



Appendix

14

Powerhouse Fast-track Application

Proposed Licences to Occupy Agreements



Prepared by Bowen Peak Ltd

Guy Hingston
Company Director

15 December 2025

**DRAFT LICENCE – NOT FOR SIGNING
PENDING OUTCOME OF FAST TRACK
REFERRAL APPLICATION**

Licence to Occupy

Minister of Conservation

and

Bowen Peak Ltd

Licence to Occupy

Date

202

Parties

Minister of Conservation (**Licensor**)

Bowen Peak Limited (Company No. 9282481) (**Licensee**)

Background

- A. The Licensor is the administering authority of public conservation land in accordance with the Act.
- B. The Licensee wishes to temporarily occupy the Licence Area for the Permitted Use.
- C. The Licensor is empowered to grant a licence of the Licence Area to the Licensee in accordance with Part 3B of the Act.
- D. The Licensor has agreed to grant the Licensee a licence over the Licence Area on the terms and conditions set out in this Licence.

1. Definitions and Interpretation

1.1. Definitions

Act means the Conservation Act 1987

Commencement Date means the date of this Licence subject to Clause 13.

Expiry Date means five years from the Commencement Date or such earlier date of which the Licence is terminated.

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

Licence means this licence to occupy on the terms and conditions of this licence.

Licence Area means Licence Areas 2,3,4,5 and 13 as shown in Schedule One – Licence Area Plan.

Licence Fee means \$1.00 plus GST per month (if demanded by the Licensor).

Permitted Use means the successful construction, establishment and operation of the funifor stations (specifically Fernhill Heights Funifor station and Saddle Funifor station) and pylons to allow for the overhead transit of funifor lines and steel rope equipment and passage of funifor vehicles along these same lines and steel ropes, as well as the felling of wilding pines and replacement with planting of low level growing native flora twenty metres on either side of the funifor centre line, all at the Licensee's own cost;

Term means five years from the Commencement Date.

Working Day or **Working Days** has the meaning specified at section 4 of the Property Law Act 2007.

1.2. Interpretation

In this Licence:

- (a) expressions defined in the main body of this Licence have the defined meaning in the whole of this agreement including the background any applicable schedules;
- (b) section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this Licence;
- (c) where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally;
- (d) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (e) references to parties are references to the Licensor and the Licensee and include each party's executors, administrators, successors and permitted assigns, and each party's employees, contractors, agents and invitees (unless repugnant to the context);
- (f) references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- (g) singular words include the plural and vice versa;
- (h) references to sections, clauses and schedules are references to sections and clauses of and the schedules to this Licence;
- (i) references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

2. Licence

- 2.1. The Licensor grants the Licensee a licence to occupy the Licence Area for the Permitted Use in accordance with the provisions of this Licence.
- 2.2. Each time period the Licensee seeks access to the Licence Area for the Permitted Use, it must submit a written request to the Licensor's agent, being the [insert DOC contact person]. This request must include sufficient detail, including the proposed dates of access, the duration of works, the specific location(s) within the Licence Area, the hours of operation, the scope of the Permitted Use, evidence of insurance and a health and safety plan (**Written Request**).
- 2.3. Upon receiving a Written Request, the Licensor will consider it in good faith. In doing so, the Licensor may take into account other users' access to the Licence Area, potential conflicts of use, the time of year and any other matters the Licensor considers relevant. The Licensor will respond within a reasonable timeframe, and in any event no later than 15 working days from receipt of a Written Request.

- 2.4. The Licensee acknowledges that the Licence Area is a public conservation land and that the primary purpose of the land is to serve as an area for conservation and public use. Nothing in this Licence shall be construed as granting the Licensee exclusive possession of the Licence Area.

3. Term

- 3.1. The Term shall commence on the Commencement Date and shall expire on the Expiry Date unless otherwise agreed between the parties.

4. Licence Fee and cost of the Permitted Use

- 4.1. In consideration for the Licence, the Licensee covenants to pay the Licence Fee to the Licensor.
- 4.2. If the Licence Fee or any other monies payable by the Licensee remain unpaid for 7 days after their due date, then the Licensee shall pay interest on the outstanding monies at a rate of 12% per annum.
- 4.3. The operations associated with the Permitted Use will be solely at the Licensee's cost.

5. Licensee's Option

- 5.1. The Licensee intends to operate commercial activities within the Licence Area using the infrastructure created by the Permitted Use.
- 5.2. The Licensee intends to use its best endeavours to meet all of the following objectives by the Expiry Date of this Licence:
- 5.2.1. The successful establishment of operating ropeway infrastructure from the One Mile Powerhouse Reserve to Fernhill Heights to the Saddle and to the top of Bowen Peak without direct financial contribution by the Licensor.
- 5.3. On or before the Expiry Date of the Licence, the Licensor acting reasonably and in good faith will assess the Licensee's compliance with the objectives at clause 5.2 above. If the Licensor determines that the Licensee has complied with clause 5.2 above, the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity.
- 5.4. The parties agree to negotiate the licence fee and terms of the licence contemplated by clause 5.3 acting reasonably and in good faith.
- 5.5. If the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity as stated in clause 5.3 and 5.4 above, and the Licensee completes its commercial activity over this 10 year term, then the Licensor agrees to offer the Licensee another Licence for the Licence Area for a second term of 10 years to operate its commercial activity if the Licensee has also met the following two objectives:
- 5.5.1. The successful establishment of the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary over an area greater than 200 hectares within the Reserve without direct financial contribution by the Licensor.
- 5.5.2. The successful establishment of a new elevated fibreglass One Mile Creek walking track from the Powerhouse building up along the previous One Mile Creek walking track to then cross over into the Two Mile Creek catchment finishing at the proposed Fernhill Heights funifor station and formal entrance to

the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary without direct financial contribution by the Licensor.

6. Statutory Requirements

The Licensee acknowledges that this Licence is a licence to occupy part of a the public conservation land in accordance with Part 3B of the Act, and the provisions of the Act and any regulations made pursuant to the Act shall apply to this Licence to the extent that such provisions are not inconsistent with the terms of this Licence.

7. No Assignment

- 7.1. The Licensee must not transfer or assign the rights contained in this Licence, sublet or otherwise part with possession of the Licence Area without first obtaining the written consent of the Licensor, which may be withheld by the Licensor in its absolute discretion.

8. Health and Safety

- 8.1. The Licensee acknowledges that it is a person conducting a business or undertaking (known as a PCBU) on the Licence Area for the purposes of the Health and Safety at Work Act 2015 (**HSWA**) and the Licensee and its contractors, shall have in place a health and safety plan in relation to each Written Request.
- 8.2. The Licensee and its contractors shall then implement and comply with the relevant health and safety plan for the duration of each Written Request.
- 8.3. The Licensee and its contractors will comply with all its health and safety obligations, including its obligations under the HSWA, the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the Health and Safety at Work (Worker Engagement, Participation and Representation) Regulations 2016, and any other relevant regulations on a Licence Area.

9. Insurance

- 9.1. The Licensee (at its expense) or the Licensee's contractors shall hold a current insurance policy for the Licence Area and the Permitted Use of the Licence Area for the period of each Written Request.
- 9.2. If requested by the Licensor, the Licensee shall produce a certificate of currency of the insurance policy noting the Licensor as an interested party for each Written Request.

10. Default by Licensee

- 10.1. If at any time:
- 10.1.1. Any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for 10 working days after the payment is due (whether it has been demanded or not); or
- 10.1.2. The Licensee goes into liquidation, voluntary administration, receivership or it is wound up or dissolved; or
- 10.1.3. The Licensee breaches any terms or conditions of this Licence and if it has not rectified the breach within 30 working days of receiving written notice of the same;

then the Licensor may terminate this Licence and recover all unpaid arrears from the Licensee. For the avoidance of doubt, termination of this Licence will not affect the parties' respective rights and obligations under this Licence up to the termination date.

11. Dispute Resolution

- 11.1. If either party considers there is a dispute in respect of any matters arising out of, or in connection with this Licence, then that party shall immediately give notice to the other setting out details of the dispute. The parties will both endeavour in good faith to resolve the dispute within 5 working days of the receipt of the notice, failing which the parties will both endeavour in good faith within a further 10 working days to appoint a mediator and resolve the dispute, time being of the essence. If the dispute cannot be resolved by mediation, then either party may require the dispute to be arbitrated in accordance with the Arbitration Act 1996.

12. Indemnity by Licensee

- 12.1. The Licensee will indemnify and hold harmless, to the extent permitted by law, the Licensor from and against all actions, claims, demands, losses, damages, fines, costs and expenses (including legal costs on a solicitor client basis), arising directly or indirectly from:
- 12.1.1. the Licensee's use of the Licence Area to the extent that the loss, damage or injury is occasioned or contributed to by any act, omission, neglect, breach or default on the part of the Licensee;
 - 12.1.2. non-compliance by the Licensee with any statutory or regulatory obligations that apply to the Licence Area; and
 - 12.1.3. any breach by the Licensee of its obligations under this Licence.

13. Fast-track Application

- 13.1. The Licensor acknowledges that the Licensee has previously submitted an unsuccessful Fast-track Application and is preparing a second Fast Track Application in relation to the Licence Area. However, the parties agree that this Licence is dependent on this next application and is contingent upon the outcome of the Fast-track process. The rights and obligations under this Licence shall remain in full force and effect if a Substantive Fast-track Application is approved.

14. Costs

- 14.1. Each party shall meet their own costs for the preparation and review of this Licence.

15. GST

- 15.1. The Licensee will at the time it falls due for payment, pay to the Licensor, or as the Licensor directs, all GST payable on the rental and any other amounts under the Licence.

16. Notices

- 16.1. The parties may serve a notice on each other by leaving it at or posting it to the party's registered office or by email.

17. Counterparts

17.1. This Licence may be executed in counterparts (including facsimile or electronic transmission) each of which is deemed to be an original.

SIGNED on behalf of the Minister of Conservation
as Licensor by the Director of the Office of
Regulatory Services under
delegated authority in the presence of

Signature

Witness Signature

Witness Name

SIGNED by the sole director of Bowen Peak Limited
as Licensee
in the presence of

Signature of Guy Hingston

Witness Signature

Witness Name

**DRAFT LICENCE – NOT FOR SIGNING
PENDING OUTCOME OF FAST TRACK
REFERRAL APPLICATION**

Licence to Occupy

Queenstown Lakes District Council

and

Bowen Peak Limited

Licence to Occupy

Date

202

Parties

Queenstown Lakes District Council (**Licensor**)

Bowen Peak Limited (Company No. 9282481) (**Licensee**)

Background

- E. The Licensor is the administering authority of the Recreation Reserve in accordance with the Act.
- F. The Licensee wishes to temporarily occupy the Licence Area for the Permitted Use.
- G. The Licensor is empowered to grant a licence of the Licence Area to the Licensee as the administering authority of the Recreation Reserve under sections 40 and 61(1) of the Act.
- H. The Licensor has agreed to grant the Licensee a licence over the Licence Area on the terms and conditions set out in this Licence.

18. Definitions and Interpretation

18.1. Definitions

Act means the Reserves Act 1977.

Commencement Date means the date of this Licence subject to Clause 13.

Expiry Date means five years from the Commencement Date or such earlier date of which the Licence is terminated.

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

Licence means this licence to occupy on the terms and conditions of this licence.

Licence Area means Licence Areas 6-12 in Schedule One – Licence Area Plan.

Licence Fee means \$1.00 plus GST per month (if demanded by the Licensor).

Permitted Use means the construction of the Powerhouse Funifor Station and associated retail, hospitality and other infrastructure along with pylons to allow for the overhead transit of funifor lines and steel rope equipment and passage of funifor vehicles along these same lines and steel ropes, as well as the felling of wilding pines and replacement with planting of low level growing native flora twenty metres on either side of the funifor centre line, all at the Licensee's own cost.

Term means five years from the Commencement Date.

Working Day or **Working Days** has the meaning specified at section 4 of the Property Law Act 2007.

18.2. Interpretation

In this Licence:

- (j) expressions defined in the main body of this Licence have the defined meaning in the whole of this agreement including the background any applicable schedules;
- (k) section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this Licence;
- (l) where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally;
- (m) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (n) references to parties are references to the Licensor and the Licensee and include each party's executors, administrators, successors and permitted assigns, and each party's employees, contractors, agents and invitees (unless repugnant to the context);
- (o) references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- (p) singular words include the plural and vice versa;
- (q) references to sections, clauses and schedules are references to sections and clauses of and the schedules to this Licence;
- (r) references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

19. Licence

- 19.1. The Licensor grants the Licensee a licence to occupy the Licence Area for the Permitted Use in accordance with the provisions of this Licence.
- 19.2. Each time period the Licensee seeks access to the Licence Area for the Permitted Use, it must submit a written request to the Licensor's agent, being the Queenstown Lakes District Council Manager of Parks and Reserves for the access. This request must include sufficient detail, including the proposed dates of access, the duration of works, the specific location(s) within the Licence Area, the hours of operation, the scope of the Permitted Use, evidence of insurance and a health and safety plan (**Written Request**).
- 19.3. Upon receiving a Written Request, the Licensor will consider it in good faith. In doing so, the Licensor may take into account other users' access to the Licence Area, potential conflicts of use, the time of year and any other matters the Licensor considers relevant. The Licensor will respond within a reasonable timeframe, and in any event no later than 15 working days from receipt of a Written Request.

19.4. The Licensee acknowledges that the Licence Area is a public recreation reserve and that the primary purpose of the land is to serve as a recreational area for public use. Nothing in this Licence shall be construed as granting the Licensee exclusive possession of the Licence Area.

20. Term

20.1. The Term shall commence on the Commencement Date and shall expire on the Expiry Date unless otherwise agreed between the parties.

21. Licence Fee and cost of the Permitted Use

21.1. In consideration for the Licence, the Licensee covenants to pay the Licence Fee to the Licensor.

21.2. If the Licence Fee or any other monies payable by the Licensee remain unpaid for 7 days after their due date, then the Licensee shall pay interest on the outstanding monies at a rate of 12% per annum.

21.3. The operations associated with the Permitted Use will be solely at the Licensee's cost.

22. Licensee's Option

22.1. The Licensee intends to operate commercial activities within the Licence Area using the infrastructure created by the Permitted Use.

22.2. The Licensee intends to use its best endeavours to meet all of the following objectives by the Expiry Date of this Licence:

22.2.1. The successful establishment of operating ropeway infrastructure from the One Mile Powerhouse Reserve to Fernhill Heights to the Saddle and to the top of Bowen Peak without direct financial contribution by the Licensor.

22.3. On or before the Expiry Date of the Licence, the Licensor acting reasonably and in good faith will assess the Licensee's compliance with the objectives at clause 5.2 above. If the Licensor determines that the Licensee has complied with clause 5.2 above, the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity.

22.4. The parties agree to negotiate the licence fee and terms of the licence contemplated by clause 5.3 acting reasonably and in good faith.

22.5. If the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity as stated in clause 5.3 and 5.4 above, and the Licensee completes its commercial activity over this 10 year term, then the Licensor agrees to offer the Licensee another Licence for the Licence Area for a second term of 10 years to operate its commercial activity if the Licensee has also met the following two objectives:

22.5.1. The successful establishment of the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary over an area greater than 200 hectares within the Reserve without direct financial contribution by the Licensor.

22.5.2. The successful establishment of a new elevated fibreglass One Mile Creek walking track from the Powerhouse building up along the previous One Mile Creek walking track to then cross over into the Two Mile Creek catchment

finishing at the proposed Fernhill Heights funifor station and formal entrance to the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary without direct financial contribution by the Licensor.

23. Statutory Requirements

The Licensee acknowledges that this Licence is a licence to occupy part of a Recreation Reserve under sections 40 and 61(1) of the Act, and the provisions of the Act and any regulations made pursuant to the Act shall apply to this Licence to the extent that such provisions are not inconsistent with the terms of this Licence.

24. No Assignment

- 24.1. The Licensee must not transfer or assign the rights contained in this Licence, sublet or otherwise part with possession of the Licence Area without first obtaining the written consent of the Licensor, which may be withheld by the Licensor in its absolute discretion.

25. Health and Safety

- 25.1. The Licensee acknowledges that it is a person conducting a business or undertaking (known as a PCBU) on the Licence Area for the purposes of the Health and Safety at Work Act 2015 (**HSWA**) and the Licensee and its contractors, shall have in place a health and safety plan in relation to each Written Request.
- 25.2. The Licensee and its contractors shall then implement and comply with the relevant health and safety plan for the duration of each Written Request.
- 25.3. The Licensee and its contractors will comply with all its health and safety obligations, including its obligations under the HSWA, the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the Health and Safety at Work (Worker Engagement, Participation and Representation) Regulations 2016, and any other relevant regulations on a Licence Area.

26. Insurance

- 26.1. The Licensee (at its expense) or the Licensee's contractors shall hold a current insurance policy for the Licence Area and the Permitted Use of the Licence Area for the period of each Written Request.
- 26.2. If requested by the Licensor, the Licensee shall produce a certificate of currency of the insurance policy noting the Licensor as an interested party for each Written Request.

27. Default by Licensee

- 27.1. If at any time:
- 27.1.1. Any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for 10 working days after the payment is due (whether it has been demanded or not); or
- 27.1.2. The Licensee goes into liquidation, voluntary administration, receivership or it is wound up or dissolved; or
- 27.1.3. The Licensee breaches any terms or conditions of this Licence and if it has not rectified the breach within 30 working days of receiving written notice of the same;

then the Licensor may terminate this Licence and recover all unpaid arrears from the Licensee. For the avoidance of doubt, termination of this Licence will not affect the parties' respective rights and obligations under this Licence up to the termination date.

28. Dispute Resolution

- 28.1. If either party considers there is a dispute in respect of any matters arising out of, or in connection with this Licence, then that party shall immediately give notice to the other setting out details of the dispute. The parties will both endeavour in good faith to resolve the dispute within 5 working days of the receipt of the notice, failing which the parties will both endeavour in good faith within a further 10 working days to appoint a mediator and resolve the dispute, time being of the essence. If the dispute cannot be resolved by mediation, then either party may require the dispute to be arbitrated in accordance with the Arbitration Act 1996.

29. Indemnity by Licensee

- 29.1. The Licensee will indemnify and hold harmless, to the extent permitted by law, the Licensor from and against all actions, claims, demands, losses, damages, fines, costs and expenses (including legal costs on a solicitor client basis), arising directly or indirectly from:
- 29.1.1. the Licensee's use of the Licence Area to the extent that the loss, damage or injury is occasioned or contributed to by any act, omission, neglect, breach or default on the part of the Licensee;
 - 29.1.2. non-compliance by the Licensee with any statutory or regulatory obligations that apply to the Licence Area; and
 - 29.1.3. any breach by the Licensee of its obligations under this Licence.

30. Fast-track Application

- 30.1. The Licensor acknowledges that the Licensee has previously submitted an unsuccessful Fast-track Application and is preparing a second Fast-track Application in relation to the Licence Area. However, the parties agree that this Licence is dependent on this next application and is contingent upon the outcome of the Fast-track process. The rights and obligations under this Licence shall remain in full force and effect if a Substantive Fast-track Application is approved.

31. Costs

- 31.1. Each party shall meet their own costs for the preparation and review of this Licence.

32. GST

- 32.1. The Licensee will at the time it falls due for payment, pay to the Licensor, or as the Licensor directs, all GST payable on the rental and any other amounts under the Licence.

33. Notices

- 33.1. The parties may serve a notice on each other by leaving it at or posting it to the party's registered office or by email.

34. Counterparts

- 34.1. This Licence may be executed in counterparts (including facsimile or electronic transmission) each of which is deemed to be an original.

SIGNED by Queenstown Lakes District Council
as Licensor by its Chief Executive under
delegated authority in the presence of

Signature of Michael Theelan

Witness Signature

Witness Name

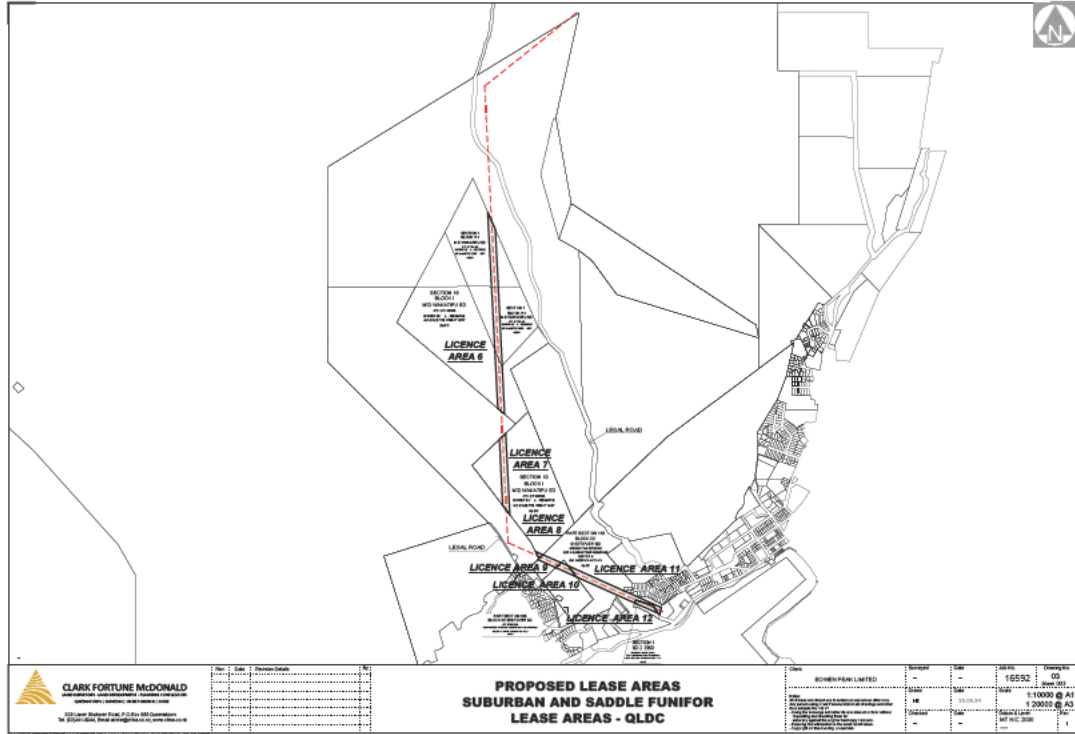
SIGNED by the sole director of Bowen Peak Limited
as Licensee
in the presence of

Signature of Guy Hingston

Witness Signature

Witness Name

SCHEDULE ONE – LICENCE AREA PLAN



CLARK FORTUNE McDONALD
 CONSULTANTS
 110 Queen Street West, 10th Floor, Toronto, Ontario M5H 2R2
 Tel: (416) 593-8888
 Fax: (416) 593-8889
 www.clarkfortumcdonald.com

**PROPOSED LEASE AREAS
 SUBURBAN AND SADDLE FUNIFOR
 LEASE AREAS - QLDC**

Item	Description	Quantity	Unit	Value	Comments
1	Site	1	Lot	16592	GD
2	Site	1	Lot	16592	GD
3	Site	1	Lot	16592	GD
4	Site	1	Lot	16592	GD
5	Site	1	Lot	16592	GD
6	Site	1	Lot	16592	GD
7	Site	1	Lot	16592	GD
8	Site	1	Lot	16592	GD
9	Site	1	Lot	16592	GD
10	Site	1	Lot	16592	GD
11	Site	1	Lot	16592	GD
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39	Site	1	Lot	16592	GD
40	Site	1	Lot	16592	GD
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86	Site	1	Lot	16592	GD
87	Site	1	Lot	16592	GD
88	Site	1	Lot	16592	GD
89	Site	1	Lot	16592	GD
90	Site	1	Lot	16592	GD
91	Site	1	Lot	16592	GD
92	Site	1	Lot	16592	GD
93	Site	1	Lot	16592	GD
94	Site	1	Lot	16592	GD
95	Site	1	Lot	16592	GD
96	Site	1	Lot	16592	GD
97	Site	1	Lot	16592	GD
98	Site	1	Lot	16592	GD
99	Site	1	Lot	16592	GD
100	Site	1	Lot	16592	GD

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**DRAFT LICENCE – NOT FOR SIGNING
PENDING OUTCOME OF FAST TRACK
REFERRAL APPLICATION**

Licence to Occupy

Ben Lomond Station

and

Bowen Peak Limited

Licence to Occupy

Date

202

Parties

Ben Lomond Station (**Licensor**)

Bowen Peak Limited (Company No. 9282481) (**Licensee**)

Background

- I. The Licensor is the owner of the Licence Area.
- J. The Licensee wishes to temporarily occupy the Licence Area for the Permitted Use.
- K. The Licensor has agreed to grant the Licensee a licence over the Licence Area on the terms and conditions set out in this Licence.

35. Definitions and Interpretation

35.1. Definitions

Commencement Date means the date of this Licence subject to Clause 12.

Expiry Date means five years from the Commencement Date or such earlier date of which the Licence is terminated.

GST means goods and services tax within the meaning of the Goods and Services Tax Act 1985.

Licence means this licence to occupy on the terms and conditions of this licence.

Licence Area means Licence Area 1 as documented in Schedule One – Licence Area Plan land parcel Part Run 794 RT OT6D 1163 Quest Moonlight Limited.

Licence Fee means \$1.00 plus GST per month (if demanded by the Licensor).

Permitted Use means the construction of the peak funifor station and peak viewing platform; to allow for the overhead transit of funifor lines and steel rope equipment and passage of funifor vehicles along these same lines and steel ropes for the purposes of accessing the peak funifor station and viewing platform 365 days of the year; and the use of the Licence Area by tourists, mountain bikers, skiers, hikers and others.

Term means five years from the Commencement Date.

Working Day or **Working Days** has the meaning specified at section 4 of the Property Law Act 2007.

35.2. Interpretation

In this Licence:

- (s) expressions defined in the main body of this Licence have the defined meaning in the whole of this agreement including the background any applicable schedules;
- (t) section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this Licence;
- (u) where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally;
- (v) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (w) references to parties are references to the Licensor and the Licensee and include each party's executors, administrators, successors and permitted assigns, and each party's employees, contractors, agents and invitees (unless repugnant to the context);
- (x) references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- (y) singular words include the plural and vice versa;
- (z) references to sections, clauses and schedules are references to sections and clauses of and the schedules to this Licence;
- (aa) references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

36. Licence

- 36.1. The Licensor grants the Licensee a licence to occupy the Licence Area for the Permitted Use in accordance with the provisions of this Licence.
- 36.2. Each time period the Licensee seeks construction access to the Licence Area for the Permitted Use, it must submit a written request to the Licensor. This request must include sufficient detail, including the proposed dates of access, the duration of works, the specific location(s) within the Licence Area, the hours of operation, the scope of the Permitted Use, evidence of insurance and a health and safety plan (**Written Request**).
- 36.3. Upon receiving a Written Request, the Licensor will consider it in good faith. In doing so, the Licensor may take into account other users' access to the Licence Area, potential conflicts of use, the time of year and any other matters the Licensor considers relevant. The Licensor will respond within a reasonable timeframe, and in any event no later than 15 working days from receipt of a Written Request.
- 36.4. The Licensee acknowledges that nothing in this Licence shall be construed as granting the Licensee exclusive possession of the Licence Area.

37. Term

- 37.1. The Term shall commence on the Commencement Date and shall expire on the Expiry Date unless otherwise agreed between the parties.

38. Licence Fee and cost of the Permitted Use

- 38.1. In consideration for the Licence, the Licensee covenants to pay the Licence Fee to the Licensor.
- 38.2. If the Licence Fee or any other monies payable by the Licensee remain unpaid for 7 days after their due date, then the Licensee shall pay interest on the outstanding monies at a rate of 12% per annum.
- 38.3. The operations associated with the Permitted Use will be solely at the Licensee's cost.

39. Licensee's Option

- 39.1. The Licensee intends to operate commercial activities within the Licence Area using the infrastructure created by the Permitted Use.
- 39.2. The Licensee intends to use its best endeavours to meet all of the following objectives by the Expiry Date of this Licence:
- 39.2.1. The successful establishment of operating ropeway infrastructure from the One Mile Powerhouse Reserve to Fernhill Heights to the Saddle and to the top of Bowen Peak without direct financial contribution by the Licensor.
- 39.3. On or before the Expiry Date of the Licence, the Licensor acting reasonably and in good faith will assess the Licensee's compliance with the objectives at clause 5.2 above. If the Licensor determines that the Licensee has complied with clause 5.2 above, the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity.
- 39.4. The parties agree to negotiate the licence fee and terms of the licence contemplated by clause 5.3 acting reasonably and in good faith.
- 39.5. If the Licensor agrees to offer the Licensee a Licence for the Licence Area for a term of 10 years to operate its commercial activity as stated in clause 5.3 and 5.4 above, and the Licensee completes its commercial activity over this 10 year term, then the Licensor agrees to offer the Licensee another Licence for the Licence Area for a second term of 10 years to operate its commercial activity if the Licensee has also met the following two objectives:
- 39.5.1. The successful establishment of the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary over an area greater than 200 hectares within the Reserve without direct financial contribution by the Licensor.
- 39.5.2. The successful establishment of a new elevated fibreglass One Mile Creek walking track from the Powerhouse building up along the previous One Mile Creek walking track to then cross over into the Two Mile Creek catchment finishing at the proposed Fernhill Heights funifor station and formal entrance to the Te-Taumata-o-Hakitekura (Ben Lomond) Reserve Predator-free Sanctuary without direct financial contribution by the Licensor.

40. No Assignment

- 40.1. The Licensee must not transfer or assign the rights contained in this Licence, sublet or otherwise part with possession of the Licence Area without first obtaining the written consent of the Licensor, which may be withheld by the Licensor in its absolute discretion.

41. Health and Safety

- 41.1. The Licensee acknowledges that it is a person conducting a business or undertaking (known as a PCBU) on the Licence Area for the purposes of the Health and Safety at Work Act 2015 (**HSWA**) and the Licensee and its contractors, shall have in place a health and safety plan in relation to each Written Request.
- 41.2. The Licensee and its contractors shall then implement and comply with the relevant health and safety plan for the duration of each Written Request.
- 41.3. The Licensee and its contractors will comply with all its health and safety obligations, including its obligations under the HSWA, the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the Health and Safety at Work (Worker Engagement, Participation and Representation) Regulations 2016, and any other relevant regulations on a Licence Area.

42. Insurance

- 42.1. The Licensee (at its expense) or the Licensee's contractors shall hold a current insurance policy for the Licence Area and the Permitted Use of the Licence Area for the period of each Written Request.
- 42.2. If requested by the Licensor, the Licensee shall produce a certificate of currency of the insurance policy noting the Licensor as an interested party for each Written Request.

43. Default by Licensee

- 43.1. If at any time:
- 43.1.1. Any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for 10 working days after the payment is due (whether it has been demanded or not); or
- 43.1.2. The Licensee goes into liquidation, voluntary administration, receivership or it is wound up or dissolved; or
- 43.1.3. The Licensee breaches any terms or conditions of this Licence and if it has not rectified the breach within 30 working days of receiving written notice of the same;
- then the Licensor may terminate this Licence and recover all unpaid arrears from the Licensee. For the avoidance of doubt, termination of this Licence will not affect the parties' respective rights and obligations under this Licence up to the termination date.

44. Dispute Resolution

- 44.1. If either party considers there is a dispute in respect of any matters arising out of, or in connection with this Licence, then that party shall immediately give notice to the other

setting out details of the dispute. The parties will both endeavour in good faith to resolve the dispute within 5 working days of the receipt of the notice, failing which the parties will both endeavour in good faith within a further 10 working days to appoint a mediator and resolve the dispute, time being of the essence. If the dispute cannot be resolved by mediation, then either party may require the dispute to be arbitrated in accordance with the Arbitration Act 1996.

45. Indemnity by Licensee

45.1. The Licensee will indemnify and hold harmless, to the extent permitted by law, the Licensor from and against all actions, claims, demands, losses, damages, fines, costs and expenses (including legal costs on a solicitor client basis), arising directly or indirectly from:

45.1.1. the Licensee's use of the Licence Area to the extent that the loss, damage or injury is occasioned or contributed to by any act, omission, neglect, breach or default on the part of the Licensee;

45.1.2. non-compliance by the Licensee with any statutory or regulatory obligations that apply to the Licence Area; and

45.1.3. any breach by the Licensee of its obligations under this Licence.

46. Fast-track Application

46.1. The Licensor acknowledges that the Licensee has previously submitted an unsuccessful Fast-track Application and is preparing a further Fast-track Application in relation to the Licence Area. However, the parties agree that this Licence is dependent upon this latter application and is contingent upon the outcome of the Fast-track process. The rights and obligations under this Licence shall remain in full force and effect if a Substantive Fast-track Application is approved.

47. Costs

47.1. Each party shall meet their own costs for the preparation and review of this Licence.

48. GST

48.1. The Licensee will at the time it falls due for payment, pay to the Licensor, or as the Licensor directs, all GST payable on the rental and any other amounts under the Licence.

49. Notices

49.1. The parties may serve a notice on each other by leaving it at or posting it to the party's registered office or by email.

50. Counterparts

50.1. This Licence may be executed in counterparts (including facsimile or electronic transmission) each of which is deemed to be an original.

SIGNED by [TBA] of
Ben Lomond Station as Licensor
in the presence of

Director Signature

Director Name

Director Signature

Director Name

SIGNED by the sole director of Bowen Peak Limited
as Licensee
in the presence of

Signature of Guy Hingston

Witness Signature

Witness Name

