

02 General Conditions

Reference	Condition
	ACCIDENTAL DISCOVERY PROTOCOL
ADP1	In the event of any disturbance or discovery of Kōiwi Tangata (human bones) or Taonga (artefacts including pounamu), the Approval Holder must: - Cease any further excavation within 20 metres of the discovery, except for the discovery of pounamu; - Contact the Project Archaeologist to establish whether the remains are part of an Archaeological Site as defined under the HNZPTA; - If the Project Archaeologist confirms that it is an Archaeological Site, the area of the site will be defined by the Project Archaeologist and temporarily excised from earthworks; - Immediately advise the relevant Approval Authority or Authorities of the disturbance and/or discovery; - In the case of the disturbance of Kōiwi Tangata (human bones) immediately advise an Officer of the New Zealand Police and Te Rūnanga o Ngāti Waewae; - In the case of disturbance or discovery of Māori archaeological material or pounamu immediately advise the Chairperson or the Office of Te Rūnanga o Ngāti Waewae; - In the case of any disturbance or discovery of archaeological materials immediately advise the Regional Archaeologist of Heritage New Zealand Pouhere Taonga, except in relation to disturbance of pounamu; and - Not undertake further excavation within 20 metres of the discovery, except in relation to the disturbance of pounamu, until the Approval Holder has received confirmation from the relevant Approval Authority or Authorities that excavation works may resume in this area. Advice note: The Heritage New Zealand Pouhere Taonga Act 2014 provides for the recording, protection, and preservation of Archaeological Sites whether recorded or not. As such, any land use activity likely to damage, modify or destroy any pre-1900 Archaeological Site (whether recorded or unrecorded) will require an archaeological authority from Heritage New Zealand for the work to lawfully proceed. This applies to all sites, regardless of whether a building or Approval has been granted or not.

Reference	Condition
ADP2	The Approval Holder must ensure that all staff and contractors involved in any form of earthworks or excavation associated with the BPCP complete a site induction to ensure they are familiar with the requirement for, and importance of adhering to, the Accidental Discovery Protocol set out in Condition ADP1 prior to their involvement in undertaking any earthworks or excavation.
	MANA WHENUA CONDITIONS
MW1	The Approval Holder must invite Te Rūnanga o Ngāti Waewae to participate in all community-based working or advisory groups (including the Community Liaison Group required by Condition CL6 , the Recreation User Group required by Condition REC1 , the Heritage Stakeholder Group required by Condition HER7) established for the Project.
MW2	The Approval Holder must provide Te Rūnanga o Ngāti Waewae with copies of the Annual Ecohydrology Monitoring Report required by Condition REP1 and the Ecology Annual Monitoring Report required by Condition ECO1 , and invite comment on those reports. Any comments received from Te Rūnanga o Ngāti Waewae must be had particular regard to by the Approval Holder and, where relevant, addressed in subsequent monitoring or reporting. For the avoidance of doubt, this information can be provided as part of the Annual Work Plan prepared in accordance with Condition GEN7 .
MW3	Where species relocation is required by either the conditions of this Approval or any relevant management plan, the Approval Holder must consult with Te Rūnanga o Ngāti Waewae regarding the relocation, and must demonstrate to the relevant Approval Authority or Authorities how any comments received from Te Rūnanga o Ngāti Waewae have been had particular regard to.
MW4	Within 12 months of the commencement of these Approvals, the Approval Holder must invite Ngāti Waewae to develop a Mātauranga Māori Management Plan at the Approval Holder's cost that identifies opportunities to recognise and incorporate mātauranga Māori into the management of the Project's activities and environmental effects. For the purpose of developing, implementing, reviewing and updating the Plan, the Approval Holder must provide reasonable access to the Project Area for representatives of Ngāti Waewae, subject to compliance with the Approval Holder's health, safety, security and operational requirements.

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	The Plan must be prepared having particular regard to feedback provided by Ngāti Waewae and may be implemented through a separate agreement between the Approval Holder and Ngāti Waewae. A copy of any completed Plan must be provided to the relevant Approval Authority or Authorities upon request.
MW5	The Approval Holder must invite Te Rūnanga o Ngāti Waewae to work with the Approval Holder to prepare a cultural awareness training package for its staff. Where Te Rūnanga o Ngāti Waewae agrees to participate, the Approval Holder must work collaboratively with Te Rūnanga o Ngāti Waewae to prepare and implement the training package. Where Te Rūnanga o Ngāti Waewae chooses not to participate or does not respond to a written invitation within a reasonable period, the Approval Holder may implement a cultural awareness training package having particular regard to any information, guidance, or feedback previously provided by Te Rūnanga o Ngāti Waewae.
	BOND
BON1	Conditions BON2-BON10 below only apply to ESE, MFS and UWHR Project Sub-Areas and to the REP (Residual Effects Package) and the Cypress Pest Exclusion Fence.
BON2	Within 3 months of the commencement of these Approvals, the Approval Holder (Bond Provider) must provide and maintain in favour of the West Coast Regional Council, the Buller District Council, LINZ and DOC (collectively, Bond Recipients), a financial assurance instrument (Bond) which, in the event of default by the Bond Provider, would: a. Secure compliance with all the conditions of these consents and enable any adverse effects on the environment resulting from any non-compliances to be avoided, remedied or mitigated. (Compliance obligation); b. Secure the completion of rehabilitation and closure of the Project Sub-Areas, including reasonable provision for early closure events and associated costs in the event of abandonment of the Site (Closure obligations); and c. Ensure the performance of any monitoring obligations of the Bond Provider under this consent following the meeting of Closure obligations, as well as any aftercare obligations (Aftercare obligations). The Aftercare obligations will remain in force until: i. The Bond Recipients have confirmed in writing that there are no longer any obligations requiring a bond; or

Reference	Condition
	ii. The trustees of the Trust described in Condition T1 below have agreed in writing to take over any remaining obligations, and the Bond recipients have agreed to that occurring; and d. Secure the delivery of the REP.
BON3	The quantum of the Bond components described in Condition BON2 shall be calculated as follows: a. The quantum for the Compliance obligations of the Bond must be calculated based on reasonably foreseeable risks or any other reasonably foreseeable contingencies that may arise. The quantum must include provision for the cost of short-term monitoring, site management and regulator inputs required by these consents. b. The quantum for the Closure obligations of the Bond must be calculated by determining the likely maximum cost to close and secure the relevant Project Sub-Area at any point within a twelve month period following the review date. The amount must include reasonable provision for all works necessary to close the Project Sub-Area, including but not limited to the following: i. Allowance for remediation of any adverse effect on the environment that may arise from the Project Sub-Area relating to plausible early closure scenarios; ii. Allowance for the full extent of the works needed to return the Project Sub-Area to a stable and safe condition, and removal of any redundant Project Sub-Area infrastructure; iii. Allowance for the cost of short-term monitoring, Project Sub-Area management and regulator inputs required by any approvals during closure works. c. The quantum for the Aftercare obligations of the Bond must be calculated as the Net Present Value of all aftercare costs. Aftercare costs must be assessed as a series of individual cost items, appropriately assessed over the duration of the Aftercare Period, with the amounts to be inclusive of contingency and a reasonable allowance for capital works or capital equipment replacement. This component will be developed using commercial financial parameters appropriate at the time of the assessment. d. The quantum for the REP and the Cypress Pest Exclusion Fence (as required by Condition POW13) shall be calculated as follows:

Reference	Condition
	i. The quantum shall include the full costs of constructing all of the pest exclusion fences shown on Plan Attachment 6 that have not been fully completed by the date that any annual bond review occurs; and ii. For Year 1 to Year 10 (inclusive, with Year 1 being the first year after the Commencement Date), the quantum of the costs for all the other elements of the REP shall be the costs of undertaking those works for a period of 10 years from the date the bond comes into effect (ie the 10 year period comprises the proposed current bond year, plus a further 9 years); iii. For the calculation of the quantum bond from Year 11 onwards, the quantum of the costs for REP shall comprise the cost of completing those works in accordance with the conditions of this consent, assessed as annuity NPV for the remaining term of those obligations.
BON4	The Bond calculated by the method in Condition BON3 may be comprised of one or more Bonds in favour of one or more of the Bond Recipients, provided that the total quantum of any two or more Bonds do not exceed the total sum that would be calculated if there was only a single Bond.
BON5	The amount of the Bond must be fixed annually in accordance with Condition BON3 by a suitably qualified and experienced independent assessor recommended by the Bond Provider and approved by the Bond Recipients, such consent not to be unreasonably withheld.
BON6	The amount of the Bond must be advised in writing to the Bond Recipients at least one month prior to the review date.
BON7	The Bond must be in a form agreed between the Bond Provider and the Bond Recipients and must, subject to these conditions, otherwise be on terms and conditions agreed between them.
BON8	If the Bond Provider and the Bond Recipients are unable to reach mutual agreement on the form, terms and conditions, or amount of the bond, in either the establishment of the bond or in subsequent review of the bond or in terminating the bond, then the matter must be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration must be commenced on advice by either party that the amount of the bond is disputed, such notice to be given within fourteen (14) days of receipt by the Bond Recipient of the amount of the bond established or proposed to be established by the Bond Provider. If the parties cannot agree upon an arbitrator within seven (7) days of receiving advice that the amount of the bond is in dispute, then the Bond Provider must request that an arbitrator must be appointed by the President of Engineering New Zealand. Such arbitrator must be

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	requested to give an award in writing within thirty (30) days after his/her appointment, unless both parties mutually agree that time must be extended. The parties must bear their own costs in connection with arbitration. In all other respects, the provisions of the Arbitration Act 1996 must apply.
BON9	If the decision of the arbitrator is not made available by the 30th day after appointment of the arbitrator, then the amount of the bond must be fixed by the Bond Recipients, until such time as the arbitrator does make their decision. The Bond Provider must establish or re-establish the bond in accordance with the arbitrator's decision within sixty (60) days after the decision.
BON10	The Bond may be varied, cancelled, or renewed at any time by agreement between the Bond Provider and the Bond Recipient.
	STOCKTON SUB-AREA BOND
SKB1	Any bond for the Stockton Sub-Area shall be assessed by reference to Conditions SKB1– SKB8 below (Stockton Bond). The Stockton Bond only addresses risks associated with the Non-AMD Rehabilitation and AMD Rehabilitation obligations described below in Conditions SKB3 – SKB6 below.
	<i>Advice note: For the avoidance of doubt, the bond for the Cypress mine is regulated under the Cypress resource consent conditions which inform the obligations of the Deed Relating to Bonding and the Deed of Commitment described below.</i>
SKB2	Notwithstanding Condition SKB1 above, the BPCP proposes an extensive REP that occurs over the Buller Plateaux, including parts of the Stockton Sub-Area and the Cypress Sub-Area. Any risks associated with the non-performance of the REP obligations, including across the Stockton and Cypress Sub-Areas, are managed by the BPCP Bond conditions described above in Conditions BON1 – BON10 .
	NON-AMD REHABILITATION
SKB3	Non-AMD rehabilitation works include (but are not limited to) works such as all land recontouring, soil application, vegetation planting, infrastructure removal and site closure activities.

Reference	Condition
SKB4	Bonding for all non-AMD rehabilitation works in the Stockton Sub-Area will continue under the bonding arrangements set out in the Deed Relating to Bonding dated 24 August 2017, and varied 12 August 2025 (and any subsequent amendments that may be agreed between the parties) entered into between BT Mining Limited and the West Coast Regional Council and the Buller District Council (Deed Relating to Bonding).
SKB5	BT Mining Limited will procure and enter into the necessary amendments to the Deed Relating to Bonding so that the replacement of CML 37 150 and ACMLs 37 150/02 and 37 150/03 by a new mining permit and the issue of new district and regional land use consents are properly reflected in that Deed and as a minimum the definition of Terms and Conditions will be amended to read: <i>“Terms and Conditions” means the terms and conditions of all district and regional land use consents granted for the Stockton sub-area of the Buller Plateaux Continuation Project in respect of non-AMD rehabilitation and the terms and conditions in respect of non-AMD rehabilitation of the Cypress Consents and the Stockton No 2 South Consents for which the Councils have jurisdiction under the Resource Management Act 1991.</i> along with all consequential changes that are required to be made to the Deed Relating to Bonding to incorporate the change to that definition.
SKB6	BT Mining Ltd must procure the change above prior to the Management Plan Certification Date. Advice note: <i>The Crown has provided a Crown Indemnity in respect of non-AMD rehabilitation obligations at Stockton Mine, and has placed required funds in escrow to be drawn on by BT Mining Limited as it carries out rehabilitation in respect of historical non-AMD mining rehabilitation liabilities at the mine.</i> <i>The Deed Relating to Bonding set up the mechanism for BT Mining Limited to bond in favour of the West Coast Regional Council and the Buller District Council for the difference between the total quantum required for all non-AMD rehabilitation less the amount, at any given time, of the Crown Indemnity funds.</i> <i>The conditions above require this arrangement to continue, subject to the minor amendments described in Condition 5.</i>
	AMD REHABILITATION
SKB7	AMD Rehabilitation works include (but are not limited to) works such as the maintenance of existing infrastructure including the Mangatini Treatment System, the McCabes Treatment System, the MW16 Treatment System, and the Whirlwind passive treatment system.

Reference	Condition
SKB8	Bonding for all AMD Rehabilitation works within the Stockton Sub-Area will continue under the arrangements set out in the Deed of Commitment. Advice Note: <i>BT Mining Limited is party to a Deed of Commitment Relating to rehabilitation of Stockton Mine Acid Mine Drainage between the Crown, West Coast Regional Council, Buller District Council dated 31 Dec 2016, and which was varied and restated 8 Sep 2025. Under the terms of that deed the Crown assumed unlimited responsibility for AMD caused by coal mining operations and directly associated activities by Solid Energy New Zealand Ltd and its predecessor State Coal Mines up to 31 Dec 2016. BT Mining Limited is responsible for all AMD created from 1 Jan 2017 and provides a terminal bond to the Crown for this amount.</i> <i>While BT Mining Limited remains on site it is required to treat all coal mining generated AMD and claims back from the Crown on a periodic basis the costs of treating the Crown's proportion of the AMD. Following non-AMD rehabilitation of the Stockton mine BT Mining Limited is required under the deed to transfer ownership of the mine to Crown, pay its terminal payment and to exit the site. The Crown takes full responsibility thereafter to fund and treat AMD.</i> <i>The conditions above require this arrangement to continue.</i>
	TRUST
T1	If the Approval Holder wishes the Buller Plateaux Trust (Trust) to take over any of the Approval Holder's long term obligations in relation to the REP (Trust Obligations), the following procedure must be followed: - The Approval Holder shall establish a trust, the objectives of which shall include meeting the obligations which the Trust is to take over and is generally in accordance with the trust document appended in Schedule A. - The Approval Holder shall invite the following to become inaugural trustees: two representatives from Te Rūnanga o Ngāti Waewae, one representative from the West Coast Regional Council, one representative from the Buller District Council and one representative from the Department of Conservation. - Subject to Condition T2, the Approval Holder shall settle on the Trust sufficient funds to meet the Trust Obligations (Settlement Sum). That quantum of the Settlement Sum shall be no less than the amount calculated under Condition BON3(d)(iii) above, as at the date that the Trust takes over the Trust Obligations.

Reference	Condition
T2	The Approval Holder may apply to vary the bond and, if necessary, any conditions of this consent, so that the following three events occur simultaneously: a. The bond provided by the Approval Holder is reduced by the quantum of the Settlement Sum; b. The Settlement Sum is settled upon the Trust; c. Any residual consent conditions still in force are amended by releasing the Approval Holder from the Trust Obligations.
	REVIEW OF CONDITIONS
ROC1	The relevant Approval Authority or Authorities may, in accordance with relevant legislation, review any of the conditions of these Approvals by serving notice on the Approval Holder within a period of thirty (30) working days commencing on each anniversary of the date of commencement of these Approvals, for any of the following purposes: a. To deal with any adverse effect on the environment which may arise from the exercise of the Approval and which it is appropriate to deal with at a later stage; b. To assess the appropriateness of imposed compliance standards, monitoring parameters, monitoring regimes and monitoring frequencies, and to alter these accordingly; c. To ensure that any management plan required by these conditions gives effect to conditions of these Approvals. Any review under this condition must, in addition to the matters set out in the Resource Management Act 1991, also recognise and provide for the purpose of the Fast-track Approvals Act 2024.