

11 August 2025

Appendix C: Concession report

Section 51(2)(a) concession report for –
FT-0063 Waihi North Project



Department of
Conservation
Te Papa Atawhai

**Te Kāwanatanga
o Aotearoa**
New Zealand Government

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1. Introduction

1. On 2 May 2025, the Environmental Protection Authority (EPA) determined that the Oceana Gold (New Zealand) Limited (OGNZL) substantive application for the Waihi North Project was complete and complied with the requirements of section 46(2) of the Fast-track Approvals Act 2024 (the Act/FTAA).
2. As part of the application, OGNZL are seeking two approvals that would otherwise be required under the Conservation Act 1987 (the Conservation Act), namely two concessions for activities occurring on conservation land, but outside the access arrangement/mining permit area. For the purposes of this report, these approvals (jointly the concession approvals) are described as the Northern Area Concession and the Willows Area Concession.
3. On 27 May 2025, the Panel Convener directed the EPA to obtain a report prepared by the Director-General of Conservation, in accordance with section 51(2)(a) of the Fast-track Approvals Act. This report is due to the EPA on 11 August 2025.

2. Purpose of the report

4. This report has been prepared by the Department of Conservation (DOC) on behalf of the Director-General of Conservation. This report provides commentary on information provided by the applicant to support the Panel's assessment of the application for two concession approvals. The content of this report has been informed by DOC's technical experts and information from our Treaty partners.
5. Clause 4 of Schedule 6 of the Act sets out the matters that this report must address for each of the concession approvals sought. Those matters include information to address the matters in [clause 7\(1\)\(a\)\(ii\) to \(xii\) \(except subclause \(1\)\(a\)\(vii\)\(B\) and \(viii\)\(B\)\) and \(b\)](#); and information about:
 - (a) any conservation management strategies or conservation management plans that have been co-authored, authored, or approved by a Treaty settlement entity; and
 - (b) the purposes for which the land concerned is held; and
 - (c) the status, ownership, and administration of the land that would be subject to the concession; and
 - (d) whether the land is subject to any existing arrangements that create obligations in relation to the land; and
 - (e) the legal and financial liabilities; and
 - (f) if the application is for a concession for electricity infrastructure in a national park, any statement of general policy for parks; and
 - (g) any conditions that should be imposed in accordance with clause 8 or section 84.
6. The report must also specify any conditions of those specified under section 78 that the Panel must impose in accordance with clause 9.

3. The Project

7. The Waihi North Project ("the Project") is a proposed mining initiative in Waihi, aiming to extend existing operations through the development of new underground and open-pit mining areas.
8. Current mining operations at Waihi include an open pit mine, a series of underground mines, ancillary facilities such as the Waihi Surface Facilities Area, an ore processing plant, a water treatment plant, three stockpiles, two tailings storage facilities (TSFs), and a conveyor.
9. A key component of the Project is the proposed Wharekirauponga Underground Mine ("WUG"), located beneath Coromandel Forest Park and accessed via a tunnel from OGNZL-owned farmland on Willows Road. Although the mine is underground, associated activities will take place above ground within the Coromandel Forest Park. The above ground activities include up to 20 investigation and exploration drill sites, 50 portable drill rig sites, a range of monitoring activities, and pest management activities.
10. Outside the Coromandel Forest Park, within the "Waihi Area", the Project includes the Gladstone Open Pit ("GOP") being a new open pit mine, Northern Rock Stack ("NRS") being a waste rock stockpile, and Tailings Storage Facility 3 ("TSF3") being a facility to store mining tailings. A new Surface Facilities Area ("Willows SFA") will also be established at the Willows Road Farm to support WUG operations, including a temporary waste rock stockpile, the Willows Rock Stack ("WRS"). Rehabilitation planting is proposed both within the Coromandel Forest Park and outside it.
11. The application seeks various approvals under the Fast-track legislation. This report relates to the applications for concessions.

4. The Concession approvals

12. OGNZL has applied for the following approvals that would otherwise be required under the Conservation Act:

Northern Area Concession

13. The area of the Northern Area Concession is shown below in Figure 1.

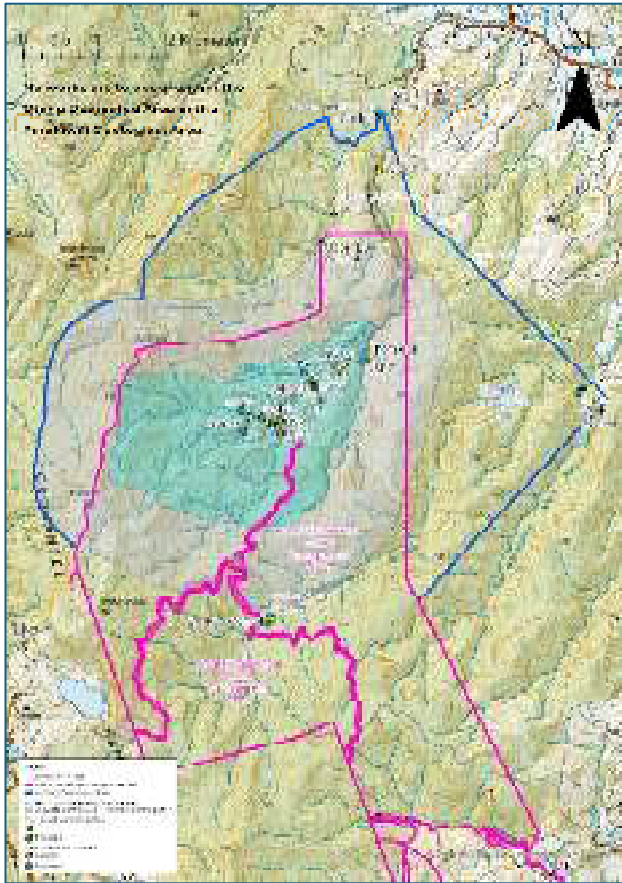


Figure 1¹: Northern Area Concession (blue outline) – Coromandel Forest Park

14. The Northern Area Concession extends northwards of the Wharekurauponga Access Arrangement approval area. Aspects of above ground activities within the Coromandel Forest Park are proposed within both areas.
15. Section 8.8.1 of the application states that the concession ‘type’ sought is a licence, and provides a description of the activities for which OGNZL seeks approval in the Northern Area Concession as follows:
 - All pest control and monitoring on public conservation land;
 - The installation and maintenance of a telemetry system to transmit environmental data, including the continued use of the existing telemetry system authorised under concession 101993-OTH;
 - The installation and maintenance of three river flow monitoring stations, and the continued use of the existing surface water monitoring site (originally permitted under concession 70763-OTH and subsequently 87585-OTH);
 - The installation and maintenance of three near stream piezometers;
 - The continued use of a flow tracker for flow gauging (authorised under concession 87585-OTH);
 - and
 - Low impact monitoring activities.²

¹ Oceana Gold (New Zealand) Limited, *OGNZL D.07 Northern Area Concession Proposed Conditions – Clean*, 34

² Oceana Gold (New Zealand) Limited, *A.11 - Substantive Application Report - Fast-track Approvals Act 2024 Requirements*, 654

16. The activities are further described in Schedule 1, clause 2 of the condition set as submitted with the application³. As a result of engagement with DOC since the application was lodged, in the updated conditions set lodged with the Panel on 28 July⁴, OGNZL now also seeks to add helicopter use to the list of approved activities as follows:

Helicopter use: The hovering of helicopters delivering equipment associated with the placement, maintenance, use monitoring and subsequent removal of piezometers, river flow monitoring stations and a telemetry system.

17. OGNZL is seeking a term of 30 years from date of approval as this is the maximum term allowable for a licence under section 17Z of the Conservation Act.

Willows Area Concession

18. The site of the Willows Area Concession is shown below in Figure 2.



Figure 2⁵: Willows Concession Area (yellow) – Coromandel Forest Park (left area) & Maitara Stream Marginal Strip (right area)

19. Section 8.8.1 of the application states that the concession ‘type’ sought is a permit, and provides a description of the activities for which OGNZL seeks approval in the Willows Area Concession as follows:

³ Oceana Gold (New Zealand) Limited, *D.07 - Northern Area Concession Proposed Conditions*, 1

⁴ Oceana Gold (New Zealand) Limited, *OGNZL D.07 Northern Area Concession Proposed Conditions – Clean*, 2

⁵ Oceana Gold (New Zealand) Limited, *OGNZL D.11 Willows Area Concession Proposed Conditions – Clean*, 29

- Rehabilitation planting with continued access for planting maintenance including pest control.
20. This matches the Concession Activity description provided in clause 2 of Schedule 1 in the condition set submitted with the application⁶. No changes have been made to the activity description in the condition set submitted to the Panel on 28 July.
 21. While not clearly stated in the activity description in the application, DOC understands that OGNZL seeks approval for both planting and pest control and monitoring within both areas to which the Willows Area Concession relates.
 22. OGNZL is seeking a term of 10 years from date of approval as this is the maximum term allowable for a permit under section 17Z of the Conservation Act.

5. Overview of DOC's Report

23. The following provides a summary of the key issues identified in DOC's report.

Willows Area Concession

24. DOC is generally happy with the Willows Area Concession proposal and considers the mitigation measures to be sufficient subject to minor amendments to conditions.

Northern Area Concession

Native herpetofauna

25. DOC's key concerns relate to the activities involving vegetation clearance and drilling at the three piezometer sites. These activities have the potential to cause significant adverse effects on native fauna, particularly on Archey's and Hochstetter's frogs. The conservation status of both species is At Risk – Declining and they have a restricted habitat.
26. Due to lack of certainty of both the impact of the proposed vegetation clearance and drilling activities on the species and the success of the mitigation measures proposed, the overall potential impacts are uncertain. However, given the species' known vulnerability to disturbance, the effects of the proposed activities are likely to be detrimental on a population level without successful avoidance, remediation, mitigation, offset and/or compensation. It is therefore critical that, if the proposal is approved, adequate conditions are imposed to address adverse effects.
27. DOC considers the current proposed measures do not adequately mitigate the adverse effects of the proposed activities on native herpetofauna. In particular:

⁶ Oceana Gold (New Zealand) Limited, *D.11 - Willows Area Concession Proposed Conditions*, 1

- The proposed site selection protocol will not adequately address potential impacts on frogs or lizards.
 - The Multi Criteria Analysis Tool (MCA) and the MCA outcomes stated are inconsistent.
 - The MCA's current criteria relating to frogs and lizards will not result in the avoidance of effects and will result in adverse impacts on frogs and lizards within the 'low' and 'moderate' categories. Adverse impacts within 'low' and 'moderate' categories, and no exclusion provision for 'higher' categories is not acceptable for Threatened or At Risk frog and lizard species.
28. DOC has not been supplied a copy of the Native Frog Salvage Release Plan and the current protocols outlined in the Wharekirauponga Underground Mine Ecology and Landscape Management Plan. ("ELMP-WUG") are insufficient.

Heritage

29. Heritage assessments for portable drill rigs have been excluded from site selection protocols.
30. There is an increased risk to heritage features during site selection due to sites not being adequately assessed during the MCA process.

Kauri dieback

31. The Northern Area Concession conditions do not currently include a provision for DOC to request an amendment to OGNZL's kauri dieback management plans in the event that the objectives are not being achieved. This is considered a critical condition to enable DOC to manage kauri dieback disease risk on conservation land.

Issues relating to both concessions

Management plan conditions

32. As explained in DOC's Covering Report, OGNZL has produced overarching management plans that span various approvals, including those relating to conservation legislation (including the concession approvals) and the Resource Management Act. OGNZL's approach to the use of management plans for the purposes of the conservation approvals (including the concession approvals) remains unclear. Further explanation from OGNZL is required before DOC will be in a position to comment on whether or not the approach is appropriate.

Management plans

33. DOC has not been provided with the final proposed management plans, therefore is unable to provide detailed comments on these plans and the expected success or otherwise, of the plans' methodologies to manage potential adverse effects.

Summary

34. Overall, while the issues DOC has identified with the application have been narrowed through engagement with OGNZL, the application still contains substantial gaps and areas for improvement.

35. The activities proposed to be authorised by the Northern Area Concession are within the Coromandel Forest Park. The Coromandel Forest Park contains very high ecological values, high heritage values and moderate values in terms of recreation and freshwater. To achieve consistency with statutory planning documents and the purpose for which the land is held, and to adequately protect its natural and historic resources and facilitate public recreation and enjoyment, DOC considers that further information and changes to conditions and management plans is required.

6. Detailed Assessment

36. DOC has used the criteria set out in Schedule 6, clause 4 of the Act as a framework for providing this report on the application relating to the concession approvals. Each criterion is addressed in the following section for each of the two approvals sought.
37. There is considerable overlap between the criteria which the report must address in clauses 7(1)(a)(ii) to (xii) and those matters specified in clause 4(1)(a) – (g). Where that is the case, it is identified below.

Clause 7(1)(a)(ii) – Part 3B of the Conservation Act (except sections 17SB and 17U(3) of that Act) as if the application were an application for a concession under Part 3B

38. Part 3B of the Conservation Act deals with concession. Not all provisions of Part 3B are relevant to an application under the FTAA. The analysis below addresses the provisions of Part 3B that are relevant to the concession approvals.

❖ Conservation Act 1987 Section 17U

39. Section 17U of the Conservation Act outlines factors that must be considered in an application for a concession. It includes factors such as the effects of the activity, structure, or facility, and measures that can reasonably be taken to avoid any adverse effects.

❖ The nature of the activity and the type of structure or facility (if any) proposed to be constructed (Section 17U(1)(a))

40. The nature of the activities OGNZL proposes to undertake pursuant to each concession is described above in section 4 of this report, and in the application.

❖ Effects of the proposed activity, structure or facility (Section 17U(1)(b))

Northern Area Concession

Native herpetofauna

41. The Northern Area Concession is a key habitat for Archey's frog (*Leiopelma archeyi*) and Hochstetter's frog (*L. hochstetteri*). Archey's frogs only persist naturally in the Coromandel Forest, and in Whareorino

Forest (160 km to the south-east). The two species differ in their anatomy, behaviour, ecology and specialised habitat.

42. Archey's frog is terrestrial and nocturnal, mainly found in forest above the proposed mining area. During the day, it retires to retreat sites on the forest floor, including vegetation, holes in trees, under logs and in rock piles.
43. Hochstetter's frog is semi-aquatic and nocturnal, retiring by day to wetter retreat sites under rocks, logs and in vegetation along creek beds, or in banks and seepages alongside rather than in, the creeks.
44. The Northern Area Concession is suitable habitat for Threatened and At Risk lizard species such as the northern striped gecko, elegant gecko, forest gecko, copper skink and moko skink. Baseline ecological surveys undertaken at the Waihi Underground area within Coromandel Forest Park detected a single forest gecko (At Risk – Declining), although nine records of elegant geckos (At Risk – Declining) exist for the area. Copper skink and moko skink have been recorded nearby, and northern striped gecko (Threatened – Nationally Vulnerable) 80 km away.
45. The Northern Area Concession contains extensive high-quality lizard habitat but also high predator presence, which may be attributed to the lack of lizards recorded. Despite low detection, lizard presence throughout the catchment is considered likely.
46. Potential impacts on native herpetofauna from the concession activities are:

Piezometer installation

- Seismic shocks and vibrations from drilling to install the three piezometers
- Injury or mortality during vegetation clearance.
- Habitat loss as a result of vegetation clearance.
- Noise disturbance during drilling and installation.
- Air-borne environmental contaminants during drilling.

All other activities (environmental monitoring & pest control)

- Increased human use and trampling.

General comment regarding OGNZL's assessment of effects on native frogs

47. OGNZL's assessment of actual and potential effects of the Waihi North Project within the Coromandel Forest Park on terrestrial ecological values, including native frogs, is set out at 6.1.1 of the application and in the accompanying reports.
48. Neither species of frog has the capacity to increase their numbers rapidly after a decline or translocation, contrary to some of the outcomes stated in technical reports provided by OGNZL with the application. DOC's assessment is that whilst technical reports supplied with the application contain some credible ecological information, their conclusions downplay potentially detrimental impacts of the proposal, despite a high degree of uncertainty of overall impact and outcomes.

49. Although providing new information on frog distribution, the extrapolations are wide, when considering the population at risk, despite acknowledging the lack of robustness in the preliminary analyses. The lack of applicable case studies and uncertainty of outcome is a key challenge to the assessment of the potential effects on the proposal on frogs, and the effectiveness of proposed mitigation measures.

Effects relating to vegetation clearance and drilling activities at piezometer sites

50. Vegetation clearance and drilling activities associated with the man portable drill sites for the three piezometers have the potential to cause frog and lizard injury or mortality. A robust site selection protocol is therefore critical to avoid, manage and mitigate the potential adverse effects on frogs and lizards.
51. In addition to the direct physical impacts on frogs, frogs will also be impacted by noise and vibration caused by the operation of portable drill rigs. In DOC's assessment there is a significant risk that the drilling activities will impact the frogs' natural behaviour, and the discharge of dust and vapour can affect frogs as they have porous skin. The discharge could also settle on surrounding vegetation causing surface contamination. The impacts of these effects are not well understood or defined.
52. In addition, vegetation clearance activities will involve the complete removal of ground cover and canopy trimming, resulting in habitat loss.

Other effects on native herpetofauna

53. Track formation and increased track use to gain access to and between facilities, during pest control activities, and the installation of facilities, e.g. telemetry and monitoring sites could also impact on herpetofauna. The proposed conditions requiring reuse of tracks, and the addition of a condition requiring boardwalks to be laid down around all portable drill rig sites will assist to minimise trampling effects.
54. Frogs and lizards will also be impacted by noise and vibration caused by use of helicopters required for transport of equipment.
55. Chytrid fungus is an infectious disease affecting amphibians. Adherence to the National Frog Hygiene for Handling Protocol is required and a condition proposed within the Northern Area Concession draft conditions to this effect is supported.
56. Overall, the Northern Area Concession contains very high ecological values in relation to Archey's and Hochstetter's frogs. The potential effects on these values from the proposed activities are high.

Freshwater

57. The effects on freshwater biodiversity from the installation of piezometers and river flow stations are considered to be low.

Amenity, visual and recreation

58. Recreation use within the Northern Area Concession is mostly by users of the Wharekirauponga Track, and hunters within the Coromandel Forest Park. The area contains both front country and back country visitor management zones.

59. The location of the Wharekirauponga Track can be seen in Figure 1. The Wharekirauponga Track is listed as a “local treasure” within the Waikato Conservation Management Strategy and is classified as front country. The track is of high amenity value in terms of the visitor experience of a natural and heritage landscape. The track is managed as a walking track for day visitors; however, the track itself is a heritage feature. The track passes unusual andesitic rock formations, bridged river crossings, waterfalls and numerous swimming holes. Along the route there are examples of historic cuttings, mining drives and adits, and the remains of historic machinery associated with the Royal Standard mining operation, which are a focal point for visitors.
60. Visitors in a front country setting would expect a low level of natural quiet (free from noise other than what is generated and expected from its natural setting) and a medium level of modification by the presence of infrastructure. Visitors would expect interactions with other visitors given its key function is a track facilitating visitor use and access to the back country area.
61. In 2024, 4.4 km of Wharekirauponga Track leading to the falls was temporarily closed for kauri protection due to the need for significant kauri dieback mitigation works. The first 750 m of the track was not included in the closure and is considered moderate level visitor use, particularly in the summer months. Although the track is currently closed for kauri protection purposes, its high heritage and recreational values mean that DOC seeks to reopen the track in the future, at least to the waterfall.
62. The area outside of the track, but within the Coromandel Forest Park covered by the Northern Area Concession, is classified as a back country zone. The back country is described as providing recreation opportunities in large scale natural settings, generally accessed first through front country settings. People will usually have travelled some distance to reach these back country settings and will tend to be expecting time away from other groups, and in some cases, solitude. Overall, users are generally accepting of the periodic intrusion of noise in these areas.
63. Only hunters and experienced trampers will visually encounter the concession activities if they venture into the backcountry and remote zones and follow the informal tracks. Front country visitors would visually encounter activities around the near stream piezometer sites, which are in close proximity to the walking track in the front country zone.
64. The principal effects of the concession activities on track users and hunters are expected to be:
- Noise pollution from helicopter usage when delivering equipment associated with the authorised activity, as well as drilling noise during piezometer installation.
 - Visual nuisance from piezometer sites and associated equipment.
 - Loss of solitude in back country from increased presence of OGNZL personnel.
65. Pest control activities proposed by OGNZL as part of its impact management for the Waihi North operation are likely to have an effect on recreational hunters within the area. Although, the Northern Area Concession would authorise access for the purpose of pest control only and does not authorise the hunting activities on conservation land or toxin use. The hunting of wildlife and toxin use require yet to be obtained Conservation Act and HSNO approvals, and the effects of pest control activities on users of the land will be assessed at that time.

Heritage

66. The Wharekirauponga area has been identified as having moderate to high heritage value and has been prioritised in the DOC land management system as an Actively Conserved Heritage Place. The Wharekirauponga Track directly follows the route of the historic Royal Standard Tramline. Along the route is evidence of historic mining activity – machinery, adits, terracing and tunnels, including one tunnel that the track is routed through. The Royal Standard Battery (including tramline and areas of mine working) is identified in the Hauraki District Plan as a Category B Historic Area (HAU271), of Regional or Sub-Regional Significance. The track and associated features are recorded in the NZ Archaeological Association database as T12/1290 (listed below) and the location of the battery and workings, recorded as T12/681 (Access Arrangement area).
67. Two recorded archaeological sites are located within the Northern Area Concession:
- T12/1262 (Pā site)
 - T12/1290 (Track/features)
68. The piezometer site described in the draft condition set⁷ as Lower LS Control, is within the buffer zone of the heritage track recorded as T12/1290.
69. Effects on heritage features have been excluded from the site selection protocol. The potential adverse effects on T12/1290 from Lower LS Control and T12/1262 from drilling activities are considered unknown without further assessment. Two recorded archaeological sites worth noting that are located outside of, but within close proximity to, the Northern Area Concession are:
- T12/111 (Midden)
 - T12/1256 (Midden)
70. The effects on these two nearby sites are considered to be minimal due their location being outside of the concession area.

Kauri dieback

71. The forest throughout Wharekirauponga contains kauri in high numbers and density, and without sufficient mitigation, is at risk of kauri dieback disease (*Phytophthora agathidicida*, or PA).
72. PA has not yet been detected within Wharekirauponga, although it has been detected on the Coromandel Peninsula in Whangapoua Forest/Hukarahi Conservation Area in March 2014 and in several other places since.
73. As noted above, the Wharekirauponga Track was partially closed in 2024 due to the track not meeting Rule 10 of the National Pest Management Plan⁸ for PA. The track was identified as being extremely wet and muddy without sufficient mitigation, resulting in environmental stress to kauri along the track and significant risk of PA being spread to, from and within Wharekirauponga.

⁷ Oceana Gold (New Zealand) Limited, OGNZL D.07 Northern Area Concession Proposed Conditions – Clean, 47

⁸ Ministry for Primary Industries, *Biosecurity (National PA Pest Management Plan) Order*, 2022

74. Due to Wharekirauponga being a high-risk area, all the proposed concession activities within the Coromandel Forest Park are considered to have potential adverse effects as they require use and movement of machinery and equipment (including footwear).

Positive effects

75. OGNZL's assessment of effects included with its application (Section 6) includes an assessment of positive effects (section 6.3). These effects have been assessed on a project wide basis (i.e. as they relate to the overall Waihi North Project) and are not specific to the activities for which approval is sought pursuant to the concession approvals.
76. OGNZL does seek approval for pest control and monitoring activities in accordance with the Wharekirauponga Animal Pest Management Plan, for the Northern Area Concession. This is part of the overall pest control activities proposed to be undertaken by OGNZL that spans both the access arrangement area and the Northern Area Concession. The pest control activities are identified by OGNZL as a positive effect (see section 6, page 382).
77. In the application, the pest management activities are proposed by OGNZL as a measure to off-set the potential effects of vibrations on native frogs. Vibration effects are not a relevant effect for the purposes of the concession approval but are relevant to the resource consent approvals. DOC will therefore provide comments on the efficacy of the proposed pest management activities in its section 53 comments.
78. More generally, DOC will provide comments on other positive effects identified by OGNZL, as relevant to the Director-General's interests, in its other section 51 reports and section 53 comments.

Willows Area Concession

Amenity, visual and recreation

79. The adverse effects on amenity, visual and recreation are considered to be low due to the Willows area being considered a back country and remote area with no formal tracks and minimal public use.

Heritage

80. Two recorded archaeological sites worth noting that are located outside of, but within close proximity to, the Willows Area Concession are:
- T13/961 (Mataura Water Race)
 - T13/962 (Willows Timber Tramway).
81. The effects on these two nearby sites and heritage values within the Willows Area Concession are considered to be minimal, although appropriate plant species should be selected to ensure the overall line of features (tramway and water race) are not obscured.

Kauri dieback

82. As described above, the effects on kauri from all concession activities within the Coromandel Forest Park (including the Willows area) are considered high.
83. The effects on kauri from concession activities within Maitara Marginal Strip are considered low due to there being no kauri present on the marginal strip, and it being separate from Coromandel Forest Park's high kauri numbers and density.

❖ **Measures proposed to be taken to avoid adverse effects (Section 17U(1)(c))**

Northern Area Concession

Native herpetofauna

84. Measures proposed by OGNZL to avoid adverse effects on frogs and lizards from the proposed vegetation and drilling activities include site selection protocols (utilising a multi-criteria assessment - MCA), ecological surveys prior to vegetation clearance, fencing and salvage and translocation.
85. Conditions relevant to site selection have been a key aspect of discussion between DOC and OGNZL during technical and condition workshops.
86. The proposed methodology to select the sites for the man portable drill rigs to install piezometers does not require ecological surveys and follows a site selection protocol (utilising an MCA tool) only. The site selection protocol is now provided as Attachment 1 to the proposed condition set⁹ (as provided to the Panel on 28 July).
87. It is DOC's preference to have ecological surveys undertaken when selecting portable drill sites. If the final approved condition set does not include ecological surveys but only site selection protocols are to be utilised, then it is DOC's view that these require amendments to ensure that they are avoiding and/or mitigating potential adverse effects on frogs.
88. DOC does not consider that the current site selection protocol will adequately address potential impacts on frogs and lizards.
89. The MCA and the stated MCA objectives are inconsistent. The current MCA criteria relating to frogs will not result in the avoidance of effects and will create adverse impacts on frogs within the "low" and "moderate" categories – this is not acceptable for Threatened or At Risk frog species.
90. The MCA does not contain any criteria relating to lizards. Previous versions of the MCA did include lizards, but the most recent MCA provided to the Panel on 28 July 2025¹⁰ did not. DOC recommends lizards are reinstated in the site selection protocols. The exclusion of an assessment for lizards under the MCA criteria is not acceptable for Threatened or At Risk lizard species.

⁹ Oceana Gold (New Zealand) Limited, OGNZL Site Selection Protocol Proposed Conditions - Clean Version - 28 July

¹⁰ Oceana Gold (New Zealand) Limited, OGNZL Site Selection Protocol Proposed Conditions - Clean Version - 28 July, 4-5

91. There is also discrepancy within the MCA process and the listed outcomes. The MCA does not contain exclusion criteria, which is not consistent with a desired outcome of “avoiding” effects on a species. The MCA appears to allow ‘high’ category sites to still be chosen after applying the tool. If the sought outcome of the MCA is avoidance, then an exclusion criterion for ‘high’ sites is required. The absence of an exclusion provision within the MCA criteria is not acceptable for Threatened or At Risk species.

Vegetation clearance

92. Ecological surveys are proposed prior to vegetation clearance at portable drill rig sites (i.e. once the site has been selected) and are supported by DOC. OGNZL has suggested a 3 m minimum buffer from any native frog found during the ecological survey. DOC consider that this buffer should increase to 6 m. DOC’s view is that a 3 m buffer is insufficient as frogs can move 4-12 metres away from their main refuge site during feeding. Therefore, additional flexibility is required. If a 6 m buffer is not adopted, then OGNZL should identify the night retreat of the frog (potentially through night surveys) and ensure that the buffer includes the night retreats. This may require an increase of the additional buffer for selected sites. Annual frog surveys should also be undertaken to ensure that frogs are maintaining a territory at the site.
93. DOC considers boardwalks at portable drill rig sites during vegetation clearance necessary to mitigate trampling effects on herpetofauna. The proposed conditions have been amended to add this condition (schedule 3, 17) accordingly (Appendix 1).

Frog salvage and release

94. OGNZL’s effects assessment (Section 6.6.1) acknowledges that even following their proposed MCA process, native fauna species will be present at vegetation clearance sites. The application states:¹¹
- Boffa Miskell (2025a) sets out that due to the widespread distribution of native species within the Coromandel Forest Park, it is unavoidable that some localised effects on the habitat of native species could occur as a result of the proposed vegetation clearance. Therefore, fauna salvage and translocation protocols will be implemented prior to any clearance occurring in accordance with the approach set out in the ELMP-WUG (provided in **Part H** to these application documents).*
95. The updated Northern Area Concession conditions provided to the Panel on 28 July12, refer to the protocols “as set out in the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine”. DOC considered the protocols outlined in the ELMP to be insufficient and requested a detailed native frog salvage release plan from OGNZL. At the time of writing, this has not been provided. DOC is therefore unable to provide detailed comment on the expected success or otherwise of the proposed methodologies to manage potential adverse effects.
96. Currently, therefore, DOC considers the proposed frog salvage has risks that have not been adequately addressed in the current proposal. Frog salvage as a mitigation tool has been known to have low

¹¹ Oceana Gold (New Zealand) Limited, A.09 - Substantive Application Report - Assessment of Effects section 6.6.1, page 429.

¹² Oceana Gold (New Zealand) Limited, OGNZL D.07 Northern Area Concession Proposed Conditions – Clean

success in the past. OGNZL's proposal is made on the premise that process improvements, such as predator control and use of release pens, will lead to better outcomes. However, DOC has been unable to assess the proposed use of release pens as the containing the detail has not yet been provided.

Fencing plan

97. In the Northern Area Concession conditions, OGNZL have proposed exclusion fencing in accordance with a Fencing Plan at man portable drill rig sites during ecological surveys. The fencing plan will be submitted to DOC prior to undertaking piezometer activities and be prepared in consultation with DOC. These measures and conditions are supported by DOC and are considered sufficient.

Freshwater

98. OGNZL's proposed conditions regarding water management are sufficient to ensure that potential effects on freshwater from piezometer drilling and installation are managed appropriately.

Amenity, visual and recreation

99. A suite of conditions has been proposed by OGNZL to mitigate adverse effects from all concession activities on amenity, visual and recreation. These conditions are supported by DOC.
100. Public safety measures include clear signage and/or markers erected around sites, aircraft hovering zones, as well as public notification of hazards including notices at the Wharekirauponga Track and Kauaeranga Visitor Centre, and on the land.
101. Exclusion conditions include helicopter, drilling and installation activities at any site within 400 m of any open section of the Wharekirauponga Track during the high visitor period of 23 December to 6 February (inclusive). Disturbance or hindrance to public use, access or enjoyment of the land otherwise unaffected by the concession activities are also avoided or minimised through appropriate conditions.
102. Conditions ensure OGNZL does not exclude or impede the public from accessing any sites, tracks or facilities within the concession area, and require the provision of information of why the concession activity is taking place if approached by the public.
103. All monitoring equipment associated with the concession activities must be situated to not be readily visible from any formed walking track.

Heritage

104. Accidental Discovery Protocol (ADP) conditions have been included in the Northern Area Concession application. Previously, the ADP did not include a requirement for notification to DOC upon discovery, which has since been amended in the condition sets provided to DOC on 25 July.
105. The report provided by OGNZL with the application (Clough and Associates, 2025)¹³ anticipated that the site selection protocol would include evaluation against heritage criteria to avoid impacts on heritage features. However, there have been no conditions included in the site selection protocols requiring this

¹³ Clough and Associates, B.49 - Clough - Heritage and Archaeological Effects

additional assessment to take place for portable drill rigs (piezometer sites). Without additional knowledge or identification of the potential impacts on the heritage features through site selection protocol, and archaeological sites recorded in the area, there is increased risk that these features will be adversely impacted by the drilling activities, even if these could have been easily avoided. DOC recommends that heritage assessments are applied to portable drill sites within the site selection protocols. The draft conditions have been amended accordingly (Appendix 1).

106. Recorded archaeological site T12/1262 (Pā site) is within the Northern Area Concession area and has not been addressed in the application. DOC recommends an exclusion condition for any works that requires ground disturbance within 200 m of this site (Appendix 1).

Kauri Dieback Disease

107. A suite of measures has been proposed by OGNZL in the Coromandel Forest Park Kauri Dieback Management Plan¹⁴ to manage the risk of PA spread associated with all of the Northern Area Concession activities and are supported by DOC. Measures proposed via the draft management plan include:

- *Decontamination procedures for footwear, equipment, tools and machinery.*
- *Avoidance of areas with kauri present and using established tracks where possible.*
- *Drill site and track surveys for trees with PA symptoms.*
- *Avoidance of infected sites, muddy areas and activities upslope of kauri.*
- *Minimum soil disturbance and soil deposition into waterways.*
- *Retention of vegetation on site when vegetation felling.*
- *Implementation of ongoing surveillance throughout life of project. (H.03)*

108. The current draft condition set only refers to the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine and does not provide any special conditions that relate to the Coromandel Forest Park Kauri Dieback Management Plan (CFP-KDMP). The inclusion of kauri dieback measures in both the ELMP and separate CFP-KDMP is considered unnecessary by DOC, and the preference is to have one plan (CFP-KDMP) to address the kauri dieback measures within the Northern Area Concession. As noted above, DOC has requested further explanation from OGNZL as to its proposed approach to the use of management plans generally for the purposes of the DOC approvals. This will include the CFP-KDMP for the purposes of the Northern Area Concession. At this stage, DOC notes that the conditions will need to include a provision for DOC to request an amendment to OGNZL's kauri dieback management plans in the event that the objectives are not being achieved.

Overall conclusion on proposed mitigation measures

109. Overall, DOC considers that the current proposed measures within the Northern Area Concession do not adequately mitigate the adverse effects of the proposed activities on native herpetofauna, heritage and kauri dieback disease.

¹⁴ Oceana Gold (New Zealand) Limited, *H.03 Coromandel Forest Park Kauri Dieback Plan, 2024*

110. Native herpetofauna will be impacted by the proposed vegetation clearance and drilling activities due to the exclusion of ecological surveys during site selection, no assessment for lizards under the MCA criteria, the absence of an exclusion provision for sites under the MCA, and frog buffer conditions requiring amendments.
111. Adverse effects on heritage sites have not been appropriately addressed by OGNZL due to the exclusion of heritage from the site selection protocols.
112. Kauri dieback measures included in the Coromandel Forest Park Kauri Dieback Management Plan are supported by DOC, although the lack of reference to the plan and lack of ability for DOC to request amendments to the plan remain an issue for DOC.

Willows Area Concession

113. The measures proposed to manage the effects from rehabilitation planting and maintenance including pest control, on natural and historic resources within the Willows area are considered sufficient with a minor amendment required to the draft condition set (described below).
114. OGNZL has not addressed the potential of visual loss to sites T13/961 and T13/962. DOC recommends OGNZL selects appropriate plant species that will not obscure the heritage features of the sites. The draft conditions have been amended accordingly (Appendix 2).

❖ Any relevant environmental impact assessment, including any audit or review (Section 17U(1)(e))

115. DOC has considered the assessment of effects and accompanying reports provided by OGNZL as part of its application (Section 6) and this has informed the comments provided above.

❖ Matters listed in Section 17U(1)(d), (f) and (g)

116. DOC considers that the matters listed in sections 17U(1)(d) and (f) are not relevant to the process under the FTAA.
117. DOC is not aware of any relevant information that would fall within the scope of section 17U(1)(g).

❖ Section 17U(2)

118. Section 17U(2) provides that the Minister may decline any application if the Minister considers that:
 - (a) *The information available is insufficient or inadequate to enable him or her to assess the effects (including the effects of any proposed methods to avoid, remedy or mitigate the adverse effects) of any activity, structure or facility; or*

(b) There are no adequate methods or no reasonable methods for remedying, avoiding or mitigating the adverse effects of the activity, structure or facility.

119. Under the FTAA, the Director-General is not the decision maker and the process by which the Panel will make decisions is ongoing. DOC has therefore addressed the matters in section 17U(2) in that context and in light of the information currently available.
120. DOC considers the information provided by OGNZL in relation to the salvage protocols proposed at piezometer sites (in the Ecology and Landscape Management Plan – Wharekirauponga Underground Mine) is insufficient to assess the effects of the application.¹⁵ As noted above, DOC has requested a detailed native frog salvage release plan which has not been provided at the time of writing.
121. In terms of section 17U(2)(b), DOC's view is that there are likely to be adequate and reasonable methods for remedying, avoiding or mitigating the adverse effects of the activities; although the methods currently proposed in the draft conditions require amendments as in their current form they will not adequately address adverse effects.

❖ Section 17U(4)

122. Section 17U(4) provides that the Minister shall not grant any application for a concession to build 'a facility', where he or she is satisfied that the activity:
- (a) could reasonably be undertaken in another location that—*
 - i. is outside the conservation area to which the application relates; or*
 - ii. is in another conservation area or in another part of the conservation area to which the application relates, where the potential adverse effects would be significantly less; or*
 - (b) could reasonably use an existing structure or facility or the existing structure or facility without the addition.*
123. DOC considers that the proposed facilities related to piezometers, river flow monitoring stations and telemetry systems could not be reasonably undertaken in another location due to the purpose of the facilities being to collect environmental data for mining activities undertaken within the access arrangement area and Waihi Underground Mine.

❖ Section 17U(5)

124. Section 17(U)5 applies to applications for leases or licences granting an interest in land and provides that the Minister may only grant such a lease or licence if satisfied of certain matters.

¹⁵ Oceana Gold (New Zealand) Limited, H.01 - WUG Ecology and Landscape Management Plan, 2025

125. In Section 8 of OGNZL's application,¹⁶ the application confirms that OGNZL is applying for a licence granting interest in land for the Northern Area Concession. The application then states:

As documented earlier, OGNZL is applying for a licence granting an interest in land for the Northern Concession Area and a permit for the activities within the Willows Concession Area. The reason for the request is documented in Section 2 of this report, and the information contained in this substantive application in respect of the project rationale, actual and potential effects and effects management measures are considered to be sufficient to satisfy the panel that it is appropriate to grant the licence and easement [sic] sought.

126. DOC has not identified any specific analysis of the matters in s17U(5) as it relates to the Northern Area Concession in Section 2 of the application. DOC considers further explanation from OGNZL is required in order for the Panel to assess these criteria.

❖ **Conservation management strategies and plans (Section 17W)**

127. Section 17W(1) provides:

Where a conservation management strategy or conservation management plan has been established for a conservation area and the strategy or plan provides for the issue of a concession, a concession shall not be granted in that case unless the concession and its granting are consistent with the strategy or plan. ...

128. Ordinarily the consideration of an application for a concession under Part 3B requires an assessment as to whether or not granting of the concession would be consistent with any relevant conservation management strategy or plan. DOC therefore provides the following information regarding the relevant conservation management strategy and plan, in accordance with clause 7(10(a)(ii). DOC notes that Clause 7(2) of Schedule 6 specifically directs that the Panel must take section 17W(1) (and (3)) into account but must not treat the provision as requiring the Panel to decline the approval on that basis.

❖ **Waikato Conservation Management Strategy 2014 – 2024**

Overview

129. The Northern and Willows areas are managed under the Waikato Conservation Management Strategy 2014-2024 (Waikato CMS). The Waikato CMS is made up of three parts; part one covers general policy for the Waikato Region, part two covers policy for specific places, and part three provides specific policies for activities.
130. Part One of the Waikato CMS contains a vision and objectives that apply to all public conservation land, waters, and resources in Waikato. The Waikato is characterised by a variety of different landscapes

¹⁶ Oceana Gold (New Zealand) Limited, A.11 - Substantive Application Report - Fast-track Approvals Act 2024 Requirements, 661

resulting from geological processes. There are a range of goals identified for the Waikato Region over the next 10 years such as ‘the diversity of our natural heritage is maintained and restored’, ‘more people engage with conservation and value its benefits’, and ‘conservation gains from business partnerships’.

131. Part Two identifies “places” and provides outcomes, policies and milestones for each place. The CMS describes the Hauraki-Coromandel Peninsula Place (the Place) as all public conservation land from the northern tip of the Coromandel Peninsula to (but not including) the Karangahake Gorge. The Northern Area and Willows Area concessions and associated activities are found within the Hauraki-Coromandel Peninsula place, specifically Wharekirauponga.
132. Wharekirauponga is described as moderately steep to rolling hill country covered with lowland to montane forest and scrub, and kauri forest that provides a forest corridor between central Coromandel and the Kaimai Range, maintaining soil and water quality, and protecting the catchment draining to east coast harbours, including Wharekawa, Otahu and Whangamata Harbours.
133. The CMS records that threatened species present include Archey’s frog, Hochstetter’s frog, Coromandel brown kiwi, North Island kākā, kārearea/New Zealand falcon, pekapeka/long-tailed bat and tuna/longfin eel.
134. The Waikato CMS notes that assistance with animal pest and wild animal management within the Wharekirauponga Place could result in significant improvement in forest health and help to secure threatened and at-risk species that are present in the area.
135. Historic values centre on kauri logging, gold mining and early telegraph communication. Kauri logging and mining sites feature throughout the Wentworth, Maratoto and Wharekirauponga valleys including the Royal Standard Tramline and Battery at Wharekirauponga. Recreation opportunities include camping, tramping, visiting historic mining and logging sites, picnicking and hunting.
136. Part Three covers specific policy requirements for Waikato and outlines the policy requirements for granting authorisations/concessions as listed below. The relevant policies include issuing authorisations in accordance with the relevant legislation and provisions of the CGP 2005, monitoring authorised activities and their effects, establishing limits where applicable and ensuring authorisations are not inconsistent with the objectives in Part One, or the outcomes and policies for Places in Part Two –Places or the policies in Part Three.

Outcomes

137. The Waikato CMS outcomes that are relevant to the Northern and Willows concession areas and have been considered are listed below.

The area comprising Maratoto, Wentworth and Wharekirauponga is recognised and highly valued for its natural and heritage values, and backcountry visitor setting.

The priority ecosystem at Otahu is maintained and restored, with forest health improving elsewhere, in partnership with other interested parties. Populations of Threatened and At-Risk species (including Archey’s frog) are protected with assistance from the community and interested

parties. A community-led kiwi zone protects remnant Coromandel brown kiwi populations. Significant geological values are protected at Parakawai, and a native forest landscape prevails.

Important heritage artefacts associated with kauri logging, gold mining and telegraph communication, including the actively managed Royal Standard Tramway, are preserved and integrated with recreation experiences.

Visitors experience outdoor adventures with a sense of isolation but accept some noise disturbance in the vicinity of four-wheel driving routes.

Mining history features at Wentworth and Wharekirauponga, with the Wentworth Valley Gateway destination (Wentworth Track and campsite) a focal point for walks and traditional camping in a bush setting.

Objectives and policies

138. The objectives and policies that are relevant to the Northern and Willows concession areas and are listed below:

Part One (Objectives)

Section 4.8 Treaty of Waitangi objectives

4.8.1.3 - *Actively consult and work with tangata whenua, ensuring consultation is early, ongoing, informed and effective*

4.8.1.10 - *Consider relevant iwi environmental plans in conservation management and the operations of the Department.*

Section 5.1 The diversity of our natural heritage is maintained and restored

5.1.1.1 - *The diversity of New Zealand's natural heritage is maintained and restored with priority given to:*

- *conserving a full range of New Zealand's ecosystems to a healthy functioning state, with an emphasis on priority ecosystems in Appendix 4;*
- *supporting the work of others to maintain and restore ecosystem types selected from Appendix 2;*
- *conserving Threatened species to ensure persistence with an emphasis on those species listed in Appendix 6.*

5.1.1.9 - *Maintain the natural form of prominent and distinctive geological features, landforms and landscapes, including undeveloped skylines and ridgelines, on public conservation lands and waters in Waikato.*

5.1.1.15 - *Control and manage pest plants, animal pests and wild animals (identified in Appendix 5) and seek opportunities to collaborate with tangata whenua, local authorities, other agencies, neighbouring landowners and the community in this regard, to:*

- *improve the quality and functioning of the ecosystems identified in Part Two Places of this CMS and the ecosystems and habitats outside those Places identified in Appendices 2–4; and*
- *protect populations of threatened and at-risk species within Waikato.*

Section 5.2 History is protected and brought to life

5.2.1.3 - *Prioritise and protect the actively conserved historic places listed in Appendix 10 on the basis of their historic, cultural and physical significance, their value to tangata whenua and the wider community, and their conservation need.*

Section 5.3 More people participate in recreation

5.3.1.3 - *Contribute to a national network of visitor opportunities by promoting Local Treasure (Appendix 11) and Backcountry destinations, as valued by local communities and as more challenging attractions respectively, within the network of opportunities offered in Waikato. (Appendix 11 includes Wharekirauponga Track as a "Local treasure").*

Section 5.5 Conservation gains from business partnerships

5.5.1.2 - *Work withbusinesses (particularly in the Coromandel, Waitomo and Pureora) to create and develop opportunities to promote conservation outcomes, products and services.*

5.5.1.3 - *Seek opportunities to work with and build partnerships with businesses that are looking for ways to demonstrate their commitment to and engagement with conservation.*

5.5.1.6 - *Built productive business partnerships that deliver measurable conservation gains.*

5.5.1.7 - *Increase engagement of the commercial sector in conservation.*

Part Two (Policies)

Maratoto, Wentworth and Wharekirauponga

9.2.2.4 - *Undertake actions to contain the spread of kauri dieback disease in accordance with Policies 16.15.1.1—16.15.1.4 in Part Three.*

9.2.2.17 - *Should not allow aircraft landings and take-offs on public conservation land within this Place, shown as Red Zone on Map 4, in accordance with Policies 16.3.5.1 and 16.3.5.2 in Part Three.*

9.2.2.18 - *May allow aircraft landings and take-offs on other public conservation land in this Place, shown as Yellow Zone on Map 4, only in accordance with Policies 16.3.5.1, 16.3.5.3, 16.3.5.6, 16.3.5.7 and 16.3.5.8 in Part Three.*

Part Three (Policies)

General - 16.1.1

16.1.1.2 - *Manage public conservation lands and waters to be consistent with the purposes for which they are held.*

16.1.1.3 - *Manage public conservation lands and waters to be consistent with the outcomes, objectives and policies of this CMS.*

Authorisations (General) – 16.2.1

16.2.1.1 - *Issue authorisations in accordance with the relevant legislation and the provisions of the Conservation General Policy 2005.*

16.2.1.2 - *Monitor authorised activities and their effects, including cumulative effects, on a regular and ongoing basis.*

Aircraft – 16.3.5

16.3.5.1 *Should apply (but not be limited to) the following criteria when assessing all concession applications for aircraft landings.*

- *is consistent with the outcome and policies for the Place in which the activity is proposed to occur (if within a Place) or Policy 16.3.5.10 (if outside a Place);*
- *is consistent with the aircraft zoning provisions in this CMS and the aircraft access zones on Map 4;*
- *is consistent with the purposes for which the lands and waters concerned are held;*
- *adverse effects on conservation values, including adverse effects on natural quiet, are avoided, mitigated or remedied;*
- *adverse effects on other visitors (taking into account the size of zone and the proximity of other ground users) are avoided, mitigated or remedied;*
- *the requirement to hold and comply with certifications approved by the Department, including those addressing noise management in specified locations;*
- *the need for monitoring the activity using new technologies; and*
- *avoiding landings near tracks, huts, car parks or campsites (unless otherwise specified in an outcome or policy for a Place)*

16.3.5.3 - *Should only grant concessions for aircraft landings in the Yellow Zone that meet the limits of:*

two landings per operator per day at any one site (defined as any landing site within a 1kilometre radius of the initial landing site) and a maximum of 20 landings per site per operator per year.

Kauri Dieback Disease – 16.15.1

16.15.1.2 - Work with infrastructure companies, roading contractors, concessionaires, and contractors working in kauri forests to adopt kauri dieback disease hygiene standards for their people, machinery, equipment and activities.

16.15.1.3 - Work with hunters and other regular users of public conservation lands where kauri are present to adopt kauri dieback disease hygiene measures.

16.15.1.4 - Undertake surveillance for kauri dieback disease at priority sites on the Coromandel Peninsula, the Hakarimata Range and at Te Kauri Park Scenic Reserve in collaboration with relevant agencies.

Northern Area Concession

139. The Northern Area Concession activities have been considered against the relevant objectives, outcomes and policies in the Waikato CMS. In DOC's assessment, the proposed mitigation measures are not sufficient to meet the objectives of the Waikato CMS in respect to section; 5.1.1.1, 5.2.1.3, 16.1.1.2 and 16.1.1.3. Therefore, the concession in its current form is considered to be inconsistent with the Waikato CMS.

Willows Area Concession

140. The Willows Area Concession activities have been considered against the relevant objectives, outcomes and policies in the CMS. In light of DOC's assessment of the effects and effectiveness of mitigation measures set out above DOC considers that the concession is consistent with the Waikato CMS.

❖ Coromandel Peninsula Conservation Land Management Plan 2002

141. The Coromandel Peninsula Conservation Land Management Plan 2002 (CLMP) provides for the following:

2.5 Iwi and DOC Relationship

Objective

Promote and further develop the partnership between the Department and Hauraki iwi.

Implementation

Provide iwi timely and consistent opportunities for consultation and have regard to their input and interest in managing conservation land within the Hauraki Area.

3.1 Biodiversity

Objective

Ensure protection of biodiversity through integrated conservation management of ecosystems and species protection.

Implementation

Continue to use best practice management concept as a means of updating present site selection procedures, management actions and monitoring methodologies.

3.2 - Plant and Animal Pests

Objective

Reduce animal and plant pests and hold at levels that allow biodiversity at priority sites to be maintained and enhanced.

Conserve and restore, through integrated conservation management, a representative range of the ecosystems formerly present on the Coromandel Peninsula.

Implementation

Continue to use best practice to update site selection, monitoring methods, and management actions.

3.3.1.6 – Wentworth/Wharekirauponga Visitor Management Zone

Objective

Ensure visitor access to, and a self-exploration approach for the Wentworth/Wharekirauponga Valleys.

Implementation

Be aware of the need to protect natural, historic and cultural resources and values.

3.4 - Historic Resources

Objective

Preserve and maintain sites that play a pivotal role in the history of the Coromandel Peninsula and are considered to be of national or regional significance, and more closely integrate historic heritage values into conservation management.

Implementation

Consult with, and respond to, iwi regarding important historic sites and appropriate means of managing and interpreting these sites.

3.6 – Advocacy

Objective

An increased understanding of, and support for, conservation of natural and historic resources by communities.

Implementation

Advocate protection of natural and historic resources to local authorities, community groups and landowners through a range of statutory and non-statutory mechanisms.

Provide information on natural and historic resources to decision makers, community groups and landowners.

Establish the most effective methods to undertake protection advocacy.

3.9.1 – Concessions

Objective

Ensure that the effects of all concessions (commercial activity) are consistent with the preservation and protection of natural and historic resources.

Implementation

Include a requirement to monitor effects of the activity and provide monitoring information to DOC in concession documentation.

Be satisfied that concessionaires have the appropriate skills, qualifications and adherence to any code of practice or best practice associated with or relevant to the activity sought.

Where necessary applicants will need to obtain appropriate resource consents as required by regional and district plans.

3.9.7 – Aircraft

Objective

Control the use of aircraft as a means of private access to conservation land, as well as for commercial or other users.

Implementation

Avoid conflict between low-flying aircraft and sensitive habitats and compromising the remote, recreational experience over identified zones.

Allow private aircraft access to conservation land subject to objectives in this plan and the Waikato CMS aircraft criteria.

Northern Area Concession

142. The Northern concession activities have been considered against the relevant objectives, and implementation in the Coromandel Peninsula CLMP. In light of DOC's assessment of the effects and effectiveness of mitigation measures set out above, the proposed mitigation measures are considered insufficient in their current form to meet the objectives of the CLMP in respect to section 3.1 and 3.9.1. Therefore, the concession is considered to be inconsistent with the Coromandel Peninsula CLMP.

Willows Area Concession

143. The Willows concession activities have been considered against the relevant objectives, and implementation in the Coromandel Peninsula CLMP. In light of DOC's assessment of the effects and effectiveness of mitigation measures set out above, the Willows Area Concession is considered consistent with the Coromandel Peninsula CLMP.

❖ Conservation General Policy 2005

144. While not directly referred to in section 17W, the Director-General has also undertaken an assessment against the relevant provisions of the Conservation General Policy 2005 (CGP).
145. The CGP provides guidance for the administration and management of lands and waters and natural and historic resources managed under conservation legislation including the Conservation Act. Under the Conservation Act, a CMS cannot derogate from the CGP, and a CMP cannot derogate from a CMS. As noted above, policy 16.2.1.1 of the Waikato CMS provides: Issue authorisations in accordance with the relevant legislation and the provisions of the Conservation General Policy 2005.

146. Policies: The policies that are relevant to the Northern Area and Willows Area Concessions and have been considered are below.

2 - Treaty of Waitangi Responsibilities

2 (e) - Tangata whenua will be consulted on specific proposals that involve places or resources of spiritual or historical and cultural significance to them.

4.5 - Geological features, landforms, and landscapes

4.5 (b) - Activities which reduce the intrinsic values of landscape, landform and geological features on public conservation lands and waters should be located and managed so that their adverse effects are avoided or otherwise minimised.

4.6 - Ecosystem services

4.6 (a) - Activities on public conservation lands and waters should be planned and managed in ways which avoid or otherwise minimise adverse effects on the quality of ecosystem services.

11.1 - All activities

11.1 (a) - Any application for a concession or other authorisation will comply with, or be consistent with, the objectives of the relevant Act, the statutory purposes for which the place is held, and any conservation management strategy or plan.

11.1 (b) - All activities on public conservation lands and waters which require a concession or other authorisation should, where relevant, avoid, remedy or mitigate any adverse effects (including cumulative effects) and maximise any positive effects on natural resources and historical and cultural heritage, and on the benefit and enjoyment of the public, including public access.

11.1 (c) - The Department and all concession and other authorisation holders should monitor the effects of authorised activities on natural resources, historical and cultural heritage, and the benefit and enjoyment of the public, including public access, to inform future management decisions.

11.1 (d) - Concession and other authorisation holders will be responsible for the safe conduct of their operations, including the safety of staff, clients, contractors, and the public, and compliance with relevant safety standards and legal obligations.

11.3 - Utilities

11.3 (a) - Utilities may be provided for on public conservation lands and waters where they cannot be reasonably located outside public conservation lands and waters, or if specifically provided for as a purpose for which the place is held.

11.3 (b) - When new utilities are installed or existing utilities are maintained or extended, they should be of a scale, design and colour that relates to, and is integrated with, the landscape and seascape.

11.3 (c) - Public access to utilities may be denied where necessary for the protection of public safety or the security or competent operation of the activity concerned.

11.3 (d) - Utilities should, wherever possible, be located in, or added to, an existing structure or facility and use existing access options.

11.3 (e) - Utilities that are redundant should be removed from public conservation lands and waters and the site restored as far as practicable to a natural state to minimise effects on the landscape.

12 - Research and Information Needs

12 (a)- Research and monitoring on public conservation lands and waters should be allowed where it:
informs conservation management or contributes to interpretation and education, or improves knowledge of natural processes;
its effects are consistent with the statutory purposes for which the place is held;
has no significant adverse effect on the enjoyment of the public; and

does not pose unacceptable risks to natural, historical and cultural heritage.

12 (b) - Cooperative research relationships should be fostered where outcomes are likely to inform conservation management.

12 (c) Mātauranga Māori and tangata whenua interests in research and monitoring on public conservation lands and waters, species and resources should be recognised and may be supported by cooperative arrangements.

12 (g) - Results of research and monitoring on public conservation lands and waters should be made publicly available unless withheld for good reason under the Official Information Act 1982.

12 (h) - Management actions should be monitored and evaluated at regular intervals to assess their effectiveness and inform future management decisions.

Northern Area Concession

147. The Northern Area Concession activities have been considered against the relevant policies, and CGP. In light of DOC's assessment of the effects and effectiveness of mitigation measures set out above, in DOC's assessment, the proposed mitigation measures in their current form are not sufficient to meet the policies of the CGP in respect to section; 4.5(b), 4.6(a), and 11.1(a-b). Therefore, the concessions are considered to be inconsistent with the CGP.

Willows Area Concession

148. The Willows Area Concession activities have been considered against the relevant policies, and CGP. In light of DOC's assessment of the effects and effectiveness of mitigation measures set out above, in DOC's assessment, the concession is consistent with the relevant policies of the CGP.

❖ Conditions (Section 17X)

149. Under Part 3B, conditions can be imposed pursuant to section 17X. Under the FTAA, the Director-General is required to provide information to address conditions in accordance with Schedule 6, clauses 8 and 9. DOC's comments on conditions for each of the concession approvals are addressed in paragraphs 200 to 210 of this report. Conditions relating to rents, fees and royalties are addressed in the following section.

❖ Conditions relating to rents, fees, and royalties (Section 17Y)

150. Under Part 3B, rents, fees and royalties would be considered in accordance with Section 17Y. Under the FTAA, Clause 8(3) applies instead of section 17Y(1).
151. Fees and rent reviews are not applicable to the Willows Area Concession due to the activity applied for being low impact planting and pest control. These activities do not attract fees under DOC's current fee setting process.
152. The relevant fees for the Northern Area Concession (Coromandel Forest Park) are as follows:

Activity Fee

153. The following nine sites within the Northern Area Concession are categorised as a 'Small Telecommunications Facility' and attract the following annual activity fee, as set in DOC's Standard Activity Fee Price Book.

Site Name		
Piezometer 1	River Flow 1	River Flow 4
Piezometer 2	River Flow 2	Telemetry System 1
Piezometer 3	River Flow 3	Telemetry System 2

154. Total Annual Activity Fee: \$35,955.00 plus GST.

Monitoring Fee

155. Condition 85 listed in Schedule 3 of the Northern Area Concession's condition set (Appendix 1), permits monitoring of the concession activity by DOC at DOC's standard charge out rates, as listed below.

Staff charge out rates

156. Below are the current standard DOC charge-out rates for staff time and vehicle use applicable to monitoring the effects of the concession activity and compliance with concession conditions. Standard charge out rates are subject to change over the term of the concession.

Staff Tier	Charge out rate per hour
Tier 3 Directors and above (includes DDG/DG/Minister)	\$205.00 + GST
Solicitors	\$185.00 + GST
All Tier 4 Managers	\$140.00 + GST
All Tier 5 Staff	\$130.00 + GST

Vehicle charge out rates

157. Vehicle charge out rates are calculated to align with the IRD kilometre rates for the financial year. The current 2024 – 2025 rates are shown below and subject to change over the term of the concession.

Vehicle type	Tier 1 rate < 14,000 km	Tier 2 rate > 14,000 km
Petrol	\$1.17 per km	\$0.37 per km
Diesel	\$1.26 per km	\$0.35 per km
Petrol hybrid	\$0.86 per km	\$0.21 per km
Electric	\$1.08 per km	\$0.19 per km

Management Fee

158. \$150 per annum plus GST.

Rent Review (3 yearly)

159. \$100 per annum plus GST.

❖ **Term (Section 17Z)**

160. OGNZL is seeking a term of 30 years from date of approval for the Northern Area Concession. This is the maximum term allowable for a licence under section 17Z of the Conservation Act. OGNZL states that the maximum term is sought to ensure that the term of the concession adequately covers the life of the mine and associated closure activities, without the need for a further extension if any unforeseen delays occur. The requested term does not contradict the limitations set out in section 17Z of the Conservation Act and is considered reasonable.
161. OGNZL is seeking a term of 10 years from date of approval for the Willows Area Concession. This is the maximum term allowable for a permit under section 17Z of the Conservation Act. OGNZL states that the maximum term is sought to ensure that the term of the concession adequately covers all planting activities including the ongoing management and maintenance of the plantings. The requested term does not contradict the limitations set out in section 17Z of the Conservation Act and is considered reasonable.

Clause 7(1)(a)(iii) Other relevant provisions of Parts 3, 4, 4A, 5, 5B, and 5C of the Conservation Act 1987 that direct decision making in relation to Part 3B

❖ **Part 3: Conservation Areas**

162. Part 3 has been considered and is not relevant as the concession activities are not proposed within a Conservation Area managed under Part 3.

❖ **Part 4: Specially protected areas**

163. The Coromandel Forest Park is a “conservation park” as provided for under section 19 of Part 4.
164. Section 19(1) provides:

Every conservation park shall so be managed -

- a) That its natural and historic resources are protected; and*
- b) Subject to paragraph (a), to facilitate public recreation and enjoyment.*

165. Under the Conservation Act, the purpose for which the land is held under Part 4 “directs” decision making in relation to Part 3B, as it is relevant to the assessment required under section 17U(3). 17U(3) provides:

The Minister shall not grant an application for a concession if the proposed activity is contrary to the provisions of this Act or the purposes for which the land concerned is held.

166. Clause 7(1)(a)(ii) excludes 17U(3) as a matter that must be taken into account as part of that criteria. However, that exclusion is not stated in clause 7(1)(a)(iii), which refers generally to Part 3B. Section 19 is further considered below in relation to clause 7(1)(a)(vi) (the purpose for which the land is held).

Northern Area Concession

167. In light of DOC’s assessment of the effects and effectiveness of mitigation measures set out above, the concession activities proposed under the Northern Area Concession are not considered to be consistent with the purpose of which the land is held under s19 of the Conservation Act. In DOC’s assessment, the proposed mitigation measures in the draft concession conditions are not sufficient to appropriately address the adverse effects on natural resources, in particular native fauna.

Willows Area Concession

168. In light of DOC’s assessment of the effects and effectiveness of mitigation measures set out above, the concession activities proposed under the Willows Area Concession within the Coromandel Forest Park are considered to be consistent with the purpose of which the land is held under s 19 of the Conservation Act. In DOC’s assessment, the proposed mitigation measures in the draft concession conditions are sufficient to appropriately address the adverse effects on natural and historic resources as well as effects on recreation values.

❖ Part 4A: Marginal strips

169. Part 4A has been considered and is relevant to the concession activities within Mataura Stream Marginal Strip. The activities are considered to be consistent with the purpose for which the land is held under s24 of the Conservation Act and relevant statutory planning documents. In DOC’s assessment, the proposed mitigation measures in the draft concession conditions are sufficient to appropriately address the adverse effects on natural and recreation values.

❖ Part 5: Stewardship areas

170. Part 5 has been considered and is not relevant as the concession activities are not proposed within a Stewardship Area managed under Part 5.

❖ **Part 5B: Freshwater fisheries**

171. Part 5B has been considered and is not relevant as the concession activities do not relate to freshwater fisheries. Freshwater fisheries activities are addressed in the Freshwater Fisheries section 51 report.

❖ **Part 5C: Control of dogs**

172. Part 5C has been considered and is not relevant as the concession activities do not involve any dogs.

Clause 7(1)(a)(iv) - Approvals normally considered under the section 14AA of the Wildlife Act, sections 14, 14A, and 14AA of the Wildlife Act 1953

173. OGNZL has not applied for a concession that would otherwise be applied for under section 14AA of the Wildlife Act.

Clause 7(1)(a)(v) - Approvals normally considered under section 49 of the National Parks Act, section 49(2) of the National Parks Act 1980

174. OGNZL has not applied for a concession that would normally be applied for under section 49 of the National Parks Act 1980.

Clause 7(1)(a)(vi) - The purpose for which the land is held

175. Land held under the Conservation Act 1987 is held for conservation purposes. Conservation is defined in Section 2 of the Conservation Act as: “the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations”.

176. Details specific to the land within each concession area is set out below.

Northern Area and Willows Area Concessions

Descriptor	Classification
<i>Land</i>	Coromandel Forest Park (Part of) Part Whangamata 3
<i>Legal description</i>	Section 15 Blk VI Ohinemuri Survey District Section 6 Blk VI Ohinemuri Survey District Pt Whangamata 6 Pt Ohinemuri 20

	Pt Section 11 Blk III Ohinemuri Survey District Section 4 Blk III Ohinemuri Survey District
<i>History</i>	1935-1950: First became permanent State Forest Land 1971-1981: Became State Forest Park 1987: Named Coromandel Forest Park. Administered by DOC from DOC's inception in 1987.

177. The Coromandel Forest Park is held and managed under Section 19 of the Conservation Act 1987 for the purpose as described in s19(1) of protecting its natural and historic resources and to facilitate public recreation and enjoyment.
178. The Coromandel Forest Park contains a 72,000 ha forest continuum with rare coastal forests and is valued for its diverse native flora and fauna, scenic natural landscapes, rich history, ecosystem services, and wide range of recreation and tourism opportunities.
179. Indigenous forest covers a large part of the Park and includes mixed podocarp-broadleaf forest, remnant kauri, coastal pōhutukawa forest, and mānuka and kānuka shrubland feature in many areas. Priority forest ecosystem sites identified by DOC are found within the Wharekirauponga area at Papakai and Otahu.
180. The maintenance of ecological integrity and habitat connectivity, particularly in forest habitat on the Coromandel Peninsula, is a management priority for DOC. Ecosystems across the Park support diversity of flora and fauna, including many endemic and threatened and at-risk species. They support invertebrates, bats, birds and lizards, and provide important habitat for native frogs including Archey's and Hochstetter's. They sustain locally endemic reptile and invertebrate species, including, for example, the threatened Coromandel striped gecko (*Hoplodactylus stephensi* var. *coromandel*) and Pāua slug (*Schizoglossa novoseelandica*). The threatened Coromandel brown kiwi is also found across the Park, which is one of five strongholds for brown kiwi in New Zealand.
181. Wharekirauponga Track located within the Park provides recreation and tourism opportunities for day visitors particularly. The track itself is a heritage feature and passes through other heritage features such as the Royal Standard Battery and Tramway, as well as scenic landscapes throughout, which are a focal point for recreational visitors and concessionaires alike. A list of concessionaires that are authorised to operate in the area, including guiding can be found at paragraph 187 of this report. Hunters also frequent the area and contribute to pest control efforts within the Park.

Willows Area Concession

Descriptor	Classification
<i>Land</i>	Mataura Stream Marginal Strip (Part of)
<i>Legal description</i>	Crown Land Reserved from Sale adjoining Section 56 Blk XII Ohinemuri Survey District
<i>History</i>	1957: Became fixed marginal strip when adjacent Crown land was disposed of by the Crown. 1987: Became public conservation land. Administered by DOC from DOC's inception in 1987. Reserved under Sec.58 Land Act 1948.

182. Mataura Stream Marginal Strip is held and managed under Section 24 of the Conservation Act 1987 for conservation purposes, enabling public access to watercourses or bodies of water and public recreational use as described specifically in (CA, s24C (a-c)).
183. The marginal strip is adjacent to the Mataura Stream and provides maintenance for the stream and adjoining Ohinemuri River including water quality, aquatic life and protection of natural values.

Clause 7(1)(a)(vii) Any conservation management strategies or conservation management plans that have been co-authored, authored, or approved by a Treaty settlement entity

184. No Conservation Management Strategies or Conservation Management Plans have been co-authored, authored or approved by a Treaty settlement entity.

Advice note:

While no Management Plans or Strategies have been co-authored by a Treaty Settlement Entity at present, the Waikato CMS will be reviewed and redeveloped with the Pare Hauraki Collective post settlement, and this will occur within the term of the Northern Area and Willows Area concessions (30 years and 10 years).

Section 4.6 of the Waikato CMS states that the description of Hauraki Whanui values and interests are incomplete in the CMS due to the text being developed while the Treaty of Waitangi settlement process for Hauraki iwi was under active negotiation and it not being possible for Hauraki iwi to engage with the CMS drafting process at the time.

Section 7.7 of the Pare Hauraki Collective Redress Deed outlines the components of the Pare Hauraki Conservation Framework which requires the development of a Conservation Management Plan, Wāhi Tapu Framework and Relationship Agreement as well as a review of the Waikato Conservation Management Strategy 2014-2024,

Section 7.47 states that "Following settlement date there will be targeted review undertaken of the Waikato Conservation Management Strategy ('Waikato CMS').

The purpose of the Waikato CMS review will be to ensure Pare Hauraki values and interests are identified and provided for, including to enable exercise of kaitiakitanga over public conservation land and waters (s7.48.1) and take into account any relevant matters contained this collective redress deed (s7.48.2).

Both the development of a conservation management plan and Waikato CMS review will occur at the same time. (s7.49).

Clause 7(1)(a)(viii) - Any national park management strategy, conservation management strategy, national park management plan, or conservation management plan that has been co-authored, authored, or approved by a Treaty settlement entity

185. Not applicable.

Clause 7(1)(a)(ix) - Any reserve management plans that have been co-authored, authored, or approved by a Treaty settlement entity; the views of that entity on the proposed concession

186. Not applicable.

Clause 7(1)(a)(x) - The status, ownership, and administration of the land that would be subject to a concession

Northern Area Concession

Land	Status	Ownership	Administration
Coromandel Forest Park	Conservation Park	Crown	Department of Conservation

Willows Area Concession

Land	Status	Ownership	Administration
Coromandel Forest Park	Conservation Park	Crown	Department of Conservation
Mataura Stream Marginal Strip	Marginal Strip	Crown	Department of Conservation

Clause 7(1)(a)(xi) - Whether the land is subject to any existing arrangements that create obligations in relation to the land

187. The tables below set out the relevant existing permissions granted under conservation legislation for the areas to which the concession approvals relate. The names of individual permission holders have been withheld.

Willows Area Concession			
Permission ID	Holder	Type	Location
Active Permissions			
94716-GUI	New Zealand Professional Fishing Guides Association	Concession - Guiding Permit	Mataura Stream - Marginal Strip
48655-FLO	Botany Department, University of Otago	Concession - Research Permit – Lichen collection	All PCL (excluded sites are in contract)
CA-31615-OTH	Landcare Research New Zealand Limited (National Holder)	Concession - Research or Collection Permit- Low Impact	Mataura Stream - Marginal Strip
52097-FAU	Individual	Wildlife Act Permit – lizard salvage	Mataura Stream - Marginal Strip

Northern Area Concession			
Permission ID	Holder	Type	Location
Active Permissions			
45632-SSE	Colts Adventure Racing Limited	Concession - Sporting Event Permit	Coromandel Forest Park (All PCL within CFP)
CA-26856-GUI	Adventure Specialties Trust	Concession - Guiding Permit	Coromandel Forest Park (Wharekirauponga Track)
38738-GUI	Sidetracks Limited	Concession - Guiding Permit	Coromandel Forest Park (Wharekirauponga Track)
119494-GUI	The Real New Zealand Limited	Concession - Guiding Permit	Coromandel Forest Park (Wharekirauponga Track)
48655-FLO	Botany Department, University of Otago	Concession - Research Permit– Lichen collection	National Permit All PCL in NZ
100671-FLO	Individual	Concession - Research Permit– Plant collection	Coromandel Forest Park (All PCL within CFP)
97770-FLO	Scrub Growers Limited	Concession - Research Permit– Native seed collection	Coromandel Forest Park (All PCL within CFP)
119041-FLO	The University of Auckland (National Holder)	Concession - Research Permit– collection of fern spores	Coromandel Forest Park (All PCL within CFP)
98124-FLO	Individual	Concession - Research Permit– Fungi collection	Coromandel Forest Park (All PCL within CFP)
96180-FAU	Individual	Concession -Research or Collection Permit– native frog monitoring	Coromandel Forest Park (All PCL within CFP)

64146-FAU	Ospri New Zealand Limited	Wildlife Act Permit – trapping pest animals	All PCL in NZ
78754-RES	Individual	Wildlife Act Permit – Sample collection	Coromandel Forest Park (All PCL within CFP)
117317-FLO	Individual	Concession - Research Permit– landslide study	Coromandel Forest Park (All PCL within CFP)

188. The existence of existing permissions is particularly relevant to Clause (7)(3)(b), pursuant to which the Panel must decline an approval if :...*giving effect to the approval would result in the conferral of an interest in land that is incompatible with an existing interest in land.*

189. While it will ultimately be a matter for the Panel to consider, DOC does not consider that any of the existing permissions listed above confer an interest in land. DOC can provide further information regarding the existing permissions if it would be of assistance to the Panel.

Initialled Deed of Settlement with Ngāti Maru in relation to vesting of Pukehangī Maunga

190. DOC also notes the settlement negotiations with Ngāti Maru in relation to the Pukehangī Maunga. This is referred to in the section 18 report (page 10) as redress which has been negotiated with the Crown and Ngāti Maru and reflected in the initialled deed of settlement – specifically the vesting of the maunga above the 580 m contour, jointly to Ngāti Maru and Ngāti Hako. The negotiated redress is as follows:

Site name	Area	Redress details
Pukehangī -part CFP, part Otahu Ecological Area	14.1 hectares	Joint vesting to Ngāti Maru and Ngāti Hako subject to a conservation covenant

191. Based on the available information, DOC understands that the maunga is on the boundary of the Northern Area Concession and the Wharekirauponga Access Arrangement area. The redress is identified as part of the Otahu Ecological Area, which has been specifically excluded from OGNZL's application, however part is identified as Coromandel Forest Park which has not been excluded from OGNZL's application. This assessment is derived from the maps provided in the Northern Area Concession conditions,¹⁷ although DOC agrees with the statement in the section 18 report that access to the shapefiles of the concession area would allow a further thorough assessment.

192. Because the deed has not yet been signed, it does not fall within the definition of "Treaty settlement" in section 4 of the Act. However, the initialled deed indicates the Crown's commitment to the vesting of this area. On that basis, DOC considers that this falls within the scope of Clause 7(1)(a)(xi) and should be a matter for consideration by the Panel.

¹⁷ Oceana Gold (New Zealand) Limited, OGNZL D.07 Northern Area Concession Proposed Conditions – Clean, 37

Clause (7)(1)(a)(xii) - The legal and financial liabilities associated with decisions on leases, licences to occupy land, and easements

193. The legal and financial liabilities associated with the concession activities have been considered. DOC considers these matters are adequately covered by the Department's standard terms and conditions which have been incorporated in Schedule 2 of the conditions (see appendix 1 & 2) including conditions relating to health and safety, insurance, fee reviews, interest penalties, and defaults.

Other matters that the Director General's report must include information about – Clauses 4(1) and 4(2)

❖ *Any conservation management strategies or conservation management plans that have been co-authored, authored, or approved by a Treaty settlement entity – Clause 4(1)(a)*

194. Addressed above.

❖ *The purposes for which the land concerned is held – Clause 4(1)(b)*

195. Addressed above.

❖ *The status, ownership, and administration of the land that would be subject to the concession – Clause 4(1)(c)*

196. Addressed above.

❖ *Whether the land is subject to any existing arrangements that create obligations in relation to the land – Clause 4(1)(d)*

197. Addressed above.

❖ *The legal and financial liabilities – Clause 4(1)(e)*

198. Addressed above.

❖ *If the application is for a concession for electricity infrastructure in a national park, any statement of general policy for parks – Clause 4(1)(f)*

199. Not applicable

❖ *Conditions – Clauses 4(1)(g) and 4(2)*

200. This report must:

- Address any conditions that should be imposed in accordance with section 8 or section 84 (Schedule 6, clause 4(1)(g)); and
- Specify any conditions of those specified under section 78 that the Panel must impose in accordance with clause 9 (Schedule 6, clause 4(2)).

Any conditions that should be imposed in accordance with clause 8 – Clause 4(1)(g)

201. Clause 8 of Schedule 6 provides that section 17X of the Conservation Act applies with any necessary modifications to conditions for a concession as if the first reference in that section to the Minister were a reference to a panel. Section 17X provides: *In granting any concession, the Minister may impose such conditions as he or she considers appropriate for the activity, or facility....* The section then provides a non-exhaustive list of matters that conditions can relate to or provide for.
202. As set out above, the concession activities have the potential to adversely affect conservation values with a high impact within the footprint of proposed activities. In particular, these effects relate to the removal of vegetation, and drilling of the three piezometer sites and likely disturbance and killing of Threatened and At-Risk Fauna.
203. The engagement DOC has undertaken with OGNZL in relation to the condition sets is described in the Introductory Comments. The principal matters discussed through engagement in relation to the concession approvals have been:
- The inclusion of relevant conditions from the Wharekirauponga Access Arrangement conditions, that had not been included in the Northern Area Concession conditions.
 - Piezometer site selection protocols and MCA tool.
 - Conditions relating to vegetation clearance and salvage and translocation.
 - Conditions relating to management plans and the management plans themselves.
204. A track changed condition set for the Northern Area and Willows Area concessions, including comments, has been attached as Appendices 1 and 2.
205. As explained in its Covering Report, DOC considers that further explanation is required from OGNZL as to its proposed use of management plans for the purposes of the conservation approvals, including the concession approvals.
206. For the purposes of the Northern Area Concession, DOC notes specifically that it is not clear why conditions to include the objectives for the listed management plans and associated reporting conditions have not been included, when these conditions have been included in the access arrangement approval and a number of the relevant activities (i.e. to which the management plans relate) are the same. Further explanation from OGNZL is required.
207. As noted in the Covering Report, to date OGNZL has not provided finalised copies of management plans. At this stage, therefore, DOC is not in a position to provide specific comment on the draft management plans as relevant to the concession approvals.
208. Conditions relating to rents, fees or royalties are addressed from paragraph 150.

Any conditions that should be imposed in accordance with section 84 – Clause 4(1)(g)

209. At this stage, DOC has not identified any conditions that specifically relate to Treaty settlements that should be imposed in accordance with section 84. Relevant iwi entities have been invited to provide comments and will be best placed to advise on whether conditions should be imposed.

Specify any conditions of those specified under section 78 that the Panel must impose in accordance with clause 9 – Clause 4(2)

210. No conditions under section 78 have been specified.

7. Other relevant information

211. For each of the concession approvals, OGNZL seeks approval to undertake pest control activities. For the Northern Area Concession, the draft conditions indicate that the activities will be undertaken: in accordance with the Wharekirauponga Animal Pest Management Plan (Schedule 1, clause 2). For the Willows Area Concession, the draft conditions indicate that the activities will be undertaken: in accordance with the Ecology and Landscape Management Plan – Waihi Area (ELMP – Waihi).
212. Activities such as pest monitoring for the purposes of pest control can be approved under a concession. However, the use of toxins, and hunting/killing of any animal via any method (e.g. bait, trapping, shooting etc.), cannot be approved under a concession.
213. Use of toxins requires a s 95A Hazardous Substance and New Organisms Act (HSNO Act) approval as is recognised in OGNZL's fast-track application. The activities of hunting/killing of any wildlife on conservation land requires a s 38 Conservation Act permit (it is an offence to kill, poison etc without a permit issued under s 38(4)). A s 38 permit cannot be granted under the Fast-track Approvals Act, but a s 38 permit (and authorisation under the Wildlife Act to incidentally kill wildlife) can be authorised simultaneously with the HSNO Act approval, and separate applications are not required. DOC has raised this with OGNZL, and OGNZL understands these additional approvals are required.

8. Consistency with Treaty of Waitangi settlements

214. DOC has read the section 18 report prepared by the Ministry of the Environment. DOC agrees that the primary matter for consideration by the Panel as relevant to the concession approvals will be the consultation requirements for conservation approvals in the Ngāi Tai Ki Tamaki Deed of Settlement and Pare Hauraki Collective Agreement Deed of Settlement.
215. DOC has provided comments above (in relation to Clause 7(1)(a)(xi)) in relation to the initialled Deed of Settlement with Ngāti Maru and Pukehangi Maunga.

9. Treaty partner engagement

216. A summary of the engagement DOC has undertaken with its Treaty partner, including the views received, is set out in the Covering Report provided with the Director-General's reports.
217. As relevant to the concession approvals (in particular the Northern Area Concession), the Director-General highlights the following aspects of the feedback received:

- Ngāti Hako has highlighted that Wharekirauponga is an area of high cultural significance. Significant concerns regarding the potential impacts of the Waihi North Project on taonga species, particularly Archey's frog (pepeketua). They stress the cultural importance of these species and advocate for DOC's active involvement in biodiversity planning and implementation. Ngāti Hako supports a collaborative approach to protection of taiao, calling for co-designed mitigation, monitoring, and adaptive management strategies to ensure the long-term safeguarding of ecological and cultural values.
- Ngāti Pū emphasised the importance of protecting terrestrial wildlife within the context of the Waihi North Project. Their concerns reflect a deep cultural and environmental responsibility to safeguard native species and habitats, particularly those located at Wharekirauponga. They also emphasised on desire for collective iwi voice and how collaboration with DOC to protect te taiao is critical. Their position reflects a broader commitment to the integrity of te taiao and the wellbeing of species that hold ecological and cultural significance.
- Ngāti Tara Tokanui have raised concerns generally about the fast-track process and how it threatens to undo progress made because of existing legal and regulatory frameworks.

218. Although not the decision maker, DOC has acted in good faith by engaging with Treaty partners. The feedback received generally aligns with DOC's interest in ensuring adequate protection of conservation values. DOC understands that relevant Māori entities will have the opportunity to review DOC's agency reports and provide comments for the Panel to consider. At this stage, therefore, DOC does not suggest any additional conditions that may be required to specifically address the interest of these relevant Māori entities.

219. DOC would happily participate in further collaborative discussions between OGNZL and iwi on mitigation measures if that is useful for the Panel.

10. Appendices

Appendix 1: Northern Area Concession Conditions (DOC track changes and comments)

Appendix 2: Willows Area Concession Conditions (DOC track changes and comments)

WAIHI NORTH PROJECT - PROPOSED NORTHERN AREA CONCESSION CONDITIONS

DOC marked up version, 11 August 2025

SCHEDULE 1

1.	Land (clause 2)	<p>As marked "Northern Concession Area" on the attached plan or map in Schedule 4 being:</p> <p>Physical Description/Common Name: Part Coromandel State Forest Park</p> <p>Land Status: Conservation Park, held under section 19 of the Conservation Act</p> <p>Area: Wharekirauponga catchment</p> <p>Map Reference: As per map in Schedule 4</p> <p>Coordinates: As provided in Schedule 4</p> <p><i>Note: No works are to occur within the Otahu Dedicated Area and the Parakiwai Geological Area.</i></p>
2.	Concession Activity (clause 2)	<p>Pest control and monitoring</p> <ul style="list-style-type: none">To be undertaken in accordance with the Wharekirauponga Animal Pest Management Plan <p>Hydrogeology</p> <ul style="list-style-type: none">Drilling and installation of three new near-stream piezometers.Groundwater sampling from all piezometers. <p>Surface Water</p> <ul style="list-style-type: none">Installation and operation of four river flow monitoring stations, and continued use of existing surface water monitoring siteWater quality sampling.Continued use of a flow tracker for flow gauging. <p>Telemetry</p> <ul style="list-style-type: none">The installation and maintenance of a telemetry system to transmit environmental data <p>Low impact monitoring activities</p>

Commented [A1]: DOC considers there are still fundamental aspects of OGNZL's proposed use of management plans for the purposes of the DOC approvals that remain unclear. Clarification from OGNZL before DOC can comment on whether or not the approach is appropriate.



		<ul style="list-style-type: none"> Noise monitoring Vibration monitoring Ecological surveys <p>Helicopter use</p> <ul style="list-style-type: none"> The hovering of helicopters delivering equipment associated with the placement, maintenance, use, monitoring and subsequent removal of piezometers, river flow monitoring stations, and a telemetry system.
3.	Term (clause 3)	{30 years from date of approval}
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	{30 years from date of approval}
6.	Concession Fee (clause 4)	<p>Annual Activity Fee: \$35,955{TBC} per annum plus GST</p> <p>Annual Management Fee: \$250{TBC} per annum plus GST</p> <p>Monitoring Fee: <u>Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.</u></p>
7.	Annual Environmental Monitoring Fee (clause 9)	Not Required
8.	Community Services Contribution (clause 6)	Not Required
9.	Total payment to be made per annum (clause 4)	<p>\$36,205 per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6)).</p> <p>Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8))</p>



10.	Concession Fee Payment Date(s) (clause 4)	<u>Annually Due on or before payment date specified by the Grantor Minister in the Grantor's Minister's invoices.</u>
11.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). <u>See Reserve Bank of New Zealand website</u>
12.	Concession Review Date(s) (clause 5)	<u>None The Concession review dates shall be every three years during the term of the concession</u>
13.	Health and Safety (clause 13)	Audited Safety Plan: Not required
14.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	Addresses for Notices (clause 24)	The <u>Grantor's Minister's</u> address is: Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: <u>0800 275 362</u> ; Email: <u>thames@doc.govt.nz</u> <u>Postal Address:</u> <u>Department of Conservation</u> <u>Attn: National Transaction Centre</u> <u>PO Box 5244</u> <u>Dunedin 9054</u> <u>Phone: (03) 477 0677</u> <u>Email: transactioncentre@doc.govt.nz</u>
		The Concessionaire's address in New Zealand is: Physical: 22 Maclaggan Street, Dunedin 9016



		Postal: PO Box 5442 Dunedin 9054 Phone: 03 479 2922 Email: NZ.Legal@oceanagold.com
16.	Guarantee (clause 29)	Not required
17.	Special Conditions (clause 34)	See Schedule 3
18.	Processing Fee (clause 4)	<u>As set out in any invoice</u> \$TBC + GST

Note: The clause references are to the [Minister/Grantor's](#) Standard Terms and Conditions of Licence set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF [PERMIT/LICENCE](#)

1. Interpretation

- 1.1 In this Concession unless the context otherwise requires "Structures" means chattels of any description.
- 1.2 Where the [Grantor/Minister's](#) consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the [Grantor/Minister](#) for each separate occasion it is required notwithstanding that the [Grantor/Minister](#) has granted consent or approval for a like purpose on a prior occasion.
- 1.3 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.4 Where this Concession requires the [Grantor/Minister](#) to exercise a discretion or give any approval or provides for any other actions by the [Grantor/Minister](#), then the [Grantor/Minister](#)



must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

- 1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 24 is to apply.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the [GrantorMinister](#) with evidence of the competency and qualifications of its employees and contractors if the [GrantorMinister](#)so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the [GrantorMinister](#), as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay the Processing Fee (Item 18 of Schedule 1) to the [GrantorMinister](#) in the manner directed by the [GrantorMinister](#). The concession may be cancelled if the relevant fees are not paid upon invoice.
- 4.2 The Concessionaire must pay to the [GrantorMinister](#) in the manner directed by the [GrantorMinister](#) the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date, then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The [GrantorMinister](#) is to review the Concession Fee on the Concession Fee Review Dates in the following manner:



- (a) The [GrantorMinister](#) must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
- (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the [Grantor Minister](#) considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- (c) If, within 28 days of receipt of the [Grantor's Minister's](#) notice, the Concessionaire gives notice to the [Grantor Minister](#) that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 5.2(a) or (b).
- (d) If the Concessionaire does not give notice to the [GrantorMinister](#) under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the [GrantorMinister's](#) notice.
- (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
- (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the [GrantorMinister's](#) notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the [GrantorMinister](#) or by the Concessionaire, whichever is applicable.

5.2 Immediately after the Concessionaire gives notice to the [GrantorMinister](#) under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 22) or, if the parties agree,
- (b) By registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.



- (ii) If the party receiving a notice does not appoint a valuer within the 14-day period, the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
- (iii) Before commencing their determination, the respective valuers must appoint an umpire who need not be a registered valuer.
- (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
- (v) In determining the Concession Fee, the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d)
 - (i) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (ii) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and



- (iii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 6.2 The [Grantor/Minister](#) is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the [Grantor/Minister](#) has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the [Grantor/Minister](#) pay such sum to the [Grantor/Minister](#) within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.
- 6.4 Where the [Grantor/Minister](#) or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the [Grantor/Minister](#) the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 10 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the [Grantor/Minister](#).
- 7.2 The [Grantor/Minister](#) may in the [Grantor/Minister's](#) discretion decline any application for consent under clause 7.1.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the [Grantor/Minister](#), in the [Grantor/Minister's](#) discretion, decides otherwise.
- 7.4 If the [Grantor/Minister](#) gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.



- 7.5 The Concessionaire must pay the costs reasonably incurred by the [Grantor/Minister](#) incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the [Grantor/Minister](#).
- 8. What are the obligations to protect the environment?**
- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land unless as otherwise provided for by any approvals held by the Concessionaire in relation to the Waihi North Project; or light any fire on the Land without the prior consent of the [Grantor/Minister](#).
- 8.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 8.3 If directed by the [Grantor/Minister](#), the Concessionaire must take all steps necessary to control, or, at the [Grantor/Minister](#)'s option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the [Grantor/Minister](#), engage a pest exterminator approved by the [Grantor/Minister](#).
- 8.4 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the [Grantor/Minister](#) and for the disposal of all refuse material and is to comply with the reasonable directions of the [Grantor/Minister](#) in regard to these matters.
- 8.5 The Concessionaire must keep all Structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the [Grantor/Minister](#) the Concessionaire must paint all Structures and facilities in colours approved by the [Grantor/Minister](#) and with paints of a type approved by the [Grantor/Minister](#).
- 8.6 If, during the Term, the Concessionaire removes a Structure or facility from the Land the Concessionaire must, unless the [Grantor/Minister](#) directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 8.7 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 8.8 The Concessionaire must not bury:
- (a) Any toilet waste within 50 metres of a water source on the Land; or
 - (b) Any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.



9. What about Environmental Monitoring?

- 9.1 The Concessionaire must, during the Term, if the [Grantor/Minister](#) so directs, design in consultation with the [Grantor/Minister](#) and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
- 9.2 If the [Grantor/Minister](#) does not issue a direction under clause 9.1 the Concessionaire must, during the Term, pay to the [Grantor/Minister](#) the annual Environmental Monitoring Fee specified in Item 7 of Schedule 1 to enable the [Grantor/Minister](#) to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10. When can new Structures be erected, or land alterations occur?

- 10.1 The Concessionaire must not erect, alter or bring on to the Land any Structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the [Grantor/Minister](#).
- 10.2 In giving approval under clause 10.1 the [Grantor/Minister](#) may, in the [Grantor/Minister](#)'s sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the [Grantor/Minister](#) considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 10.3 The Concessionaire must pay to the [Grantor/Minister](#) all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 10.4 The Concessionaire must, upon request by the [Grantor/Minister](#), submit written engineering or building plans and details to the [Grantor/Minister](#) for approval before:
- (a) erecting new Structure or altering any Structure on the Land
 - (b) altering the Land in any way.

11. What about advertising?

- 11.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the [Grantor/Minister](#). At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 11.2 If directed by the [Grantor/Minister](#), the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the [Grantor/Minister](#) on land administered by the Department.

11.3 If directed by the [Grantor/Minister](#), the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.

11.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

12. What are the liabilities and who insures?

12.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the [Grantor/Minister](#) and the [Grantor/Minister's](#) employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.

12.2 The Concessionaire must indemnify the [Grantor/Minister](#) against all claims, actions, losses and expenses of any nature which the [Grantor/Minister](#) may suffer or incur or for which the [Grantor/Minister](#) may become liable arising from the Concessionaire's performance of the Concession Activity.

12.3 The Concessionaire must indemnify the [Grantor/Minister](#) against all claims, actions, losses and expenses of any nature which the [Grantor/Minister](#) may suffer or incur or for which the [Grantor/Minister](#) may become liable arising from the Concessionaire's performance of the Concession Activity. This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.

12.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the [Grantor/Minister](#), or any contractor or supplier to the [Grantor/Minister](#), or any employee or agent of the [Grantor/Minister](#).

12.5 Despite anything else in clause 12 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.

12.6 The [Grantor/Minister](#) is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 12.7, such damage or interference is caused by any wilful act or omission of the [Grantor/Minister](#), the [Grantor/Minister's](#) employees, agents or contractors.

12.7 Where the [Grantor/Minister](#) is found to be liable in accordance with clause 12.6, the total extent of the [Grantor/Minister's](#) liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.



- 12.8 Despite anything else in clause 12 the [GrantorMinister](#) is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.9 Without prejudice to or in any way limiting its liability under this clause 12 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 15 of Schedule 1 with a substantial and reputable insurer.
- 12.10 After every three-year period of the Term the [GrantorMinister](#) may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under clause 12.9. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 12.11 The Concessionaire must provide to the [GrantorMinister](#) within 5 working days of the [GrantorMinister](#) so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

13. What about Health and Safety?

- 13.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 13 of Schedule 1), and with any safety directions of the [GrantorMinister](#).
- 13.2 Before commencing the Concession Activity, the Concessionaire must, where the Concessionaire has *Qualmark* or *Outdoorsmark* certification, provide the [GrantorMinister](#) with a copy of that certification.
- 13.3 If the Concessionaire does not hold *Qualmark* or *Outdoorsmark* certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the [GrantorMinister](#); and forward to the [GrantorMinister](#) a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and



(c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the [GranterMinister](#) within 5 working days of the certificate being issued.

13.4 Receipt of the safety plan/auditor certificate by the [GranterMinister](#) is not in any way to limit the obligations of the Concessionaire under clause 13 and is not to be construed as implying any responsibility or liability on the part of the [GranterMinister](#).

13.5 The Concessionaire must:

- (a) notify the [GranterMinister](#) of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
- (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
- (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
- (d) record and report to the [GranterMinister](#) all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 13;
- (f) be satisfied that facilities or equipment provided by the [GranterMinister](#) to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that t
- (h) e material or equipment is treated with due and proper care.

14. What are the compliance obligations of the Concessionaire?

14.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987, or any general policy statement made under the Conservation Act 1987, or Wildlife Act 1953, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, Wildlife Act 1953 and any other statute, ordinance, regulation,
- (c) ylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953; and
- (d) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (e) with all Department signs and notices placed on or affecting the Land; and
- (f) with all reasonable notices and directions of the [GrantorMinister](#) concerning the Concession Activity on the Land.

14.2 The Concessionaire must comply with this Concession.

14.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 14.1.(a) is deemed to be a breach of this Concession.

14.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15. What are the [GrantorMinister](#)'s rights to remedy defaults?

15.1 The [GrantorMinister](#) may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the [GrantorMinister](#) must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15.2 The Concessionaire must pay to the [GrantorMinister](#) forthwith on demand all reasonable costs and expenses incurred by the [GrantorMinister](#), including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the [GrantorMinister](#)'s demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

15.3 The Concessionaire must pay to the GrantorMinister forthwith on demand all reasonable costs and expenses incurred by the GrantorMinister, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's Minister's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

16. When can the Concession be suspended?

- 16.1 If, in the GrantorMinister's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the GrantorMinister may suspend this Concession.
- 16.2 If, in the GrantorMinister's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the GrantorMinister considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the GrantorMinister, then the GrantorMinister may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the GrantorMinister's satisfaction.
- 16.3 The GrantorMinister may suspend the Concession for such period as the GrantorMinister determines where the Concessionaire has breached any terms of this Concession.
- 16.4 The GrantorMinister may suspend this Concession while the GrantorMinister investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the GrantorMinister investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 16.5 The GrantorMinister may suspend this Concession while the GrantorMinister investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the GrantorMinister investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act. The word "investigates" in clause 16.4 includes the laying of charges and awaiting the decision of the Court.
- 16.6 During any period of temporary suspension arising under clauses 16.1 or 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

- 16.7 The [GrantorMinister](#) is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 16 including loss of profits.

17. When can the Concession be terminated?

- 17.1 The [GrantorMinister](#) may terminate this Concession either in whole or in part:
- (a) By 14 days' notice to the Concessionaire if the Concession Fee or any other money payable to the [GrantorMinister](#) under this Concession is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) By 14 days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the [GrantorMinister](#) if;
 - (i) The Concessionaire breaches any terms of this Concession and in the [GrantorMinister](#)'s sole opinion the breach is able to be rectified; and
 - (ii) The [GrantorMinister](#) has notified the Concessionaire of the breach; and
 - (iii) The Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the [GrantorMinister](#); or
 - (c) By notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the [GrantorMinister](#) the breach is not capable of being rectified; or
 - (d) Immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 12.9 and 13; or
 - (e) By notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the [GrantorMinister](#), the conduct of the Concession Activity is manifestly inadequate; or
 - (f) By notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the [GrantorMinister](#)'s sole opinion affects or relates to the Concession Activity; or
 - (g) By notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other



enactment affecting or relating to the Land or which in the [Grantor's Minister's](#) sole opinion affects or relates to the Concession Activity; or
By notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or

- (h) Immediately if there is, in the opinion of the [Grantor Minister](#), a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

- 17.2 The [Grantor Minister](#) may exercise its power to terminate under 17.1(h) without giving notice.
- 17.3 The [Grantor Minister](#) may exercise the [Grantor Minister's](#) right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the [Grantor Minister](#) or any indulgence granted by the [Grantor Minister](#) for any matter or default.
- 17.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

18. What happens on termination or expiry of the Concession?

- 18.1 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any Structures or other improvements placed or carried out by the Concessionaire on the Land.
- 18.2 The Concessionaire may, with the [Grantor Minister's](#) written consent, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the [Grantor Minister](#) and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.
- 18.3 The Concessionaire must, if the [Grantor Minister](#) gives written notice, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the [Grantor Minister](#) and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a

similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the [Grantor/Minister](#) cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

19. When is the [Grantor/Minister](#)'s consent required?

- 19.1 Where the [Grantor/Minister](#)'s consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the [Grantor/Minister](#) may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the [Grantor/Minister](#) considers appropriate.

20. Are there limitations on public access and closure?

- 20.1 The Concessionaire acknowledges that the Land is open to the public for access and that the [Grantor/Minister](#) may close public access during periods of high fire hazard or for reasons of public safety or emergency.

21. What about other concessions?

- 21.1 Nothing expressed or implied in this Concession is to be construed as preventing the [Grantor/Minister](#) from granting other concessions, whether similar or not, to other persons provided that the [Grantor/Minister](#) must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

22. How will disputes be resolved?

- 22.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 22.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 22.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law

Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

- 22.4 The arbitrator must include in the arbitration award reasons for the determination.
- 22.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

23. What about prosecution for offences?

- 23.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the [GrantorMinister](#) under this Concession is to preclude the [GrantorMinister](#) from prosecuting the Concessionaire; and
- (b) no failure by the [GrantorMinister](#) to prosecute the Concessionaire is to preclude the [GrantorMinister](#) from exercising the [GrantorMinister](#)'s remedies under this Concession; and
- (c) any action of the [GrantorMinister](#) in prosecuting the Concessionaire is not to preclude the [GrantorMinister](#) from exercising the [GrantorMinister](#)'s remedies under this Concession.

24. How are notices sent and when are they received?

- 24.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 16 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) In the case of personal delivery, on the date of delivery;
 - (b) In the case of post, on the 3rd working day after posting;
 - (c) In the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 24.2 If any party's details specified in Item 16 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

25. What is the scope of the Concession?

- 25.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject

matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

26. Can provisions be severed?

- 26.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

27. What about the payment of costs?

- 27.1 The Concessionaire must pay the [GrantorMinister](#)'s legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 27.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the [GrantorMinister](#)) arising out of and associated with steps taken by the [GrantorMinister](#) to enforce or attempt to enforce the [GrantorMinister](#)'s rights and powers under this Concession including the right to recover outstanding money owed to the [GrantorMinister](#).

28. What is the relationship of parties?

- 28.1 Nothing expressed or implied in this Concession is to be construed as:
- (a) Constituting the parties as partners or joint venturers;
 - (b) Conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (c) Granting any exclusive estate or interest in the Land to the Concessionaire;
 - (d) Affecting the rights of the [GrantorMinister](#) and the public to have access across the Land.

29. What about a Guarantee?

- 29.1 Where the [GrantorMinister](#) has in Item 17 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.
- 29.2 In consideration of the [GrantorMinister](#) entering into this Concession at the Guarantor's request the Guarantor:
- (a) Guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
 - (b) Indemnifies the [GrantorMinister](#) against any loss the [GrantorMinister](#) might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

29.3 The Guarantor covenants with the [Grantor/Minister](#) that:

- (a) No release, delay, or other indulgence given by the [Grantor/Minister](#) to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
- (b) As between the Guarantor and [Grantor/Minister](#) the Guarantor may, for all purposes, be treated as the Concessionaire and the [Grantor/Minister](#) is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
- (c) The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
- (d) Any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
- (e) Should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

30. What about Co-Siting?

30.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.

30.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the [Grantor/Minister](#).

30.3 The [Grantor/Minister](#)'s consent must not be unreasonably withheld but is at the [Grantor/Minister](#)'s sole discretion and subject to such reasonable terms and conditions as the [Grantor/Minister](#) thinks fit including a requirement that the Co-Sitee be liable for direct payment to the [Grantor/Minister](#) of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.

30.4 In addition, the [Grantor/Minister](#) must withhold consent if:

- (a) The Co-Siting would result in a substantial change to the Concession Activity on the Land; or
- (b) The [Grantor/Minister](#) considers the change to be detrimental to the environment of the Land.

- 30.5 Subject to clause 30.4 the Concessionaire must, if required by the [Grantor/Minister](#), allow Co-Siting on the Land.
- 30.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) Detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) Materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) Obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) Interfere with or prevent future forecast works of the Concessionaire,
- The [Grantor/Minister](#), must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the [Grantor/Minister](#) confirming or rejecting the presence of the matters specified in this clause 30.6. The [Grantor/Minister](#) must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 30.6.
- 30.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.8 Where the Concessionaire is required under clause 30.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 30.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the [Grantor/Minister](#) having regard to, but not limited to, the following matters:
- (a) Any written comments or submissions of the Concessionaire and third party;
 - (b) Market value for the concession activity proposed by the third-party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) Any other matters the [Grantor/Minister](#) considers relevant.
- 30.9 If the Concessionaire does not accept the [Minister/Grantor's](#) determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.

- 30.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the [Grantor Minister](#) in terms of which the Co-Sitee may be required to pay to the [Grantor Minister](#) a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 30.11 The [Grantor Minister](#) must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

31. What about Identification cards and the [Grantor's Minister's](#) Approved Label?

- 31.1 Before commencing the Concession Activity the Concessionaire must, if required by the [Grantor Minister](#) in Item 14 of Schedule 1, obtain Concessionaire Identification cards from the [Grantor Minister](#). The [Grantor Minister](#) is to supply such cards to the Concessionaire on a cost recovery basis.
- 31.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 31.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
- 31.4 The Concessionaire may also access, use and/ or display the [Grantor Minister's](#) "Approved Label". This right only exists once the Concessionaire agrees to comply with the [Grantor Minister's](#) Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the [Grantor Minister](#) is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 31.5 The right under this clause 31.4 does not affect the obligation in this clause 31 to carry and display a Concession Identification card.

32. Which clauses survive termination?

- 32.1 Clauses 12 and 24 survive the termination of this Concession.

33. When can the conditions of the Concession be varied?



33.1 The [GrantorMinister](#) may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.

33.2 Nothing in clause 33.1 otherwise affects the [GrantorMinister](#)'s rights to vary the Concession under section 17ZC of the Conservation Act 1987.

34. Are there any Special Conditions?

34.1 Special conditions are specified in Schedule 3.

35. The Law

35.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

Special Conditions

General

- 1 The Concessionaire must conduct the Activity in accordance with the application dated [dd/mm/yyyy].

Management Plan Conditions

- 2 All Activities authorised by this Concession must be undertaken in accordance with the following management plan included in Part H of the application documents, or any amended versions that may be made under Condition 3:
 - a. Ecology and Landscape Management Plan – Wharekirauponga Underground Mine.
 - b. Wharekirauponga Animal Pest Management Plan.
 - c. Coromandel Forest Park Kauri Dieback Management Plan.
 - d. Native Frog Monitoring Plan.
 - e. Fencing Plan.
 - e.f. Native Frog Salvage Release Plan.
- 3 The Concessionaire may make amendments to any of the management plans referred to in Condition 2 at any time, provided that:
 - a. The Concessionaire must invite the Manager to participate in a collaborative workshop with the Concessionaire to discuss the proposed amendments.
 - b. If the Manager agrees to participate in a workshop:
 - i. The Concessionaire must provide a copy of the amended management plan to the Manager at least 15 working days before the workshop;
 - ii. The Concessionaire must circulate a record of the workshop discussions to the Manager within 5 days of the completion of the workshop; and
 - iii. The Manager must be given an opportunity to provide written feedback to the Concessionaire on the management plan amendments within 15 working days of the completion of the workshop.
 - c. If the Manager declines the opportunity to participate in a collaborative workshop, the Concessionaire must provide a copy of the amended management plan to the Manager, and give the Manager 15 working days to provide written feedback to the Concessionaire on the proposed amendments.
 - d. If the Manager has not, within 15 Working Days of receipt of the amendment, advised the Concessionaire that Condition 3e applies, any Works associated with the amendment may proceed and the Management Plan will be deemed to be certified.

Commented [A2]: DOC considers OGNZL's use of two management plans for kauri mitigation within the Coromandel Forest Park a duplication and preference is for the Coromandel Forest Park Kauri Dieback Management Plan to cover the Northern concession. Kauri mitigation protocols within the ELMP are unnecessary duplication if the Coromandel Forest Park Kauri Dieback Management Plan has sufficient detail. However, we have not viewed finalised management plans to provide confirmation of this detail.

Commented [A3]: Subject to the general comment about the use of management plans, DOC notes that it opposes the use of a 'deemed certification' process.



- e. Except where Condition 3b applies, until an amendment is approved any work must be conducted in accordance with the existing Management Plan.

Commented [A4]: DOC considers there are still fundamental aspects of OGNZL's proposed use of management plans for the purposes of the DOC approvals that remain unclear. Clarification from OGNZL before DOC can comment on whether or not the approach is appropriate.

Exclusions Conditions

- 4 The Concessionaire will not undertake the following activities on the land:
- (a) Undertake any helicopter, drilling, and installation activities at any drill site(s) within 400 m of any open section of the Wharekirauponga track during the high visitor period of 23rd December to 6th February (inclusive);
 - (b) Disturb or hinder public use, access or enjoyment of the Land otherwise unaffected by the authorised Activities under this Concession;
 - (c) Use permanent paint on vegetation or rock for marking purposes;
 - (d) Construct any new tracks involving vegetation clearance without prior approval.
 - (e) Establish any drill sites within 10 m of a natural inland wetland, except for those sites which are established to install wetland monitoring piezometers.
 - (e)(f) Undertake any activity that requires ground disturbance within 200 m of recorded archaeological site T12/1262 (Pā site).

Commented [A5]: Amendment requested to exclusion condition. The pa site hasn't been mentioned in application but is within the Northern concession area.

Location of Portable Drill Rig Sites

- 5 At least 20 working days prior to clearing vegetation or undertaking drilling or construction activities at any of the portable drill rig sites listed pursuant to Schedule 4, the Concessionaire must:
- a. Consider the site location(s) from the list provided in Schedule 4 by applying the requirements of the Waihi North Project Site Selection Protocol, annexed as Attachment 1 to this Concession; and
 - b. Prepare a Siting Report which provides:
 - i. The results of the site assessment undertaken in accordance with the *Waihi North Project Site Selection Protocol*;
 - ii. The locations of the selected sites; and
 - iii. The expected duration of construction and operations at each site; and
 - iv. Submit the Siting Report to the Manager for certification that the *Waihi North Project Site Selection Protocol* has been appropriately applied.

Commented [A6]: DOC considers there are still fundamental aspects of concern with OGNZL's proposed use of site selection protocols at portable drill rig sites. Clarification from OGNZL and amendments to the protocols is required before DOC can comment on whether or not the approach is appropriate.

At least 10 working days prior to drilling at any portable rig sites, the Concessionaire must provide the Manager with notice of the GPS information and/or NZTM co-ordinates of the location.



Advice Note: The Siting Report will be prepared in conjunction with the Siting Report prepared in accordance with the resource consent requirements applying to the 'Waihi North Project – Conditions for the Hauraki District Council Land Use Consents'.

Vegetation Clearance and Site Disturbance Associated with Portable Drill Rig Sites

- 6 Vegetation clearance and disturbance at each portable drill rig site must not exceed 32 m² and must limit ground disturbance and vegetation clearance only to that necessary to accommodate the required equipment.

Advice Note: Vegetation clearance associated with portable drill rig sites does not require tree clearance but will comprise the clearance of any canopy material required to lower equipment into the site via helicopter, and the movement of any groundcover, wood debris, and forest duff within the identified area.

- 7 Prior to undertaking vegetation removal at any portable drill rig site, the Concessionaire will ensure that that an ecological survey is undertaken by one or more suitably qualified ecologist(s) (including a suitably qualified herpetologist). The survey(s) will be undertaken over the area of the proposed site, plus a 10 m wide buffer surrounding the site.
- 8 The purpose of the survey(s) undertaken under Condition 7 is to provide a description of the wildlife and vegetation present, including all species of flora and fauna present and the number, size (height and diameter at breast height) and estimated age of mature canopy and emergent trees.
- 9 Surveys undertaken under Condition 7 will be undertaken once at night for frogs and once at night and once at day for lizards, during climatic conditions that maximise the chance of native frog emergence (warm – at least 12 degrees C, after rain – i.e. ground and understory vegetation must be wet or moist, and little or no wind) and lizards (at least 12 degrees C and fine weather).
- 10 If surveys required under condition 7 are undertaken during the Archey's frog breeding season (October to February inclusive) when male frogs are not emerging and are thus undetectable and highly vulnerable to disturbance (as are eggs/froglets) and if four or less 'At Risk' or 'Threatened' frogs are found, the site must be fenced (as per the fencing required by Conditions 11 and 2449) and the site resurveyed for an additional night (under environmental conditions outlined in Condition 9) outside of the breeding season (March to September inclusive) as per the methodology and climatic conditions detailed in Condition 9 to confirm the minimum number of native frogs present. If five or more 'At Risk' or 'Threatened' frogs are found, then Condition 12 applies. If survey(s) are undertaken outside of the breeding season (March to September inclusive) as per the methodology and climatic conditions detailed in Condition 9 and if four or less 'At Risk' or 'Threatened' frogs are found, then Conditions 13 - 176 apply. Best practice survey methods will be employed by the suitably qualified ecologist(s).

Commented [A7]: [Mention was removed] This does not seem to correspond to the correct condition number. Also other condition numbers in the document do not seem to be correct



- 11 The Concessionaire will erect an exclusion fence within 5 days after the frog survey. Exclusion fences will be regularly inspected and maintained. If an exclusion fence cannot be erected within 5 days of a survey, then the site will be resurveyed for an additional night (under environmental conditions outlined in Condition 9). Once constructed, the integrity of fences will be maintained at all times and a final fence inspection will be completed by the Concessionaire no earlier than 2 days before works commence. If the integrity of the fence is not continuously maintained, the fence will be repaired, and the site will be resurveyed for frogs for an additional night (as outlined in Condition 9). Sites with fences in place for more than 6 months will also be resurveyed for frogs for an additional night (under environmental conditions outlined in Condition 9) to remove any doubt that frogs have accessed the site during this period. If any resurvey occurs when climatic conditions do not maximise the chance for native frog emergence, the Concessionaire will seek advice from the Manager on how to proceed, this may include delaying works until surveys can be completed in suitable conditions. Fenced sites with rigs on them are exempt from the 6 month re-survey requirement.
- 12 If five or more 'At Risk' or 'Threatened' frogs or lizards are found during any ecological survey(s), or one or more northern striped gecko (*Toropuku "Coromandel"*) is found during any ecological survey(s), then the Concessionaire shall determine if there is an alternative 18 m X 13 m area within the ecological survey area(s) that is suitable for use as a drill site (i.e. a 18 m X 13 m area where four or less frogs, lizards, or northern striped gecko have been found, and where the boundaries of that 18 m X 13 m area have applied a 3 m buffer from any frog, lizard, or northern striped gecko that has been found within the ecological survey area(s)). If no such alternative 18 m X 13 m area is available, an alternative site ~~should~~ will be selected.
- 13 If four or less 'At Risk' or 'Threatened' frogs are found during any ecological survey(s), the Concessionaire will mark and record each location with biodegradable flagging tape and GPS to give an error of no more than + 20 m.
- 14 The Concessionaire will impose a minimum buffer of 3 m around any 'At Risk' or 'Threatened' frog found during the ecological survey(s) and select drill site(s) accordingly.
- 15 Within 20 working days of the ecological survey(s) being undertaken, the Concessionaire will provide the Manager with written report(s) that include:
- The findings of the full ecological survey(s) required by Condition 9, including the GPS information and / or NZTM coordinates of any Archey's frog (*Leiopelma archeyi*) and/or Hochstetter's frog (*Leiopelma hochstetteri*), and / or Coromandel striped gecko (*Toropuku "Coromandel"*) found; and
 - A description of systematic search methods used, survey timing (date and time of day) and effort (number of person hours/site and site area in ha), the number of frogs and lizards observed and all biometric data collected (SVL, weight, habitat used etc), weather conditions prior to and at time of survey (at a minimum; mm of

Commented [A8]: DOC disagree with this amendment. Evidence frogs can move 4-12m. Retain 6m, or undertake a night survey to ensure that retreat site is included in buffer. Also undertake annual survey to assess whether frogs continue to maintain a territory.

Commented [A9]: As stated above, DOC disagrees with 3 m and states that 6m should be retained.



rain in the previous 24 hours, mm of rain during time of survey, air temperature, moisture on ground and vegetation (wet, damp or dry) and relative humidity) and a discussion of the results and any limitations to the data.

- c. The details of the species and individuals found and the NZTM coordinates of the ecological survey site(s) in any situation where 10 or more 'At Risk' or 'Threatened' lizards are found during any ecological survey(s) required by Condition 9 and / or found at any drill site.

16 Vegetation removed at a portable drill rig site must be managed and remediated in accordance with the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine.

1617 Boardwalks must be laid down around all portable drill rig sites to minimise trampling effects.]

Management of 'At Risk' and/or 'Threatened' Herpetofauna during vegetation clearance Associated with Portable Drill Rig Sites

1718 A suitably qualified and experienced ecologist must be present onsite during any vegetation clearance to survey habitat refugia and undertake any capture for native lizards and frogs in accordance with the protocols set out in the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine.

1819 Except as required by Condition 12, any 'At Risk' or 'Threatened' frogs or 'At Risk' or 'Threatened' lizards found during vegetation clearance must be salvaged in accordance with procedures set out in the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine and moved to a pre-prepared pest controlled area.

1920 The Concessionaire must provide the Manager with the relevant details (e.g. incl. weight, length, location) of any 'At Risk' or 'Threatened' frogs or lizards found and relocated and the NZTM coordinates of the release site(s) within 20 working days of the relocation.

2021 The Concessionaire must mark out access routes for access to portable drill rig sites, and thereafter only access sites using the marked routes to access these sites.

Management of 'At Risk' and/or 'Threatened' Flora Associated with Portable Drill Rig Sites

2122 Disturbance of *Pterostylis puberula*, *Pterostylis tasmanica* or king fern *Ptisana salicina* to establish any portable drill rig sites must be avoided.

Management of Terrestrial Invertebrates Associated with Portable Drill Rig Sites

23 Any Paua slug (*Schizoglossa novoseelandica*) and/or 'At Risk' or 'Threatened' invertebrates listed in the Department of Conservation's Threat Classification Lists (<http://www.doc.govt.nz/nztcsl>) found during any vegetation clearance, must be salvaged in accordance with procedures set out in the Ecology and Landscape Management Plan -

Commented [A10]: Amendment requested to vegetation clearance conditions. Boardwalks are necessary to reduce trampling effects on herpetofauna.

Commented [A11]: DOC considers that there are still fundamental gaps regarding the salvage protocols within the ELMP. Frogs should be salvaged in accordance with the Frog Salvage and Release Plan. This plan is yet to be provided to DOC.

Commented [A12]: DOC considers there are still fundamental aspects of OGNZL's proposed use of management plans for the purposes of the DOC approvals that remain unclear. Clarification from OGNZL before DOC can comment on whether or not the approach is appropriate.



Wharekirauponga Underground Mine and released into similar habitat at least 50 m beyond the site, as recommended by the onsite ecologist.

Fencing plan

- 24 The Concessionaire will submit a Fencing Plan for near stream piezometer sites to the Manager for approval at least 20 working days prior to the undertaking of any piezometer activities covered by this concession. The purpose of the Fencing Plan is to set out the procedures to be used to ensure that exclusion fences are constructed and maintained to prevent frogs from entering the near stream piezometer sites. The Fencing Plan will:
- a. Be prepared in consultation with the Manager;
 - b. Describe the construction standard and methods that will be used for the construction and maintenance of exclusion fences;
 - c. Describe how the exclusion fences will prevent frogs from entering the sites;
 - d. Describe a maintenance schedule for exclusion fences;
 - e. Describe the procedures to be used to protect herpetofauna if there are any significant breaches of exclusion fences (e.g. tree fall across/through a fence);
 - f. The Concessionaire will implement and comply with the Fencing Plan approved by the Manager at all times;
 - g. The Manager may request a review of the Fencing Plan and may require the Concessionaire to amend the Fencing Plan at any time. The Concessionaire will implement and comply with any amendments to the Fencing Plan approved by the Manager;
 - h. The Concessionaire may, at any time, submit to the Manager for approval an amended Fencing Plan provided that until an amendment is approved any work must be conducted in accordance with the existing Fencing Plan.
- 25 The Concessionaire will submit an amended Fencing Plan to the Manager for approval if any works deviate from the plan approved in accordance with Condition 49.
- 26 The Concessionaire will erect the frog / lizard exclusion fence (in accordance with the Fencing Plan requirements of Condition 53) around the perimeter of the site within 5 days after the final survey or native species translocation (whichever is the latter). Exclusion fences will be regularly inspected and maintained to ensure their integrity.
- 27 The Concessionaire will erect the frog / lizard exclusion fence (in accordance with the Fencing Plan requirements of Condition 53) around the perimeter of the site within 5 days after the final survey or native species translocation (whichever is the latter).



Advice Note: The Fencing Plan may be prepared in conjunction with any other fencing plan required in relation to the Waihi North Project.

Water Management

- 2228** The Concessionaire will ensure that all water used for concession activity is filtered to remove drill cuttings prior to any discharge to the Land.
- 2329** The Concessionaire will ensure that all drill cuttings filtered from water are buried, pumped down the drill hole or removed from the Land.
- 2430** The Concessionaire will ensure that any water discharge from concession activity is monitored to ensure it does not enter any waterways.
- 2531** The Concessionaire will ensure that all sewage is collected and stored in containers and removed from the Land.

Wildlife Act Authority

- 2632** The Concessionaire will ensure that any suitably qualified Ecologist holds an adequate Wildlife Act Authority for searching for, handling and releasing indigenous fauna.

Public Access, Awareness and Safety

- 2733** Prior to the commencement of operations at any piezometer site, clear signage and/or markers will be erected around the site to protect against members of the public accidentally accessing the site while operations are occurring.
- 2834** The Concessionaire will ensure that the hazards associated with the Activities are notified to visitors to the Wharekirauponga Track by placing track notices approved by the Manager at the entrance to the Wharekirauponga Track and at the Kauaeranga Visitor Centre at least two days prior to the commencement of Activities.
- Advice Note: The hazard notification required by this condition can be provided with / as part of any other hazard notification requirements which the Concessionaire must provide.*

Aircraft

- 2935** The Concessionaire will ensure that aircraft hovering zones are maintained to ensure public safety. The Concessionaire will ensure that notices advising the public of the hazards associated with the helicopter hovers are erected on the Land.
- 3036** The Concessionaire and any pilot of the aircraft authorised by this Concession will hold the applicable aviation document and privileges to conduct the Activities under the Civil Aviation Rules and will comply with Civil Aviation law.

Chytrid Fungus

- 3137** The Concessionaire must adhere to the national Frog Hygiene and Handling Protocol annexed as Attachment 2 to this Concession, or any future updates thereof.



Fuel and Lubricants

- 3238 All fuel must be stored in safe, secure containers / tanks that have secondary containment. This condition does not apply to the use of portable jerry cans which are necessary for refuelling in emergency situations.
- 3339 A spill kit must be held at each working area at all times and used immediately should a fuel or lubricant spill occur.
- 3440 Any fuel or lubricant spill above ground which is greater than 20 litres must be reported to the Manager at the earliest opportunity, including the amount spilled, remedial action undertaken, and any further actions required to fully remediate the site.
- 3541 Only biodegradable drill fluids and lubricants may be used for drilling operations.

Fire and Risk Management

- 3642 A fire extinguisher must be available on site at all times at any fixed camp site and during drilling and/or construction activities at any site.

Historic and Cultural Sites

- 3743 The Concessionaire will operate in accordance with any Archaeological Authority for the Land.
- 3844 In the event that an unidentified archaeological site is located as part of the activities authorised by this concession, the following procedures must be undertaken by the Concessionaire:
- (a) All work must cease, and machinery within 20 m of the discovery shut down;
 - (b) The Concessionaire must notify the Heritage New Zealand Regional Archaeologist;
 - (c) If the site appears to be of Māori origin, the Concessionaire must also notify the tangata whenua entities listed in (d) of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken (as long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 have been met);
 - (d) The tangata whenua entities referred to in c. are:
 - Ngāti Hako
 - Ngāti Maru
 - Ngāti Puu
 - Ngāti Tamaterā
 - Ngāti Tara Tokanui / Ngāti Koi

- Ngaati Whanaunga

(e) If human remains (koiwi tangata) are discovered, the Concessionaire must also advise the New Zealand Police; and

(f) Works affecting the discovery must not recommence until Heritage New Zealand provides written approval or an archaeological authority has been obtained. Such authorisations must be provided to the Councils.

Except insofar as it relates to koiwi, this condition only applies to those areas not subject to an archaeological authority obtained under the Heritage New Zealand Pouhere Taonga Act 2014.

~~3945~~ The Concessionaire must notify the Manager of any historic site, cultural site, and/or object/artefact including koiwi tangata (human remains) or taonga (artefacts/middens) found on the Land.

Track markers

~~4146~~ The Concessionaire must remove all track markers, flagging tape or other material used for the purposes of the Activity within one (1) month of the Activity being completed.

Expectations of the public

~~4147~~ While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.

~~4248~~ If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.

~~4349~~ All monitoring equipment shall be situated so as not to be readily visible from any formed walking track and equipment shall not impede any public access to the area.

Biosecurity Management

~~4450~~ The Concessionaire shall comply with the biosecurity management and kauri dieback management sections of the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine [and Coromandel Forest Park Kauri Dieback Management Plan](#) at all times.

~~4551~~ The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.

~~4652~~ The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, kānuka, and ramarama. See <https://myrtlerust.org.nz/>. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:

Commented [A13]: DOC considers OGNZL's use of two management plans for kauri mitigation within the Coromandel Forest Park a duplication and preference is for the Coromandel Forest Park Kauri Dieback Management Plan to cover the Northern concession.



- a. Follow the most up to date advice from Ministry for Primary Industries regarding exotic pest and disease protocols;
- b. Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
- c. Don't touch or try to collect samples as this may increase the spread of the disease;
- d. If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.

⁴⁷⁵³ The Concessionaire must comply with the Ministry for Primary Industries' "Check, Clean, Dry" cleaning method to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.

Fencing plan

- 48—The Concessionaire will submit a Fencing Plan for near stream piezometer sites to the Manager for approval at least 20 working days prior to the undertaking of any piezometer activities covered by this concession. The purpose of the Fencing Plan is to set out the procedures to be used to ensure that exclusion fences are constructed and maintained to prevent frogs from entering the near stream piezometer sites. The Fencing Plan will:
- a. Be prepared in consultation with the Manager;
 - b. Describe the construction standard and methods that will be used for the construction and maintenance of exclusion fences;
 - c. Describe how the exclusion fences will prevent frogs from entering the sites;
 - d. Describe a maintenance schedule for exclusion fences;
 - e. Describe the procedures to be used to protect herpetofauna if there are any significant breaches of exclusion fences (e.g. tree fall across/through a fence);
 - f. The Concessionaire will implement and comply with the Fencing Plan approved by the Manager at all times;
 - g. The Manager may request a review of the Fencing Plan and may require the Concessionaire to amend the Fencing Plan at any time. The Concessionaire will implement and comply with any amendments to the Fencing Plan approved by the Manager;
 - h. The Concessionaire may, at any time, submit to the Manager for approval an amended Fencing Plan provided that until an amendment is approved any work must be conducted in accordance with the existing Fencing Plan.



~~49 The Concessionaire will submit an amended Fencing Plan to the Manager for approval if any works deviate from the plan approved in accordance with Condition 49.~~

Advice Note: The Fencing Plan may be prepared in conjunction with any other fencing plan required in relation to the Waihi North Project.

Monitoring

~~50~~⁵⁴ Upon request, the Concessionaire must forward the following electronically to [permissionsupdates@doc.govt.nz and thames@doc.govt.nz]:

- i. A copy of all raw data collated from the monitoring; and
- ii. A one-page summary of the Activities undertaken.

~~51~~⁵⁵ If the Minister requires further information on the Activities undertaken that the one-page summary has not addressed, the Concessionaire must provide the information upon request.

~~52~~⁵⁶ If the ~~Grantor~~ Minister determines that the conditions of this Document or the effects of the Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the ~~Grantor~~ Minister determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

Removal of equipment

~~53~~⁵⁷ All equipment and structures must be removed at the expiry of this Concession.

Commented [A14]: DOC request a condition to allow DOC ability to request further info from OGNZL if not contained within the one-page summary. This ensures pieces of additional info can be provided by OGNZL without DOC having to prepare a full monitoring plan under 56 to obtain the info.



[illegible]

Near Stream Piezometer Locations (indicative):

Site Name	X (NZTM)	Y (NZTM)
Upper LS Control	1850553	5870840
Lower LS Control	1851360	5872525
Lower WHK Control	1854014	5868774

River Flow Monitoring Locations (indicative):

Site Name	X (NZTM)	Y (NZTM)
Lower Lignite LS0 - Control	1851338	5872518
Upper Lignite LS5 - Control	1850716	5871166
WS2 - Control	1854088	5868829

Attachment 1 - Waihi North Project Site Selection Protocol



Attachment 2 - Frog Hygiene and Handling Protocol

Generic Frog Hygiene and Handling Protocol

Commented [A15]: Version as previously provided to OGNZL

Background/aims:

- To minimise any possible spread of chytrid fungus and other pathogens to, within and/or between monitoring sites
- To avoid artificially increasing contact between frogs
- To implement the highest level of hygiene protocol that is effective and practicable in the field

Principles:

- Contamination can be managed/reduced through hygiene.
- New or disposable equipment is not a source of infection.
- Use of disinfectants will kill zoospores on equipment and clothing.
- Use of disinfectants will kill zoospores on footwear which has been first scrubbed clean to remove dirt.
- New or disinfected equipment/clothing/footwear should be used at every new site.
- New or disinfected equipment should be used for each frog, where practicable.
- When working in areas in or near where there are native frogs, hygiene protocols should be followed as if chytrid fungus and ranavirus are present and novel pathogenic organisms may be present



Protocol:

Site hygiene:

- Clean between sites by ensuring that soil and other organic matter is removed from all gear including footwear, gaiters, rainwear, clothing, packs, frog handling/measuring equipment and any other equipment used in the area including storage bins.
- Disinfect between sites including footwear, gaiters, rainwear, clothing, packs, frog handling/measuring equipment and any other equipment used in the area including storage bins (Table 1)
 - All clothing must be freshly laundered using hot water, Sterigene, F10 Veterinary disinfectant or Virkon S (including outer clothing).
 - Apply disinfectant solution either via a soaking spray, a very wet wipe-down solution or submersion to achieve good coverage and the correct contact time.
 - Due to rapid evaporation, alcohol sprays will need to be repeatedly reapplied to ensure the full 2 minute contact time before air drying.
 - Wherever a chemical disinfectant is used (e.g. Sterigene, bleach, F10) this must be rinsed off in clean (tap) water after the appropriate contact time.
 - Plan ahead to allow drying times
- Footwear and gaiters must be cleaned and disinfected at the point of entry to a frog field site.
- Dogs: Clean all soil from within the recesses of the dog's paws and from their coat before entering a site and after leaving. At home, use clean water and a dog-friendly soap or shampoo to thoroughly wash all soil off the dog's paws and coat. Dermcare Malaseb shampoo (antifungal and antibacterial dog shampoo, available from vets) can be used prior to entering high conservation value sites. Follow product label directions for use.

Frog handling hygiene:

- A new glove(s) must be used for catching and handling each frog (the same glove can be re-used on the same frog if that glove remains isolated from other frogs and/or their body fluid).
- Each frog must be held in a separate plastic bag (one plastic bag is used per capture and then disposed of).
- Each frog must be weighed and measured in the plastic bag.
- If frogs are too small to be measured in a plastic bag then callipers should be disinfected between frogs using alcohol wipes.
- A new stage platform cover must be used for photographing each frog.
- All stage platform covers must be soaked in 70% ethanol for 2 minutes and air dried between frogs.
 - covers are disinfected daily, sufficient covers must be available for each night so that a clean one can be used for each frog
 - if there are not sufficient covers then they must be cleaned with alcohol wipes.
- The mirror stage must be disinfected with either 70% ethanol (contact time at least 2 minutes, then air dried) or Sterigene or similar product (rinsed thoroughly and air dried) between sites and wiped with alcohol wipes or 70 % ethanol between successive nights at the same site.
- Alcohol wipes must contain 70% alcohol (either ethanol or isopropyl alcohol) and 30% water. Wipe surface for 2 minutes (more than one alcohol wipe may be needed if the first



dries). Some alcohol wipes have other additives which will remain when the surface is dried and which are toxic to frogs - these must not be used.

- Minimise handling time to reduce stress and to avoid side effects of stress.
- Sick or dead frogs should be collected and held separately from all other frogs until delivered to the appropriate recipient. All equipment should be thoroughly cleaned and disinfected after use.
- Wherever a chemical disinfectant is used (e.g. sterigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.



Table 1: Disinfection strategies for frog field studies (minimum times and concentrations) that will kill chytrid fungus and ranavirus

<u>Purpose</u>	<u>Disinfectant</u>	<u>Concentration</u>	<u>Mix</u>	<u>Time</u>	<u>Rinse required</u>	<u>References</u>
<u>Disinfecting cloth (e.g. clothing, cloth bags)</u>	<u>Sterigene</u>	<u>50mL per 4 kg laundry load (do not use detergent, do not overfill)</u>		<u>Normal wash time</u>	<u>Yes</u>	<u>6 (Product label)</u>
	<u>Hot Wash and complete drying</u>	<u>60°C or greater</u>		<u>15 minutes</u>	<u>No</u>	<u>3</u>
<u>Disinfecting footwear</u>	<u>Sodium hypochlorite (household bleach, 4% concentration)</u>	<u>0.5%</u>	<u>5ml bleach in 1 litre water</u>	<u>1minute</u>	<u>Yes</u>	<u>2,3,4</u>
	<u>Sterigene (Trigene)</u>	<u>1%</u>	<u>10ml in 1 litre water (1:100)</u>	<u>1 minute</u>	<u>Yes</u>	<u>3.5, Product label</u>
	<u>F10 Veterinary disinfectant</u>	<u>1%</u>	<u>10ml in 1 litre water (1:100)</u>	<u>1 minute</u>	<u>Yes</u>	<u>3.5, Product label</u>
	<u>Virkon S¹</u>	<u>1%</u>	<u>10g virkon in 1 litre water</u>	<u>1 minute</u>	<u>Yes</u>	<u>2,3,4, Product label</u>
<u>Disinfecting collection equipment, instruments</u>	<u>Sodium hypochlorite (household bleach, 4% concentration)</u>	<u>0.5%</u>	<u>5ml bleach in 1 litre water</u>	<u>1minute</u>	<u>Yes</u>	<u>2,3,4</u>

¹ WARNING – Virkon is a corrosive substance which will corrode gear over time!

and containers	Sterigene (Trigene)	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3.5. Product label
	F10 Veterinary disinfectant	1%	10ml in 1 litre water (1:100)	1 minute	Yes	3.5. Product label
	Virkon S¹	1%	10g virkon in 1 litre water	1 minute	Yes	2,3,4. Product label
	Ethanol (including alcohol wipes)	70%	Apply liberally	2 minutes	Air dry	1,3,4
	Isopropyl alcohol (including alcohol wipes)	70%	Apply liberally	2 minutes	Air dry	1
	Heat	60°C or greater		15 minutes	No	I

Notes

- [Salt solution is not effective on either chytrid fungus or ranavirus](#)
- [Leaving gear to dry is only effective against chytrid fungus not ranavirus](#)
- [Give everything a good spray, not just a sprinkle](#)
- [Items can be rinsed in clean \(tap\) water after the appropriate contact time, but it is important that they are left to dry thoroughly](#)
- [The activity of household bleach begins to reduce once diluted, so this solution must be made fresh each day. Other solutions will last longer after dilution; refer to the manufacturer's instructions. Use alcohol from a small sealed container and replace regularly. Check expiry dates on the concentrated products and don't use expired disinfectants](#)
- [Concentration is important. Diluting products to the correct concentration is key to its efficacy.](#)

References

1. [Ranavirus: Brunner, J, Sesterhenn, T \(2001\) Disinfection of Ambystoma tigrinum virus \(ATV\) Froglog 48, 2](#)



2. [Bryan LK, Baldwin CA, Gray MJ, Miller DL. Efficacy of select disinfectants at inactivating Ranavirus. Dis Aquat Organ. 2009 Apr 6;84\(2\):89-94. doi: 10.3354/dao02036. PMID: 19476278.](#)
3. [CHHWG \(2017\) Canadian Herpetofauna Health Working Group. 2017. Decontamination Protocol for Field Work with Amphibians and Reptiles in Canada. 7 pp + ii. <http://www.cwhc-rcsf.ca/docs/HHWG%20Decontamination%20Protocol%202017-05-30.pdf>](#)
4. [Van Rooij P, Pasmans F, Coen Y, Martel A \(2017\) Efficacy of chemical disinfectants for the containment of the salamander chytrid fungus Batrachochytrium salamandrivorans. PLoS ONE 12 \(10\): e0186269. Efficacy of chemical disinfectants for the containment of the salamander chytrid fungus Batrachochytrium salamandrivorans | PLOS ONE](#)
5. [Webb R., Mendez D., Berger L. & Speare R. \(2007\). Additional disinfectants effective against the amphibian chytrid fungus Additional disinfectants effective against the amphibian chytrid fungus Batrachochytrium dendrobatidis - PubMed \(nih.gov\)](#)
[Batrachochytrium dendrobatidis. Dis Aquat Org. 74, 13-16. Wildlife Health Australia factsheet. Ranavirus in Australian Amphibians 2016. Ranavirus in wild Australian amphibians.pdf \(\[wildlifehealthaustralia.com.au\]\(http://wildlifehealthaustralia.com.au\)\)](#)
6. [Sterigene MDS Microsoft Word - STERIGENE MDS Info \(cwnl.co.nz\)](#)
7. [Ranavirus: ranavirusesinfection-with.pdf \(woah.org\)](#)
[Chytrid fungus: Fungicidal effects of chemical disinfectants, UV light, desiccation and heat on the amphibian chytrid Batrachochytrium dendrobatidis - PubMed \(nih.gov\)](#)

WAIHI NORTH PROJECT - PROPOSED WILLOWS AREA CONCESSION CONDITIONS

DOC marked up version, 11 August 2025

SCHEDULE 1

1.	Land (clause 2)	<p>As marked "Willows Concession Area" on the attached map in Schedule 4 being:</p> <p>Physical Description/Common Name: Part Coromandel State Forest Park; Part Mataura Stream – Marginal Strip</p> <p>Land Status:</p> <p>Part Coromandel State Forest Park – Conservation Park, held under section 19 of the Conservation Act</p> <p>Part Mataura Stream – Marginal Strip, held under section 24 of the Conservation Act</p> <p>Area:</p> <p>Part Coromandel State Forest Park – Wharekirauponga catchment</p> <p>Part Mataura Stream – Marginal Strip – Mataura catchment</p> <p>Map Reference: As per map in Schedule 4</p>
2.	Concession Activity (clause 2)	Rehabilitation planting with continued access for planting maintenance including pest control
3.	Term (clause 3)	[30 years from date of approval] 10 years commencing on date of approval.
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	[30 years from date of approval] 10 years from date of approval.
6.	Concession Fee (clause 4)	<p>Annual Activity Fee: Not required.</p> <p>\$(TBC) per annum plus GST</p> <p>Annual Management Fee:</p> <p>\$(TBC) per annum plus GST</p>



7.	Annual Environmental Monitoring Fee (clause 9)	Not Required
8.	Community Services Contribution (clause 6)	Not Required
9.	Total payment to be made per annum (clause 4)	\$(TBC) per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6), Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8)) Not required.
10.	Concession Fee Payment Date(s) (clause 4)	Annually Not required.
11.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR).
12.	Concession Review Date(s) (clause 5)	None
13.	Health and Safety (clause 13)	Audited Safety Plan: Not required
14.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	Addresses for Notices (clause 24)	The Grantor's Minister's address is: Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: 0800 275 362 ;



		<p>Email: thames@doc.govt.nz</p> <p>Postal Address:</p> <p>Department of Conservation</p> <p>Attn: National Transaction Centre</p> <p>PO Box 5244</p> <p>Dunedin 9054</p> <p>Phone: (03) 477 0677</p> <p>Email: transactioncentre@doc.govt.nz</p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical: 22 Maclaggan Street, Dunedin 9016</p> <p>Postal: PO Box 5442 Dunedin 9054</p> <p>Phone: 03 479 2922</p> <p>Email: NZ.Legal@oceanagold.com</p>
16.	Guarantee (clause 29)	Not required
17.	Special Conditions (clause 34)	See Schedule 3
18.	Processing Fee (clause 4)	As set out in any invoice, \$[TBC] + GST

Note: The clause references are to the [Grantor/Minister's](#) Standard Terms and Conditions of Permit set out in Schedule 2.



SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF PERMIT

1. Interpretation

- 1.1 In this Concession unless the context otherwise requires "Structures" means chattels of any description.
- 1.2 Where the [GrantorMinister](#)'s consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the [GrantorMinister](#) for each separate occasion it is required notwithstanding that the [GrantorMinister](#) has granted consent or approval for a like purpose on a prior occasion.
- 1.3 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.4 Where this Concession requires the [GrantorMinister](#) to exercise a discretion or give any approval or provides for any other actions by the [GrantorMinister](#), then the [GrantorMinister](#) must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 24 is to apply.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the [GrantorMinister](#) with evidence of the competency and qualifications of its employees and contractors if the [GrantorMinister](#) so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the [GrantorMinister](#), as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay the Processing Fee (Item 18 of Schedule 1) to the [Grantor/Minister](#) in the manner directed by the [Grantor/Minister](#). The concession may be cancelled if the relevant fees are not paid upon invoice.
- 4.2 The Concessionaire must pay to the [Grantor/Minister](#) in the manner directed by the [Grantor/Minister](#) the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The [Grantor/Minister](#) is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The [Grantor/Minister](#) must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the [Grantor/Minister](#) considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the [Grantor's/Minister's](#) notice, the Concessionaire gives notice to the [Grantor/Minister](#) that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 5.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the [Grantor/Minister](#) under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the [Grantor/Minister's](#) notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year



preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.

- (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the [GrantorMinister](#)'s notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the [GrantorMinister](#) or by the Concessionaire, whichever is applicable.

5.2 Immediately after the Concessionaire gives notice to the [GrantorMinister](#) under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 22) or, if the parties agree,
- (b) By registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14-day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination, the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) In determining the Concession Fee, the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.



- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d)
 - (i) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (ii) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (iii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 6.2 The [Grantor Minister](#) is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the [Grantor Minister](#) has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the [Grantor Minister](#) within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.



- 6.4 Where the [GrantorMinister](#) or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the [GrantorMinister](#) the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 10 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the [GrantorMinister](#).
- 7.2 The [GrantorMinister](#) may in the [GrantorMinister's](#) discretion decline any application for consent under clause 7.1.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the [GrantorMinister](#), in the [GrantorMinister's](#) discretion, decides otherwise.
- 7.4 If the [GrantorMinister](#) gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the [GrantorMinister](#) incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the [GrantorMinister](#).

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land unless as otherwise provided for by any approvals held by the Concessionaire in relation to the Waihi North Project; or light any fire on the Land without the prior consent of the [GrantorMinister](#).
- 8.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 8.3 If directed by the [GrantorMinister](#), the Concessionaire must take all steps necessary to control, or, at the [GrantorMinister's](#) option, contribute to the cost of controlling any pest,



insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the [Grantor Minister](#), engage a pest exterminator approved by the [Grantor Minister](#).

- 8.4 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the [Grantor Minister](#) and for the disposal of all refuse material and is to comply with the reasonable directions of the [Grantor Minister](#) in regard to these matters.
- 8.5 The Concessionaire must keep all Structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the [Grantor Minister](#) the Concessionaire must paint all Structures and facilities in colours approved by the [Grantor Minister](#) and with paints of a type approved by the [Grantor Minister](#).
- 8.6 If, during the Term, the Concessionaire removes a Structure or facility from the Land the Concessionaire must, unless the [Grantor Minister](#) directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 8.7 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 8.8 The Concessionaire must not bury:
- (a) Any toilet waste within 50 metres of a water source on the Land; or
 - (b) Any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

9. What about Environmental Monitoring?

- 9.1 The Concessionaire must, during the Term, if the [Grantor Minister](#) so directs, design in consultation with the [Grantor Minister](#) and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
- 9.2 If the [Grantor Minister](#) does not issue a direction under clause 9.1 the Concessionaire must, during the Term, pay to the [Grantor Minister](#) the annual Environmental Monitoring Fee specified in Item 7 of Schedule 1 to enable the [Grantor Minister](#) to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10. When can new Structures be erected, or land alterations occur?



- 10.1 The Concessionaire must not erect, alter or bring on to the Land any Structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the [GrantorMinister](#).
- 10.2 In giving approval under clause 10.1 the [GrantorMinister](#) may, in the [GrantorMinister](#)'s sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the [GrantorMinister](#) considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 10.3 The Concessionaire must pay to the [GrantorMinister](#) all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 10.4 The Concessionaire must, upon request by the [GrantorMinister](#), submit written engineering or building plans and details to the [GrantorMinister](#) for approval before:
- (a) erecting new Structure or altering any Structure on the Land
 - (b) altering the Land in any way.

11. What about advertising?

- 11.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the [GrantorMinister](#). At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 11.2 If directed by the [GrantorMinister](#), the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the [GrantorMinister](#) on land administered by the Department.
- 11.3 If directed by the [GrantorMinister](#), the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 11.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

12. What are the liabilities and who insures?

- 12.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the [GrantorMinister](#) and the [GrantorMinister](#)'s employees and agents from all claims and demands of any kind and from all liability which

may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.

- 12.2 The Concessionaire must indemnify the [GrantorMinister](#) against all claims, actions, losses and expenses of any nature which the [GrantorMinister](#) may suffer or incur or for which the [GrantorMinister](#) may become liable arising from the Concessionaire's performance of the Concession Activity.
- 12.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 12.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the [GrantorMinister](#), or any contractor or supplier to the [GrantorMinister](#), or any employee or agent of the [GrantorMinister](#).
- 12.5 Despite anything else in clause 12 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.6 The [GrantorMinister](#) is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 12.7, such damage or interference is caused by any wilful act or omission of the [GrantorMinister](#), the [GrantorMinister](#)'s employees, agents or contractors.
- 12.7 Where the [GrantorMinister](#) is found to be liable in accordance with clause 12.6, the total extent of the [GrantorMinister](#)'s liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 12.8 Despite anything else in clause 12 the [GrantorMinister](#) is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.9 Without prejudice to or in any way limiting its liability under this clause 12 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 15 of Schedule 1 with a substantial and reputable insurer.
- 12.10 After every three-year period of the Term the [GrantorMinister](#) may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under clause 12.9. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.



- 12.11 The Concessionaire must provide to the [GrantorMinister](#) within 5 working days of the [GrantorMinister](#) so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

13. What about Health and Safety?

- 13.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 13 of Schedule 1), and with any safety directions of the [GrantorMinister](#).
- 13.2 Before commencing the Concession Activity, the Concessionaire must, where the Concessionaire has *Qualmark* or *Outdoorsmark* certification, provide the [GrantorMinister](#) with a copy of that certification.
- 13.3 If the Concessionaire does not hold *Qualmark* or *Outdoorsmark* certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the [GrantorMinister](#); and forward to the [GrantorMinister](#) a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the [GrantorMinister](#) within 5 working days of the certificate being issued.
- 13.4 Receipt of the safety plan/auditor certificate by the [GrantorMinister](#) is not in any way to limit the obligations of the Concessionaire under clause 13 and is not to be construed as implying any responsibility or liability on the part of the [GrantorMinister](#).
- 13.5 The Concessionaire must:
- (a) notify the [GrantorMinister](#) of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;

- (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
- (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
- (d) record and report to the ~~Grantor~~Minister all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 13;
- (f) be satisfied that facilities or equipment provided by the ~~Grantor~~Minister to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

14. What are the compliance obligations of the Concessionaire?

14.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987, or any general policy statement made under the Conservation Act 1987, or Wildlife Act 1953, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and

- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the [GrantorMinister](#) concerning the Concession Activity on the Land.

14.2 The Concessionaire must comply with this Concession.

14.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 14.1.(a) is deemed to be a breach of this Concession.

14.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15. What are the [GrantorMinister](#)'s rights to remedy defaults?

15.1 The [GrantorMinister](#) may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the [GrantorMinister](#) must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15.2 The Concessionaire must pay to the [GrantorMinister](#) forthwith on demand all reasonable costs and expenses incurred by the [GrantorMinister](#), including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the [GrantorMinister](#)'s demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

16. When can the Concession be suspended?

16.1 If, in the [GrantorMinister](#)'s opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the [GrantorMinister](#) may suspend this Concession.

16.2 If, in the [GrantorMinister](#)'s opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the [GrantorMinister](#) considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the [GrantorMinister](#) may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the [GrantorMinister](#)'s satisfaction.

- 16.3 The [GrantorMinister](#) may suspend the Concession for such period as the [GrantorMinister](#) determines where the Concessionaire has breached any terms of this Concession.
- 16.4 The [GrantorMinister](#) may suspend this Concession while the [GrantorMinister](#) investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the [GrantorMinister](#) investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 16.5 The word “investigates” in clause 16.4 includes the laying of charges and awaiting the decision of the Court.
- 16.6 During any period of temporary suspension arising under clauses 16.1 or 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 16.7 The [GrantorMinister](#) is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 16 including loss of profits.

17. When can the Concession be terminated?

- 17.1 The [GrantorMinister](#) may terminate this Concession either in whole or in part:
- (a) By 14 days' notice to the Concessionaire if the Concession Fee or any other money payable to the [GrantorMinister](#) under this Concession is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) By 14 days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the [GrantorMinister](#) if;
 - (i) The Concessionaire breaches any terms of this Concession and in the [GrantorMinister's](#) sole opinion the breach is able to be rectified; and
 - (ii) The [GrantorMinister](#) has notified the Concessionaire of the breach; and
 - (iii) The Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the [GrantorMinister](#); or
 - (c) By notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the [GrantorMinister](#) the breach is not capable of being rectified; or

- (d) Immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 12.9 and 13; or
 - (e) By notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the ~~Grantor~~Minister, the conduct of the Concession Activity is manifestly inadequate; or
 - (f) By notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the ~~Grantor's~~Minister's sole opinion affects or relates to the Concession Activity; or
 - (g) By notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
 - (h) Immediately if there is, in the opinion of the ~~Grantor~~Minister, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.
- 17.2 The ~~Grantor~~Minister may exercise its power to terminate under 17.1(h) without giving notice.
- 17.3 The ~~Grantor~~Minister may exercise the ~~Grantor's~~Minister's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the ~~Grantor~~Minister or any indulgence granted by the ~~Grantor~~Minister for any matter or default.
- 17.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

18. What happens on termination or expiry of the Concession?



18.1 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any Structures or other improvements placed or carried out by the Concessionaire on the Land.

18.2 The Concessionaire may, with the [Grantor's Minister's](#) written consent, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the [Grantor Minister](#) and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.

18.3 The Concessionaire must, if the [Grantor Minister](#) gives written notice, remove any specified Structures and other improvements on the Land. Removal under this clause must occur within the time specified by the [Grantor Minister](#) and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the [Grantor Minister](#) cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

19. When is the [Grantor's Minister's](#) consent required?

19.1 Where the [Grantor's Minister's](#) consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the [Grantor Minister](#) may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the [Grantor Minister](#) considers appropriate.

20. Are there limitations on public access and closure?

20.1 The Concessionaire acknowledges that the Land is open to the public for access and that the [Grantor Minister](#) may close public access during periods of high fire hazard or for reasons of public safety or emergency.

21. What about other concessions?

21.1 Nothing expressed or implied in this Concession is to be construed as preventing the [Grantor Minister](#) from granting other concessions, whether similar or not, to other persons provided that the [Grantor Minister](#) must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

22. How will disputes be resolved?



- 22.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 22.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 22.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 22.4 The arbitrator must include in the arbitration award reasons for the determination.
- 22.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

23. What about prosecution for offences?

- 23.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the ~~Grantor Minister~~ under this Concession is to preclude the ~~Grantor Minister~~ from prosecuting the Concessionaire; and
 - (b) no failure by the ~~Grantor Minister~~ to prosecute the Concessionaire is to preclude the Grantor from exercising the ~~Grantor's Minister's~~ remedies under this Concession; and
 - (c) any action of the ~~Grantor Minister~~ in prosecuting the Concessionaire is not to preclude the ~~Grantor Minister~~ from exercising the ~~Grantor's Minister's~~ remedies under this Concession.

24. How are notices sent and when are they received?

- 24.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address

specified in Item 16 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) In the case of personal delivery, on the date of delivery;
- (b) In the case of post, on the 3rd working day after posting;
- (c) In the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

24.2 If any party's details specified in Item 16 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

25. What is the scope of the Concession?

25.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

26. Can provisions be severed?

26.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

27. What about the payment of costs?

- 27.1 The Concessionaire must pay the [Grantor's Minister's](#) legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 27.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the [Grantor Minister](#)) arising out of and associated with steps taken by the [Grantor Minister](#) to enforce or attempt to enforce the [Grantor's Minister's](#) rights and powers under this Concession including the right to recover outstanding money owed to the [Grantor Minister](#).

28. What is the relationship of parties?

- 28.1 Nothing expressed or implied in this Concession is to be construed as:
- (a) Constituting the parties as partners or joint venturers;
 - (b) Conferring on the Concessionaire any right of exclusive occupation or use of the Land;

- (c) Granting any exclusive estate or interest in the Land to the Concessionaire;
- (d) Affecting the rights of the Grantor and the public to have access across the Land.

29. What about a Guarantee?

- 29.1 Where the [Grantor-Minister](#) has in Item 17 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.
- 29.2 In consideration of the [Grantor-Minsiter](#) entering into this Concession at the Guarantor's request the Guarantor:
 - (a) Guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
 - (b) Indemnifies the [Grantor-Minister](#) against any loss the [Grantor-Minister](#) might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.
- 29.3 The Guarantor covenants with the [Grantor-Minister](#) that:
 - (a) No release, delay, or other indulgence given by the [Grantor-Minister](#) to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
 - (b) As between the Guarantor and [Grantor-Minister](#) the Guarantor may, for all purposes, be treated as the Concessionaire and the [Grantor-Minister](#) is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
 - (c) The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
 - (d) Any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
 - (e) Should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

30. What about Co-Siting?



- 30.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 30.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the ~~Grantor~~Minister.
- 30.3 The ~~Grantor's~~ Minister's consent must not be unreasonably withheld but is at the ~~Grantor's~~ Minister's sole discretion and subject to such reasonable terms and conditions as the ~~Grantor~~ Minister thinks fit including a requirement that the Co-Sitee be liable for direct payment to the ~~Grantor~~ Minister of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 30.4 In addition, the ~~Grantor~~ Minister must withhold consent if:
- (a) The Co-Siting would result in a substantial change to the Concession Activity on the Land; or
 - (b) The ~~Grantor~~ Minister considers the change to be detrimental to the environment of the Land.
- 30.5 Subject to clause 30.4 the Concessionaire must, if required by the ~~Grantor~~ Minister, allow Co- Siting on the Land.
- 30.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) Detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) Materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) Obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) Interfere with or prevent future forecast works of the Concessionaire,
- The ~~Grantor~~ Minister, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the ~~Grantor~~ Minister confirming or rejecting the presence of the matters specified in this clause 30.6. The ~~Grantor~~ Minister must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 30.6.



- 30.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.8 Where the Concessionaire is required under clause 30.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 30.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the [Grantor Minister](#) having regard to, but not limited to, the following matters:
- (a) Any written comments or submissions of the Concessionaire and third party;
 - (b) Market value for the concession activity proposed by the third-party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) Any other matters the [Grantor Minister](#) considers relevant.
- 30.9 If the Concessionaire does not accept the [Grantor's Minister's](#) determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the [Grantor Minister](#) in terms of which the Co-Sitee may be required to pay to the [Grantor Minister](#) a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 30.11 The [Grantor Minister](#) must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

31. What about Identification cards and the Grantor's Approved Label?

- 31.1 Before commencing the Concession Activity the Concessionaire must, if required by the [Grantor Minister](#) in Item 14 of Schedule 1, obtain Concessionaire Identification cards from the [Grantor Minister](#). The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 31.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.

- 31.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
- 31.4 The Concessionaire may also access, use and/ or display the [Grantor's Minister's](#) "Approved Label". This right only exists once the Concessionaire agrees to comply with the [Grantor's Minister's](#) Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the [Grantor Minister](#) is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 31.5 The right under this clause 31.4 does not affect the obligation in this clause 31 to carry and display a Concession Identification card.

32. Which clauses survive termination?

- 32.1 Clauses 12 and 24 survive the termination of this Concession.

33. When can the conditions of the Concession be varied?

- 33.1 The [Grantor Minister](#) may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 33.2 Nothing in clause 33.1 otherwise affects the [Grantor's Minister's](#) rights to vary the Concession under section 17ZC of the Conservation Act 1987.

34. Are there any Special Conditions?

- 34.1 Special conditions are specified in Schedule 3.

35. The Law

- 35.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.



SCHEDULE 3

Special Conditions

General

- 1 The Concessionaire must conduct the Activity in accordance with the application dated [dd/mm/yyyy].

Management Plan Conditions

- 2 All Activities authorised by this Concession must be undertaken in accordance with the following management plan included in Part H of the application documents, or any amended versions that may be made under Condition 3:
 - (a) Ecology and Landscape Management Plan – Waihi Area.
 - (a)(b) Coromandel Forest Park Kauri Dieback Management Plan.
- 3 The Concessionaire may make amendments to any of the management plans referred to in Condition 2 at any time, provided that:
 - (a) The Permit holder must invite the Manager to participate in a collaborative workshop with the Permit holder to discuss the proposed amendments.
 - (b) If the Manager agrees to participate in a workshop:
 - i. The Concessionaire must provide a copy of the amended management plan to the Manager at least 15 working days before the workshop;
 - ii. The Concessionaire must circulate a record of the workshop discussion to the Manager within 5 days of the completion of the workshop; and
 - iii. The Manager must be given an opportunity to provide written feedback to the Concessionaire on the management plan amendments within 15 working days of the completion of the workshop.
 - (c) If the Manager declines the opportunity to participate in a collaborate workshop, the Concessionaire must provide a copy of the amended management plan to the Manager, and give the Manager 15 working days to provide written feedback to the Permit holder on the proposed amendments.
 - (d) If the Manager has not, within 15 Working Days of receipt of the amendment, advised the Concessionaire that Condition 3e applies, any Works associated with the amendment may proceed and the Management Plan will be deemed to be certified.
 - (e) Except where Condition 3b applies, until an amendment is approved, any work must be conducted in accordance with the existing management plan.

Exclusions Conditions

- 4 The Concessionaire will not undertake the following activities on the Land:
 - (a) Disturb or hinder public use, access or enjoyment of the Land otherwise unaffected by the authorised Activities under this Concession;

Commented [A1]: DOC considers there are fundamental flaws in the proposed management plans and opposes all management plan conditions on this basis - Please refer to the commentary in DOC's Covering Report"

Commented [A2]: DOC considers OGNZL's use of two management plans for kauri mitigation within the Coromandel Forest Park a duplication and preference is for the Coromandel Forest Park Kauri Dieback Management Plan to cover the Northern concession. Kauri mitigation protocols within the ELMP are unnecessary duplication if the Coromandel Forest Park Kauri Dieback Management Plan has sufficient detail. However, we have not viewed finalised management plans to provide confirmation of this detail.

Commented [A3]: Subject to the general comment about the use of management plans, DOC notes that it opposes the use of a 'deemed certification' process.

Commented [A4]: DOC considers there are still fundamental aspects of OGNZL's proposed use of management plans for the purposes of the DOC approvals that remain unclear. Clarification from OGNZL before DOC can comment on whether or not the approach is appropriate.



- (b) Use permanent paint on vegetation or rock for marking purposes;
- (c) Construct any new tracks involving vegetation clearance without prior approval.

Historic and Cultural Sites

- 5 The Concessionaire will operate in accordance with any Archaeological Authority for the Land.
- 6 In the event that an unidentified archaeological site is located as part of the activities authorised by this concession, the following procedures must be undertaken by the Concessionaire:
 - (a) All work must cease, and machinery within 20 m of the discovery shut down;
 - (b) The Concessionaire must notify the Heritage New Zealand Regional Archaeologist;
 - (c) If the site appears to be of Māori origin, the Concessionaire must also notify the tangata whenua entities listed in (d) of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken (as long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 have been met);
 - (d) The tangata whenua entities referred to in c. are:
 - Ngāti Hako
 - Ngāti Maru
 - Ngāti Puu
 - Ngāti Tamatera
 - Ngāti Tara Tokanui / Ngāti Koi
 - Ngaati Whanaunga
 - (e) If human remains (koiwi tangata) are discovered, the Concessionaire must also advise the New Zealand Police; and
 - (f) Works affecting the discovery must not recommence until Heritage New Zealand provides written approval or an archaeological authority has been obtained. Such authorisations must be provided to the Councils.

Except insofar as it relates to koiwi, this condition only applies to those areas not subject to an archaeological authority obtained under the Heritage New Zealand Pouhere Taonga Act 2014.

- 7 The Concessionaire must notify the Operations Manager, Hauraki of any historic site, cultural site, and/or object/artefact including koiwi tangata (human remains) or taonga (artefacts/middens) found on the Land.

Kauri Dieback

- 8 Activities within any Kauri Contamination Zone(s), must be undertaken in accordance with the Kauri Dieback Management Plan set out in the Ecology and Landscape Management Plan – Waihi Area (ELMP-Waihi) and Coromandel Forest Park Kauri Dieback Management Plan.
- "Kauri Contamination Zone" means any area within 3 times the radius of the canopy drip line of a kauri (*Agathis australis*) tree.

Commented [A5]: DOC considers there are fundamental flaws in the proposed management plans and opposes all management plan conditions on this basis - Please refer to the commentary in DOC's Covering Report"

Commented [A6]: This Plan relates to Coromandel Forest Park which is part of the Willows Area.

Planting

- 9 All planting must:
- (a) Use plants which are eco-sourced from the Coromandel or Bay of Plenty Ecological Regions; and
- (b) Use seed collected locally and germinated and raised at a New Zealand Plant Producers Incorporated (NZPPI)-accredited nursery or from a suitable alternative community-based nursery; and
- ~~(b)~~(c) Use plants which will not visually obscure heritage features of sites T13/961 and T13/962.

Commented [A7]: Amendment requested to planting conditions to ensure heritage features are not visually obscured.

Pest Control

- 10 All pest control activities shall be undertaken in accordance with the ELMP-Waihi.

Expectations of the Public

- 11 While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.
- 12 If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.

Biosecurity Management

- 13 The Concessionaire must comply with the biosecurity management section of the ELMP-Waihi at all times.
- 14 The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.



- 15 The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (*myrtaceae*) family which includes pōhutukawa, mānuka, kānuka, and ramarama. See <https://myrtlerust.org.nz/>. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
- Follow the most up to date advice from Ministry for Primary Industries regarding exotic pest and disease protocols;
 - Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
 - Don't touch or try to collect samples as this may increase the spread of the disease;
 - If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.
- 16 The Concessionaire must comply with the Ministry for Primary Industries' "Check, Clean, Dry" cleaning method to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.

Records

- 17 All records of the Activity shall be made available for inspection at reasonable times by officers of the [Minister/Grantor](#).

SCHEDULE 4



Figure 1: Willows Concession Area (yellow polygons)

SITE SELECTION PROTOCOL FOR THE LOCATION OF DRILL SITES, PUMPING TEST / VENTILATION SHAFT SITES, PORTABLE DRILL RIG SITES, AND WATER PUMP SITES

DOC marked up version, 11 August 2025

OVERVIEW

This document outlines the protocol which will be used by OceanaGold New Zealand Limited (**“the Consent Holder”**) to select the location of up to eight exploration drill sites, twelve investigative drill sites, up to four pumping test / ventilation shaft sites, up to fifty portable drill rig sites, and water pump sites at the proposed Wharekirauponga Underground Mine (**“WUG”**), located within the Coromandel Forest Park as part of the Waihi North Project (**“WNP”**).

The site selection protocol only applies to sites that are eligible for consideration in accordance with the conditions attaching to the Waihi North Project Wharekirauponga Access Arrangement and the Waihi North Project Northern Area Concession.

This protocol follows a cascading management approach whereby:

- > A short list of suitable drill sites will be selected based on the Consent Holder’s technical requirements;
- > A short list of suitable ventilation shaft sites will be selected based on the Consent Holder’s technical requirements.
- > A short list of suitable portable drill rig sites will be selected based on the Consent Holder’s technical requirements; and
- > A short list of suitable water pump sites will be selected based on the Consent Holder’s technical requirements.

Shortlisted sites will then be subject to a multicriteria assessment (**“MCA”**), which will evaluate each potential site against ecological, freshwater, landscape, heritage and recreational criteria. The final eight investigative drilling sites, four ventilation shaft sites, fifty portable drill rig sites, and water pump sites will be selected based on the outcomes of the MCA. This protocol will ensure that selected sites meet the Consent Holder’s technical requirements, whilst minimising adverse effects on the environment.

Commented [A1]: DOC considers that the proposed site selection protocol will not adequately address potential impacts on frogs and lizards. DOC recommends that the site selection protocol would benefit from expert conferencing to agree on the appropriate methodology to avoid, remedy and mitigate these impacts – all of which are canvassed in the respective reports.

SHORT-LIST SITE IDENTIFICATION–

The Consent Holder shall create a short list of options for drill sites, ventilation sites, portable drill sites, and water pump sites which meet engineering and geotechnical requirements.

The Consent Holder shall assess each of the shortlisted sites against the MCA (set out below) to inform the final site selection.

Note: all sites must meet engineering and geotechnical requirements in order to fulfil their intended function. For ventilation sites in particular, it is recognised that engineering and geotechnical requirements may result in a low number of potential options.

MULTICRITERIA ASSESSMENT

The following assessment shall be used for drill sites and ventilation shafts.

Once the Consent Holder has established a shortlist of drill sites, ventilation shaft sites, portable drill sites, and/or water pump sites, it shall convene a team of appropriately qualified and experienced experts to undertake the MCA evaluation for each site.

The MCA will guide the Consent Holder's selection of up to eight exploration drill sites, twelve investigative drill sites, up to four ventilation shaft sites, up to fifty portable drill sites, and up to six water pump sites (two associated with exploration and four associated with tunnel alignment) at locations which meet engineering and geotechnical requirements in order to fulfil their intended function and best achieve the outcomes set out below.

Multicriteria Assessment Outcomes

Terrestrial Fauna

- > The loss of 'At Risk' or 'Threatened' herpetofauna is avoided;
- > The loss of 'At Risk' or 'Threatened' terrestrial invertebrates is avoided;
- > The removal of trees where bats are actively roosting is avoided; and
- > The removal of trees in which birds¹ are actively nesting is avoided.

Terrestrial Flora

- > The loss of 'At Risk' or 'Threatened' flora is avoided;
- > The loss of mature trees (trees that are greater than 50 cm in diameter at breast height (1.4 m above ground level)) is minimised where practicable; and
- > Preference is given to sites where trees can be trimmed or tied back in such a way as to minimise felling.

Freshwater Values

- > Sites selected are located as far from surface waterbodies (including natural inland wetlands) as is reasonably practicable; and
- > The loss of riparian vegetation within 20 m of a waterway is minimised where practicable.

Landscape and Visual Amenity Values

- > Sites selected can be visually contained, including any consequent plume from ventilation shafts, and assimilated into the environment so that they are reasonably difficult to see.

Once work has been completed, selected sites can be successfully rehabilitated to ensure that long term landscape and visual effects are avoided.

Heritage and Cultural Values

- > Disturbance to, or interference with listed or known heritage features and / or sites is avoided.
- > Archaeological features and features of particular significance to iwi are avoided.

The Consent Holder must engage a suitably qualified and experienced archaeologist to assess if there are any known archaeological or other historic heritage features, or a likelihood of unidentified archaeological or other historic heritage features within 500m of the shortlisted investigative drill sites and **ventilation** shaft sites.

Recreation Values

- > Sites selected are located as far away as is practicable from the Te Wharekirauponga Track.

Multicriteria Assessment Tool

A red / amber / green (“**RAG**”) MCA tool will be utilised to guide decision-making. The assessment tool has three rankings, based on the level of adverse effect anticipated for each criterion, noting that the grading is relative to the other effects, not absolute:

Lower effects	Moderate effects	Higher effects
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The criteria for assessing each value set is set out in **Table 1**.

Table 1: MCA Assessment Tool.

Criteria	Lower effects	Moderate effects	Higher effects
Terrestrial Fauna			
Habitat value for native frogs	<20 % cover of kiekie and / or fern species	≥20 %, ≤50% cover of kiekie and / or fern species	>50 % cover of kiekie and / or fern species
‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates	No ‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site.	‘At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site, but can be salvaged and moved to suitable habitat at least 50m away from the drilling and / or ventilation shaft site (as assessed by a suitably qualified entomologist).	At Risk’ and / or ‘Threatened’ terrestrial invertebrates are found on site, and cannot be salvaged and moved to suitable habitat at least 50m away from the drilling and / or ventilation shaft site (as assessed by a suitably qualified and experienced ecologist).
Bat roosts	No trees with bat roost characteristics identified on site (as assessed by suitably qualified zoologist).	Trees with bat roost characteristics identified on site, but no bats are found to be currently roosting in the tree (as assessed by a suitably qualified ecologist).	Trees with bat roost characteristics identified on site, with signs that bats are currently roosting in the tree (as assessed by a suitably qualified ecologist).
Nesting birds	No active bird nests detected on site (as assessed suitably qualified ecologist).	-	Active bird nests detected on site (as assessed by a suitably qualified ecologist).
Indigenous Terrestrial Flora			
‘At Risk’ and / or ‘Threatened’ flora NB This does not include kauri and Myrtaceae species (classified as ‘Threatened - Nationally Vulnerable’ or ‘At Risk – Declining’ in response to disease risk.)	No ‘At Risk’ and / or ‘Threatened’ flora identified is on site (as assessed by suitably qualified botanist).	‘At Risk’ and / or ‘Threatened’ flora identified is on site, but can be readily translocated to a suitable alternative site containing similar light, soil and vegetation community characteristics (as determined by a suitably qualified botanist), or retained on site by bending back without cutting.	‘At Risk’ and/ or ‘Threatened’ flora identified on site, and cannot be readily translocated to a suitable alternative site containing similar light, soil and vegetation community characteristics (as determined by a suitably qualified botanist), or retained on site by bending back without cutting.
Removal of mature trees	No removal of trees greater than 50 cm in diameter at breast height is required.	Removal of <=4 trees greater than 50 cm in diameter at breast height is required.	Removal of >4 trees greater than 50 cm in diameter at breast height required.
Freshwater			
Proximity to rivers and streams	Site is more than 100 m from nearest river or stream.	Site is between 50-100 m from nearest river or stream.	Site is less than 50m from nearest river or stream.
Proximity to wetland	Site is more than 100 m from nearest wetland.	Site is between 10 - 100 m from a wetland.	Site is within or within 10 m of a wetland. ²
Riparian vegetation	No riparian vegetation removal required.	Minimal riparian vegetation removal is required.	More than minimal riparian vegetation removal is required.

² NB: Resource Consent will be required under the NES-Freshwater for any earthworks or land disturbance within, or within a 10 m setback from, a natural inland wetland, or outside a 10 m, but within a 100 m, setback from a natural inland wetland results, or is likely to result, in the complete or partial drainage of all or part of the wetland

Criteria	Lower effects	Moderate effects	Higher effects
Landscape and Visual Amenity			
Visibility	Site cannot be seen from any formal walking track or viewpoints beyond the Coromandel Forest Park.	Site can partially be seen from any formal walking track or viewpoints beyond the Coromandel Forest Park.	Site can be clearly seen from any formal walking track or viewpoint beyond the Coromandel Forest Park.
Heritage			
Heritage features/Cultural	No heritage or cultural features and / or sites are identified within 500m of the site.	Heritage/cultural features and / or sites are identified within 500m of site, but outside the proposed site footprint.	Heritage/cultural features and / or sites are identified with the proposed site footprint.
Recreation			
Proximity to recreational tracks	Site is at least 750 m from nearest formal walking track.	Site is between 400 -750 m from nearest formal walking track.	Site is within 400 m of nearest formal walking track.
Proximity to <i>Waikato Conservation Management Strategy</i> recreation remote zones	Site is more than 500 m outside of a recreation remote zone.	Site is within 500 m of a recreation remote zone.	Site is within a recreation remote zone.