

4 November 2025



LG25-0291 - Albert Town Recreational Reserve Lease



REQUEST FOR OFFICIAL INFORMATION – PARTIAL RELEASE OF INFORMATION

Thank you for your request for information held by the Queenstown Lakes District Council (QLDC). On 15 August 2025 you requested the following information under the Local Government Official Information and Meetings Act 1987 (LGOIMA):

- 1. The lease agreement with Hampshire Limited for the camping area in the Albert Town Recreational Reserve.
- 2. Details on the decision-making process for, and any consultation about, which areas of the reserve to include in the lease.
- 3. I would like to know why areas along the Hawea riverbank that were not mapped as camping areas in the Albert Town Recreation Reserve Management Plan 2010 were included in the lease. These include the area now used as a car park for the footbridge to the Newcastle track; the area now used as a car park for the kayak slalom site; and the area known to locals as the "Big Eddy" immediately downstream of the Nohoanga area.

QLDC RESPONSE

Partial release of information

In response to your request, we consulted with both the QLDC Parks and Open Spaces Team and the Knowledge Management Team.

1. The lease agreement with Hampshire Limited for the camping area in the Albert Town Recreational Reserve.

Please find attached a copy of the <u>Long Term Reserve Lease (Camping Grounds)</u> between QLDC and CCR Limited, with minor redactions. Our reasons for withholding the redacted information are outlined below.

Please note that the enclosed link will expire on 29 November 2025, 9:44 AM (UTC+12:00) Auckland, Wellington.

2. Details on the decision-making process for, and any consultation about, which areas of the reserve to include in the lease.

Please find enclosed an excerpt from the <u>Full Council Meeting Agenda</u>, dated 26 February 2013, where the 'Campground Strategy' was first presented, including background information on all campgrounds, including the Albert Town Campground. The agenda also references the <u>Albert Town Recreation Reserve Management Plan</u>, adopted by Council on 4 October 2010, which provides further details such as historical context, financial information, and maps of the Albert Town Campground area.

Following the Full Council meeting held on 26 February 2013, an <u>Expression of Interest</u> (EOI) process was undertaken to consider leasing the QLDC campgrounds, and a hearing was subsequently held. The enclosed <u>Agenda for the Hearing of Submissions</u> includes maps of the proposed lease areas. QLDC has also located a <u>Summary of the Campground Outsourcing Hearing</u>, which includes references to the Albert Town Campground area.

Following this process, the campgrounds were leased to CCR Limited, who later assigned the lease to Hampshire Holiday Parks. The <u>Long Term Reserve Lease (Camping Grounds)</u> between QLDC and CCR Limited, signed on 31 October 2014, includes maps of each campground showing the relevant lease area—please refer to page 62 for the Albert Town Campground maps.

The Albert Town lease area has remained unchanged since the lease to CCR Limited in 2014; only the lessee changed as part of the 2023 assignment from CCR Limited to Hampshire Holiday Parks.

Please note that the enclosed links will expire on 29 November 2025, 9:44 AM (UTC+12:00) Auckland, Wellington.

3. I would like to know why areas along the Hawea riverbank that were not mapped as camping areas in the Albert Town Recreation Reserve Management Plan 2010 were included in the lease. These include the area now used as a car park for the footbridge to the Newcastle track; the area now used as a car park for the kayak slalom site; and the area known to locals as the "Big Eddy" immediately downstream of the Nohoanga area.

The <u>Albert Town Recreation Reserve Management Plan</u>, developed in 2010 while QLDC managed the campground, includes a map on page 12 that primarily identifies the Nohoanga area and reflects the extent of the camping area as it existed under QLDC management.

Following the 2013 Council decision and consultation process, the Council became aware of a commitment to the Department of Conservation (DoC) to manage a portion of the Albert Town campground. To give effect to this commitment and consolidate campground management under a single operator, this additional land was included in the lease to CCR Limited. This reflected Council's intention to relinquish all resourcing and management responsibilities for the campgrounds, while retaining public access provisions within the lease for the Albert Town site.

Please note that the enclosed links will expire on 29 November 2025, 9:44 AM (UTC+12:00) Auckland, Wellington.

Decision to withhold information

We have good reason under section 7(2)(h) of the LGOIMA for refusing the information requested. We consider it is necessary to refuse the requested information on the basis of the following grounds:

Section 7(2)(h) - the withholding of the information is necessary to—
enable any local authority holding the information to carry out, without prejudice or
disadvantage, commercial activities.

Section 7(2)(h) of the LGOIMA is designed to protect the ability of local authorities to carry out commercial activities without facing prejudice or disadvantage. This provision allows for the withholding of information that could potentially harm the competitive position of a local authority or affect its ability to conduct its commercial operations effectively. The purpose of this provision is to balance transparency with the need to ensure that local authorities can manage their commercial activities in a fair and undisturbed manner.

In this case, the withheld information pertains to commercial activities that, if disclosed, could give an unfair advantage to competitors or disrupt the authority's ability to negotiate or engage in commercial dealings. The withholding of this information ensures that the local authority can continue its activities without the risk of harm or disadvantage.

Therefore, the need to protect the local authority's commercial activities outweighs the public interest in the information being made available. The information is withheld to prevent any prejudice or disadvantage to the local authority's ability to carry out its business effectively.

Public interest considerations

In assessing whether to withhold information, QLDC carefully evaluates the public interest—particularly whether disclosure would enhance transparency, accountability, or informed public engagement. This assessment includes weighing those benefits against the potential harm that could result from releasing the information.

QLDC acknowledges the public interest in ensuring transparency and accountability among local authority members and officials and supports the principles of good governance. We remain committed to releasing information wherever appropriate. However, in this case, release of the information would likely prejudice the commercial position of the parties involved by disclosing details that could be used to their disadvantage in current or future negotiations or competitive processes. On balance, this potential harm outweighs the public interest in disclosure.

Therefore, QLDC has determined that section 7(2)(h) of the LGOIMA applies. The release of the requested information would be likely to unreasonably prejudice the commercial interests of the parties concerned, and no overriding public interest has been identified that would justify its disclosure.

Right to review the above decision

Note that you have the right to seek an investigation and review by the Ombudsman of this decision. Information about this process is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

If you wish to discuss this decision with us, please contact <u>Naell.Crosby-Roe@qldc.govt.nz</u> (Director Democracy Services).

We trust that the above information satisfactorily answers your request.

Kind regards,



Democracy Services Team Corporate Services | Queenstown Lakes District Council P: +64 3 441 0499

E: informationrequest@qldc.govt.nz

QUEENSTOWN LAKES DISTRICT COUNCIL

FOR MEETING OF 26 FEBRUARY 2013

Agenda for an ordinary meeting of the Queenstown Lakes District Council to be held in the Council Chambers, 10 Gorge Road, Queenstown on Tuesday, 26 February 2013 at 9.30 am

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Camp Ground Strategy Review

February 2013



Queenstown Lakes District Council

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Background

The Queenstown Lakes District continues to be one of the fastest growing districts in New Zealand. It has a relatively small number of resident ratepayers (approximately 22,000) and experiences high visitor numbers throughout the year (average daily visitors approximately 18,000; peak daily visitors approximately 61,000).

The Queenstown Lakes District Council (QLDC) has a significant role to play in delivering a high quality experience to residents and visitors alike – ensuring the provision of good quality local infrastructure, public services and regulatory functions at the least possible cost to households and businesses.

There have been two important recent developments which will influence how QLDC delivers its outcomes in future:

- Adoption of QLDC's 10-year plan for the period 2012-2022 which sets out its goals and how it might achieve them in an affordable manner; and
- Proposed changes to the legislative framework guiding how local government operates and manages its business.

QLDC's 10-Year Plan

QLDC has recently adopted a new 10-year plan for the period through to 2022 which sets out its goals and how it might achieve them in an affordable manner. A number of community outcomes have been identified in conjunction with residents of the district, with the overarching outcome of sustainable growth management. QLDC's outcomes and goals as outlined in the 10-Year Plan are drawn from these community outcomes and include:

- An enabling forward-looking financial strategy that is sustainable in the long term;
- A balanced growth strategy that promotes employment and business opportunities and supports a strong and diverse community;
- A resilient and participating community that celebrates success, has pride in the district and its heritage and has thriving arts, cultural and sporting groups;
- Councilors and Council staff are respected for their approach, attitude, service delivery and governance; and
- A natural built environment that makes the Queenstown Lakes District a place of choice to live, work and visit.

The outcomes and goals in the long term plan in turn inform QLDC's activities and priorities. The 10 Year Plan has specifically identified a review of its Camp Ground Strategy as a priority. This has been reflected in the objectives set for the incoming Chief Executive in November 2012, which require that he:

"Complete a review of all Council camping grounds by 28 February 2013 that provides the Council with options for their future use and management."

Objectives of review

The objectives of the review are to consider and make recommendations on the following matters:

a) **Operating models:**

- Is the operating model of Queenstown Lakes Holiday Parks (QLHP)
 consistent with current local government practices throughout New
 Zealand?
- 2. If not, are there more suitable models which would still meet District objectives regarding holiday accommodation?

b) Financial performance:

- 1. Is the financial performance of QLHP comparable to like operations?
- 2. Does the financial performance meet the Council's goal of operating visitor accommodation without incurring costs to ratepayers?
- 3. What is the economic impact of the QLHP on private camping ground operators?

c) **Operational performance:**

- 1. Does the operational performance represent the best value for money for both the Council and users of the holiday parks?
- 2. Are there are any structural; capacity or capability issues which need to be addressed?

d) Community use of Council land:

- 1. In considering the operation of the QLHP's, are there alternative for which the Council land could be used?
- 2. What are the costs and benefits of respective uses?

e) Capital investment:

- 1. What is the likely capital investment to be required by QLHP in the next 10 years?
- 2. What are the alternative uses to which that capital could be put?

Scope of review

The Review Team will:

- 1. Review current local authority practices and models for enabling holiday park accommodation throughout cities and districts in New Zealand; and
- 2. Conduct an organisational review of QLHP's finances; operational performance and activities.

a. Review of current practices and models

The Review Team will review past plans; strategies and financial statement of the QLHP and assess their relevance and currency in the context of the Ten Year Plan. They will also review strategies, plans and comparable practices across a range of District and City Councils in New Zealand to identify whether: (a) any standards approaches or "best practices" exist for local authority management of holiday parks; or (b) there is a common approach for promoting a range of holiday accommodation for domestics and international visitors.

b. Review of QLHP activities

A review of QLHP activities will be undertaken with a view to identifying whether the current model represents the best possible means of meeting the Council's objective of providing visitors with a range of accommodation in the District.

If, in the opinion of the Review Team, it does not then they will assess and recommend alternative options for delivery this service. If the current model is considered to still be suitable, they will still assess and make recommendations on the best possible organisational structure and required resources and capabilities for delivering this service.

The areas of focus for the review will include the following:

- Efficiency and quality of current material operational processes and delivery models:
- Effectiveness of contract management with contracted service providers;
- Quality of performance monitoring and measurement processes;
- Effectiveness of management structure;
- The adequacy of internal resources in terms of capacity, skills and experience.

c. Other Considerations

In coming to its recommendations, the Review Team will need to be satisfied that its recommendations meet the different needs of QLDC's communities and will strengthen the ability of the organisation to support the Chief Executive's statutory responsibilities to:

- implement the decisions of QLDC;
- provide advice to members of QLDC and to its community boards;
- ensure that all responsibilities, duties, and powers delegated to him are properly performed or exercised;
- ensure the effective and efficient management of the activities of QLDC;
- maintain systems to enable effective planning and accurate reporting of the financial and service performance of QLDC.

The review may therefore need to consider:

- How the predicted changes in demographics as outlined in the 10-Year Plan may impact on the provision of services to the district;
- The role of QLDC in advancing the economic development of the district;
- Ways in which QLDC could better its involvement with holiday parks and camping grounds with the private sector;
- The likely impact of any proposed changes on local government, including finances and revenue models;
- The costs and benefits of the status quo and of any preferred option for change.
- Any other issues the Review Team consider relevant.

Statutory Requirements

There are two key statues relating to the management of public space and reserve:

Reserves Act

The reserves Act 1977 applies to all public land that has been vested or gazette under the Act. As a requirement of this Act, management plans are to be prepared for all recreation reserves to provide a framework for future management decisions relating to its maintenance, use and development.

The reserve act specifies in general terms the purpose of each class of reserve and requires that each reserve be managed in accordance with the purpose. The Act also requires that Council complete a process of public notification for the leasing of areas of reserve (covered by the Act) where it is not in accordance with the management plan.

There are a large number of areas of open space and land, referred to in the district as reserve, many of which are unlikely to hold the formal Reserve status. Council does have a responsibility, where it uses funds set aside for reserve purchase or accepts land in lieu of a reserve contribution, to retain the land for the long term enjoyment of the community. Usually this land is vested formally as reserve.

QLDC has the following operational management plans in place for areas used for camping at present:

- Albert Town 2010
- Sunshine Bay Kelvin Height 1991 (Frankton Camp)

The following campgrounds do not have reserve management plans:

- Queenstown Lakeview Holiday Park
- Arrowtown 'Born of Gold' Holiday Park
- Wanaka Lakeview Holiday Park
- Glendhu Bay Lakeside Holiday Park

- Lake Hawea Camp
- Luggate Albion Cricket Club

The absence of these plans has resulted in ad-hoc decision making which has not potentially given full consideration to the wider financial and community impacts of the campgrounds on the reserve area they are located on.

Resource Management Act

QLDC is required to prepare a district plan under the Resource Management Act 1991. The district plan is prepared and amended under a statutory process, which enables the community to make submissions on those parts of the plan that affect them. The purpose of the district plan is "to promote the sustainable management of natural and physical resources" which links into the QLDC Parks Strategy. The strategy is a vision for open space and reserve in the Queenstown lakes district that, while not binding, gives and indication of Council's intentions for the future.

DOC Otago Conservation Strategy

This strategic plan sets out the direction for the management of public lands administered by DOC in Otago for a ten year period. This plan is currently under review and public consultation will begin in March 2013.

• QLDC Parks Strategy 2002

This strategy was adopted by QLDC in 2002. The strategy identifies the existing and future needs for reserve in the district and impacts upon the Camp Ground Strategy where existing camp grounds are identified as being the preferred option for adding to the general reserve network.

The Campgrounds

Background

The QLDC owns and operates five camping grounds in Queenstown, Arrowtown and Wanaka. Council also leases land to private interests to operate camping grounds at Frankton, Lake Hawea, Lake Wanaka Outlet and Luggate.

It also administers a number of reserves and other land used for self-contained freedom camping.

The Council last reviewed the operation of the camping grounds in 2005/6. That review established a number of policies including:

- That QLDC should operate campgrounds through an in-house operation.
- That neither management leases nor ground leases should be made to operate campgrounds in the future.

- Caravan, campervan and trailers are to be removed from camp sites when they cease to be in use unless stored in the designated storage area at each site.
- All permanent caravans and structures will be removed at the end of the current QLDC lease term or where applicable, the end of the licence period for the caravan or structure concerned, whichever shall be earlier.

Since that time the Council has also implemented a number of actions in the 2006 Camping Ground Strategy:

- Acquired the assets of the Arrowtown camp, redeveloped the camp and Jack Reid Park and brought the operation of the camp back in-house.
- Acquired the assets of the Glendhu Bay camp, installed a major new water and waste water system and brought the operation of the camp back inhouse.
- Acquired the assets of the Albert Town camp from the Department of Conservation and brought the operation of the camp in-house.
- Acquired the assets of the Wanaka Lakeview camp and brought the operation of the camp back in-house.
- Developed joint booking and marketing initiatives across the council run campgrounds.
- Facilitated the removal of some of the permanent cabins and caravans at the end of the license period and amended the policy with respect to licensed cabins in Arrowtown and Frankton by providing an option for these to remain until 2013 and 2018 respectively.
- Implemented the QLDC Freedom Camping Bylaw 2012; which generally limits freedom camping on Council controlled land to self-contained vehicles only.

What are the camping options in the District?

There are a wide range of camping opportunities provided by Council, DOC and private operators¹. This can be categorised as:

Freedom Camping: Camping with self-contained facilities on public land

Basic Camping: Camping at designated sites with basic provision of pit toilets

and running water

Campervan Park: Site established for accommodating short stay campervans

only - generally with power sites and communal toilets,

showers and kitchen

Serviced Camping: Site with mixture of powered and non-powered sites, kitchen,

toilet and shower facilities

¹ See appendix for breakdown of operators per camping category.

Holiday Park: Site with mixture of powered and non-powered sites, kitchen,

toilet and shower facilities and cabin, lodge or motel style

accommodation

Freedom Camping

Freedom camping is controlled under the QLDC Freedom Camping Bylaw 2012 which generally limits freedom camping on Council controlled land to self-contained vehicles only. People camping in non- self-contained vehicles must stay in a campground or on private or DOC managed land (where permitted). During summer it is estimated that 150 – 300 vehicles are bring used for freedom camping each night within the District.

Between 26 September 2011 and 31 March 2012 the Council issued 1076 infringement notices to freedom campers with 96% of all infringements being to campers using non-self-contained vehicles. 37% of fines were issued to campers using rental vehicles with the remaining 63% being private vehicles.

There are opportunities to develop additional basic camping sites on reserve land that would provide low cost options for freedom campers. This suggestion was raised during the submissions on the Freedom Camping Control Bylaws and is included in Council's Freedom Camping Strategy.

Capacity

Generally there is a surplus of capacity for camping in the District other than over the peak period between Christmas and New Year or during major events such as Warbirds over Wanaka. During these periods Council has provided overflow camping on the Queenstown Recreation Ground (not made available for summer 2012/13 due to request from National Sevens organisers) and at other reserves adjacent to council controlled campgrounds when required.

There are a wide range of camping opportunities available across the different styles of camping.

Price

The cost of camping at a campground in the District ranges from \$15 to \$89 per night for a family of four as shown below:

Group	Basic Camping	All Campgrounds in	QLDC Managed
		district	
Two adults and two	\$15 – 17.50	\$30 - \$68	\$56-\$68
children aged 8 and 4		(Median \$56)	(Median \$60)
per night for an			
unpowered tent site			
per night			
Two adults and two	n/a	\$36 - \$89	\$56-\$68

children aged 8 and 4 per night for an		(Median \$61)	(Median \$60)
powered			
caravan/campervan			
site per night			
Accomodation for two	n/a	\$140-\$205	\$180
adults and two			
children aged 8 and 4			
per night in Studio /			
two bedroom unit			

All Tariffs shown include GST and are as shown on camp websites as at December 2012

At the higher end of the accommodation options available in campgrounds it is possible to compare the offerings to accommodation options from private hotel / motel providers. For example a check of www.wotif.com in February 2013 indicated prices for motel / hotel two bedroom accommodation in the \$170-\$190 range for a two bedroom option to cater for a family of four.

Overview of operational performance and risk

As part of the campground review Deloitte's conducted a review of cash handling, reconciliation and contract procurement matters. A summary of findings related to this review is attached to the appendices of this report. While these recommendations will be dealt with at an operational level some more general comment is relevant to this review.

It is clear from the audit and other more general discussion within council that the QLHP has over the last decade operated largely independently of council in regards to procurement, staffing and operations. As a result a number of processes have been implemented and decisions made that have not aligned with council best practice. QLDC has increased governance and oversight more recently to bring QLHP in line with council practices and processes but there is still some work to do in this area.

Queenstown Lakeview Holiday Park

Background

The camp is located close to the central business district of Queenstown and provides a mixture of accommodation, powered and unpowered options for visitors. In line with the 2006 strategy the private and council owned cabins located on both the council reserve and freehold land are to be removed by September 2015. The camp has had significant development in recent years and has used a mixture of capital expenditure and lease arrangement to enable this. The revenue collected from its accommodation options has continued to increase over the last few years and it now makes more from accommodation than camp sites.



Tenure

Recreation reserve vested in QLDC.

Area

3.5 hectares

Facilities

Two bedroom motel units (6), self contained cabins (6), tourist flats (10), studio units (16), one bedroom studios units (6), powered sites (126), caravan sites (9), tent sites (96), kitchens and ablutions. Some of these facilities have been implemented via lease arrangements rather than capital expenditure.

Management / Staffing

Managed by council (QLDC Holiday Parks). See appendices for breakdown of staff.

Reserve Management Plan

None.

Policy Actions

- Removal of private and council owned cabins being progressed in line with 2006 Strategy.
- Decision made in Dec 2012 not to use recreation ground as overflow for Camp Ground. This decision was made in light of request from National Sevens organisers who have subsequently moved tournament elsewhere. Unclear whether this policy will remain in force.

Financial Performance

	07-08	08-09	09-10	10-11	Actual 11/12	Budget 11/12
Operating Income	2,563	2,635	2,651	2,005	2,265	2,653
Operating Expenditure	1,585	1,484	1,610	1,161	1,623	1,776
Interest	468	418	352	257	318	336
Depreciation	71	67	62	54	71	71
Net Operating Surplus	439	666	627	533	252	469

Risk analysis

This campground continues to maintain a surplus but will need to continue to invest in maintenance of its assets into the future. The lease arranged for a number of the cabins will come to and end in the next few years and decisions will need to be made on continuation.

During interviews it became apparent that there was a member of the public who was providing assistance informally with camp ground security. This arrangement should be formalised if it is to continue via either a contract or employment agreement to ensure the council has adequately covered from a risk perspective.

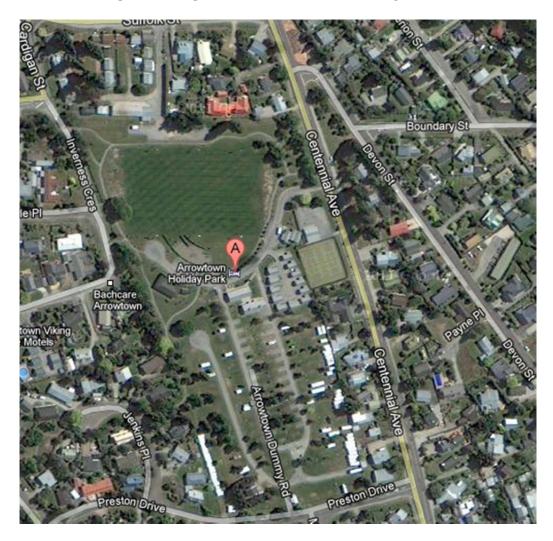
Arrowtown 'Born of Gold' Holiday Park

Background

The camp is located in the central area of Arrowtown. A portion of the land (2.267 hectares of 5.299 hectares) was acquired through the Adamson subdivision commenced in the early 1960's for recreation purposes. The majority of the site has been developed for the purpose of a campground. A rugby field has been retained for seasonal local club use in the central area of the site. This area has been used in the past for overflow during peak periods.

Significant investment was made by council in 2008 to upgrade underground assets and redevelop the campground (1.158 million). Loans were taken out to fund these capital works and are being repaid via combined holiday park revenues. Leases arrangements have also been put in place for a number of the

facilities on the campground which have varying expiry periods. The council does not have purchase options built into these lease agreements.



Tenure

Recreation reserve vested in QLDC.

Area

6 hectares – adjoins Jack Reid Park for overflow camping.

Facilities

Tourist Flats (6), ensuite rooms (6), lodge rooms (8), powered sites (132), tent sites (60), caravan storage sites (58), kitchen and ablutions, waste disposal point. Some of these facilities have been implemented via lease arrangements rather than capital expenditure.

Management / Staffing

Managed by council (QLDC Holiday Parks). See appendices for breakdown of staff.

Reserve Management Plan

Work has begun on a reserve management plan that will incorporate the camping ground land.

Policy Actions

- Removal of private cabins being progressed in line with 2006 Strategy. This is due to be completed in late 2013.

Financial Performance

	07-08	08-09	09-10	10-11	Actual 11/12	Budget 11/12
Operating Income	519	521	521	432	527	520
Operating Expenditure	558	485	464	378	540	486
Interest	277	254	206	150	186	201
Depreciation	15	15	15	27	35	35
Net Operating Surplus	-331	-233	-164	-123	-235	-203

Risk analysis

With the recent capital investment in the park there would appear to be minimal capital investment required in the park with the next 3-5 years. However the burden associated with the repayments of loans associated with this work are also likely to ensure that the park doesn't not return an operating surplus within this time period either. Like the Queenstown Lakeview camp ground it is also becoming more reliant on the leased accommodation facilities it has implemented for its future revenue.

Wanaka Lakeview Holiday Park

Background

The camp is situated close to the centre of Wanaka township, approximately 200 metres from Lake Wanaka and bordering on the A & P Show Ground, and occupies an area of 4.88 hectares.



Tenure

Recreation reserve vested in QLDC.

Area

3.2 hectares.

Facilities

Tourist flats (12), self contained cabins (4), deluxe cabins (8), cabins (8), lodge rooms (12), powered sites (193), tent sites (19), caravan storage sites (60), kitchens and ablutions. Some of these facilities have been implemented via lease arrangements rather than capital expenditure.

Management / Staffing

Managed by council (QLDC Holiday Parks). See appendices for breakdown of staff.

Reserve Management Plan

None.

Policy Actions

None at present.

Financial Performance

	07-08	08-09	09-10	10-11	Actual 11/12	Budget 11/12
Operating Income	-	-	-	493	618	639
Operating Expenditure	-	-	-	357	573	519
Interest	-	-	-	136	45	120
Depreciation	-	-	-	13	17	17
Net Operating Surplus	-	-	-	123	27	103

Risk analysis

The camping ground is in need of a significant upgrade and likely that a number of buildings would need to be demolished and replaced. There is also significant capital expenditure necessary to redevelop the underground facilities associated with the powered / unpowered sites on the campground. (estimated at 1-1.5 million) Similar to the other QLDC controlled campgrounds leased accommodation has been located onsite to assist with revenue opportunities and this accommodation now accounts for a significant portion of the revenues from the park.

Glendhu Bay Lakeside Holiday Park

Background

The Glendhu Bay campground is located on the Wanaka lake edge, 10 minutes drive from Wanaka. The camp is a traditional "kiwi" camp with occupancy peaking at the Christmas / New Years period. A separate shop is run onsite during this period to mixed success over the years.

Management of the camp moved from the lease to council in 2010 with acquisition costs of 810k. Significant capital works were undertaken in 2012 to resolve water and sewage issues (2.2 million) but there has been minimal investment in accommodation and facilities.

The park still struggles during the off-season due to the absence of suitable accommodation to attract customers over the winter period. The cabin and lodge facilities are nearing end of life and will need demolition / replacement in the next few years.



Tenure

Recreation reserve vested in QLDC.

Area

12 hectares.

Facilities

Standard cabins (9), lodge room which sleeps up to 16 people, powered sites (133), tent sites 343), caravan storage sites during winter (60), kitchens and ablutions.

Management / Staffing

Managed by council (QLDC Holiday Parks). See appendices for breakdown of staff.

Reserve Management Plan

None.

Policy Actions

None at present.

Financial Performance

	07-08	08-09	09-10	10-11	Actual 11/12	Budget 11/12
Operating Income	-	-	-	601	595	650
Operating Expenditure	-	-	-	318	340	385
Interest	-	-	-	40	68	214
Depreciation	-	-	-	12	16	16
Net Operating Surplus	-	-	-	231	171	35

Risk analysis

The camp generates the majority of its revenue during the period December to March and struggles during the winter months due to limited and obsolete accommodation available onsite. Significant capital works were undertaken in 2012 to resolve water and sewage issues (2.2 million) but there has been minimal investment in accommodation and facilities. The loans associated with this development are now being serviced by the park and this is likely to have a further downward impact on the surplus from the park. It is forecast that this park will move into deficit during the 2013/14 financial period.

The existing accommodation has well beyond end of life and there were some concerns that the lodge present a potential safety risk moving forward.

Discussions have begun between QLHP and council officers regarding potential accommodation developments but detailed financial costings and plans are yet to be developed. Additional capital investment (estimate 1-2 million) in the park and the associated requirement to service the loans will have a further downward impact on returns from the park.

Albert Town Camp

Background

Agreement was reached in 2005 with the Department of Conservation for the campground to be vested formally in council from 1 July 2006. The campground operates on a self registration basis (with exception of summer holidays) with monitoring undertaken by staff from the Wanaka Lakeview camp ground and maintenance undertaken by QLDC Parks.



Tenure

Recreation reserve vested in QLDC.

Area

49 hectares of which 13 hectares is used for camping.

Facilities

Toilets Only.

Management / Staffing

Managed by council (QLDC Holiday Parks and QLDC Parks for maintenance). Campground managed by Wanaka campground staff.

Reserve Management Plan

Yes. Albert Town Recreation Reserve Management Plan.

Policy Actions

None at present.

Financial Performance

	07-08	08-09	09-10	10-11	Actual 11/12	Budget 11/12
Operating Income	54	29	26	30	55	35
Operating Expenditure	20	8	23	31	16	31
Interest	ı	ı	-	-	ı	•
Depreciation	-	-	-	-	-	-
Net Operating Surplus	33	21	3	-1	39	4

Risk analysis

Similar to the Queenstown Lakeview campground there would appear to be an arrangement in place with a member of the public in regards to monitoring of self-registration at the camp. To ensure the council manages its risks in relation to this arrangement it should formalised by way of a contract or employment agreement. Other than this matter there does not to be any other significant risks associated with this camp that are not being adequately managed.

Lake Hawea Camp

Background

The Lake Hawea camp is based on the shores of Lake Hawea and at its peak during Christmas / New Years can attract up to 800 people. Its attraction is its semi rural facilities and heavily treed areas which provide shade and colour throughout the year. The lessee has taken over the development and maintenance of the whole Hawea Domain consisting of mature trees, maintained grass areas and lake frontages at no cost to the council.

The lessee is using the Hawea Domain adjacent to the campground for seasonal camping but it is unclear whether QLDC has looked to recover funds from the lessee from this usage.



Tenure

Recreation reserve vested in QLDC.

Area

2.8 hectares of the Hawea Domain. Plus seasonal camping in wider domain.

Facilities

10 Cabins, 7 tourist flats, 90 powered and significant unpowered sites.

Management

Leased to private operators. Lease commenced in Jan 1971 for 33 year term with a right of renewal of 33 years from Jan 2004. The Lease concludes on 1 Jan 2037.

Rental is based on 2% of the gross takings of the lessee for the financial year immediately preceding the review. Rental is able to be reviewed every 11 years.

Reserve Management Plan

None.

Policy Actions

 Unclear whether all lease issues identified in 2006 review have been dealt with to date.

Financial Performance

Not Applicable.

Risk analysis

The remaining term of the lease is significant and therefore it is likely that no immediate decisions will need to be made in relation to the camp ground. However it is clear that some certainty by way of a reserve management plan would be useful in dealing with a number of issues addressed in the 2006 report. A review of the recommendations made in 2006 by council would also be useful.

Frankton Motor Park

Background

The Frankton camp is located on the edge of lake wakatipu and occupancy of the camp peaks at Christmas / New Year with all lessee-owned facilities in use. There is also some capacity for non-powered camping and caravans along the lakefront. The 2006 reviewed recommended the lease not be renewed at its expiry in 2018 and that the council develop a kiwi camp / holiday park on the site as an in-house operation.



Tenure

Recreation reserve vested in QLDC.

Area

1.8 hectares.

Facilities

6 Cabins, 3 tourist flats, 22 powered sites. Also a number privately owned cottages, permanently built in caravans and private caravans permanently located on site.

Management

Leased to private operators. Lease commenced in September 1998 for a 10 year term with a right of renewal of 10 years from September 2008. The Lease concludes on 31 August 2018.

The privately owned cabins pay an annual rental to the lessee. The income from these cabins is retained by the lessee.

Reserve Management Plan

There is a reserve management plan for the area (Sunshine Bay - Kelvin Height) but is likely to need amendment, as it does not mention camping.

Policy Actions

- Similar to the arrangements in place for Queenstown Lakeview as detailed in the 2006 strategy all privately owned cabins, permanently built in caravans and caravans permanently located on site will need to be removed by the end of the lease in 2018.
- Current policy in line with 2006 strategy is that QLDC will close camp at end of lease and redevelop the site as a new camp which will be run as an in-house operation.

Financial Performance

Not Applicable.

Risk analysis

This camp has had very little investment made in it by the lessee's of late as there has not been the motivation to invest in plant and equipment given the imminent expiry of the lease (2018). It should be noted that all assets at the camp are owned by the lessee. While there is a requirement for the private owners of

cabins, permanent caravans to remove their buildings there is no such requirement for the lessee and they will become council responsibility.

There is also some disquiet in the community as to the presence of the camp ground with a number of residents expressing their view that the camp ground should be closed permanently and be made available as a reserve area with no camping allowed. As previously indicated there is a reserve plan for the area but this plan doesn't not make reference to camping so it is unclear the consultation approach that will need to be followed in this case.

Luggate Albion Cricket Club

Luggate Albion Cricket Club is based at the Luggate Domain fronting Queensbury Road which it maintains. The domain has been developed specifically as a cricket ground with provision made to accommodate camping away from the field of play.

The campground is not promoted in mainstream accommodation guides and the cricket club which administers the ground sees the camping opportunities as a means of extra income to of-set club costs.

A lease arrangement commenced on 1 March 1993 and concluded on 31 August 2012. This was subsequently renewed by council in 2012. A peppercorn rental is paid per annum. In return for the lease the lessee maintains the reserve as a cricket ground at no costs to QLDC. As a benefit to the cricket club informal camping is permitted on the reserve from which the cricket club makes a modest recovery.

It was recommended in 2006 that a reserve management plan be prepared in consultation with the cricket club to address future management and operation of the reserve but this has yet to occur.

Twelve Mile Delta Camp

The 2006 Strategy review made the following comments in regards to this camp:

"The Department of Conservation camp ground on the edge of Lake Wakatipu has been considered for vesting in council in the past. This site is part of an active alluvial delta and susceptible to flooding. There are no council reserves closes to the site and thus officers of council have advised that this site not be accepted for vesting in QLDC"

The Department of Conservation have more recently leased this camp ground to a private operator.

This review has therefore not considered this camp as part of the review.

Lake Outlet Camping Ground – Wanaka

The Lake Outlet Holiday Park is a privately run campground located to the north of the Wanaka township. The owners of this camp have requested and been given a lease by QLDC (23 years) for council reserve land adjacent to the campground. This reserve land is predominately used for overflow camping (non-powered) during peak periods and encompasses and area of 2 hectares.

Common issues to all Camps

Management of trees

The 2006 strategy highlighted the issues of trees on campground and made recommendations in relation to tree planting and tree management. It would appear that while some of these recommendations have been put in place there is inconsistency across the council controlled and council leased campgrounds in relation to tree management. It is unclear where responsibility starts and stops in relation to the management of the risk.

At Wanaka campground for example there are some issues with the size of a number of trees on the property. It was unclear from discussions which area of council would resolve the matter QLHP or QLDC – Community Services and it did not appear that a tree maintenance programme was documented or in use.

Caravan / campervan / trailer storage

The 2006 strategy outlined proposed changes to the way in which caravans / campervans and trailers would be stored at campgrounds. It was proposed that these rules would be incorporated into the QLDC Bylaw 1992. This has not eventuated and in fact the bylaw No. 1992 has been allowed the lapse.

QLHP continues to have a practice of ensuring that caravans / campervans / trailers left unattended on site are stored in a specific storage area and this provides a revenue source for the campgrounds during the winter months. It is unclear whether this approach is also being followed at Frankton, Lake Hawea and Luggate.

Compliance with the Health Act (Camping Ground Regulations)

Campgrounds are required to comply with the camping ground regulations of the Health Act. Each year Environmental Health Officers (EHOs) from Lakes Environmental visit each campground and inspect the facilities for compliance with the regulations. These regulations outline requirements such as no of toilets per guests and location of tents to boundaries of sites. These inspections are typically done in early December or late January each year and so do not always coincide with peak demand periods. Fire safety compliance is done in consultation with the regions fire safety officer who identifies and concerns and asks for these to be inspected. From discussions with the EHO's it would not appear that there are any concerns in relation to compliance with the regulations for council controlled or council leased campgrounds.

Analysis

Approach to treatment of Campground assets

Campgrounds are currently treated as investment property from an accounting perspective.² Council has about \$65m of investment property in total of which \$36.78m is made up of campground land & buildings. The accounting standard requires that no depreciation is charged to investment property – so the \$8.225m of campground buildings is not depreciated.

Instead there is an annual valuation with any movement booked in the year. This valuation is relatively high level and has resulted in some interesting outcomes. For example despite the \$2.2 million investment in underground works at Glendhu Bay in 2012 there was no upward movement in the valuation for this property.

Loans are taken out to cover the costs of these capital works and repayments are allocated to each campground which has reduces the overall surplus returned to the council. At present loans total \$11 million with annual principle payments of 100k plus interest costs. As at 30 June 2012 these loans were broken down as follows:

Queenstown Lakeview campground	\$5,298,578
Arrowtown 'Born of Gold' campground	\$3,185,358
Glendhu Bay campground	\$2,626,347
Wanaka Lakeview campground	\$86,320

The current repayment programme is structured in such a way to ensure that QLHP return a surplus to council each year of 300-400k but relies on campground meeting budget. Budgets were not met in 2011/12 and are not currently forecasted to in 2012/13.

As a result it is unlikely that this repayment schedule can be increased in the short term and any further capital investment (Glendhu Bay development, Wanaka service / facilities upgrade) is likely to put further pressure on repayment timeframes and result in a significant reduction in funds returned to the council.

It is also questionable whether the capital investment made will be fully repaid before the assets have reached the end of their useful life.

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² The QLDC 2011/12 annual report has the following definition of an investment property which given the reserve status nature of campgrounds seems to contradict the approach "Investment properties are help to earn rentals and/or capital gains. Property held to meet service delivery objectives or held for strategic purposed are excluded from investment properties and included with property, plant and equipment. The investment properties are measured at fair value at the reporting date. Gains or losses arising from changes in the fair value of the investment properties are included in the Statement of Financial Performance in the period they arise."

Asset Management / Replacement Programmes

From discussions with QLHP and QLDC staff it would appear that asset management plans have not been formalised for the campgrounds. Rather on an ad-hoc basis decisions are made in regards to plant and equipment across the campgrounds. Larger investments such as ground works upgrades are managed in conjunction with council teams (Community Services / Infrastructure Services) but it is does not appear that longer term master planning or asset management / replacement programme management is part of this process. In a number of areas decisions have been made to lease instead of purchase and manage equipment (i.e. Washing machines, internet workstations etc.). These decisions appear to be justifiable at first glance but again it is unclear the level of financial analysis that has been conducted to ensure this model makes economic sense over the long term.

What is clear is that council has not budgeted for future large scale investment in campgrounds and as a result asset management / replacement has not been adequately allowed for in QLHP budgets.

Revenue from private cabins / QLDC cabins

Council currently receives rental fees for the private cabins located on council land adjacent to campgrounds in Arrowtown and Queenstown. From analysis conducted as part of this review it is recommended that QLDC finance review the forecasted revenue from this activity for the future financial periods. From discussions with various parties it would appear that cabins may be removed from the area at a faster rate than originally planned and this will obviously have an impact on revenues received from cabins.

Operating models for Camping Grounds in New Zealand

Local government involvement

Councils across New Zealand have taken different approaches to the provision of camping opportunities.

These include:

- Direct operation of camp grounds
- Leasing of reserve land for camp grounds to either commercial operators or community groups/trusts.
- A combination of the above

A survey of Councils involvement in camping grounds showed of the 34 (from 78 councils) responses:

- 13 (38%) leased land for campgrounds only
- 4 (12%) directly own and operate campgrounds only
- 17 (50%) both let land and directly own and operate campgrounds

 Councils have retained full or partial ownership of the assets on 47% of campgrounds let

A number of the smaller councils (New Plymouth, South Wairarapa) have recently moved away from council controlled to lease arrangements while a number of other councils are currently reviewing camp grounds in their district in light of the recent local Government Act changes.

Interestingly other councils with a similar tourism focus (Rotorua and Taupo) have chosen to lease rather than own and operate.

Of the Councils that provided responses there are:

- 31 campgrounds owned and operated by Council's
- 75 campgrounds let to other operators
- Most of the land used for camping was held under the Reserves Act 1977 with 84% of Council managed camps on reserve land and 88% of privately operated camps on reserve land.
 - Central government involvement

The Minister of Conservation asked the Department of Conservation to "review the availability of family-friendly camping opportunities for New Zealanders, particular in coastal areas" in 2006. The Department reported that providing camping opportunities in New Zealand is a key component of the Governments three themes of economic transformation, national identity and families – young and old. The Department concluded that demand for camping has remained constant over the last decade and has the potential to increase, more than one-third on New Zealanders go camping, 57% have an interest in going camping, and there is strong demand for camping in the upper North Island reflecting the concentration of New Zealand's population.

DOC identified that increasing land values has resulted in camps being sold and converted to other uses causing a 6% reduction in camping opportunities in the last 10 years in the North Island.

Impacts of changes to Local Government Act

In March 2012 the Government announced an eight point reform programme for local government. The first four points were part of a work programme which culminated in the first piece of legislation which was passed in December 2012.

The Act provides for:

- 1. A new purpose statement
- 2. New financial prudence requirements
- 3. Changes to the way councils are governed, and
- 4. Changes to the process for reorganising local government.

The new purpose statement and the changes to the reorganisation process came into effect as soon as the Act was passed.

The purpose of local government, as defined in the Act, continues to be to "enable democratic local decision-making and action by, and on behalf of, communities". This hasn't changed.

The second part of the purpose of local government is now: "to meet the current and future needs of communities for good-quality local infrastructure, local public services and performance of regulatory functions in a way that is most cost-effective for households and businesses".

The change focuses local authorities on doing the things only they can do, and do well. It encourages them to reduce red tape and compliance costs; minimise rates; lower debt and provide high quality infrastructure in a cost-effective way.

The new Act reinforces that local government acts on behalf of its communities and works with them to decide what local services and infrastructure will be provided and at what cost.

The new purpose statement encourages local authorities to take a fresh look at what they are doing and why, and to seek guidance from their communities about what they want from their council now and into the future.

In light of these recent changes it is an appropriate time from Council to consider whether the Camp Ground Strategy of 2006 is still relevant and whether the operation of Camp Grounds by the council is in meeting with the amended purpose as set out in the Local Government Act.

Alternate use for land

Councils options for alternate use of the campground land is restricted in that the majority of the campgrounds are formally designated as reserve under the Reserves Act 1977 and it would require a change in land designation to use the land for an alternate use. In the case of the Queenstown Lakeview campground a decision was made to move the existing camp from the freehold land it occupied on to council reserve in order to make use of this land. This now provides council with an opportunity to utilise this land for other purposes but this opportunity is not available at the other campgrounds.

Reserve Management Plans

As indicated in the campground analysis earlier in this report there are a number of campgrounds located on council reserve for which there is not a current reserve management plan. From discussions with council officers it would appear that a plan for Arrowtown is in the formative stages but no significant work has begun on reserve plans for the other campground areas.

Council should be aware that the absence of a reserve management plan will have an impact on the process should council look to consider returning to the lease model. Without a reserve management plan in place council will be required to consult with the community in regards to any decision to transfer management from council to a lessee.

Given the requirement to consult it would make sense to do this in the wider context of the reserve management plans and complete these for areas where campgrounds are located. This would allow the community to be engaged in relation to the reserves in their entirety rather than for a one off council decision and ensure in future that council can make decisions regarding campgrounds having already managed the consultation process.

Is the 2006 Campground strategy still appropriate?

The 2011/12 QLDC annual report makes the following comment:

"The council ensures there are broad opportunities for affordable 'kiwi camping style' accommodation in seven different iconic parts of the district."

So what is kiwi camping style accommodation? The 2006 Strategy report defined this as:

"A Kiwi camp is a camp where the traditional values of camaraderie, fun and outdoor life-style are fostered and encouraged. Facilities will be provided to support self-sufficient approach to camping holidays, including powered and unpowered sites for tents, campervans and caravans towed to the site, showers, toilets, barbecue areas and shared kitchen facilities. Cabins without cooking facilities, but including a toilet and hand basin may be provided. The majority of the site will be undeveloped grass areas.

The report goes on to define a holiday park as:

"A Holiday Park is a kiwi camp where more sophisticated accommodation including holiday flats with more extensive facilities may be provided and the site may be more extensively developed with format hard landscape areas and controlled vehicle parking."

Recommendations were made as part of the 2006 report in regards to the future operations of the campgrounds. It was recommended that the Frankton, Arrowtown and Wanaka campgrounds be redeveloped as combination kiwi camp / holiday park facilities and run in-house by council. Glendhu Bay was to continue as a kiwi camp.

To date the Arrowtown camp has been redeveloped to holiday park standard at considerable costs but not the Wanaka or Frankton (lease till 2018) campgrounds.

It is now timely for council to consider whether it wishes to continue with the current strategy and redevelop these other campgrounds. As has been previously highlighted there will be considerable capital investment necessary to develop the Frankton and Wanaka campgrounds up to Holiday Park standards and this is likely to have further impacts on the debt repayment schedule.

What is clear from discussions with local private operators, the Holiday Park Association and other councils in New Zealand is that the expectation of visitors at the high end of Holiday Park accommodation is increasing. Private operators are looking to continually develop their service offerings to enable them to compete in the market place. If council wants to continue to offer holiday park style accommodation then they will need to follow suit. The holiday park end of the spectrum is a capital-intensive activity and as such will require council to take a long-term view of campground asset management.

At the other end of the spectrum is the kiwi camp. There would still appear to be a place for the basic campground experience. Glendhu Bay continues to be a successful basic camp as do at a more simple offering do number of other DOC run camps in the region.

Council needs to decide where it wants to be involved in relation to camping. Does it want to ensure that visitors and residents in the area can engage in a traditional camping experience (basic tent or caravan site with ablusions block and not much else (i.e. Albert Town) as no one is really providing this style of service other than DOC, does it want to be somewhere in the middle providing kiwi camp style accommodation (Glendhu Bay) or does it want to provide more sophisticated camp ground offerings (Arrowtown / Queenstown Lakeview) where demands for quality and enhancements are likely to continue to the rise into the future.

The other consideration for council to make in relation to the high-end offerings (Queenstown / Arrowtown) is that these offerings would appear to complete directly with the private sector who provide similar offerings in relation to accommodation. As indicated earlier in the report the higher end accommodation offerings at Queenstown Lakeview are comparable with pricing at local 3-4 star hotels. There does not appear currently to be an undersupply of accommodation in Queenstown so council is directly competing with the private sector for visitors. Council needs to consider whether this is acceptable and should continue.

Appendices

Appendix 1: Providers of Camping Opportunities

	Freedom Camping		Basic Camping	Campe Park	ervan		Serviced Camping		Holiday Parks
Council Controlled	In self- contained vehicles outside of town centres and residential areas	1.	Albert Town Recreation Reserve	Tark		1. 2.	Luggate Domain* Glendhu Bay Lakeside Holiday Park	1. 2. 3. 4. 5.	Arrowtown Born of Gold Holiday Park Frankton Motor Camp*** Lake Hawea Holiday Park*** Lake Outlet Holiday Park** Queenstown Lakeview Holiday Park Wanaka Lakeview Holiday Park
DOC Controlled	In specific sites	1. 2. 3. 4. 5. 6. 7. 8. 9.	12 Mile Delta* Moke Lake Macetown Skippers Sylvan Boundary Creek Cameron Flat Kidds Bush Kinloch						
Private	With landowners permission			1.	Q Box, Queens town Aspirin g Camper van Park, Wanak a			1. 2. 3. 4. 5.	Glenorchy Camping Ground Kingston Motels and Holiday Park Lake Outlet Holiday Park** Queenstown TOP 10 Holiday Park Shotover TOP 10 Holiday Park Wanaka TOP 10 Holiday Park

^{*} DOC have leased the 12 Mile Delta to a private operator

^{**} Part of the Lake Outlet Holiday Park is reserve land leased from QLDC

^{***} Leased out by council

Appendix 2: Deloitte Review of operational Performance – December 2012

QLDC CAMPGROUNDS SUMMARY OF FINDINGS AND RECOMMENDATIONS TO DATE

Purpose

This summary document sets out the findings and recommendations to date arising from the work conducted by Deloitte in reviewing certain procedures at the Queenstown, Wanaka and Glendhu Bay Campgrounds.

Results

Governance, oversight and organisational structure

Finding	Recommendation	Timeframe
The marketing manager for the Campgrounds is married to the General Manager of Campgrounds ("GMC"). The organisational structure show that the marketing manager reports to the GMC.	Change the organisation structure so that MM does not report in any way to GMC.	Immediate
Tender for cleaning contract not undertaken according to QLDC procedures	Independent review of the cleaning contract tender process.	Within three months
Various arrangements in place in respect of staff staying at campgrounds ranging from accommodation provided as part of contract, to staff renting cabins at Queenstown and paying market rates, to quasi security staff living on site for free.	Formalise all documentation in respect of staff living on site.	Within three months
Supplier arrangements for campgrounds negotiated by GMC	Review all supplier arrangements to ensure in line with QLDC policy.	Within three months
Lack of thorough review of campground financial documentation by QLDC finance staff (observed examples where cash banked did not agree to THS expected banking due to petty cash payment deductions – this was not queried by QLDC finance staff).	All cash amounts need to be reconciled from campground records to QLDC bank statements	Immediate
GMC has considerable autonomy with respect to decision making	Remove autonomy in decision making.	Immediate
Ex PA of the last two CEOs is the newly appointed manager at Wanaka	Review recruitment process to ensure in compliance with QLDC policy.	Within three months
Management vulnerability at Glendhu Bay following resignation of two assistant managers.	Monitor for potential issues if management overstretched.	On-going.

Lease agreements

Finding	Recommendation	Timeframe
Leases file untidy, making it hard to verify accuracy and	Thorough review of all leases	Within one
completeness of lease agreements.	in respect of campgrounds.	month
GMC sole signatory of lease agreements on behalf of	Review of any cost benefit	
QLDC. Signature witnessed by the marketing manager	analysis done. Review of	
(wife of GMC).	governance and oversight	
Lease agreements not signed by lease counterparty.	procedures when the leases	
Certain agreements have reporting covenants- it is	were negotiated and signed.	
unlikely that these are being met.	Background checks on lease	
	counterparties.	

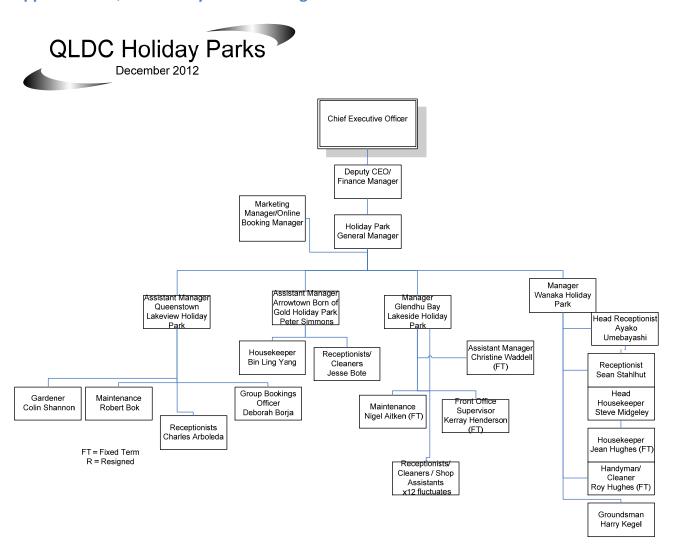
Cash procedures

Finding	Recommendation	Timeframe
Safe combinations in Queenstown and Wanaka have not	Change combination	Immediate
been changed (Glendhu Bay not checked)		
Safe at Glendhu Bay is too small	Obtain larger safe	Immediate
Till at Wanaka is broken	Repair till	Immediate
Reconciliation procedures in respect of cash taking very	All cash transactions must go	Immediate
weak (all three sites).	via till register	
	Consider limiting cash	Immediate
	transactions	
	Ensure that cash balances at	Immediate
	the end of every day are	
	reconciled to till receipts and	
	the THS system.	
Shop at Glendhu Bay has three tills and no security	Install security cameras	Immediate
cameras		
Glendhu Bay does not bank daily	Instigate daily banking	Immediate
Petty cash type payments deducted from cash receipts	Implement petty cash system	Immediate
prior to bank		

Other

Finding	Recommendation	Timeframe
Lack of documentation to support commission received for selling activities.	Draw up a standard contract that all activity providers	Within one month
	must sign.	
Staff incentives not in contracts (1% shared amongst staff for all activities sold; \$1,000 bonus for staff who stay more than one year	All incentives must be included in staff contracts.	Within one month
Long term resident staying at Queenstown	All residents should adhere to the 30 day maximum	Within three months

Appendix 3: QLDC Holiday Parks Staffing



Appendix 4: List of documents referenced

Document Name	Author
QLDC Campground Strategy – March 2006	Prophet iAM on behalf of QLDC
Review of Holiday Parks / Camprgounds – Terms of Reference	QLDC
Report to QLDC from Hearing Committee – Camping Ground Strategy	QLDC
Reports to QLDC Finance and Corporate Committee 2010-12	QLDC
QLDC Delegations register version 7.1 – December 2011	QLDC
Wanaka Camping Facilities – Isues and Options – November 2008	QLDC
Glendhu Bay Camp – Existing facility buildings and structures report – May 2009	Construction Management Services for QLDC
Albert Town Recreation Reserve Management Plan	QLDC
Understanding the value created by campervan tourists in New Zealand – October 2012	COVEC
Expenditure by Holiday Park Visitors – Peak Season 2009/10 Research Results	Holiday Parks Association of New Zealand
Proposed business plan for Arrowtown camping ground development	QLDC
QLDC Annual Reports and Long Term Plans – various	QLDC

ALBERT TOWN RECREATION RESERVE MANAGEMENT PLAN

Document Set ID: 3782880 Version: 1, Version Date: 14/01/2014

Process for preparing a reserve management plan in accordance with the Reserves Act 1977.

16 July 2009 Board approves developing plan

12 August 2009 First notice inviting suggestions for the management plan
16 June 2010 Publish notice inviting submissions to the draft plan

20 August 2010 Submissions close 2 September 2010 Hearing held

4 October 2010 Full Council adopts management plan

Document Set ID: 3782880 Version: 1, Version Date: 14/01/2014

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1. Introduction

This management plan has been prepared to enable the Council to establish the desired mix of uses for the reserves, and set in place policy to guide day-to-day management.

Determining community preferences and establishing the best means to provide for them are essential ingredients of good management planning. A management plan provides the community with certainty about the function and management of each reserve which is managed by the Council, and it provides the Council with efficiency gains in management of the reserve by not requiring public notification or ministerial consent for some routine matters.

The Albert Town reserve is classified as recreation reserve. The Reserves Act 1977 (s.17) sets out the purpose of recreation reserves as:

"For the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside"

The objectives of this plan have been based around this purpose, and the policies have been developed to ensure the above objectives are achieved.

1.1 Related Policy and Plans

The following documents are relevant to the future management of the Albert Town recreation reserve. All documents are currently available on the Council's website: www.qldc.govt.nz

Wanaka 2020 – July 2002
Council Community Plan
Parks Strategy 2002
Policy on Dogs 2006
Dog Control Bylaw 2006
Southern Light – Lighting Strategy for the Queenstown Lakes District 2006
Tree Policy 2010
Community Pricing Policy 2010
Policy of Plaques and Memorials 2010
Motor Park Bylaw 1992

2. Albert Town Recreation Reserve

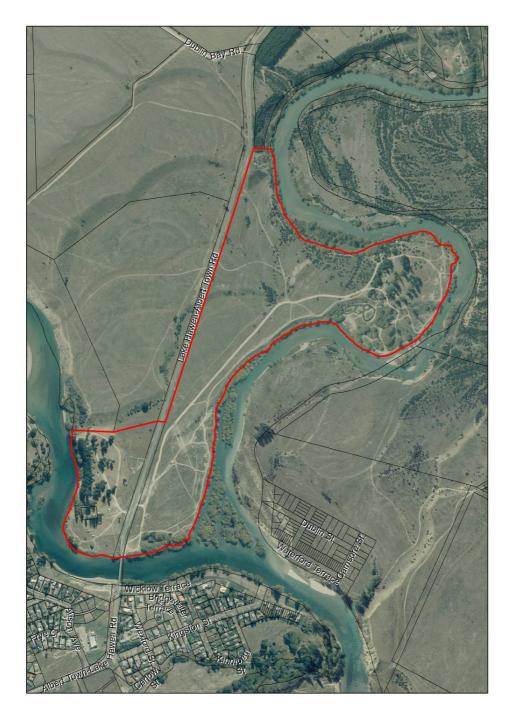


Figure 1: Aerial photo of Albert Town recreation reserve with boundary marked in red

The Albert Town recreation reserve comprises an area of 49.0937 hectares. Its boundaries are clearly defined by the Clutha/Mata-Au – Mata-au River to the West and South and the Hawea River to the East. The reserve is comprised of two lots, divided in two by the Lake Hawea – Albert Town Road (State Highway 8)

Lot 1 lies to the West of the state highway and is referred to in this plan as the "Clutha/Mata-Au side" while lot 2 lies to the East of the state highway and is referred to in this plan as the "Hawea side"

Located within Lot 1, the Clutha/Mata-Au side is the Albert Town Cemetery (Section 20 Blk V Lower Wanaka Survey District). This 2023m² reserve is a local purpose cemetery reserve administered by the Queenstown Lakes District Council. The cemetery is not included within the reserve management plan.

2.1 The Land

2.1.1 Legal Description

The Albert Town Recreation Reserve is legally described as Lot 1 and Lot 2 DP 375247.

2.1.2 Acquisition and Classification

The reserve was vested in the Queenstown Lakes District Council in trust for the purpose of a recreation reserve by the Department of Conservation on the 31st of October 2006. (The New Zealand Gazette, 9/11/2006, No. 132, p.3843)

The reserve is subject to a nohoanga entitlement between Her Majesty the Queen and Te Runanga o Ngai Tahu dated 18 may 1999.

2.1.3 District Plan Designation

The Albert Town recreation reserve is designated under the Council's Operative District Plan as recreation reserve (Designation 318).

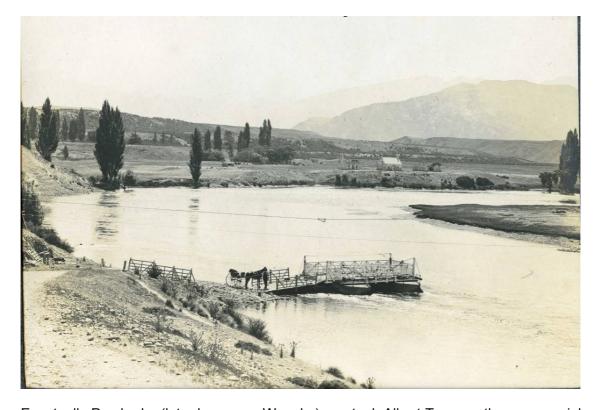
The underlying zone is Rural General.

The designation conditions are those that apply to recreation reserves within the District Plan. In addition no development shall be of a form that shall be adversely affected by natural hazards, or exacerbate natural hazards impacts beyond the site.

2.2 History (courtesy Lakes District Museum)

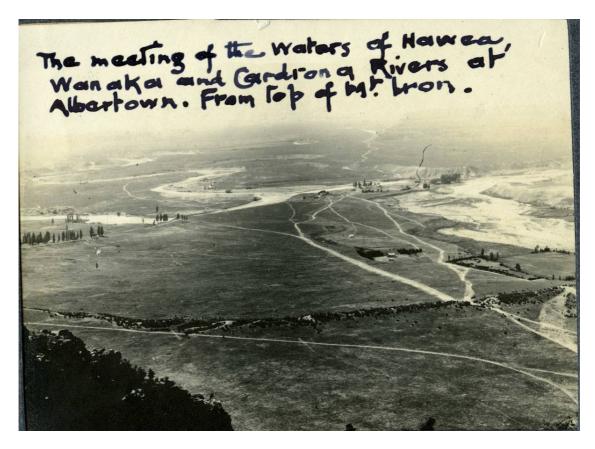
Albert Town was originally surveyed in 1863 and officially named Newcastle. The township was first called Albert Town in 1862 after publican and ferryman Henry Norman named his hotel the Albert Hotel in honour of Prince Albert, Queen Victoria's recently deceased husband. Norman also called his river crossing service the Albert Crossing. Many of the poplar and willow trees in the area were planted in the 1870s by Norman and another publican McPherson.

Albert Town was a major transportation hub in the 1860s and 70s. There were two punts crossing the Clutha/Mata-Au River. The first punt (lower punt) crossed the Clutha/Mata-Au below the confluence with the Hawea River. The second punt (upper punt) was located above the confluence at the site of today's bridge. The early punts mainly served traffic going to and from the Oamaru port, as well as miners going to the Wakatipu goldfields from the Dunstan (later known as Clyde).



Eventually Pembroke (later known as Wanaka) overtook Albert Town as the commercial centre of the region. However, Albert Town survived because of the important role it played as a major river crossing.

An upper punt was used at that Clutha/Mata-Au River crossing until a bridge was finally built and opened there on 23 May 1930. The James Horn Bridge was named in honour of James Horn Esq, Member of Parliament for the Wakatipu Electorate from 1919-1926.



Not much is known about the Albert Town Recreation Reserve. The reserve was gazetted for recreation purposes in 1981. Parts of the reserve have been used for activities such as mining, cemetery, landfill, and for camping as well as other recreational uses.

The northern part of the reserve (near the new footbridge over the Hawea River) was used as a landfill site until it was decommissioned in 1989.

A June 1926 survey plan shows the eastern part of the area, along the Hawea River, as mining reserve. This area was probably mined since the early days of the township. The plan also shows a small section in the south-west portion of the reserve surveyed as a cemetery although settlers to the area were buried there from as early as 1858. A flood in 1878 washed away many of the graves.

The cemetery was forgotten until in 1952 headstones were discovered along the river banks. These and some headstones being used in fireplaces in the camp ground were collected and incorporated into a concrete memorial block built in the centre of the cemetery in 1962.

The cemetery was resurveyed and fenced in 2007.

The reserve and camping facilities were administered by the Department of Conservation until 2006 when they were vested in the Queenstown Lakes District Council.

2.3 Features and Current Use

2.3.1 Vegetation

At the southern end of the reserve is large open areas of modified exotic grass which is bounded by the Hawea River broken occasionally by scattered Kanuka and coprosma sp. The Hawea River forming the boundary of the reserve is dominated by crack willow with small stands of poplars. Growing amongst the willows on the river banks is mainly weed species including lupins and hawthorn dotted with occasional flax, cabbage trees and toi toi.

Around the oxbow closer to the river are large areas of lupins with less densely growing willows above.

Further north are large stands of Kanuka, mixed with occasional briar rose and very tall radiata and Douglas fir pine trees. Smaller pine trees are scattered across open grass areas.

2.3.2 Topography and natural hazards

The reserve to the south and west is generally flat. Where the reserve adjoins the river there are lower river terraces adjoining the Clutha/Mata-Au River and the Hawea River.

The reserve is subject to floodwater inundation derived from the Clutha/Mata-Au River on the south-western margins and floodwater inundation derived from the Hawea River and likely backwater effects from the Clutha/Mata-Au River on the eastern margin.

The reserve is bisected by the North-West Cardrona Fault and is also possibly susceptible to liquefaction.

2.3.3 Animal Pests

Rabbits are present on the reserve in high numbers. Rats, mice, feral cats and mustelids are also likely to be present in addition to rabbits.

2.3.4 Informal Recreation

A boat ramp immediately downstream of the state highway bridge provides boating access to the Clutha/Mata-Au .

Motorbikes and four wheel drive vehicles utilise the rough ground of the Hawea side of the reserve for recreational riding and driving. This has exacerbated the development of many informal tracks and potential conflicts with other recreational users.

The Hawea side of the reserve is popular for dog walking and "dog-driving" (exercising the dog whilst the owner remains in the moving vehicle). This practice has also caused the development of informal tracks and general degradation of the reserve.

The reserve is used extensively to access the Hawea and Clutha/Mata-Au rivers for fishing, picnicking and swimming.

2.3.5 Parking

Informal parking areas are located adjacent to the boat ramp and the Hawea Bridge.

2.3.6 Services and Infrastructure

Water is supplied via a bore that is within the reserve. The existing water tank within the adjacent reserve provides for a 'back up' temporary supply should the bore fail for any reason

A main public toilet block and associated septic tank system is located at the Clutha/Mata-Au side of the reserve with several Norski sealed vault toilets.

The reserve is fenced on both sides of the State highway. The cemetery reserve is also fenced from the balance of the reserve.

An internal unsealed loop road services the main camping area on the Clutha/Mata-Au side. A second unsealed road on the Hawea side services the Hawea bridge, Hawea side camping area and the boat ramp.

2.3.7 Camping

A year round self-registration camping site is established on the Clutha/Mata-Au side of the reserve. This area includes fresh water, sewage and public toilet facilities. The camping area is currently managed with an on-site representative of the Council collecting fees. During the summer period, camping is permitted on the Hawea side of the reserve and this is managed under the same arrangement.

A booking system is implemented over the Christmas – New Year period to manage numbers within limits established by the number of toilet facilities provided.

There are approximately 10,000 bed nights per annum at the camp ground.

2.3.8 Walking and Cycling

In 2009 the Upper Clutha Tracks Trust, Department of Conservation and Queenstown Lakes District Council completed a walking and cycling track from the Albert Town recreation reserve to Lake Hawea. This included a significant suspension bridge across the Hawea River which has opened up access to the conservation land on the eastern side of the Hawea River.

The track is proving to be extremely popular and there is increasing need for parking within the recreation reserve adjacent to the bridge. The track also forms part of the Te Araroa walkway – a national walkway.

A mountain bike/walking track was developed in 2010 by the Lake Wanaka Cycling Inc in the adjacent reserve, administered by the Department on the Clutha/Mata-Au side. The main access to this new recreational facility is via the Albert Town recreation reserve.

2.3.9 Kayak Slalom Site

Central Otago Whitewater Incorporated has constructed a kayak slalom site on the Hawea River adjacent to the Hawea side campsite and below the footbridge. The site is well used in summer and the course has been used for several secondary school national championships and is the site of the annual Otago championships.

2.3.10 Nohoanga – Te Kowhai

The Crown has created and granted to Te Runanga o Ngai Tahu renewable entitlements within the Albert Town recreation reserve. Nohoanga entitlements are created and granted for the purpose of permitting members of Ngai Tahu Whanui to occupy temporarily land close to waterways on a non-commercial basis, so as to have access to waterways for lawful fishing and gathering of other natural resources.

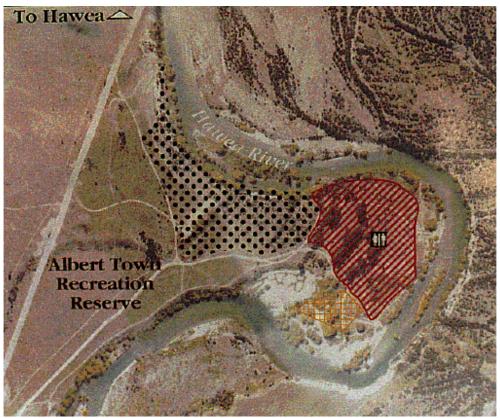
The term 'nohoanga' (meaning a place to sit) traditionally referred to areas used by tupuna of Ngāi Tahu Whānui in pursuit of food and other natural resources. The site within the reserve is known as Te Kowhai and is approximately one hectare in size. It allows Ngāi Tahu Whānui (tribal members) temporary, but exclusive rights to occupy the nohoanga.

Te Kowhai Nohoanga is located adjacent to the south-western end of camping area on the Hawea side of the reserve.

Authority to use the nohoanga is managed by Ngāi Tahu Whānui.

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The area of the Nohoanga Te Kowhai shown in orange cross hatching.

2.3.11 Jet Sprint Course

A jet sprint course was constructed some time ago near the nohoanga. This course is no longer maintained and is disused. Jet Boating New Zealand advises that there are currently no actively used tracks in the South Island.

2.3.12 Landfill

The closed Albert Town landfill is located adjacent to the Hawea River. Any disturbance of contaminated land will require consent from the ORC under the Regional Plan: Waste for Otago.

3. Management Objectives

Management objectives describe how the Council will manage each reserve, in accordance with its classification as recreation reserve.

The Council will:

Preserve in perpetuity the Albert Town recreation reserve as a recreational area for the enjoyment of residents of the Queenstown Lakes District and visitors.

Encourage and facilitate the use of the reserve for active and passive recreational pursuits.

Provide opportunities for camping in an informal setting with simple facilities.

Recognise the importance of the reserve as part of the entrance to Wanaka and Albert Town and ensure the landscape and amenity is managed and enhanced accordingly.

Provide for other public use and events, to the extent that the above objectives are not compromised.

4. Management Polices

Management polices detail how developments and decision-making on reserves will proceed in accordance with the stated objectives.

Policy 1 – Events

- 1.1 Permit the use of the reserve for sporting, cultural and recreational events (both ticketed and non-ticketed).
- 1.2 Ensure ticketed or exclusive events/functions do not occupy the reserve, or any part of the reserve, for more than six consecutive days, or a total of 40 days in any one calendar year, unless provided for by way of lease or license approved by the Council.
- 1.3 Ensure the effects of events associated activities are minimised to avoid damage to the natural values of the reserve.

Explanation

Events and temporary commercial activities may benefit the community and are, by nature, of short duration. Events can greatly improve the use and enjoyment of reserves by Wanaka's community and visitors.

By necessity, many sporting fixtures, recreation activities and other events are becoming more commercialised. Issues of ticketing, security and signage arise and need to be managed, to ensure sustainability of the events while protecting the values of the reserve.

Events and activities have the potential to significantly damage or degrade the features and qualities of the reserve. They need to be managed so they avoid causing damage or can satisfactorily mitigate or remedy any adverse effects.

Implementation

Maintain a permit and approvals system for event bookings, which ensures close liaison between key users of the reserve and camp managers.

Policy 2 - Filming

2.1 Permit the use of the reserve for commercial filming and still photography in accordance with Council's standard terms and conditions.

Explanation

Filming can create short term impacts but it also can provide economic benefits to the district and local community.

Council's standard terms and conditions mitigate the effects of filming on the public rights of access to the reserve.

Implementation

Monitor and manage any activity.

Policy 3 – Dogs

- 3.1 That dogs be managed in accordance with the Council's current policy on dogs and dog control bylaws.
- 3.2 That dogs shall be keep under control at all times within the reserve

Explanation

The Council has adopted a district wide *Policy on Dogs 2006* and also has in place the *Dog Control Bylaw 2006*. It is not considered necessary to duplicate the provisions of the Bylaw in this reserve management plan.

Implementation

Ensure dog owners are aware that dogs are prohibited from sports grounds.

Policy 4 – Planting

- 4.1 Encourage the establishment of specimen trees within and surrounding the recreation reserve to provide shelter, shade for users, colour, structure and form to the reserve and support the greening of Wanaka in general.
- 4.2 Place emphasis on native trees and shrubs that contribute to the local ecology and landscape but provide flexibility to introduce exotic species for shade and autumn colour.
- 4.3 Carefully select exotic species to prevent wilding spread and to encourage avian wildlife.

- 4.4 Over time replace the Pinus radiata trees in the camping area with more suitable species.
- 4.5 Permit the planting of parts of the reserve in native species for biodiversity, CO² mitigation and carbon trading.
- 4.6 Manage all trees, including the replacement of undesirable species, in accordance with the Council's Tree Policy 2006 and its amendments, and best arboriculture practice.
- 4.7 Where practical, species should also be grown from locally sourced seed and selected for the local ecology.

Explanation

Trees provide important structure to large public spaces. It is also important to use large reserves for such planting, as it is increasingly difficult to sustain large trees in urban centres. Species will be selected for their form, flowering habit, or autumn colour.

Views across the reserve should be maintained where reserve values are not compromised.

Persistence with planting efforts will be required to establish mature trees.

Due to the large size of the reserve and its somewhat degraded natural state, opportunities for larger scale native plantings associated with CO² mitigation should be explored. Consideration should be given to the overall landscape effects and relationship with adjoining reserve areas.

Implementation

Prepare and implement a tree plan for the reserve as resources permit.

Policy 5 – Lighting

- 5.1 Provide lighting to camp facility buildings where practical to the extent required to achieve safe night time orientation and use.
- 5.2 Ensure any lighting is installed in accordance with the Council's lighting policy, to reduce glare and light spill beyond the reserve, improve the comfort and safety of reserve users, and limit light pollution of the Wanaka night sky.

Explanation

Some lighting may be required of camp buildings however lighting should be in keeping with a basic campsite and be the minimum required to allow users to orientate themselves in darkness as it is expected that camp users will have torches and other light sources.

Lighting improvements should be made in accordance with best practice to reduce visual effects on adjoining properties, and maximise energy efficiency and user comfort.

Implementation

Prepare a capital works programme for lighting improvements to the extent that resources permit.

Policy 6 - Signs

- 6.1 Provide the minimum amount of signage necessary to ensure effective communication of reserve-related and public information, identification, directions, rules and regulations.
- 6.2 All public signs (other than regulatory signs) will be designed to the Council's standards for reserve signs.
- 6.3 Permit the erection of temporary scoreboards or large format television displays for approved events.
- 6.4 Prohibit advertising billboards and other commercial signs (as defined in the Council's Partially Operative District Plan or Sign Bylaw), unless approved by the Council in conjunction with a specific temporary event.
- 6.5 Permit the erection of Temporary Event signs for events occurring within the reserve in accordance with the Council's Signs Control Bylaws.

Explanation

Signs can help inform, direct and warn the public, but they can also be intrusive and compromise the quality of the reserve environment. Signs should be kept to a minimum and be of a consistent design. Commercial signage will only be permitted for specific temporary events, in accordance with Council bylaws.

Implementation

Review and rationalise signs on a regular basis.

Policy 7 - Utility Services

- 7.1 Permit utility services necessary for servicing the reserve, its buildings and other facilities within it.
- 7.2 Permit the placement of Council utility services where the reserve is not likely to be materially altered or permanently damaged, or the rights of the public using the reserve permanently affected.
- 7.3 All utility services shall be placed underground unless it is impractical due to exceptional circumstances.
- 7.4 Underground services shall be carefully sited with regard to existing features, including trees, waterways and paved surfaces.
- 7.5 Require easements to be registered for all non-Council utilities.

Explanation

Utilities such as power, telecommunications and reticulated gas can compromise the amenity of the reserve, and constrain future development for parks and recreation purposes.

Implementation

Process requests for utilities in accordance with these policies.

Policy 8 – Buildings

- 8.1 Erection of buildings or extension of existing structures shall only be permitted where necessary for the full and proper use of the reserve.
- 8.2 Proposals for additional structures shall consider effects on the reserve environment, potential increased demand for car parking in or adjacent to the reserve, and the impact of the additional facilities and requirements on the convenience and wellbeing of other reserve users. Proposals for new buildings other than those described in the Albert Town Recreation Reserve Management Plan shall be publicly notified in accordance with the Reserves Act 1977.
- 8.3 Public toilets, barbeques and shelters may be constructed on or near the reserve to meet the needs of reserve users.
- 8.4 Review the use and condition of buildings to ensure they meet the needs of reserve users and remain relevant to the reserve. Where buildings are no longer well utilised, an alternative compatible use consistent with the objectives of the reserve should be found, or the building removed.
- 8.5 Encourage the shared use of facilities and buildings between reserve users.
- 8.6 Permit the placement of permanent relocated buildings only where the finished building is of an acceptable standard having an "as new" appearance and it is appropriately sited.

Explanation

Open space is a key attribute of reserves. Buildings can contribute to the use and function of the reserve but, unless well designed, can also detract from the appearance and amenity.

Implementation

Consider requests for building consent in accordance with these policies.

Policy 9 - Furniture

- 9.1 Provide park furniture such as seats, rubbish bins (where appropriate), barbecues, drinking fountains and bicycle stands for the comfort and convenience of reserve users.
- 9.2 Ensure park furniture is of a consistent design and style within each reserve and is suitable for the purpose and in keeping with the character of the reserve.

Explanation

Well placed and designed furniture will contribute to the use and enjoyment of the reserves.

Implementation

Provide additional furniture as resources permit.

Policy 10 – Monuments, memorials and artworks

- 10.1 Permit the inclusion of memorial plaques on park seats, in accordance with the Council's memorial and plaques policy.
- 10.2 Publicly notify, in accordance with the Reserves Act 1977, any proposals for public artwork, monuments and memorials not permitted under 10.1.

Explanation

The donation of memorial seats contributes to public infrastructure and acknowledges people associated to the reserve.

Public art can contribute to the identification and enjoyment of reserves. There should be an opportunity for formal public scrutiny of any proposal.

Implementation

Consider requests for public artworks, monuments and memorials in accordance with these policies.

Policy 11 - Concessions

- 11.1 Prohibit the granting of concessions for commercial activities on the reserve, other than those associated with:
 - 1. access to the adjoining river and Department of Conservation administered reserves,
 - 2. approved events (refer to Policy 1), temporary filming, sporting tournaments, or sports coaching.
 - 3. the hire of recreational equipment for use within the reserve.
 - 4. guiding on the tracks and rivers within and adjoining the reserve.

Explanation

Commercial activities are not generally consistent with the values of reserves, and the impact needs to be carefully managed and confined to more appropriate spaces.

Implementation

Consider requests for concessions in accordance with these policies.

Policy 12 – Wanaka Rodeo

- 12.1 Grant a lease to the Wanaka Rodeo Incorporated for the establishment of an arena for rodeo and equestrian related activities and events.
- 12.2 Provide for development of a Rodeo arena and associated facilities as indicated on the preliminary landscape plan attached to this management plan including fences, secretary office and timekeepers box.
- 12.3 That any utility services required for the Rodeo be established with consideration to future camping facility requirements and in accordance with Policy 7 Utility Services.
- 12.4 That subject to reasonable conditions being imposed by the leasee, the facility be made available for other groups who wish to use the facility and that such approval not be unreasonably withheld.
- 12.5 That the lease be subject to the applicant obtaining all necessary regulatory consents.
- 12.6 That the lessee prepare a plan for the approval of the relevant regulatory authorities showing the compatibility of the proposed development with the existing landfill area and that the plan includes details of any actions required to avoid, remedy or mitigate the effects of the Rodeo on the closed landfill and the safety of reserve users in proximity to the closed landfill and that such actions be implemented within two years of the granting of a lease or as otherwise required by the regulatory authorities.
- 12.7 That a landscape plan be prepared based on the preliminary landscape plan showing the nature and extent of planting proposed to mitigate the visual effects of the Rodeo and that this plan be implemented within two years of the granting of a lease.

Explanation

Wanaka Rodeo wish to lease part of the Albert Town Recreation Reserve to continue the popular Wanaka Rodeo that has previously operated from privately owned farm land.

The reserve is of sufficient size that it can accommodate such an activity without unduly impacting of the recreation and amenity values of the reserve. The proposed location is relatively well screened from the highway and can be further screened with planting.

Any development of additional building or utilities to the site should consider opportunities for providing shared services to the camping area (such as a common power supply line).

The presence of the closed landfill in the vicinity of the Rodeo requires further investigation and a detailed plan needs to be prepared to show how the Rodeo development may impact or be effected by the presence of the closed landfill. Any disturbance of contaminated land will require consent from the ORC under the Regional Plan: Waste for Otago.

Implementation

Subject to the approval of this management plan, enter into a lease for a period not exceeding 33 years for the development and operation of a Rodeo.

Policy 13 – Kayak Slalom Course

13.1 Continue the operation and development of a Kayak Slalom Course on the Hawea River including the provision of associated facilities compatible with the adjoining camping area.

Explanation

The kayak course provides a well used and compatible recreation facility within the reserve. Further development of the course could be undertaken if demand arises and such development should be undertaken to a high standard of design and presentation.

Implementation

Consider proposals for the development of the course and adjacent facilities as and when proposed.

Policy 14 – Hawea Jet Sprint Course

- 14.1 Discontinue the Jet Sprint Course.
- 14.2 Permit the reconstruction of the jet sprint course into kayak training and kayak polo pond subject to satisfactory completion of feasibility and design studies and obtaining all necessary consents to operate the facility in a manner consistent with the wider reserve values.
- 14.3 Grant a lease or license to Central Otago Whitewater Inc to construct, maintain and operate a pond for kayak training and kayak events.
- 14.3 Subject to the approval of the Otago Regional Council, Ngai Tahu and Contact Energy permit the diversion of water from the Hawea River to provide a source of water for the proposed pond.

Explanation

The Jet Sprint course has not been used for many years and is not considered compatible with the quiet values of the reserve and adjacent camping areas.

Central Otago Whitewater Inc have expressed an interest in creating a safe kayak training and kayak polo venue in the vicinity of the jet sprint course. The creation of this facility will require careful design and engineering to ensure it is safe and does not present a hazard to other reserve users.

Implementation

Enable Central Otago Whitewater to advance planning and feasibility studies for the facility.

Review detailed design proposals and consents to ensure the proposed facility is consistent with the wider reserve values.

Rehabilitate the balance of the jet sprint course area consistent with the adjacent river flats as resources allow.

Policy 15 – Nohoanga

15.1 Note the presence of the Nohoanga and consult with Te Runanga o Ngai Tahu over any works within or adjacent to the Nohoanga.

Explanation

The Nohoanga is provided for in statute and any works within or adjacent to the Nohoanga may impact on the wishes of Te Runanga o Ngai Tahu with respect to their management of the site.

Implementation

Ensure effective consultation occurs with Te Runanga o Ngai Tahu concerning developments within the Albert Town Recreation Reserve.

Policy 16 – Albert Town Cemetery

16.1 Note the presence of the Albert Town Cemetery and ensure any adjacent development or activity considers the presence and preservation of the cemetery.

Explanation

The Albert Town Cemetery is now fenced and a sign has been erected to provide details of the history of the cemetery.

Implementation

Note the presence of the cemetery.

Policy 17 – Camping

- 17.1 Continue to operate a camp ground at the Albert Town Recreation Reserve.
- 17.2 Consider the consolidation of all camp facilities at the Hawea side of the reserve retaining the Clutha/Mata-Au side as a day use area only.
- 17.3 Retain the low key nature of the camp ground but provide additional facilities for the safe and hygienic use of the camp ground as demand dictates.
- 17.4 Permit the occupation of the reserve by the Council's appointed camp manager.
- 17.5 Issue camping permits to occupy the reserve for the purpose of camping up to a maximum 50 nights per calendar year per person with no single continuous occupation exceeding 28 days.

Explanation

The Albert Town camp ground is a low key camp ground that provides basic facilities for budget travelers and those who prefer a simple camping holiday. Many campers return to the site each and every year. It is important to retain the simple character of the camp ground whilst providing a level of facility provision that meets the needs of campers and ensures a safe and healthy environment.

As a recreation reserve the camp ground should only be occupied by genuine holiday makers and should not be occupied with semi-permanent residents. The period for continuous and total occupation of the reserve by campers is defined in the Queenstown Lakes District Council Motor Park Bylaw 1992.

The Clutha/Mata-Au camp site is highly visible from the State Highway and adjoining residential area. Consideration should be given to the relocation of camping to the Hawea side only prior to any significant redevelopment of the camp.

Implementation

Consider proposals for development of the camping facilities as demand and resources dictate.

Policy 18 – Fires

18.1 Enforce a total fire ban within the reserve.

Explanation

Given the use of the site for camping and the generally dry conditions that prevail in the area a total fire ban is appropriate year round.

Implementation

Declare the Albert Town Recreation Reserve a prohibited fire area.

Policy 19 – Off-Road Vehicles and Motor Bikes

19.1 Prohibit the use of off-road vehicles and motor bikes other than on the formed roads within the reserve.

Explanation

The fragile soils of the reserve are readily damaged by off road vehicle use. Such use creates informal roads and tracks which are difficult to rehabilitate, create confusion for other reserve users and generally degrade the reserve environment.

The use of such vehicles is also incompatible with the otherwise quiet values of the reserve.

Implementation

Restrict vehicle access to the formed roads by fencing and other vehicle controls as use and resources permit.

Policy 20 - Plant and Animal Pest Control

20.1 Control plant and animal pests to avoid damage and improve amenity of the reserve.

Explanation

Briar, Rosehip, Broom and other noxious weeds degrade the environment and amenity of the reserve and prevent the recreational use and restoration of the reserve.

Rats, mice, feral cats and mustelids are also likely to be present in addition to rabbits.

Implementation

Implement plant and animal pest control as resources permit.

Policy 21 - Walkways and Cycleways

- 21.1 Connect the Hawea Suspension Bridge to the Clutha/Mata-Au Road Bridge with a 2m wide shared walkway cycleway.
- 21.2 Prohibit horses from walkways and cycleways.

Explanation

The recently completed Albert Town to Hawea cycleway is proving highly popular. The connection of the track from the suspension bridge to Albert Town is poor however. Forming a new track from the suspension bridge to the road bridge via the Hawea and Clutha/Mata-Au river sides will improve the connectivity of the track network.

Horses can damage track surfaces and are incompatible with other trail users. Horses can use the formed roads within the reserve and other areas set aside for equestrian activity as defined within the rodeo lease.

Implementation

Construct a shared walkway/cycleway in association with the Upper Clutha Tracks Trust as resources permit.

Policy 22 - Roads and Parking

- 22.1 Expand and improve parking facilities at the Clutha/Mata-Au Boat ramp and the Hawea River Suspension Bridge whilst having regard for other users.
- 22.2 Allow for temporary overflow parking associated with the Wanaka Rodeo as indicated on the Wanaka Rodeo landscape plan.

Explanation

The Clutha/Mata-Au Boat ramp and the Hawea River Suspension Bridge are popular destination points. Both sites accommodate informal parking but would benefit from improved and more formalized parking facilities.

Implementation

Develop and formalise parking arrangements at the boat ramp and suspension bridge as resources permit to improve capacity and mitigate effects of parking on reserve users and the environment.

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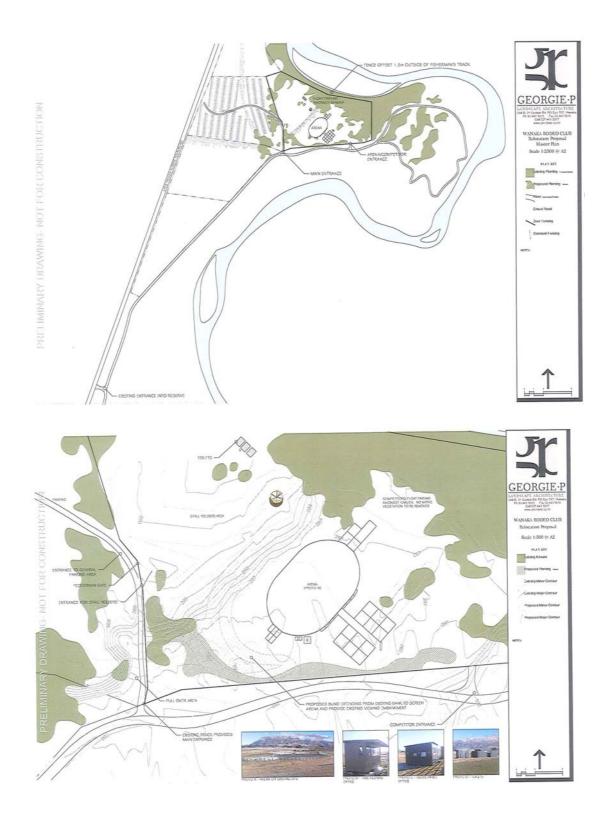
Document Set ID: 3782880 Version: 1, Version Date: 14/01/2014



Albert Town Campground Reserve

Base plan

Scale 1:2500 @ A1 September 2009





Queenstown Lakes District Council

Expression of Interest: Queenstown Lakes District Council Campgrounds

Version: 1.0

28 March 2013

Important Dates:

EOI Issued:28 March 2013

Closing date for Proposals:5:00 pm Friday 3 May 2013

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SECTION A - OVERVIEW

1.1 INTRODUCTION

PURPOSE OF EXPRESSION OF INTEREST ("EOI") Queenstown Lakes District Council ("QLDC") is currently considering the option of entering into an agreement for the leasing of the QLDC campgrounds identified in Appendix A of this document.

It is anticipated that as part of the agreement appointed party(s) would negotiate with QLDC for the purchase of campground assets (excluding land) from QLDC. The lease term and lease payment schedule would be negotiable, however, there is an expectation that the campgrounds would be maintained to an acceptable standard over the course of the lease term and that QLDC would be able to receive a return on the capital investment made to date.

This Expression of Interest ("EOI") invites organisations to register their interest in leasing all or some of the QLDC campgrounds identified in Appendix A. Preference would be given to respondents who propose to lease more than one campground.

This EOI request is issued by QLDC.

The EOI document consists of the following:

- Section A Overview: Provides background information and details of purpose of EOI.
- **Section B EOI Process:** Sets out the conditions and requirements of this EOI process, together with the evaluation process and criteria.
- Section C Information required from Respondents: Sets out the information required in the EOI response.

This EOI process is intended to ascertain and shortlist organisations capable of responding to an in-depth Request for Proposal or Request for Tender process. It is not the intention of QLDC to award a contract from this process; however, QLDC reserves the right to do so under Section 1.5 of this EOI document.

BACKGROUND

The QLDC owns and operates five camping grounds in Queenstown, Arrowtown and Wanaka. QLDC also leases land to private interests to operate camping grounds at Frankton, Lake Hawea, Lake Wanaka Outlet and Luggate. These campgrounds are situated on land designated reserve and governed by the Reserves Act 1977.

In 2005 the council adopted a Campground Strategy that advocated in-house camping services on the basis that:

- a) It would ensure camping services were offered to visitors at a fair cost;
- b) The existing services required significant upgrades;
- c) It wanted to ensure amenities were maintained to a high standard;
- d) Council campgrounds would be developed in a more orderly manner through assets management plans;
- e) Bookings could be coordinated across the District.

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Public feedback on the strategy focused on three elements:

- a) Tradition a traditional "Kiwi camp" was defined as facilities with a "self-sufficient approach" comprising powered and unpowered sites for tents and caravans; communal kitchens and ablution facilities; and the "majority of the site, will be undeveloped grass areas."
- b) Affordability; i.e. ensuring that visitors to the District had a range of affordable accommodation; and
- c) Capacity which is assumed to mean the District needs to have sufficient capacity to meet accommodation at peak times.

The nature and scale of the Queenstown Lakes District Council's role in the future operation of camp grounds was reviewed again in early 2013.

The report noted:

- The scale of council operated campgrounds in the district now exceeds anything elsewhere in New Zealand and is not consistent with the approach in comparable Districts (e.g. Taupo, Rotorua);
- With their being significant excess of capacity outside of peak summer periods, the council operated campgrounds are competing with, and effectively cannibalising income off, commercially operated parks in the District;
- It was identified that some of the of the 'higher end' holiday parks accommodation such as Queenstown Lakeview Campground, although of an excellent standard, appeared to be in direct competition with the private sector motels / hotels in the district.

As a result of the report the Council elected in late February 2013 to ensure that there were traditional Kiwi camping facilities in the District to provide affordable accommodation based on the following amended policy on provision of camping facilities:

 Council will not operate camping facilities which: (i) compete with equivalent or greater facilities being operated by the private sector; and (ii) require ratepayers to materially subsidise visitor accommodation in the District.

Council have sought a further report on the future and scale of Council's involvement in campground management in the District by 30 June, 2013. This will include recommendations to reduce the operational costs of maintaining the four main holiday parks (Queenstown, Wanaka, Arrowtown, and Glendhu Bay), and, if viable, via a commercial arrangement for private provision of camping facilities at these sites.

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SECTION B – EOI PROCESS

1.2 EXPRESSION OF INTEREST PROCESS

TIMETABLE

The anticipated timetable for this EOI process is as follows:

PHASE	EXPECTED COMPLETION DATE
EOI issued	28 March 2013
Due diligence meetings with QLDC	8 -19 April 2013
EOI questions close	25 April 2013
EOI closes	5pm, 3 May 2013
EOI evaluation	10 May 2013
Notify respondents of outcome	15 May 2013

The above dates are indicative only. QLDC reserves the right to alter this timeline, and Respondents will be advised of any changes to these dates.

POINTS OF CONTACT

This EOI is managed on behalf of QLDC by Michael West. He, or the Chief Executive, are the only authorised points of contact at QLDC for all related enquiries and correspondence.

Contact details are:

Adam Feeley

Email: <u>adam.feeley@qldc.govt.nz</u>
Phone: 03 441 0499 or 021 333 539.

Michael West

Email: michael.west@greatideasfactory.co.nz

Phone: 021 285 8933

All communications about this EOI must be channelled through the Contact People. Any questions regarding interpretation or requesting further information must be submitted by email before the question closing time published above. Where appropriate, the answers to these questions may be published to all participants (with appropriate protection of commercial confidences) via the Government Electronic Tender Service (GETS) website

EVALUATION CRITERIA

Factors that may be taken into account when evaluating EOI submissions include, but are not necessarily limited to, the following (please note that the factors listed are not in any order of priority, nor are they weighted):

- The respondent's proven track record of managing campgrounds for councils / private entities of a similar size and nature to QLDC Campgrounds;
- Organisational capacity (such as staff resources) and capability;
- · Past compliance with regulatory requirements;
- Environmental / sustainability credentials;
- Evidence of sound organisational and financial structure;
- QLDC's confidence in the respondent's ability to establish and maintain a mutually acceptable business relationship with QLDC;

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- Compliance with the terms and conditions set out in this EOI document;
- Commitment and adherence to sound quality management practices;
- Risk (overall credibility of Proposal);
- Any other criteria that QLDC deems relevant to evaluate the responses and the EOI process.

CLARIFICATION OF RESPONSES

Respondents may be asked to clarify aspects of, or revise, their EOI response, or provide additional information during the EOI process. These requests will require a response within two working days, or the time specified in the written request from QLDC. Failure to respond to such a request within the stated timeframe may result in the exclusion of the EOI response from further consideration.

DUF DILIGENCE

Organisations intending to submit a response may request a meeting with the Council's Campground Project Team as part of a due diligence process. Two hours will be allocated for each meeting.

The purpose of the meeting is to enable you to clarify any aspect of the EOI. The intended outcome is that you have an increased understanding of QLDC and the Campgrounds described in this EOI, which will in turn lead to a better and more relevant proposal.

There will not be a formal agenda. However, you may NOT use the meeting to discuss price or commercial matters.

COMMUNICATION OF OUTCOME

QLDC will endeavour to ensure that all respondents who submitted an EOI response will be notified in writing of the outcome of their responses.

SHORTLISTING AND TENDERING

As a result of this EOI process, QLDC reserves the right to shortlist and conduct a closed tender. Should the tender proceed, any tenderer shortlisted to receive a tender document will be notified that they are a preferred tenderer and a tender document will be released to them in due course.

It is the intention of QLDC to request from shortlisted respondents who are invited to proceed to the tender stage:

- Information relating to their proposed approach to leasing all or some of the QLDC campgrounds;
- Proposed approach to the transfer of campground assets (excluding land) from QLDC to the organisation;
- Approach to future asset management and replacement to ensure quality standards are maintained;
- Indicative pricing in relation to lease costs and asset transfers.

SHORTLISTING AND NEGOTIATION

As an alternative, QLDC reserves the right to proceed directly to negotiation. If this option is selected by QLDC, then:

- The preferred respondent(s) will be notified of their status and the expected timeframe for negotiations; and
- All other respondents will be notified either that:
 - o Their EOI has been unsuccessful; or
 - o They have been shortlisted but not preferred at this stage, and will be

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asked to confirm that their EOI remains open for the period of the negotiation.

Should negotiations between QLDC and the preferred respondent be unsuccessful, then QLDC reserves the right to re-evaluate the other shortlisted respondents. Contract negotiations may commence if there is a respondent selected from this re-evaluation.

QLDC is not bound to shortlist and negotiate with any respondent.

PREFERRED RESPONDENT

Should a respondent be informed that they are a preferred tenderer, such advice does not:

- Constitute an acceptance by QLDC nor create a contract; nor
- · Constitute an award of the contract; nor
- Imply or create an obligation on QLDC to enter into negotiations with or award the contract to the respondent.

QLDC reserves the right to discontinue negotiations at any time.

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1.3 **EOI RESPONSE**

OF PROPOSALS

FORMAT AND CONTENT In submitting a response to this EOI request, the respondent accepts, and agrees to comply with, the provisions of the EOI documents.

> Respondents should submit one response only, although this response may include one or more options.

> Joint responses may be submitted, provided that both respondents are jointly and severally liable, and one of the joint respondents is identified as the contact point for all communications with QLDC relating to their EOI response.

> Responses are to be signed for or on behalf of the respondents by a duly authorised officer of the respondents.

Responses cannot be withdrawn once submitted, except with the written consent of QLDC.

All responses will become the property of QLDC, and do not have to be retained, destroyed, or returned to the respondent. QLDC may use the responses as it sees fit, subject to the confidentiality clause provision within this EOI document.

Pricing information must not be included or be able to be inferred from the responses to this EOI unless specifically indicated elsewhere in this EOI document.

SUBMITTING YOUR RESPONSE

An electronic response to this EOI is requested. Responses must be titled:

"QLDC Campgrounds - Response to EOI"

and include a single unprotected PDF file of less than 10 megabytes.

Please email your full response to adam.feeley@qldc.govt.nz Receipt of submissions will be acknowledged.

Your response should be clearly marked "Commercial-In-Confidence".

Responses must be submitted in the format described in Section C of this document, and must be clear, legible and provide all information requested in this EOI document.

Responses must be received on or prior to the time at the date stipulated as the EOI closing date. Late responses may not be accepted by QLDC.

Any response received by QLDC that does not conform to all of any of the above conditions may be rejected or accepted during the EOI response evaluation process, at the sole discretion of QLDC.

CLOSING DATE

Responses to this EOI must be received electronically by Queenstown Lakes District Council no later than

5:00 pm Friday 3 May 2013

It is the responsibility of vendors to ensure that adequate time is allowed for delivery of their Responses.

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1.4 EOI CONDITIONS

ACCEPTANCE OF TERMS

By responding to this EOI or otherwise participating in the EOI process, the Respondent agrees to the terms and conditions set out in this section.

CONTACT WITH QLDC

Respondents must not:

- Contact any other person at QLDC regarding this EOI without the express authorisation of the Contact Person;
- Approach, directly or indirectly lobby, attempt to influence or provide any form of
 incentive to, any representative of QLDC concerning any aspect of this EOI
 process. Any Respondent who either directly or indirectly makes any such
 approach may be disqualified;
- Make any public statement in relation to this EOI, the EOI process, its Proposal or its participation in the EOI process, without the Contact Person's prior written consent.

Any Respondent who indirectly or directly canvasses any Councillor, officer, employee or advisor of the Council other than the authorised representative(s), concerning any aspect of this EOI process may, at QLDC's discretion, be disqualified.

CONFIDENTIALITY

All information provided as part of this EOI by QLDC to the respondents, or by a respondent to the Council will be treated as Commercial in Confidence. Respondents shall not disclose any such information without the prior written agreement of QLDC, and may only use this information for the purpose of providing a response to this EOI.

No advertisement, press release, or public statement relating to the EOI, the submission, consideration, rejection or acceptance of any Response or any Contract shall be made by any vendor without the prior approval of the Council.

Respondents are advised that the Council's policy regarding confidentiality of information supplied in proposals can be challenged under the Local Government Official Information and Meetings Act 1987. Although the Council will take all reasonable steps to preserve the confidence of material supplied through the EOI process, it cannot guarantee that information marked as "Commercial in Confidence" will be able to be protected.

RESPONSE COSTS

All costs incurred by the Respondent in connection with its proposal are the sole responsibility of the Respondent.

INFORMATION COMPLETE AND ACCURATE

By submitting a response, each interested organisation warrants that all the information provided to QLDC, in or relation to its response is complete and accurate in all material respects. Each interested organisation also warrants to QLDC that the provision of that information to QLDC, and the use of it by QLDC for the analysis of its response and for any resulting discussions, will not breach any third party intellectual property rights.

RESPONDENTS TO INFORM THEMSELVES

QLDC makes no representation and gives no warranty as to the accuracy or completeness of any information it has or will provide in connection with the EOI process. QLDC accepts no liability on account of errors in any statements made or data provided in the course of response preparation, with the EOI itself or subsequent discussions and each interested organisation must rely on its own inquiries..

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CONFLICT OF INTEREST

Respondents must disclose any real or potential conflicts of interest that they may have in any way in relation to this EOI.

NO CONTRACTUAL INTENT

There is no intention that the issue of this EOI creates any legal relations between QLDC and the individuals or organisations participating in it.

If there is any conflict or inconsistency between the terms and conditions set out in this EOI and the terms contained in an interested organisation's response, the terms and conditions set out in this EOI shall prevail.

JOINT RESPONSES

Interested organisations may submit joint responses provided that the requirements of this EOI are met. QLDC has a preference for simple and clear relationships with organisations and make take into account any risk or complexity inherent in joint responses (if any).

NOTICE GENERALLY

QLDC will satisfy its obligation under the EOI to provide notice or other information to all interested organisations by publishing that notice or information on the GETS website, or if applicable, by communicating directly to all interested organisations participating in the EOI process at the time the notice is given.

EXCLUSION OF LIABILITY

To the extent permitted by law, the Council (including, without limit, mayor and councillors and QLDC) and QLDC'

OWNERSHIP OF RESPONSE DOCUMENTS

The responses submitted to QLDC in response to this EOI shall be retained by QLDC.

Intellectual property in an interested organisation's response to the EOI will not pass to QLDC. However, by submitting a response, each interested organisation licenses QLDC to use, copy, adapt, modify and reproduce its response for the purpose of analysing its response and any resulting discussions.

RIGHTS RESERVED BY QLDC

QLDC reserves the right, in its absolute and sole discretion, to:

- a) Reject all or any EOI responses;
- b) Re-advertise for EOI responses;
- c) Waive any irregularities or informalities in the EOI process;
- d) Amend any dates referred to or implied in this EOI, by the issue of a written notice;
- e) Amend this EOI and any associated documents by the issue of a written notice;
- f) Seek clarification of any aspect or information provided in a response and to seek further information from any party;
- g) Suspend or cancel (in whole or in part) this EOI process and/or the overall procurement process;
- h) Consider or reject any alternative EOI response;
- i) Deal separately with any element of any response, unless the relevant response specifically states that those elements must be taken collectively;
- j) Enter into discussions and/or negotiations with one or more vendors at any time and

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upon any terms and conditions before or after acceptance of an EOI response;

- k) Call for a best and final offer from vendors submitting a proposal;
- I) Conduct a financial check on any vendor submitting a response;
- m) Obtain similar goods/services from any third party and not deal exclusively with any respondent under this EOI process;
- n) Meet with any vendor before and/or after the EOI closes;
- o) Limit or extend the list of potential vendors beyond those who respond to this EOI;
- p) Liaise, negotiate or contract with any vendor or other person at any time without disclosing this to, or involving or doing the same with, any other vendor or person (whether before, during or after this proposal process);
- q) Consider, accept or reject any response received after the EOI closing date;
- r) Decline or not decline any proposal where the proposal does not, or the respondent has not, complied with the terms of the EOI.

GOVERNING LAW

This EOI is governed by New Zealand law and each interested organisation submits to the exclusive jurisdiction of the New Zealand courts as to all matters relating to this EOI.

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SECTION C – INFORMATION REQUIRED FROM TENDERERS

You are required to answer each question in this section. You must use this numbering system in your response and respond on the same sequence.

Pricing information should not be included or be able to be inferred from the responses to this section.

1.5 GENERAL

- a) Please provide an executive summary of your EOI outlining key advantages of your EOI to QLDC and how you meet QLDC's requirements.
- b) Provide an organisation profile that includes:
 - Name and address of company or organisation, as well as contact details of the respondent and nominated contact person(s);
 - An outline of company ownership, including details of directors and controlling shareholders; and
 - Financial statements covering the previous three financial years and the past two years' annual reports to shareholders (if applicable).

1.6 RELEVANT EXPERIENCE

Please provide examples of your relevant experience and expertise in the operation of campgrounds for council / private organisations of a similar size and nature to the QLDC Campgrounds. This should detail:

- Management / Ground Lease contractual arrangements in place;
- Compliance history in relation to central and local government laws and regulations;
- Approach to capital asset management and replacement programmes;
- Any relevant accreditations.

1.7 TRACK RECORD

- a) Provide the names /details of at least two referees who are able, and are authorised by you, to comment effectively on your ability to operate Campgrounds of a similar size and nature to the QLDC Campgrounds.
- b) Provide a schedule outlining your current list of Campground Operations.

1.8 PEOPLE AND EXPERIENCE

Provide identification, location and profile, including relevant experience and knowledge, of staff who would members of the team leasing / operating the QLDC Campgrounds.

1.9 ENVIRONMENTAL

Please detail and include certification of environmental credentials of your organisation.

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1.10 CAMPGROUNDS OF INTEREST

Please identify the QLDC campgrounds that your organisation would be interested in leasing from QLDC.

1.11 ASSUMPTIONS

Please detail the assumptions that you have made in responding to this EOI

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FORM OF EXPRESSION OF INTEREST

[This form is to be placed on your letterhead,	, signed by an authorised of	officer of the proposer's com	pany and accompany
your proposal. A digital signature is acceptab	ole.]		

To:

The Chief Executive

Queenstown Lakes District Council

Re: Expression of Interest: Queenstown Lakes District Council Campgrounds

Primary Contact Person: (Name & Title) Contact details: Phone: Mobile: Fax: Email: Postal:	Name of Responding Organisation:			
Phone: Mobile: Fax: Email:	Primary Contact Person:	(Name & Title)		
Fax: Email:	Contact details:			
Fax:	Phone:		Mobile:	
	Fax:		Email:	
Postal:	Fax:			
. 5313.1	Postal:			
Address for service:	Address for service:			

On behalf of the parties submitting this Proposal, we confirm that we have fully understood the requirements set out in the EOI documents, and that none of the information submitted by us breaches any third party intellectual property rights.

Dated:

Signed by:

for and on behalf of the submitting party (ies)

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APPENDIX ONE: THE CAMPGROUNDS

1.12 QUEENSTOWN LAKEVIEW HOLIDAY PARK

Background

The camp is located close to the central business district of Queenstown and provides a mixture of accommodation, powered and unpowered options for visitors. In line with the 2006 council campground strategy the private and council owned cabins located on both the council reserve and freehold land in the area have been progressively removed with all cabins to be removed by September 2015. The camp has had significant development in recent years and has used a mixture of capital investment and lease arrangement to enable this. The revenue collected from its accommodation options has continued to increase over the last few years and this now generates over half total revenue.



Land Status

Recreation reserve vested in QLDC.

Area

3.5 hectares

Facilities

Two bedroom motel units (6), self contained cabins (6), tourist flats (10), studio units (16), one bedroom studios units (6), powered sites (126), caravan sites (9), tent sites (96), kitchens and ablutions. Some of these facilities have been implemented via lease arrangements rather than capital investment.

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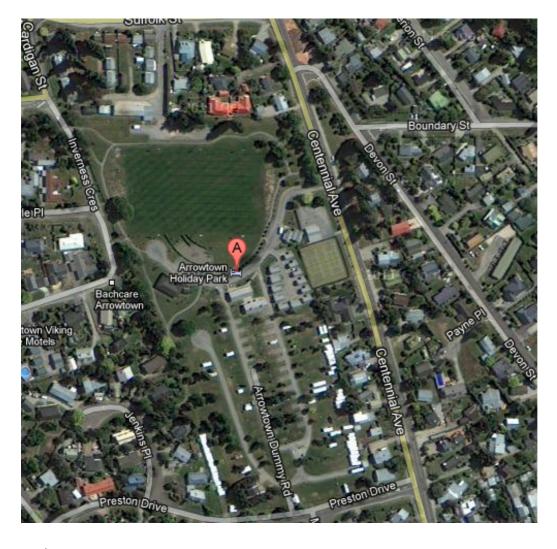
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1.13 ARROWTOWN 'BORN OF GOLD' HOLIDAY PARK

Background

The camp is located in the central area of Arrowtown. A portion of the land (2.267 hectares of 5.299 hectares) was acquired through the Adamson sub-division commenced in the early 1960's for recreation purposes. The majority of the site has been developed for the purpose of a campground. A rugby field has been retained for seasonal local club use in the central area of the site. This area has been used in the past for overflow during peak periods. Significant capital investment was made by council in 2008 to upgrade underground assets and redevelop the campground. Lease arrangements have also been put in place for a number of the facilities at the campground which have varying expiry periods.



Land Status

Recreation reserve vested in QLDC.

Area

6 hectares - adjoins Jack Reid Park for overflow camping.

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Facilities

Tourist Flats (6), ensuite rooms (6), lodge rooms (8), powered sites (132), tent sites (60), caravan storage sites (58), kitchen and ablutions, waste disposal point. Some of these facilities have been implemented via lease arrangements rather than capital investment.

1.14 WANAKA LAKEVIEW HOLIDAY PARK

Background

The camp is situated close to the centre of Wanaka township, approximately 200 metres from Lake Wanaka and bordering on the A & P Show Grounds, and occupies an area of 4.88 hectares.



Land Status

Recreation reserve vested in QLDC.

Area

3.2 hectares.

Facilities

Tourist flats (12), self contained cabins (4), deluxe cabins (8), cabins (8), lodge rooms (12), powered sites (193), tent sites (19), caravan storage sites (60), kitchens and ablutions. Some of these facilities have been implemented via lease arrangements rather than capital investment.

1.15 GLENDHU BAY LAKESIDE HOLIDAY PARK

Background

The Glendhu Bay campground is located on the Wanaka lake edge, 10 minutes drive from Wanaka. The camp is a traditional "kiwi" camp with occupancy peaking at the Christmas / New Years period. A separate shop is run onsite during this period.

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Management of the camp moved from a lease arrangement to council in 2010. Significant capital works were undertaken in 2012 to resolve water and sewage issues.



Land Status

Recreation reserve vested in QLDC.

Area

12 hectares.

Facilities

Standard cabins (9), lodge room which sleeps up to 16 people, powered sites (133), tent sites 343), caravan storage sites during winter (60), kitchens and ablutions.

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QUEENSTOWN LAKES DISTRICT COUNCIL 19 JUNE 2014



Agenda for a hearing of submissions on Holiday Park Outsourcing Options to be held in the Meeting Room, Wanaka Service Centre, Ardmore Street, Wanaka on Thursday 19 June 2014 commencing at 10.00am.

Item Page Report Title
Number

Election of Chairperson

Apologies

Declarations of Conflict of Interest

Confirmation of Agenda

1 Page 2 Officer report and attachments:

- A. Submissions
- B. Late Submission
- C. Submission Points
- D. Submission Statistics
- E. Reserves Act Provisions
- F. Local Government Act Provisions
- G. Council Policy on Significance
- H. Public notice (ODT)
- I. Consultation Letter (Te Ao Marama)
- J. Proposal Summary

Document Set ID: 3088552 Version: 1, Version Date: 22/07/2014 This information is provided by Queenstown Lakes District Council

Document Set ID: 3088552 Version: 1, Version Date: 22/07/2014



Hearing: Submissions on Holiday Park Outsourcing Options 19 June 2014

Report for Agenda Item: 1

Department:

Transition

Intention to Grant Long-term Lease over Holiday Park Recreation Reserves

Purpose

1 To hear submissions received on the proposed Intention to Grant Long-term Lease over Holiday Park Recreation Reserves

Recommendation

That the hearings panel:

- 1) Consider the submissions to the proposed intention to grant a long-term lease over holiday park recreation reserves together with advice from officers;
- 2) Determine whether or not a long-term lease is to be granted;
- 3) Instruct the Chief Executive to (depending on its determination under (2) above);
 - i. report to Council the decision not to grant a long-term lease, and advise Council on outsourcing and management of the holiday parks; or
 - ii. negotiate the terms and conditions of a long-term lease, and direct the Chief executive to recommend to Council proposed terms and conditions for the granting of a long term lease.

Prepared by:

Paul Speedy Transition Manager

16/06/2014

Authorised by:

Adam Feeley Chief Executive 16/05/2014

Background

- 2 On 17 April 2014 Queenstown Lakes District Council resolved to proceed with negotiations on a long-term lease and in accordance with sections 54 (1), 119 and 120 of the Reserves Act 1977, first publicly notify and consult on the proposal to grant a long-term lease.
- Public consultation on the proposed intention to grant a long-term lease over holiday park recreation reserves opened on 1 May 2014, and closed on 3 June 2014 (a four week period). Council appointed a hearings panel to hear public submissions and determine whether or not a long-term lease is to be granted.

Submissions

- 4 Ten public submissions (attachment A) have been received within the notified submission period. One other late submission (attachment B) was received on 9 June 2014. The hearings panel are to decide if the late submission is to be received.
- 5 The submitters who wish to be heard in support of their submission are:
 - Lesley M Anderson (Wanaka)
 - Loris King (Wanaka)
 - Patrick Perkins (on behalf of Jacksons Fruit Ltd)
- 6 The hearings panel are to give full consideration to every submission received and determine the extent to which each submission will be accepted or disallowed.

Comment

7 The table in attachment C sets out the points raised by submitters and officer comments on each point of submission. Attachment D provides a summary of the submission statistics.

Reserves Act 1977 Requirements

- 8 The lease agreement is required to meet certain requirements for recreation reserves. It has been considered that a decision to grant a long-term lease to a private operator provides for these principles where by the reserves intended use (camping grounds) will remain unchanged.
- 9 The lease terms and conditions which are yet to be determined will be subject to schedule 1 of the Reserves Act. General terms and conditions of the proposed lease have been made publicly available throughout the notification period (attachment J).
- 10 The lessee will have the right to restrict access to the lease area however only as is necessary for the protection and general well-being of the reserve and for the protection and control of the public using it.

Council Policies

11 The 17 April Council report established that the proposal did not meet any determining factors or exceed any thresholds under the Council's policy on significance (attachment G). The panel will need to reconsider the issue of whether the decision concerns a significant activity or strategic asset having heard all of the submissions.

Consultation

- 12 The consultation that has been carried out is consistent with relevant provisions within the Reserves Act and Local Government Act considering the determination regarding significance. This includes public notification in both local and regional newspapers (attachment H)
- 13 Consultation has been undertaken in accordance with established protocols between the Council and local lwi representation Kai Tahu Ki Otago and Te Ao Marama (attachment I).

Attachments

- A Submissions
- **B** Late Submission
- C Submission Points
- **D** Submission Statistics
- E Reserves Act Provisions
- F Local Government Act Provisions
- G Council Policy on Significance
- H Public notice (ODT)
- I Consultation Letter (Te Ao Marama)
- J Proposal Summary

D & M Lind

Supports proposal

Submission: As new rate payers to the district, we support any proposal that gets a better return for the residents and rate payers of the district.

Nigel Sadlier

Supports proposal

Submission: I support the proposal to grant long-term lease to a private operator for the management of various campgrounds. However, effective long-term management of the campgrounds would require the ability to control/restrict non-guest access to the campgrounds and associated facilities. I request that Council give careful consideration to the reserve status of the land in relation to the safety and security of paying campground guests in order to ensure effective long-term management of the campgrounds.

Diana Cocks

Supports proposal

Submission: Unless in exceptional circumstances, I believe the Queenstown Lakes District Council, should not be involved in commercial operations in direct competition with similar operators who pay commercial rates to the QLDC. The Council's decision last year to step back from owning and operating Holiday Parks in the district is commended but, with the current short-term lease arrangement, doesn't go far enough to encourage the Parks' leassee, CCR, to develop these Parks to their full potential. The Parks, particularly in Queenstown and Wanaka, are located in prize positions but have been allowed to languish. In my opinion, insufficient, or inappropriate, funds have been spent on these businesses by the QLDC and opportunities to upgrade and improve facilities have been squandered. With the increasing dependence of this district's economy on the tourism dollar, this Council owned real estate is too valuable to be left in "a holding pattern" - which is the best a short-term lease inspires. In less than a year, the new management of CCR has proven its capable of revitalising these Parks. I have learned of some of the new managers' plans for these Parks; plans to not only modernise and beautify the Parks, but also to make them more sustainable operations. But the motivation to invest in these plans, thereby developing the full potential of these parks, can only be fully realised with a long-term lease of at least 25 years. Such a length of time will provide some surety to CCR that their substantial and ongoing investment in the Parks will be worthwhile. Therefore, I concur with the Council's objective to grant a long-term lease to the CCR to improve the Parks' return to the ratepayers and reduce potential future liabilities. A long-term lease, of at least

Document Set ID: 3088552 Version: 1, Version Date: 22/07/2014 25 years, should provide certainty for the operator and give them an incentive to make capital improvements to the properties. I also support the proposal that Council sell the business component (including equipment and chattels) of the holiday parks to the operator.

Florence Micoud

Supports proposal

Submission: I think a long term lease is the best way for a private operator to invest in the campgrounds. I particularly trust that the current management team (CCR) will enable a sustainable development of these valuable public lands, financially, environmentally, socially and ethically.

Sue Coutts

Supports proposal

Submission: Support the proposal Gives the operator certainty they need to be able to invest in facilities and maintenance Current operators in Wanaka area are doing a great job want to see them have an opportunity to build on the work they have put int so far. Need to create a stable base so their business skills can generate good outcomes for everyone - holiday makers, ratepayers and the operators.

Lesley M Anderson

Opposes proposal

Submission: The Wanaka Lakefront Reserves Management Plan 2.3.4 states that Council reserves are to be operated in house as opposed to leases arrangements. I do not believe that a long term lease is beneficial to ratepayers and would only be beneficial to the Holiday park operator. I feel that this particularly is true where the reserve is adjacent to any waterways or Lake Wanaka itself. On the maps the Holiday Parks are shown as extending to the lake edge. What of the Queens Chain and the rights of ratepayers to be allowed to access the lakeshore... through a campground which extends to the lake. I refer particularly to Albert town and Glendhu Bay. Although there is a small area for day visitors at Glendhu Bay the nicest part of the bay is taken over by the campground. And are day visitors allowed there, I have heard otherwise.

Coleen and Stuart Landsborough

Supports proposal

Submission: We support the idea of a long term lease/s, but how long is long term and only if the council can protect the standards of facilities of the camps under a long term lease. We understand that it would take the council a lot of time and money to manage these campgrounds and it makes good sense to grant a long term lease, so long as that long term lease/s gives the council a reasonable return on their assets and the terms of the lease can be renewed/adjusted from time to time. It must also include standards that must be met by the lessee to ensure the camps are well looked after and if standards are not met, the lease/s can be cancelled. We believe the camp grounds are very good assets for the area providing alternative accommodation for visitors and those travelling in campervans and caravans. These camp grounds should not operate as anything else but campgrounds and should be kept as "Kiwi Park" and/or "Holiday Park" standard to keep them as affordable as possible, especially for New Zealanders on holiday.

Graham Dickson

Opposes proposal

Submission: Submission on Leasing of Reserves for Holiday Parks Reserves Act: The Reserves Act sets out the purpose of recreation reserves as: "for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside." However, the Council's Long Term Lease summary says the council's purpose in leasing these recreation reserves is: "The objective of Council granting a long-term lease to a private operator is to improve the return to the ratepayers and reduce potential future liabilities." This is contrary to the purpose of the reserves act. The purpose of recreation reserves is to provide recreational opportunities, not income to the council. Leasing for a camp ground may be a good way of providing recreational opportunities but that should be the purpose of the lease, not improving returns to the council. The lease proposals should be judged on how well they provide for recreational opportunities, not on the financial returns to the council. My other main concerns with the proposal are to do with public access to reserves. Glendhu Bay This reserve occupies most of Glendhu Bay with its good beach and back up land. It is intensively used for camping for a few weeks of the year and can appropriately be used exclusively for a camp ground for this period. However, for some 10 months of the year this very large reserve has only a handful of users and a lot of stored caravans and if leased the public would have no rights of access to the underutilised beach and reserves. This does not seem a good use of a prime recreation reserve. I consider that any lease could give exclusive use of the reserves as a camp ground for the busy summer months but for the remainder of the year the public should have the right to enter and use the reserve during the day for picnics, swimming, fishing etc. This would improve the public benefit from this recreation reserves in accordance with the intentions of the Act. Albert Town Reserve This reserve provides

one of the best public access points to the Clutha River. It is used by the public for access for boating, swimming and fishing as well as picnics. As well as this it is the access point for the Deans Bank cycle track and associated walkway along the Clutha. These uses are important to the community and should not be compromised in any way by proposals to lease the area for a motor camp, and should have priority over motor camp use. This recreation reserve should be kept as as an open public reserve, freely available to the public, with the camping co-existing with these activities as it does at present. The lease should only give rights to manage the camping, not give exclusive use for camping and should set out which areas could be available for camping.

Russell Ibbotson

Supports proposal

Submission: Attached as - HP submission letter 01

Loris King

Supports proposal

Submission: Attached as - HP submission letter 02

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PO BOX 120, ALEXANDRA 9340 email · rwibbotson@gmail.com

19 May 2014

Queenstown Lakes District Council 10 Gorge Road Private Bag 50072 **QUEENSTOWN**

RE. SUBMISSION RE. CAMPING GROUND

On behalf of Jacksons Fruit Ltd., I wish to make the following submission in respect of the Council's intention to consider entering into a long term lease for the Council's five Camping Grounds in the Queenstown, Arrowtown and Wanaka areas.

Jacksons Fruit Ltd., as an effected party, being the owner of the freehold of an existing Wanaka Camping Ground, would be prepared to give conditional support to the proposal but subject to strict provisions and a very tight lease. This is considered necessary to ensure that the interests of ratepayers and the Council were fully protected.

In relation to this situation, it is considered extremely important to ensure that there is maximum safeguards put in place to cover all contingencies to ensure that both the Council and ratepayers are not disadvantaged, as could well apply with a long term lease.

It is the understanding of Jacksons Fruit Ltd that the current lease has been of relatively short duration and this does give rise to a situation as to whether it is appropriate to enter into a long term lease, at this point in time. Alternatively whether perhaps there should be a longer initial period of establishment to ensure that Council is fully satisfied in all respects with the proposed lessee.

In any long term lease if the maximum safeguards are not put in place with a very tight lease document, the position could certainly work against the best interests of ratepayers. It would, also, be very difficult to change the agreement if the contractual obligations of the lease are not being adequately met by the tenant. For this very reason it is suggested that any long term lease needs to effectively be a net lease in all respects with maximum safeguards applying to ensure that Council and ratepayers are not disadvantaged in any way.

Another point that Council should perhaps consider is whether it is appropriate and in the best interests of ratepayers to have the five Council Camping Grounds under the control of one operator especially with a long term lease situation. This is as opposed to perhaps having the lease split between several different operators.

- 2 -

The important aspect to consider is that any long term lease is agreed to on a full commercial type basis. This would ensure that fair market rental should apply both in respect of the land and also in relation to the considerable value attaching to existing ratepayer improvements that would form part of any long term lease. Likewise full regard should be had to the question of goodwill and what is a fair market goodwill to attach to a long term lease to ensure that there is equality with other commercial lessees of similar facilities.

Finally, it would be an important consideration of any long term lease that Council does not end up in a situation where it loses control of the facility and is locked into something which has been contrary to the intention of the lease, e.g. income being suppressed to negate rental reviews which should be on a regular basis.

In summary, a long term lease can have both advantages and disadvantages and as such it is important that careful consideration must be given to the final lease format to ensure that full transparency applies and that ratepayers cannot be unfairly disadvantaged in the future. It is assumed that there would be a standard arbitration clause that would help to cover this situation.

Jacksons Fruit Ltd would not wish to be heard at the hearing but would rely on the above matters to be given full consideration by Council.

Thank you for the opportunity of being able to present a submission in relation to this matter.

Yours faithfully

RW IBBOTSON
Director - Jacksons Fruit Ltd

QLDC Wanaka Service Centre Received

1 3 MAY 2014

QLDC Holiday Parks Long Term Lease Proposal

Submission

I fully support the long term lease proposals for the QLDC Holiday Parks.

I have been a long time advocate of this for the Holiday Parks in Wanaka and am delighted it has got to this stage.

The Wanaka Lakeview Holiday Park and the Glendhu Bay Lakeside Holiday Park have both played significant roles in putting Wanaka on the map so to speak, and in hundreds of instances have been responsible for many residents coming to live here permanently.

The thousands who have enjoyed summer holidays in our camps over the years have contributed significantly to the economy of the area. Busy camps with happy campers are a wonderful sight and make for a vibrant town, plus the spinoff of "word of mouth" advertising is free.

I believe the leases should be 15 years or more.

(I was disappointed that the address of the Wanaka Lakeside Holiday Park was listed in the 'Holiday Parks Long – Term Lease Summary' as McDougall Street when in fact it is <u>Brownston</u> Street Wanaka.)

I wish to be heard in support of my submission.

Louis & Knig

Loris King

120 Brownston Street

Wanaka

Ph 03 443 8565 kingsview@kinect.co.nz

12/5/14

Late Submission Holiday Park Outsourcing

Received by email: 9 June 2014 From: Glenn Tattersall

Hello Paul

As discussed the following are some of my thoughts regarding council's options for the camping ground assets. Before I continue I would just like to make it clear that I own and operate existing camping grounds in the Wanaka and Queenstown region and have expressed a desire to purchase the existing camping grounds from Council in the past, and would like to make a bid in the future.

That said, I believe I am in a unique position to offer some valuable insights and balanced thoughts to the discussion as I am also a ratepayer, I have an intimate knowledge of both the businesses, and the industry as a whole and a commercial interest in acquiring the assets i.e. I understand the strengths of the properties that Council wishes to sell and have a very good idea of what their value.

Question 1:

Should Council provide a subsidised camping ground opportunity?

Firstly I would like to address the issue of camping grounds being supported by Council.

If Council did not provide the land for camping, and there was a market demand for it, private enterprise would provide it.

Would this be in the middle of Queenstown or Wanaka? The answer is no, as they would simply be uneconomic and unviable because of the cost of land. So, why should ratepayers subsidise the cost of land to give a private operator a competitive advantage over other existing private operators or possible investors.

In summary

- 1) In continuing to provide land for camping in the centre of Arrowtown, Wanaka and Queenstown the Council will be accepting that they are providing a significant subsidy and location advantage at ratepayer's expense to the operator.
- 2) Private enterprise cannot compete with the location and will not invest. That is the reason from a commercial perspective that private enterprise would like to purchase the assets from Council as they know it will give them a long-term enduring competitive advantage over existing operators and will more than likely prohibit anyone else entering the market.
- 3) As the vendor, Council could and should expect a large premium on the price for this advantage, they are not just an average camping ground and unique in their own right.

Question 2:

If Council does not provide/keep the existing camping grounds, will this damage or limit the opportunity for camping now and in the future?

My answer to this is no.

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Document Set ID: 3088552 Version: 1, Version Date: 22/07/2014 To be clear, there is no shortage of accommodation options or campsites in the QLDC region even if you removed all Council camps excluding the Christmas New Year break i.e. five days every year. There is spare capacity available all year round.

Like all industries it will go through cycles and when demand is high, and supply is low private enterprise will see an opportunity and provide more capacity. When demand is low, and capacity is high the resources will be directed elsewhere. Currently there are private operators in Queenstown and Wanaka which provide exactly the same service that the Council camping grounds offer, all of whom have spare capacity. If Council were to stop subsidising centrally located camping grounds the existing private operations would be more profitable and invest in their businesses if necessary to cater for any supply shortage.

Question 3:

Could the land provided by Council for the Lakeview Holiday parks in Wanaka and Queenstown, and the Born of Gold Holiday Park in Arrow town be better utilised for the community and ratepayers?

My answer to this is yes.

Firstly I would start by defining what a camping ground is and what a holiday park is.

My definition of a camping ground:

Is a property that provides sites both powered and un powered for tents and campervans to stay for one or more nights in a safe warm and friendly environment. Facilities will include reception and manager's residence hot showers and toilets a communal cooking and eating area and ideally barbecuing facilities. The sites would be as spacious and natural as possible.

My definition of a holiday park:

A holiday Park is a property that provides powered camp sites for campervans and tents for one or more nights reasonably close together in a more sterile urban environment. Also other accommodation options will be provided including self-contained units, backpacker style bunkrooms, motel accommodation, extensive playgrounds possibly including swimming pools, the ability to cater for many different price points and requirements in one facility is the key.

Clearly private enterprise is already providing a range of camping opportunities, therefore the Council has no need to allocate more resources to the sector as the region will benefit regardless of councils involvement.

Question 4:

How can Council best facilitate an orderly transition from their existing investment in camping grounds and recoup as much of the capital investment possible while minimising commercial risk?

I do not profess to have all the answers, however I do know enough of the variables to perhaps offer some different options for everyone to consider.

Queenstown Lakeview Holiday Park:

Objectives: Maintain flexibility for Council to utilise the land currently occupied by powered and unpowered sites for other purposes i.e. developments to enhance conference facilities. Release capital reduce commercial risk.

Offer a one-year rolling management contract for the camping ground which is attached to the sale of the hard accommodation business. A long-term ground lease at market price to be offered with the sale of all buildings and the business as a going concern. The camping ground facilities building could be excluded from the sale of assets but would be available for use in the yearly management contract. If the camping ground was to close in the future the facilities building could still be a significant asset for community uses.

This would allow Council to recoup a significant amount of capital expenditure while significantly reducing their commercial risk and attracting strong motivated and experienced management. It is not my place to put a figure on the possible sale price suffice to say it would be a significant seven figure sum.

If Council wished to replace the camping ground option once it closed Queenstown, the opportunity to develop a new camping ground NOT holiday Park at the northern end of Lake Hayes could be an attractive possibility. There is ample land, in excess of eight hectares, private enterprise could provide the development funds and Council could provide long-term ground lease with rent at market rates.

At this time Council would also have the opportunity to relocate the Arrowtown camp if they wished to.

Arrowtown could be offered on a long-term lease with an option for council to buy back the lease on a pro rata basis if the community required the land for other purposes in the future. This could be triggered with a 36 month notice period.

All buildings could be sold with the business as a going concern a long-term ground lease at market rates to be offered with the sale. The addition of the buyback clause will cause some concern to potential investors, however the location and business opportunity along with a fair buyback clause will alleviate this.

Wanaka Lake View Holiday Park

Wanaka could be closed, and either used for other community uses i.e. affordable housing project, sports grounds etc. or sold. The rationale here is that Wanaka is significantly oversupplied with holiday parks and camping grounds and could absorb the closure of the Wanaka town camp. The camp is also in a very rundown condition, at this time Council has very little to lose by closing the camp as most of the amenities are at the end of the a viable life. Any Investment by a private operator would require the Council to subsidise them one way or another.

Glendhu Bay Camping Ground

A long-term lease could be offered of at least 30 years with ground rent at market rates any new developments of cabins or accommodation units of any kind to be prohibited. As the existing units come to the end of the commercial life they will also need to be removed, excluding managers and staff accommodation.

Further upgrading of toilet, shower and kitchen amenity blocks to be funded by private enterprise. This would leave Glendhu Bay largely a summer camping ground and leave the lakefront uncluttered with further development but would still support traditional Kiwi camping and the ability to provide and run a financially sound business.

There will be some concern by potential buyers at the inability to further develop the camp site, however really all this means is that Council will not be subsidising further accommodation development in competition to existing accommodation providers.

Responsibility for capital replacement with regards to sewerage systems and water treatment could remain with Council. As the upgrades have already been carried out future investment should be minimal.

Albert Town Reserve Camp

Could remain a basic camp with minimal facilities providing a back to nature experience run under a five-year management contract. This area could also be further developed in the future as there is more than enough land available. It would remain a camping ground and not a holiday park so as not to compete unnecessarily with accommodation options already available in Wanaka.

Paul the above is just an indication of the different ways I believe Council could approach the divestments of the camping grounds whilst giving themselves as much flexibility and opportunity to recoup capital expenditure as possible.

If you wish to discuss or clarify anything please do not hesitate to contact me. As to the commercial viability of everything I suggested above, all I can say is there is no suggestions I have made that I would be unwilling to sign up to myself so on that basis I'm sure others would as well. If you're dealing with public assets the people involved need to accept that it needs to be a good deal for everyone involved.

Apologies for taking so long to get this through to you.

Kind regards

Glenn Tattersall



Lake Outlet Holiday Park 197 Outlet Rd PO Box 607 Wanaka Ph 03 443 7478 Mob 0275342427 http://www.lakeoutlet.co.nz

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Ref#	Submitter Summary	Officer Comment/Recommendations
1	D & M Lind - Supports	
1.1	Supports a proposal that gets better return for residents	Initial valuation work estimates that a return greater than what is currently being obtained is achievable under a long-term lease agreement.
2	Nigel Sadlier - Supports	
2.1	Ability to control/restrict non-guest access to the campgrounds	The lessee has the right of quite enjoyment over the lease area. This is within the context of health and safety, commercial, or compliance/consenting obligations.
3	Diana Cocks - Supports	
3.1	Queenstown Lakes District Council, should not be involved in commercial operations in direct competition with similar operators.	QLDC agrees that there are multiple private providers of such accommodation services across the district and it is not within the Councils purpose provision to be competing directly with these operators. The proposal contemplates a standard commercial arrangement with the lessee as they would expect from any landlord providing a fair competitive environment with other similar operators in the district.
3.2	In my opinion, insufficient, or inappropriate, funds have been spent on these businesses by the QLDC and opportunities to upgrade and improve facilities have been squandered.	Specific terms of the lease are yet to be finalised, however the intention is to include prescriptive clauses specifying the on-going maintenance of existing facilities and encourage capital investment in the Holiday Parks by the lessee over the full term of the agreement.
3.3	Developing the full potential of these parks, can only be fully realised with a long-term lease of at least 25 years.	Council has been advised that tenure of 20 years will provide the lessee with adequate incentive to make improvements and obtain a fair return on any investment made.
3.4	I also support the proposal that Council sell the business component (including equipment and chattels) of the holiday parks to the operator.	The proposal is consistent with normal commercial valuations which account for the business component. As the proposed lease period is longer than the likely 'useful life' of any chattels (or equipment) it is appropriate for them to be sold to the operator.
4	Florence Micoud - Supports	
4.1	A long term lease is the best way for a private operator to invest in the campgrounds.	See comments in 3 above

5	Sue Coutts - Supports	
5.1	the proposal gives the operator certainty they need to be able to invest in facilities and maintenance.	See comments in 3 above
6	Lesley M Anderson - Opposes	
6.1	The Wanaka Lakefront Reserves Management Plan 2.3.4 states that Council reserves are to be operated in house as opposed to leases arrangements.	The Draft Wanaka Reserves Management Plan references the 2005 Campground Strategy document which recommends in-house operation of the Holiday Parks. This document was amended (post a commissioned campground strategy review) in February 2013 by Council resolution which directed officers to report back options for reducing Councils operation of the Holiday Parks.
		The notification and hearing process in regard to this long-term lease proposal has progressed through subsequent Council resolutions from the original February 2013 amendment. Council intend to contemplate the determination from the submission and hearing process before updating the Draft Wanaka Lakefront Reserves Management Plan.
6.2	I do not believe that a long term lease is beneficial to ratepayers.	A long-term lease is expected to provide certainty to the lessee encouraging capital improvements to be made. Valuation advice to Council suggests a greater rental amount can be achieved with a long-term versus short-term arrangement.
6.3	What of the Queens Chain and the rights of ratepayers to be allowed to access the lakeshore	As with 2.1 above the lessee would have the right to restrict access on the grounds of commercial activities and/or health and safety reasons The Council as lessor however has ultimate control over the exclusive occupation of the lease area by-way of introducing specific terms to the lease. Reasonable access rights can be addressed where historic access has been provided in the past or specific access is required to other public or Reserve land. In the instance of Glendhu Bay the foreshore and beach are publically accessible via the West Glendhu Bay Reserve which is not part of the

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		proposed lease area. QLDC also plans to install a boat ramp at the West Glendhu Bay Reserve before the 2014/15 summer.
7	Coleen and Stuart Landsborough - Supports	
7.1	how long is long term and only if the council can protect the standards of facilities of the camps.	The extended lease term (20 years) provides both the operator and Council with certainty over the use of these assets. The operator will be encouraged through the lease to make appropriate improvements where it is necessary to maintain good standards of amenities for users of the holiday parks.
7.2	It makes good sense to grant a long term lease, so long as that long term lease/s gives the council a reasonable return on their assets and the terms of the lease can be renewed/adjusted from time to time.	Council officers have obtained appropriate commercial and legal advice regarding the terms and conditions of a long-term lease agreement. It is proposed that regular rental reviews are undertaken throughout the lease period.
8	Graham Dickson - Opposes	
8.1	The purpose of recreation reserves is to provide recreational opportunities, not income to the council.	There is no expected reduction in level of service to the district. The proposal will require the lessor to manage the lease area for the purposes of a camping ground. Council is required to provide the services in the most cost effective manner for households and businesses.
8.2	Other main concerns with the proposal are to do with public access to reserves.	See comment 2.1 and 6.3 above.
9	Russell Ibbotson - Supports	
9.1	Ensure that there are adequate safeguards put in place to protect ratepayers and the leasing process incorporates a very tight lease document.	See comment 7.1 above
10	Loris King -Supports	
10.1	Positive benefits for the Wanaka economy and vibrancy of town.	

	The lease should be 15 years or more.	See comment 3.3 above
10.2		
11	Late Submissions	Hearing panel to decide on acceptance of any late submissions.

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Summary

Please select whether your submission supports or opposes the proposal.

Response	Chart	Percentage	Count
Supports		80.0%	8
Opposes		20.0%	2
		Total Responses	10

Please select the statement the applies to you.

Response	Chart	Percentage	Count
I DO wish to be heard in support of my submission.		20.0%	2
I DO NOT wish to be heard in support of my submission.		80.0%	8
		Total Responses	10

Please select the statement the applies to you.

Response	Chart	Percentage	Count
I WILL consider presenting a joint case with others presenting similar submissions.		40.0%	4
I WILL NOT consider presenting a joint case with others presenting similar submissions.		60.0%	6
		Total Responses	10

17 Recreation reserves

- (1) It is hereby declared that the appropriate provisions of this Act shall have effect, in relation to reserves classified as recreation reserves, for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside.
- (2) It is hereby further declared that, having regard to the general purposes specified in subsection (1) of this section, every recreation reserve shall be so administered under the appropriate provisions of this Act that—
 - (a) The public shall have freedom of entry and access to the reserve, subject to the specific powers conferred on the administering body by sections 53 and 54 of this Act, to any bylaws under this Act applying to the reserve, and to such conditions and restrictions as the administering body considers to be necessary for the protection and general wellbeing of the reserve and for the protection and control of the public using it:
 - (b) Where scenic, historic, archaeological, biological, geological, or other scientific features or indigenous flora or fauna or wildlife are present on the reserve, those features or that flora or fauna or wildlife shall be managed and protected to the extent compatible with the principal or primary purpose of the reserve:

Provided that nothing in this subsection shall authorise the doing of anything with respect to fauna that would contravene any provision of the Wildlife Act 1953 or any regulations or Proclamation or notification under that Act, or the doing of anything with respect to archaeological features in any reserve that would contravene any provision of the [Historic Places Act 1993]:

- (c) Those qualities of the reserve which contribute to the pleasantness, harmony, and cohesion of the natural environment and to the better use and enjoyment of the reserve shall be conserved:
- (d) To the extent compatible with the principal or primary purpose of the reserve, its value as a soil, water, and forest conservation area shall be maintained.

40 Functions of administering body

- (1) The administering body shall be charged with the duty of administering, managing, and controlling the reserve under its control and management in accordance with the appropriate provisions of this Act and in terms of its appointment and the means at its disposal, so as to ensure the use, enjoyment, development, maintenance, protection, and preservation, as the case may require, of the reserve for the purpose for which it is classified.
- [(2) Every administering body of a reserve that includes any part of the Wanganui River shall, in carrying out its functions, have regard to the spiritual, historical, and cultural significance of the river to the Whanganui iwi.]

Compare: 1953 No 69 s 7

41 Management plans

- (1) The administering body shall, within 5 years after the date of its appointment or within 5 years after the commencement of this Act, whichever is the later, prepare and submit to the Minister for his approval a management plan for the reserve under its control, management, or administration.
- (2) The Minister may extend the time within which an administering body is required to submit its management plan to him for approval, where he is satisfied with the progress the administering body has made with the preparation of its management plan.
- (3) The management plan shall provide for and ensure the use, enjoyment, maintenance,

Page **1** of **7**

protection, and preservation, as the case may require, and, to the extent that the administering body's resources permit, the development, as appropriate, of the reserve for the purposes for which it is classified, and shall incorporate and ensure compliance with the principles set out in section 17, section 18, section 19, section 20, section 21, section 22, or section 23, as the case may be, of this Act for a reserve of that classification.

- (4) The administering body of any reserve shall keep its management plan under continuous review, so that, subject to subsection (3) of this section, the plan is adapted to changing circumstances or in accordance with increased knowledge; and the Minister may from time to time require the administering body to review its management plan, whether or not the plan requires the approval of the Minister under this section.
- (5) Before preparing a management plan for any one or more reserves under its control, the administering body shall—
 - (a) Give public notice of its intention to do so; and
 - (b) In that notice, invite persons and organisations interested to send to the administering body at its office written suggestions on the proposed plan within a time specified in the notice; and
 - (c) In preparing that management plan, give full consideration to any such comments received.
- [(5A) Nothing in subsection (5) of this section shall apply in any case where the administering body has, by resolution, determined that written suggestions on the proposed plan would not materially assist in its preparation.]
- (6) Every management plan shall be prepared by the administering body in draft form in the first place, and the administering body shall—
 - (a) Give public notice complying with section 119 of this Act stating that the draft plan is available for inspection at a place and at times specified in the notice, and calling upon persons or organisations interested to lodge with the administering body written objections to or suggestions on the draft plan before a specified date, being not less than 2 months after the date of publication of the notice; and
 - [(aa) On giving notice in accordance with paragraph (a) of this subsection, send a copy of the draft plan to the Commissioner; and]
 - (b) Give notice in writing, as far as practicable, to all persons and organisations who or which made suggestions to the administering body under subsection (5) of this section stating that the draft plan has been prepared and is available for inspection at the place and during the times specified in the notice, and requiring any such person or organisation who or which desires to object to or comment on the draft plan to lodge with the administering body a written objection or written comments before a specified date, being not less than 2 months after the date of giving of the notice; and
 - (c) Make the draft management plan available for inspection, free of charge, to all interested persons during ordinary office hours at the office of the administering body; and
 - (d) Before approving the management plan, or, as the case may require, recommending the management plan to the Minister for his approval, give every person or organisation who or which, in lodging any objection or making any comments under paragraph (a) or paragraph (b) of this subsection, asked to be heard in support of his or its objection or comments, a reasonable opportunity of appearing before the administering body or a committee thereof or a person nominated by the administering body in support of his or its objection or comments; and
 - (e) Where the management plan requires the approval of the Minister, attach to the plan submitted to him for approval a summary of the objections and comments received and a statement as to the extent to which they have been allowed or accepted or disallowed or

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not accepted.

- (7) Where under subsection (4) of this section the Minister requires an administering body to review its management plan, he may direct that the administering body follow the procedure specified in subsections (5) and (6) of this section, and the administering body shall follow that procedure accordingly as if the review were the preparation of a management plan.
- (8) Where in terms of its responsibilities under this Act the administering body of any reserve resolves to undertake a comprehensive review of its management plan, the administering body shall follow the procedure specified in subsections (5) and (6) of this section as if the review were the preparation of a management plan.
- (9) Where under subsection (4) of this section the administering body considers any change not involving a comprehensive review to its management plan is required, it may, if it thinks fit, follow the procedure specified in subsections (5) and (6) of this section.
- (10) The administering body or committee or person before which or whom any person appears at any hearing in support of any objection or comments shall determine its or his own procedure at the hearing.
- (11) The administering body shall in the exercise of its functions comply with the management plan for the reserve and any amendment thereof, being, in the case of a plan or an amendment that requires the approval of the Minister, a plan or an amendment so approved.
- (12) No approval by the Minister for the purposes of this section shall operate as an approval or a consent for any other purpose of this Act.
- (13) Where a recreation reserve is vested in a local authority or a local authority is appointed to control and manage a recreation reserve, the local authority shall not be required to submit its management plan to the Minister for approval, unless the terms of vesting or of appointment to control and manage the reserve so require:

Provided that the local authority shall make its management plan available for inspection by or on behalf of the Minister whenever so required.

- (14) The Minister may, by notice to them, require the administering bodies of reserves in any locality to consult with each other in the preparation of their management plans so that the management plans are integrated for the benefit of the locality.
- (15) Where under this Act the approval or consent of the Minister is required to any action by an administering body, the Minister may, at his discretion, refuse to grant his approval or consent unless and until the administering body has submitted its management plan for approval (whether or not the plan otherwise requires the approval of the Minister under this section) and the plan has been approved by him.
- [(16) This section shall not apply in respect of any Government purpose reserve or local purpose reserve unless the reserve is vested in an administering body or an administering body is appointed to control and manage the reserve, and the Minister in the notice of vesting or notice to control and manage directs that this section is to apply in respect of the reserve.]
- Leasing powers in respect of recreation reserves (except farming, grazing, or afforestation leases)
- (1) With the prior consent of the Minister, the administering body, in the case of a recreation reserve that is vested in the administering body, may from time to time, in the exercise of its functions under section 40 of this Act,... may from time to time, to the extent necessary to give effect to the principles set out in section 17 of this Act,—
 - (a) Lease to any person, body, voluntary organisation, or society (whether incorporated or not) any area set apart under section 53(1)(h) of this Act for baths, a camping ground, a parking or mooring place, or other facilities for public recreation or enjoyment. The lease—

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- (i) May require the lessee to construct, develop, control, and manage the baths, camping ground, parking or mooring place, or other facilities for public recreation or enjoyment, or may require the lessee to control and manage those provided by the administering body; and
- (ii) Shall be subject to the further provisions set out in Schedule 1 to this Act relating to leases of recreation reserves issued pursuant to this paragraph:
- (b) Lease to any voluntary organisation part of the reserve for the erection of stands, pavilions, gymnasiums, and, subject to sections 44 and 45 of this Act, other buildings and structures associated with and necessary for the use of the reserve for outdoor sports, games, or other recreational activities, or lease to any voluntary organisation any such stands, pavilions, gymnasiums, and, subject to section 44 of this Act, other buildings or structures already on the reserve, which lease shall be subject to the further provisions set out in Schedule 1 to this Act relating to leases of recreation reserves issued pursuant to this paragraph:

Provided that a lease granted by the administering body may, with the prior consent of the Minister given on the ground that he considers it to be in the public interest,... permit the erection of buildings and structures for sports, games, or public recreation not directly associated with outdoor recreation:

- (c) Lease to any voluntary organisation the whole or part of the reserve for the playing of any outdoor sport, games, or other recreational activity where the preparation and maintenance of the area for such sport, games, or other recreational activity requires the voluntary organisation to spend a sum of money that in the opinion of the administering body... is substantial. The lease shall be subject to the further provisions set out in Schedule 1 to this Act relating to leases of recreation reserves issued pursuant to this paragraph:
- (d) Grant leases or licences for the carrying on of any trade, business, or occupation on any specified site within the reserve, subject to the provisions set out in Schedule 1 to this Act relating to leases or licences of recreation reserves issued pursuant to this paragraph:

Provided that the trade, business, or occupation must be necessary to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve:

Provided also that the prior consent of the Minister shall not be required to a lease or licence under this paragraph where the trade, business, or occupation is to be carried on in the reserve only temporarily and the term of the lease or licence does not exceed 6 consecutive days.

- [(1A) Notwithstanding subsection (1) of this section, where—
 - [[(a) the administering body of a recreation reserve is a territorial authority or a regional council; and]]
 - [[(b) that reserve is vested in that territorial authority or regional council; and]]
 - (c) A management plan for that reserve has been approved in accordance with section 41 of this Act; and
 - (d) The lease or licence is in conformity with and contemplated by that management plan,

the prior consent of the Minister shall not be required before the administering body grants a lease or licence under subsection (1) of this section.]

(2) Before granting any lease or licence under subsection (1) of this section (other than a lease or licence to which the second proviso to paragraph (d) applies), the administering body... shall give public notice in accordance with section 119 of this Act specifying the lease or licence proposed to be granted, and shall give full consideration in accordance with section 120 of this Act to all objections and submissions in relation to the proposal received pursuant to the said section 120.

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- [(2A) Nothing in subsection (2) of this section shall apply in any case where the proposal—
 - (a) Is in conformity with and contemplated by the approved... management plan for the reserve; or
 - [[(b) Is made following the granting of a resource consent under the Resource Management Act 1991 where the application for the resource consent was notified in accordance with [section 93(2)] of that Act.]
- (3) Repealed.

Compare: 1953 No 69 s 27(2)-(9)

119 Notices

- [(1) Where this Act requires anything to be publicly notified or refers to public notification, the subject-matter shall, unless this Act specifically provides otherwise, be published as follows:
 - (a) Where the notification relates to a National reserve or proposed National reserve, or any part thereof, it shall be published—
 - (i) Once in the Gazette; and
 - (ii) Once in a newspaper circulating throughout the area in which the reserve or proposed reserve is situated; and
 - (iii) Once in each of 2 daily newspapers published in the Cities of Auckland, Wellington, Christchurch, and Dunedin; and
 - (iv) In such other newspapers (if any) as the Minister directs:
 - (b) Where the notification relates to any other reserve or proposed reserve, it shall be published—
 - (i) Once in a newspaper circulating in the area in which the reserve or proposed reserve is situated; and
 - (ii) In such other newspapers (if any) as the administering body decides:

Provided that any notification under section 16(4) of this Act relating to a nature reserve or scientific reserve or a proposed nature reserve or scientific reserve shall be published in the manner specified in paragraph (a) of this subsection:

Provided also that where under this subsection a notification is required to be published in a newspaper circulating in the area in which the reserve or proposed reserve is situated and there is no such newspaper, the notification shall be published once in the *Gazette*.]

- (2) Subject, in relation to Maori land owned in multiple ownership, to [section 181 of Te Ture Whenua Maori Act 1993], a notice required by this Act to be given to any person may be sent by registered post to the last-known place of abode or business of that person, and shall be deemed to have been delivered when in the ordinary course of post it would be delivered. If any such person is absent from New Zealand, the notice may be sent to his agent, and, if he has no known agent, the notice may be given to him by publishing it in a newspaper circulating in the district in which the land the subject-matter of the notice is situated.
- (3) Every notice by the Minister under this Act shall come into force on the day of the date thereof or on such later date as may be specified in the notice.

Compare: 1953 No 69 s 103

120 Rights of objection and of making submissions

(1) Subject to sections 13 and 47 of this Act, where pursuant to any requirement of this Act [(except sections 24, 24A, and 41)] the Minister or any administering body gives public notice

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of his or its intention to exercise any power conferred by this Act—

- (a) Any person or organisation may object to the Minister or administering body, as the case may be, against, or make submissions with respect to, the proposal; and
- (b) Every such objection or submission shall be made in writing, and shall be sent to the Minister or administering body at the place specified in the notice and before a date specified in the notice, being not less than [1 month] after the date of publication of the notice: and

[Provided that, where the date of publication of the notice falls within the period commencing with the 10th day of December in any year and ending with the 10th day of January in the next succeeding year, the date before which objections and submissions shall be made shall be not earlier than the 10th day of February next following that period:]

- (c) Where the objector or person or organisation making the submission so requests in his or its objection or submission, the Minister or administering body, as the case may be, shall give the objector or that person or organisation a reasonable opportunity of appearing before the Commissioner (in the case of a notice given by the Minister) or, as the case may be, before the administering body or a committee thereof or a person nominated by the administering body in support of his or its objection or submission; and
- (d) The Minister or the administering body, as the case may be, shall give full consideration to every objection or submission received before deciding to proceed with the proposal; and
- (e) Where the action proposed by an administering body requires the consent or approval of the Minister and is recommended to the Minister for his consent or approval under any provision of this Act, the administering body shall send to the Minister with its recommendation a summary of all objections and comments received by it and a statement as to the extent to which they have been allowed or accepted or disallowed or not accepted.
- (2) Every public notice to which subsection (1) of this section applies shall specify the right to object or make submissions conferred by this section and the place to which and the date by which any objections or submissions are to be sent.
- (3) The person or administering body or committee before whom or which any person appears at any hearing in support of any objection or submission shall determine his or its own procedure at the hearing.

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Schedule 1

Basic provisions applicable to leases or licences of recreation reserves and scenic reserves

Sections 54, 56, 73

Lease under section 54(1)(a)—Lease of Recreation Reserve for baths, camping grounds,

Provisions of LeaseTermNot exceeding 33 years

Renewal May include a provision that further similar terms may be granted if

the terms and conditions of the lease have been complied with and if the lessor is satisfied that the baths, camping grounds, parking places, or other facilities, as the case may be, have been properly constructed, developed, maintained, and controlled, and that there is sufficient need for them, and that some other recreational use

should not have priority in the public interest.

Freeholding rights N

Rent Such rent, including periodic reviews of rent, as the Minister

approves

Admission charges Such charges for admission to and use of the baths, camping

grounds, parking or mooring places, or other facilities as the

Minister may from time to time approve

Termination The land leased shall be used solely for such baths, camping

grounds, parking or mooring places, or other facilities for public recreation as are specified in the lease, and, if at any time the lessor is of the opinion that the land leased is not being used or is not being sufficiently used for the purpose specified in the lease, the lessor, after making such enquiries as the lessor thinks fit and giving the lessee an opportunity of explaining the usage of the land leased, and if satisfied that the land leased is not being used or is not being

sufficiently used for the purpose specified in the lease, may terminate the lease on such terms as the Minister approves in any case where an administering body is the lessor, and as the Minister

thinks fit in any other case

Compensation for improvements

On termination of the lease under the termination clause of the lease or by effluxion of time, surrender, breach of conditions, or otherwise, the land, together with all improvements thereon, shall revert to the lessor without compensation payable to the lessee or otherwise

Erection of buildings

The lease shall prohibit the erection of any building without the prior

consent in writing of the Minister

Other terms and conditions

Such other terms and conditions as the Minister approves. Without limiting the powers of the Minister, he may require that the lease

shall provide that—

(a) Notwithstanding anything to the contrary in the compensation for improvements clause of the lease, the lessor may require the lessee to remove the whole

or some of his improvements; or

(b) Where improvements are of value to the lessor, the lessor may pay to the lessee the value of the improvements as determined by the Minister; or

(c) An incoming lessee shall pay to the outgoing lessee the value as determined by the Minister of specified

improvements

Definitions

significance, in relation to any issue, proposal, decision, or other matter that concerns or is before a local authority, means the degree of importance of the issue, proposal, decision, or matter, as assessed by the local authority, in terms of its likely impact on, and likely consequences for,—

- [(a) the district or region:]
- (b) any persons who are likely to be particularly affected by, or interested in, the issue, proposal, decision, or matter:
- (c) the capacity of the local authority to perform its role, and the financial and other costs of doing so

significant, in relation to any issue, proposal, decision, or other matter, means that the issue, proposal, decision, or other matter has a high degree of significance

strategic asset, in relation to the assets held by a local authority, means an asset or group of assets that the local authority needs to retain if the local authority is to maintain the local authority's capacity to achieve or promote any outcome that the local authority determines to be important to the current or future well-being of the community; and includes—

- (a) any asset or group of assets listed in accordance with section 90(2) by the local authority; and
- (b) any land or building owned by the local authority and required to maintain the local authority's capacity to provide affordable housing as part of its social policy; and
- (c) any equity securities held by the local authority in-
 - (i) a port company within the meaning of the Port Companies Act 1988:
 - (ii) an airport company within the meaning of the Airport Authorities Act 1966

14 Principles relating to local authorities

- (1) In performing its role, a local authority must act in accordance with the following principles:
 - (a) a local authority should—
 - (i) conduct its business in an open, transparent, and democratically accountable manner; and
 - (ii) give effect to its identified priorities and desired outcomes in an efficient and effective manner:
 - (b) a local authority should make itself aware of, and should have regard to, the views of all of its communities; and
 - (c) when making a decision, a local authority should take account of—
 - (i) the diversity of the community, and the community's interests, within its district or region; and
 - (ii) the interests of future as well as current communities; and
 - [(iii) the likely impact of any decision on the interests referred to in subparagraphs (i) and (ii):]
 - (d) a local authority should provide opportunities for Maori to contribute to its decisionmaking processes:
 - (e) a local authority should collaborate and co-operate with other local authorities and bodies

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- as it considers appropriate to promote or achieve its priorities and desired outcomes, and make efficient use of resources; and
- (f) a local authority should undertake any commercial transactions in accordance with sound business practices; and
- [(fa) a local authority should periodically—
 - (i) assess the expected returns to the authority from investing in, or undertaking, a commercial activity; and
 - (ii) satisfy itself that the expected returns are likely to outweigh the risks inherent in the investment or activity; and]
- (g) a local authority should ensure prudent stewardship and the efficient and effective use of its resources in the interests of its district or region; and
- (h) in taking a sustainable development approach, a local authority should take into account—
 - (i) the social, economic, and cultural [interests] of people and communities; and
 - (ii) the need to maintain and enhance the quality of the environment; and
 - (iii) the reasonably foreseeable needs of future generations.
- (2) If any of these principles... conflict in any particular case, the local authority should resolve the conflict in accordance with the principle in subsection (1)(a)(i).

76 Decision-making

- (1) Every decision made by a local authority must be made in accordance with such of the provisions of sections 77, 78, 80, 81, and 82 as are applicable.
- (2) Subsection (1) is subject, in relation to compliance with sections 77 and 78, to the judgments made by the local authority under section 79.
- (3) A local authority—
 - (a) must ensure that, subject to subsection (2), its decision-making processes promote compliance with subsection (1); and
 - (b) in the case of a significant decision, must ensure, before the decision is made, that subsection (1) has been appropriately observed.
- (4) For the avoidance of doubt, it is declared that, subject to subsection (2), subsection (1) applies to every decision made by or on behalf of a local authority, including a decision not to take any action.
- (5) Where a local authority is authorised or required to make a decision in the exercise of any power, authority, or jurisdiction given to it by this Act or any other enactment or by any bylaws, the provisions of subsections (1)to(4) and the provisions applied by those subsections, unless inconsistent with specific requirements of the Act, enactment, or bylaws under which the decision is to be made, apply in relation to the making of the decision.
- (6) This section and the sections applied by this section do not limit any duty or obligation imposed on a local authority by any other enactment.

77 Requirements in relation to decisions

- (1) A local authority must, in the course of the decision-making process,—
 - (a) seek to identify all reasonably practicable options for the achievement of the objective of

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a decision; and

- (b) assess those options by considering
 - the benefits and costs of each option in terms of the present and future [interests] of the district or region; and
 - (ii) the extent to which community outcomes would be promoted or achieved in an integrated and efficient manner by each option; and
 - (iii) the impact of each option on the local authority's capacity to meet present and future needs in relation to any statutory responsibility of the local authority; and
 - (iv) any other matters that, in the opinion of the local authority, are relevant; and
- (c) if any of the options identified under paragraph (a) involves a significant decision in relation to land or a body of water, take into account the relationship of Maori and their culture and traditions with their ancestral land, water, sites, waahi tapu, valued flora and fauna, and other taonga.
- (2) This section is subject to section 79.

78 Community views in relation to decisions

- (1) A local authority must, in the course of its decision-making process in relation to a matter, give consideration to the views and preferences of persons likely to be affected by, or to have an interest in, the matter.
- (2) Repealed.
- (3) A local authority is not required by this section alone to undertake any consultation process or procedure.
- (4) This section is subject to section 79.

79 Compliance with procedures in relation to decisions

- It is the responsibility of a local authority to make, in its discretion, judgments—
 - (a) about how to achieve compliance with sections 77 and 78 that is largely in proportion to the significance of the matters affected by the decision; and
 - (b) about, in particular,—
 - (i) the extent to which different options are to be identified and assessed; and
 - (ii) the degree to which benefits and costs are to be quantified; and
 - (iii) the extent and detail of the information to be considered; and
 - (iv) the extent and nature of any written record to be kept of the manner in which it has complied with those sections.
- (2) In making judgments under subsection (1), a local authority must have regard to the significance of all relevant matters and, in addition, to—
 - (a) the principles set out in section 14; and
 - (b) the extent of the local authority's resources; and
 - (c) the extent to which the nature of a decision, or the circumstances in which a decision is taken, allow the local authority scope and opportunity to consider a range of options or the views and preferences of other persons.

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- [(3) The nature and circumstances of a decision referred to in subsection (2)(c) include the extent to which the requirements for such decision-making are prescribed in or under any other enactment (for example, the Resource Management Act 1991).]
- [(4) Subsection (3) is for the avoidance of doubt.]

80 Identification of inconsistent decisions

- (1) If a decision of a local authority is significantly inconsistent with, or is anticipated to have consequences that will be significantly inconsistent with, any policy adopted by the local authority or any plan required by this Act or any other enactment, the local authority must, when making the decision, clearly identify—
 - (a) the inconsistency; and
 - (b) the reasons for the inconsistency; and
 - (c) any intention of the local authority to amend the policy or plan to accommodate the decision.
- (2) Subsection (1) does not derogate from any other provision of this Act or of any other enactment.

81 Contributions to decision-making processes by Maori

- (1) A local authority must—
 - (a) establish and maintain processes to provide opportunities for Maori to contribute to the decision-making processes of the local authority; and
 - (b) consider ways in which it may foster the development of Maori capacity to contribute to the decision-making processes of the local authority; and
 - (c) provide relevant information to Maori for the purposes of paragraphs (a) and (b).
- (2) A local authority, in exercising its responsibility to make judgments about the manner in which subsection (1) is to be complied with, must have regard to—
 - (a) the role of the local authority, as set out in section 11; and
 - (b) such other matters as the local authority considers on reasonable grounds to be relevant to those judgments.

82 Principles of consultation

- (1) Consultation that a local authority undertakes in relation to any decision or other matter must be undertaken, subject to subsections (3)to(5), in accordance with the following principles:
 - (a) that persons who will or may be affected by, or have an interest in, the decision or matter should be provided by the local authority with reasonable access to relevant information in a manner and format that is appropriate to the preferences and needs of those persons:
 - (b) that persons who will or may be affected by, or have an interest in, the decision or matter should be encouraged by the local authority to present their views to the local authority:
 - (c) that persons who are invited or encouraged to present their views to the local authority should be given clear information by the local authority concerning the purpose of the consultation and the scope of the decisions to be taken following the consideration of views presented:
 - (d) that persons who wish to have their views on the decision or matter considered by the local authority should be provided by the local authority with a reasonable opportunity to

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- present those views to the local authority in a manner and format that is appropriate to the preferences and needs of those persons:
- (e) that the views presented to the local authority should be received by the local authority with an open mind and should be given by the local authority, in making a decision, due consideration:
- (f) that persons who present views to the local authority should be provided by the local authority with information concerning both the relevant decisions and the reasons for those decisions.
- (2) A local authority must ensure that it has in place processes for consulting with Maori in accordance with subsection (1).
- (3) The principles set out in subsection (1) are, subject to subsections (4) and (5), to be observed by a local authority in such manner as the local authority considers, in its discretion, to be appropriate in any particular instance.
- (4) A local authority must, in exercising its discretion under subsection (3), have regard to—
 - (a) the requirements of section 78; and
 - (b) the extent to which the current views and preferences of persons who will or may be affected by, or have an interest in, the decision or matter are known to the local authority; and
 - (c) the nature and significance of the decision or matter, including its likely impact from the perspective of the persons who will or may be affected by, or have an interest in, the decision or matter; and
 - (d) the provisions of Part 1 of the Local Government Official Information and Meetings Act 1987 (which Part, among other things, sets out the circumstances in which there is good reason for withholding local authority information); and
 - (e) the costs and benefits of any consultation process or procedure.
- (5) Where a local authority is authorised or required by this Act or any other enactment to undertake consultation in relation to any decision or matter and the procedure in respect of that consultation is prescribed by this Act or any other enactment, such of the provisions of the principles set out in subsection (1) as are inconsistent with specific requirements of the procedure so prescribed are not to be observed by the local authority in respect of that consultation.

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Policy on Significance

Adopted – Council 27June 2003 Revised – Council 31 March 2009

General Approach in Determining Significance

When determining the question of the significance of proposals and decisions in relation to issues, assets or other matters the Council will determine the extent to which:

- The consequences or impacts of the issue, assets, or other matters, affect a large number of residents and ratepayers to a moderate extent;
- The consequences or impacts of the issue, assets, or other matters, affect a small number of residents and ratepayers to a large extent; and
- The issue, asset, or other matters have a history of generating wide public interest within Queenstown Lakes District, the Otago Region of New Zealand generally.

These will be considered within the context of the likely impact of that decision on:

- The current and future social, economic, environmental, or cultural wellbeing of the district or region;
- The achievement of, or ability to achieve, the Council's strategic issues and objectives as currently set out in the Strategic Plan (or Community Outcomes once determined);
- Any persons who are likely to be particularly affected by, or interested in, the issue, proposal, decision, or matter;
- The capacity of the local authority to perform its role and carry out its activities, now and in the future; and
- The financial, resource and other costs of the decision.

Thresholds, Criteria and Procedures

When undertaking a process to determine the extent to which issues, proposals, decisions and other matters are significant, the Council will use the following thresholds, criteria and procedures:

Thresholds:

- Issues, assets, or other matters that incur more than \$2 million of budgeted or \$200,000 of unbudgeted expenditure;
- Any transfer of ownership or control, or the construction, replacement or abandonment, of a strategic asset as defined by the Act or listed in this policy;

- The sale of the Council's shareholding in any council controlled trading organisation, or council controlled organisation;
- The decision that will, directly or indirectly, significantly affect the capacity
 of the Council to carry out, or the cost to the Council in carrying out, in
 relation to any activity identified in the Long-Term Council Community Plan;

Criteria:

- Whether the asset is a strategic asset within the meaning of the Act or listed in this policy;
- The extent to which there is, or is likely to be, a change in the level of service in carrying out any significant activity;
- The extent to which there is, or is likely to be, a change in the way in which any significant activity is carried out;
- The extent to which there is, or is likely to be, a change in the capacity of the Council to provide any significant service or carry out any significant activity.

Procedures:

- Decisions on significance will be made in accordance with Council's adopted documents and delegation manual.
- When a significant issue is taken to a Council or Committee meeting it will be specifically identified as a significant issue and any impact highlighted.
- If determined to be significant then the issue, decision, asset or other matter will be addressed as required by the relevant sections of the Local Government Act 2002.

Strategic Assets

Council has determined the following Council-owned assets to be strategic in nature:

- Queenstown Lakes District Roading network;
- Wastewater network and treatment;
- Water treatment, storage and supply network;
- Stormwater network;
- Reserves listed and managed under the Reserves Act;
- Shares held in Queenstown Airport Corporation;
- Housing for the Elderly.

Note that Queenstown Lakes District Council considers all asset classes listed above as single whole assets. This is because the asset class as a whole delivers the service. Strategic decisions therefore only concern the whole asset class and not individual components, unless that component substantially affects the ability of the Council to deliver the service, or would be deemed significant and strategic under the thresholds, criteria or procedures noted above.

Intention to Grant Long-term Lease over Holiday Park Recreation Reserves

The Queenstown Lakes District Council is proposing to grant a long-term lease for the purpose of managing five of the Council owned Holiday Parks in Queenstown, Wanaka and Arrowtown (the Lands) listed in the table below. The Lands are vested in the Council pursuant to Section 26A of the Reserves Act 1977 are recreation reserve. This notification is in accordance with section 54(2) of the Reserves Act 1977. The proposal recommends negotiating (with an external provider) a lease of at least 15 years or more pursuant to the requirements of section 54(1)(a) and Schedule 1 of the Reserves Act 1977.

A summary of the proposal, including submission form is available on the Council website www.qldc.govt.nz or directly from the Council offices at 10 Gorge Road, Queenstown and 47 Ardmore Street Wanaka. Council encourages any person or organisation to make submissions with respect to this proposal. Submissions will close on Tuesday 3 June 2014. A hearing for submitters wishing to be heard will be held at the Queenstown Lakes District Council Office, 10 Gorge Road between 10am and 12noon on Thursday 19 June 2014.

Submissions can be completed online; emailed to **holidayparkslease@qldc.govt.nz**; or posted to Holiday Parks Lease, Queenstown Lakes District Council, Private Bag 50072, Queenstown 9348, phone (03) 441 0499.

Reserve Land known as:	Contained in parcel(s) of Legal Description:	Area:
Queenstown Lakeview Holiday Park	Part Blk XXXII TN OF Queenstown Section 1 Block LVI TN OF Queenstown Part Blk LVI TN OF Queenstown Section 1 SO 12299	27025 m²
Arrowtown Born of Gold Holiday Park	Section 38 Block VII Shotover SD Lot 25 DP 12525 Lot 43 DP 12741	28467 m ²
Wanaka Lakeview Holiday Park	Section 12 Block XV TN OF Wanaka	47645 m²
Albert Town Campground	Lot 1 DP 375247	81535 m ²
Glendhu Bay Lakeside Holiday Park	Section 1 Block XV Lower Wanaka SD Section 2 Block XV Lower Wanaka SD	122214 m²

Note: The parks above are all designated as Recreation Reserves



This information is provided by Queenstown Lakes District Council





www.qldc.govt.nz

2 May 2014

Michael Skerrett Te Ao Marama Inc P O Box 7078 Invercargill

Dear Michael

File: CV/03/2-001

HOLIDAY PARKS LONG-TERM MANAGEMENT LEASE PROPOSAL

Queenstown Lakes District Council has begun consulting the community on a proposal to enter into long-term management leases for most of our holiday parks. Some of these parks include reserve land, so we are using the consultative procedure laid out in the Reserves Act and Local Government Act to ensure we canvas community views before any decision is made.

The holiday parks that are fully or partially sited on reserve land are: The Queenstown Lakeview, Arrowtown Born of Gold, Wanaka Lakeview, Glendhu Bay Lakeview and Albert Town camping ground.

I enclose details of the proposal and the affected areas to offer you the opportunity to meet or discuss this with the Council's staff. The consultation period ends on 3 June 2014 and the Council will hear and consider all submissions later that month.

Please contact our Transition Manager, Paul Speedy, on 03 441 0499 or email paul.speedy@qldc.govt.nz if you would like any further information.

Yours sincerely

Adam Feeley Chief Executive

Enclosures

Attachment J – Proposal Summary

Holiday Parks Long-Term Lease Summary

Introduction

The Queenstown Lakes District Council owns five camping grounds in Queenstown, Arrowtown and Wanaka. Queenstown Lakes District Council also leases land to private interests to operate camping grounds at Frankton, Lake Hawea, Lake Wanaka Outlet and Luggate. These campgrounds are situated on land designated recreation reserve and governed by the Reserves Act 1977.

The 2012 to 2022 Long-Term Plan stated that Council would undertake a holiday park strategy review in 2012. On 26 February 2013 Council considered a report from the Chief Executive which provided options for the holiday parks future use and management.

Council officers were directed to report back to Council by 30 June 2013 on a proposal to reduce operational costs at the four main holiday parks (Queenstown Lakeview Holiday Park, Arrowtown Born of Gold Holiday Park, Wanaka Lakeview Holiday Park and Glendhu Bay Lakeside Holiday Park), and assess the viability of a commercial arrangement for private provision of camping facilities at these sites.

On 25 October 2013 Council entered into a three year operational management agreement with CCR Limited for the management of the four¹ holiday parks. Under this agreement there is an option to exit the interim (three year) arrangements and negotiate a long-term agreement with the operator. Failing agreement, there is an option of taking this arrangement to public tender.

On 17 April 2014 Council resolved to proceed with negotiations on a long-term lease and in accordance with sections 54 (2), 119 and 120 of the Reserves Act 1977, first publicly notify and consult on the proposal to grant a long-term lease.

The Proposal

The objective of Council granting a long-term lease to a private operator is to improve the return to the ratepayers and reduce potential future liabilities. A long-term lease should provide certainty for the operator and give them an incentive to make capital improvements to the properties.

The proposed long-term lease period is expected to be 15 years or longer where the operator could lease the land and buildings in return for an annual rental fee. The operator would pay all normal outgoings and be encouraged through a service level agreement to maintain good standards of amenities for users of the holiday parks.

It is also proposed that Council sell the business component (including equipment and chattels) of the holiday parks to the operator. This money could then be used to reduce outstanding loans and, in turn, the on-going interest payments owing against the assets.

The benefit to Council is to capture the best possible financial return from the holiday parks (on fair commercial terms); while also allowing the Council to focus on more important functions.

The Reserve Land and Holiday Park Sites

It should be noted that the land described as Section 1 SO 12299 (Queenstown Lakeview Holiday Park) is currently freehold land and not recreation reserve. In some instances the proposed lease areas form only part of the land parcel(s) legally described below. Complete maps detailing the proposed lease areas of the five holiday park sites are attached to this document.

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¹ There is a separate memorandum of understanding for the operation of Albertown camp ground with CCR Limited.

Attachment J – Proposal Summary

Reserve Land known as:	Designation:	Contained in parcel(s) of Legal Description:	Total Area:
Queenstown Lakeview Holiday Park 4 Cemetery Road, Queenstown	Recreation reserve Recreation reserve Recreation reserve Freehold	Part Blk XXXII TN OF Queenstown Section 1 Block LVI TN OF Queenstown Part Blk LVI TN OF Queenstown Section 1 SO 12299	27025 m ²
Arrowtown Born of Gold Holiday Park 11-21 Suffolk Street, Arrowtown Wanaka Lakeview Holiday Park McDougall Street, Wanaka	Recreation reserve Recreation reserve Recreation reserve Recreation reserve	Section 38 Block VII Shotover SD Lot 25 DP 12525 Lot 43 DP 12741 Section 12 Block XV TN OF Wanaka	28467 m ² 47645 m ²
Albert Town Camp Ground Lake Hawea - Albert Town Road, Albert Town	Recreation reserve	Lot 1 DP 375247	81535 m ²
Glendhu Bay Lakeside Holiday Park Wanaka-Mount Aspiring Road, Wanaka	Recreation reserve Recreation reserve	Section 1 Block XV Lower Wanaka SD Section 2 Block XV Lower Wanaka SD	122214 m ²

Reserve Management Plans

The Arrowtown-Lake Hayes Reserve Management Plan specifically addresses the Arrowtown Camping Ground. It contains policies (16.2 and 16.3) which are to permit the granting of a lease for the Arrowtown Holiday Park to operate within the area described above. The Draft Wanaka Lakefront Reserve Management Plan (currently under public consultation) also has provision (under policy 8.2.3.2) for granting such a lease at the Glendhu Bay Camping Ground.

Public Notification/Consultation

Pursuant to section 119 of the Reserves Act, where proposals are to be publicly notified, notices are to be published once in a newspaper circulating in the area in which the reserve is situated.

Pursuant to section 120, where the public notice is given, any person or organisation may object against, or make submissions with respect to, the proposal. Every such objection or submission is to be made either online www.qldc.govt.nz or in writing and sent to Council via email holidayparkslease@qldc.govt.nz or by post to Holiday Parks Lease, Queenstown Lakes District Council, Private Bag 50072, Queenstown 9348. The Council officer to contact in relation to this proposal and submission process is Paul Speedy, phone (03) 441 0499.

Page 2 of 3

Attachment J - Proposal Summary

All submissions must be dated and signed by the person and should include the following information:

- Full name, postal address and telephone number; if possible please also include an email address.
- The submission, with reasons to support the persons view.
- Whether the person wishes to be heard in support of the submission.
- Whether the person considers presenting a joint submission with others presenting a similar submission

A hearing for submitters wishing to be heard will be held at the Queenstown Lakes District Council offices, 10 Gorge Road between 10 am and 12noon on Thursday 19 June 2014. The Council appointed hearing panel will give full consideration to every submission received before deciding to proceed with the proposal. All submissions will be available for public viewing.

Time Table for Consultation

The following dates represent the key times in the consultation programme.

17 April 2014	Council resolve to give public notice of a proposal to grant a long term lease for management of the holiday parks.
24 April – 1 May 2014	Advertisement in Upper Clutha Messenger, Otago Daily Times, Mirror, Southland Times, Wanaka Sun and Lakes Weekly Bulletin.
3 June 2014	Submissions Close.
19 June 2014	Submissions heard by panel of Councillors (to be confirmed)
19 -24 June 2014	Consider submissions and decision.

Attachments

- A. Queenstown Lakeview Holiday Park Proposed Lease Area Map
- B. Arrowtown Holiday Park Proposed Lease Area Map
- C. Wanaka Lakeview Holiday Park Proposed Lease Area Map
- D. Albert Town Camp Ground Proposed Lease Area Map
- E. Glendhu Bay Proposed Lease Area Map
- F. Link to Arrowtown -Lake Hayes and Draft Wanaka Lakefront Reserve Managements Plans

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From: Paul Speedy

Sent: 1 Jul 2014 14:42:04 +1200

To: Ella Lawton; Alexa Forbes; Calum MacLeod

Cc: Jane Robertson

Subject: RE: Campground hearing minutes and resolution

Attachments: 2014.06.19_Holiday Parks Outsourcing Hearing_Minutes.pdf

Good afternoon,

Thank you Ella your description of the range camping facilities including of 'kiwi camping' is spot-on which I have incorporated in updated minutes (attached).

Regarding your other points:

- 1. Length of time the Reserves Management Act only allows a maximum 33 years. The submissions were in favour of a longer lease period. As we didn't specifically discuss the tenure period I have reverted back to '15 years or longer' as contemplated by the initial notification. This will allow some negotiation room with an operator.
- 2. Accepted your description as above.
- 3. In summary under the Reserves Act (section 54) the lessee can restrict access to public generally. If Council wish to allow access to the public without restrictions we must have a specific clause in the lease document. The lease document is probably the best place for this detail as the minutes are more an account of the meeting providing the intent of the discussion. Below is the wording which we intend on putting in the draft lease document.

3. ALBERT TOWN PUBLIC ACCESS

- (a) The Lessee acknowledges that the public use the Albert Town Camp Ground (being part of the Premises as defined in the Reference Schedule) to obtain access to adjoining and adjacent land including, but not limited to, section 20 Block V Lower Wanaka Survey District. (b) The Lessee agrees that, during the Term of this Lease, the Council, and members of the public may obtain access across the Albert Town Camp Ground, on a non-exclusive basis, together with the Lessee, its contractors, employees, licensees and invitees, on the following terms and conditions:
 - (i) the Council acknowledges that the rights of the Council and members of the public over the Albert Town Camp Ground are subject to the Lessee's reasonable security and operational requirements to enable it to effectively operate the Required Use from the Premises:
 - (ii) the Council and members of the public will be entitled to pass and repass, with or without vehicles, machinery and implements of any kind, through the Albert Town Camp Ground at all times, provided that the Council and members of the public comply with the Lessee's reasonable security and operational requirements; (iii) in exercising the rights of access granted under this clause, the Council must not do, or omit to do, anything on the Albert Town Camp Ground which may

6. GLENDHU BAY PUBLIC ACCESS

(a) The Lessee acknowledges that the public use the Glendhu Bay Lakeside Holiday Park (being part of the Premises as defined in the Reference Schedule) to obtain access to Lake Wanaka, and the Glendhu Bay Boat Ramp and the Glendhu Bay Track.

unreasonably interfere with the Lessee's use and enjoyment of the Premises.

- (b) The Lessee agrees that, during the Term of this Lease, the Council, and members of the public may obtain access across the Glendhu Bay Lakeside Holiday Park, on a non-exclusive basis, together with the Lessee, its contractors, employees, licensees and invitees, on the following terms and conditions:
 - (i) the Council acknowledges that the rights of the Council and members of the public over the Glendhu Bay Lakeside Holiday Park are subject to the Lessee's reasonable security and operational requirements to enable it to effectively operate the Required Use from the Premises;
 - (ii) Subject to clause 6 (c), the Council and members of the public will be entitled to pass and repass, with or without vehicles, machinery and implements of any kind, through the Glendhu Bay Lakeside Holiday Park at all times, provided that the Council and members of the public comply with the Lessee's reasonable security and operational requirements:
 - (iii) in exercising the rights of access granted under this clause, the Council must not do, or omit to do, anything on the Glendhu Bay Lakeside Holiday Park which may unreasonably interfere with the Lessee's use and enjoyment of the Premises.
- (c) Despite clause (XXX) the Lessee may exclude or limit public access from the Premises during the period between [24 December in one year and 31 January in the following year TO BE CONFIRMED] (both days inclusive) to enable the Lessee to effectively manage the Glendhu Bay Lakeside Holiday Park and operate the Required Use from the Premises during that period.
- (d) The Lessee agrees that, provided that a Boat Ramp is available on land adjacent to the Western end of the Glendhu Bay Lakeside Holiday Park, the Lessee will prohibit public access to the Boat Ramp located inside the Glendhu Bay Lakeside Holiday Park during the period between [24 December in one year and 31 January in the following year TO BE CONFIRMED] (both days inclusive). To avoid doubt, campers and holiday makers staying at the Glendhu Bay Lakeside Holiday Park will still be permitted to use the Boat Ramp located inside the Premises.

I trust this answers everyone's questions and you can accept the minutes as written.

Regards Paul.

From: Ella Lawton

Sent: Saturday, 28 June 2014 11:37 AM **To:** Paul Speedy; Alexa Forbes; Calum MacLeod

Cc: Jane Robertson

Subject: RE: Campground hearing minutes and resolution

Hey Paul, thanks for this.

I couple of notes that came out. I've attempted to make changes but happy if they are reworded (I'm not much of a word-smith).

- 1. The panel was asked to consider length of time but then we do not note what that was... and honestly I can't remember what we came up with?
- 2. I'd like to highlight the discussion about the desire to retain a range of camping styles from 'holiday park' through to basic, i.e Albert Town.
- 3. Please clarify the rule re limiting access to reserve land, then including a clause to allow public access to Glendhu and AT.

Regards, Ella.

Councillor Ella Lawton PhD

Queenstown Lakes District Council Wanaka Community Board

Phone: 021 735 981

Email: ella.lawton@qldc.govt.nz

Skype: live:ella.lawton

Facebook: EllaLawtonCouncilCandidate

Website: http://ellalawton.org/

From: Paul Speedy

Sent: Friday, 27 June 2014 3:31 p.m.

To: Alexa Forbes; Ella Lawton; Calum MacLeod

Cc: Jane Robertson

Subject: Campground hearing minutes and resolution

Good afternoon,

Thank you for being involved with the hearing.

Attached are the minutes and resolution from the Campground lease hearing in Wanaka last week. Can you please acknowledge that they adequately reflect your determination.

Happy to answer any questions.

Regards Paul.

Paul Speedy | Manager Strategic Projects and Support Queenstown Lakes District Council DD: +64 3 450 1760 | P: +64 3 441 0499 | M: +64 27 437 6998

E: paul.speedy@qldc.govt.nz

QUEENSTOWN LAKES DISTRICT COUNCIL www.qldc.govt.nz

HEARING OF SUBMISSIONS ON HOLIDAY PARK OUTSOURCING OPTIONS 19 JUNE 2014

Page 1

Minutes of a hearing of submissions on Holiday Park Outsourcing Options held in the Meeting Room, Wanaka Service Centre, Ardmore Street, Wanaka on Thursday 19 June 2014 commencing at 10.00am.

Present

Councillors Forbes, Lawton and MacLeod

In attendance

Mr Paul Speedy (Transition Manager) and Ms Jane Robertson (Governance Advisor); 15 members of the public and one member of the media

Commencement of Hearing

The Governance Advisor called the meeting to order and asked the Councillors to elect a Chairperson.

> On the motion of Councillors Lawton and MacLeod the panel resolved that Councillor Forbes be appointed to chair the hearing.

Councillor Forbes duly took the Chair.

Declarations of Conflict of Interest

Councillor Forbes advised that she was personally acquainted with some of the submitters and with the directors of CCR Limited. However, she did not believe that this influenced her role in the hearing in any way.

Councillor Forbes and Councillor Lawton advised that they were both employed by the Otago Polytechnic Centre of Sustainable Practice (CSP) which had provided consultancy services in the past to CCR in relation to the campgrounds. They have also been involved in CSP driven projects relating to the Wanaka Campground. They did not consider however, that this represented a conflict of interest.

Confirmation of Agenda

The agenda was confirmed without addition or alteration.

1. Intention to Grant Long-Term Leases over Holiday Park **Recreation Reserves**

It was noted that a late submission had been received from Glenn Tattersall of the Lake Outlet Holiday Park and the panel was asked to consider whether it should be accepted. The members agreed unanimously to accept the late submission for consideration.

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HEARING OF SUBMISSIONS ON HOLIDAY PARK OUTSOURCING OPTIONS 19 JUNE 2014

Page 2

Presentation of Officer Report

Mr Speedy presented a verbal summary of his report and recommendation. He noted that 11 submissions had been received which indicated a good level of interest in the community. Most submissions had favoured the long-term lease arrangement proposed in the report.

He highlighted the matters to which the panel needed to give consideration including determining an appropriate lease term (length) and to address the concerns raised in submissions about public access to reserves which were also camping grounds.

Hearing of Submissions

Submitters in Support

Loris King

Mrs King tabled and read a submission which commented on the points raised in her written submission.

She considered that the future existence and success of the Wanaka Camping Ground (and others) lay in them being leased out for a long term to private enterprise. She suggested that a lease of 15 years or longer was an appropriate term. She did not believe that Council should be in the business of running camping grounds. She highlighted the various economic and community benefits that Wanaka gained from having the Wanaka Camping Ground but noted that it needed some improvements, particularly the kitchen area, bathrooms and toilet facilities. Mrs King stated that she was aware that camping grounds were seasonal businesses. She also understood the Council's reasons for considering outsourcing, but she stressed the importance of the camping grounds remaining in existence.

In reply to questions from the panel, she stated that the Wanaka Holiday Park should remain at its current size but noted that the landscaping needed to be finished. In reply to a further question, she agreed that lower standards of amenity were appropriate at facilities like the Albert Town Camping Group, but still believed that toilets and a water source were important services.

Submitters in Opposition

Lesley Anderson

Ms Anderson addressed the panel about her concerns that public access through the Albert Town and Glendhu Bay camping grounds should remain in place if they were leased to commercial parties. She stated that this was important as they were also public reserves. She noted that the Glendhu Bay Holiday Park in particular covered a very large area of land and lakefront, and there were facilities at the lakefront that should be publicly accessible. She was concerned that leasing these camps to a

HEARING OF SUBMISSIONS ON HOLIDAY PARK OUTSOURCING OPTIONS 19 JUNE 2014

Page 3

commercial entity would prevent public access across the reserve to the lakefront and public facilities like boat ramps, toilets and cycle ways.

Members of the panel confirmed that at present the boat ramp at Glendhu Bay was used in conjunction with the camp. It was noted that there was easy access at most times of year, but not at the height of the summer holiday season when the area was often congested with vehicles and boat trailers. Council plan to construct a public boat ramp in the west Glendu Bay reserve adjacent to but outside the proposed campground lease area

It was noted that the Reserves Act 1977 permitted the imposition of a condition to the lease agreement requiring on-going public access to reserves. Similar public access was also needed at the Albert Town Camping Ground where the public used the walking/cycling track which went through the camping ground all year round and also sought year-round access to the river for fishing. Ms Anderson agreed that a condition which allowed public access, albeit if it excluded the height of the holiday season, would satisfy her concerns.

The panel observed that the on-going provision of traditional kiwi camping practice was needed at the Albert Town Camping Ground.

Right of Reply

Mr Speedy advised that the recommended course of action to lease out the camping grounds did not propose any major change of service provision from what was currently offered. He added that the Council did not seek to compete with commercial providers but acknowledged that holding camping grounds in close range of the CBD was advantageous. He agreed that potentially making these facilities available at a discounted rate using ratepayer funds was not a good competitive platform with other providers and stressed that a key aim of leasing out the camping grounds was to achieve a rental charge consistent with the market.

End of hearing

It was noted that the granting of leases would be subject to the approval of the full Council.

All submitters were advised that they would receive a personal response to their submissions after the panel had made its final determination.

The public part of the hearing concluded at 10.38am.

The hearing reconvened without the public in attendance at 10.49 am.

Mr Speedy advised of the following procedural matters:

 Campgrounds were not deemed to be a significant or strategic asset under legal definitions.

HEARING OF SUBMISSIONS ON HOLIDAY PARK OUTSOURCING OPTIONS 19 JUNE 2014

Page 4

- Consultation had been undertaken with local iwi and the relevant correspondence was included in the agenda papers.
- The decision-making processes required by the Local Government Act had been fulfilled with consideration given to the options and financial benefits, whilst the consultation undertaken had been commensurate with the level of significance.

He advised the panel that they could be confident that the consultation and decision-making had been executed correctly.

Members agreed that it was important to maintain public access rights to the beach and boat ramps adjacent to the Glendhu Bay and Albert Town Camps, but considered that the request from present operators of the campgrounds that access be limited at the height of the holiday season was reasonable (ie, six weeks over the summer). Year-round public access to the Albert Town Camping Ground was necessary and would fit with the more informal style of camping which characterised this camp.

Members noted that reasonable access to reserves could be limited for the 'protection and well-being of the reserve' (Schedule 1 of Reserves Act).

There was further discussion about the most appropriate pricing point for the Council camping grounds, with a balance needed between ensuring that the operators received a return on their investment alongside the importance of not competing with other commercial operators.

The point was also raised in submissions the benefits of having a range of different types of 'holiday parks'. A desire was expressed to ensure that Council hold-up its commitment to providing 'kiwi camping grounds', and their desirability as 'simple' and financially feasible for all New Zealanders. The range of 'holiday parks' vary from high levels of service in sterile urban environments with a broad range of facilities, i.e. swimming pools and extensive children's playgrounds, to 'kiwi camping grounds' with simple facilities, i.e. hot showers and communal cooking areas in a secure environment, through to very basic facilities, no more than toilets and safe drinking water, i.e. Albert Town campground.

Members considered the process should operators wish to make any change or improvement to a camping ground and agreed it would be prudent for such changes to have Council approval (eg via Property Subcommittee).

On the motion of Councillors Forbes and MacLeod it was resolved that the hearings panel:

- 1. Note the submissions to the proposed intention to grant a long-term lease over holiday park recreation reserves together with advice from officers:
- 2. Agree that a long-term lease of 15 years or longer under Section 54 of the Reserves Act 1977 shall be granted for the following areas of reserve land:

HEARING OF SUBMISSIONS ON HOLIDAY PARK OUTSOURCING OPTIONS 19 JUNE 2014

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Reserve Land known as:	Designation:	Contained in parcel(s) of Legal Description:	Total Area:
Queenstown Lakeview Holiday Park 4 Cemetery Road, Queenstown	Recreation reserve Recreation reserve Recreation reserve Freehold	Part Blk XXXII TN OF Queenstown Section 1 Block LVI TN OF Queenstown Part Blk LVI TN OF Queenstown Section 1 SO 12299	27025 m ²
Arrowtown Born of Gold Holiday Park 11-21 Suffolk Street, Arrowtown Wanaka Lakeview Holiday Park	Recreation reserve Recreation reserve Recreation reserve Recreation reserve	Section 38 Block VII Shotover SD Lot 25 DP 12525 Lot 43 DP 12741 Section 12 Block XV TN OF Wanaka	28467 m ² 47645 m ²
McDougall Street, Wanaka Albert Town Camp Ground Lake Hawea - Albert Town Road, Albert Town	Recreation reserve	Lot 1 DP 375247	81535 m ²
Glendhu Bay Lakeside Holiday Park Wanaka-Mount Aspiring Road, Wanaka	Recreation reserve Recreation reserve	Section 1 Block XV Lower Wanaka SD Section 2 Block XV Lower Wanaka SD	122214 m ²

3. Instruct the Chief Executive to:

- i. Prepare and negotiate the terms and conditions of the long-term lease for recommendation to the Council:
- ii. Ensure that the long-term lease:
 - a. Contains a provision requiring the Lessee to seek the Council's approval for any building or improvement work undertaken, work which shall include the construction of a building or improvement; the alteration, reinstatement or extension of an existing building or improvement
 - b. Has the option to restrict the public from accessing the grounds of the Glendhu Bay Lakeside Holiday Park for a six week period during the summer months.
 - C. Provides for year-round public access to the grounds of the Albert Town Camp Ground.

The meeting concluded at 11.38am

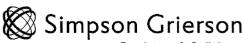
LONG TERM LEASE

RESERVE LEASE (CAMPING GROUNDS)

QUEENSTOWN LAKES DISTRICT COUNCIL

CCR LIMITED

AGERTA HOFSTEENGE RUDOLF ANTHONIUS SANDERS ANTONIUS HERMANUS SPIJKERBOSCH ERNA MAY SPIJKERBOSCH



Barristers & Solicitors Auckland, Wellington & Christchurch New Zealand www.simpsongrierson.com

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Document Set ID: 8998892 Version: 1, Version Date: 09/09/2025 DEED OF LEASE DATED

31 October

2014

BETWEEN

- 1. QUEENSTOWN LAKES DISTRICT COUNCIL (Council)
- 2. CCR LIMITED (Registered Company 4373519) (Lessee)
- 3. AGERTA HOFSTEENGE, RUDOLF ANTHONIUS SANDERS, ANTONIUS HERMANUS SPIJKERBOSCH and ERNA MAY SPIJKERBOSCH (Guarantor)

BACKGROUND

- A. The Council is the owner of the Premises.
- **B.** At the date of this Lease, the Premises are used as sites for public camping grounds and holiday parks to provide accommodation for holidaymakers.
- C. The Council has resolved to outsource the public camping ground and holiday park operations at the Premises on a long term basis, in a manner that:
 - a. requires minimum active involvement from the Council, while retaining quality and safety standards and good business practices;
 - safeguards proper and professional management of the public camping grounds and holiday parks at the Premises to provide visitors with the best possible camping experience through quality and safety standards;
 - **c.** ensures that quality, short term camping accommodation is available to support the district economy and growth
 - d. provides a traditional and simple "kiwi-camping experience" for visitors with a broad range and standard of facilities across the sites that make up the Premises, and in a manner that is financially feasible for all users.
- D. The Council has determined that the best method of achieving its resolution specified in paragraph C above is to sell the Assets, as defined in clause 1.1 of Schedule 1 to this Lease, and grant a lease of the Premises.
- E. The Lessee is experienced in the management of public camping grounds and holiday parks and is the current operator of the public camping grounds and holiday parks located at the Premises under an Operational Management Agreement with the Council dated 25 October 2013.
- F. The Lessee is committed to providing visitors with a quality camping experience and to managing, maintaining and developing its assets at the Premises in a viable manner to suit changing market requirements and expectations.
- G. The parties have entered into this Lease to record the terms on which the Council will sell to the Lessee the Assets, as defined in clause 1.1 of Schedule 1 to this Lease, and the Lessee will lease the Premises from the Council.

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H. In consideration of the Council granting the Lease to the Lessee, at the Guarantor's request, the Guarantor has agreed to guarantee the performance by the Lessee of the Lessee's covenants in this Lease.

GRANT

Conditional on performance by the parties of their obligations in clause 4 of Schedule 1 to this Lease, the Council leases to the Lessee under section 54(1)(a) of the Reserves Act 1977 and the Lessee accepts the lease of the Premises for the Term and at the Rent and subject to the covenants, conditions, agreements and restrictions in this Lease.

Executed as a deed.

Signed on behalf of QUEENSTOWN LAKES DISTRICT COUNCIL

Authorised Signatory - Print Name and Position Held

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Signature of director

Signature of director

Signature Agerta Hofsteenge

SIGNED by CCR LIMITED

by its directors:

Witness (if less than two directors sign):

Signature of witness

Conwer Offrein

Occupation of witness

SIGNED by AGERTA HOFSTEENGE

as Guarantor in the presence of:

Witness:

Signature of witness

PAUL MACRAE
Full name of witness

COUNCIL OFFICER

Occupation of witness

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SIGNED by RUDOLF ANTHONIUS SANDERS as Guarantor in the presence of:	Signature Rudolf Anthonius Sanders
Witness:	
Signature of witness Paul Machae Spekm Full name of witness	
Council Official . Occupation of witness	
SIGNED by ANTONIUS HERMANUS SPIJKERBOSCH as Guarantor in the presence of:	Signature Antonius Hermanus Spijkerbosch
Witness:	
Helera On	
Signature of witness	

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Reserve Lease (Camping Ground)

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by SIGNED **ERNA** SPIJKERBOSCH as Guarantor in the presence of:

Signature Erna May Spijkerbosch

Witness:

Signature of witness

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REFERENCE SCHEDULE

PREMISES:

The following premises as approximately hatched green on the plans attached at Schedule 3 and located at the Reserves, including the land, buildings and other structures located on or forming part of the Premises, excluding the Third Party Cabins and the land on which they are located:

- 1. Queenstown Lakeview Holiday Park1
- 2. Arrowtown Born of Gold Holiday Park
- 3. Wanaka Lakeview Holiday Park
- 4. Albert Town Camp Ground
- 5. Glendhu Bay Lakeside Holiday Park

RESERVES:

The reserves listed in the table attached as Schedule 4

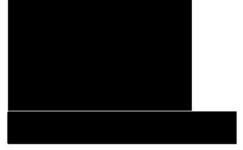
TERM:

COMMENCEMENT DATE:

EXPIRY DATE:

RENEWAL TERMS (IF ANY):

LEASE PREMIUM:



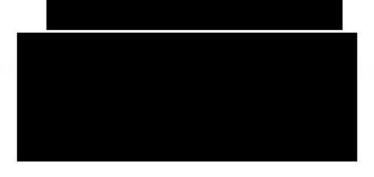
RENT:

- 1. Queenstown Lakeview Holiday Park
- 2. Arrowtown Born of Gold Holiday Park
- Wanaka Lakeview Holiday Park incorporating Albert Town Camp Ground
- 4. Glendhu Bay Lakeside Holiday Park





DEFAULT INTEREST:



Subject to and in accordance with clause 6 of the Special Provisions, at the Commencement Date, the Queenstown Lakeview Holiday Park Premises excludes the first floor of the St John's Building as identified on the plan of that part of the Premises attached at Schedule 3.

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REQUIRED USE:

Public camping grounds and holiday parks to provide accommodation for holidaymakers and any other use approved by the Council acting in its sole discretion provided such use is permitted under the Act and any applicable Management Plan

THIRD PARTY CABINS

The separately owned, relocatable units leases from World Wide Publications Limited and Landford Investments Limited as follows:

- Worldwide Publications Limited: 3 units located at Queenstown Lakeview Holiday Park
- Landford Investments Limited: A total of 19 units, with 3 located at Queenstown Lakeview Holiday Park, 13 located at Arrowtown Born of Gold Holiday Park and 3 located at Wanaka Lakeview Holiday Park

OVERFLOW CAMPING SITES

Queenstown - the area of land adjoining the "old camping ground" at Queenstown Lakeview Holiday Park

Arrowtown - the area of land adjoining Jack Reid Park and rugby ground

MINIMUM PUBLIC RISK INSURANCE COVER:

\$5,000,000.00

REPORTING REQUIREMENTS:

The Lessee will report to the Council as requested, but at least annually on the following:

- Usage rates for the Required Use (i) operated from the Premises;
- As provided for in clause 4 all Records (ii) requested relating to the operation of the Required Use from the Premises.

COUNCIL'S CONTACT DETAILS:

Commercial Manager/General Manager Operations Queenstown Lakes District Council Private Bag 50072 Queenstown 9348

Telephone 03 4410499

LESSEE'S CONTACT DETAILS:



Telephone: Erna Spijkerbosch Agerta Hofsteenge

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GUARANTOR CONTACT DETAILS:



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GENERAL PROVISIONS

1. INTERPRETATION

In this Lease unless the context indicates otherwise:

1.1 Definitions:

"Act" means the Reserves Act 1977;

"Building Work" means work for or in connection with the construction, alteration, demolition or removal of a building or any structures or improvements and includes earthworks preparatory to or associated with that construction, alteration, demolition or removal and any work of a structural or retaining nature, and services associated with that work;

"Business" means the business of operating the Required Use from the Premises:

"Council" means Queenstown Lakes District Council in its capacity as land owner and administering body under the Act;

"Council's Buildings and Improvements" mean any buildings, improvements or structures located on the Premises at the Commencement Date, and includes any Third Party Cabins but only if the Council is the lessee of those Third Party Cabins;

"GST" means the goods and services tax imposed by the Goods and Services Tax Act 1985 and includes any tax levied in substitution of such tax;

"Insured Risks" means loss, damage or destruction resulting from fire, flood, explosion, lightning, storm, earthquake and volcanic activity and any other risks which the Council is reasonably required to be insured against (or has covenanted with the Lessee to be insured against);

"Lease" means this deed of lease including the recitals, schedules, annexures and any amendments to it made in writing between the parties;

"Lease Premium" means the lump sum payable by the Lessee on the Commencement Date for the Council's grant of the Lease for the Term, such lump sum being payable in addition to the Rent;

"Lessee" means the Lessee set out on page 1.

"Lessee's Buildings and Improvements" mean any buildings, improvements or structures erected on the Premises by the Lessee, with the consent of the Council, during the Term of this Lease, and includes any Third Party Cabins that the Lessee leases or takes over a lease of during the Term of this Lease;

"Management Plan" means any Management Plan prepared under section 41 of the Act for the Reserves;

"Minister" means the Minister of Conservation;

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"Outgoings" includes:

- (a) all regional and territorial authority rates;
- (b) all charges for water, electricity, gas, telecommunications, and any other service or utility charges for the Premises, including line charges;
- (c) rubbish collection, waste disposal and recycling charges;
- (d) New Zealand Fire Service charges for all fire detection and fire-fighting equipment and related maintenance for the Premises;
- (e) any insurance excess imposed in respect of a claim and all insurance premiums and related valuation fees for the Premises;
- (f) cleaning, maintenance and repair charges for the Premises, including charges for repainting, decorative repairs and the maintenance and repair of the Premises;
- (g) provisioning of toilets, laundries, kitchens showers, bathrooms and similar facilities;
- (h) cost of maintaining lawns, gardens and planted areas and repair of fences;
- yard, internal roadway and carparking area maintenance (including any charges for paving and/or sealing whether or not such work is carried out by the Council);
- costs incurred and payable by the Council in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004; and
- (k) any other costs, expenses or charges related to the Premises and the Required Use that are not the specific responsibility of the Council under this Lease.

"Premises" means the premises defined in the Reference Schedule;

"Records" means all information relating to the operation of the Required Use from the Premises and the management of the Lessee's Business operation from the Premises, including (but not limited to) financial records, invoices, emails, Business plans and receipts;

"Reserves" means the Reserves named in the Reference Schedule: and

"Working Day" has the meaning given to it by the Property Law Act 2007.

- **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.3 Parties: references to parties are references to parties to this Lease;
- 1.4 Persons: references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other

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- entities in each case whether or not having separate legal personality, and words importing one gender will include the other genders;
- 1.5 Plural and Singular: words importing the singular number will include the plural and vice versa:
- 1.6 Nature of components in this Lease: clauses, appendices and schedules of this Lease form part of the operative provisions of this Lease and are binding upon the parties. The background paragraphs and clause headings in this Lease are for reference purposes only. They are not intended to be binding upon the parties and will not affect the meaning or interpretation of this Lease.
- 1.7 Statutes and Regulations: references to any statutory provision will include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. TERM

- 2.1 Initial Term: The Term of this Lease will commence on the Commencement Date and will end at 12.00 pm on the Expiry Date.
- 2.2 No Right of Renewal: There is no right of renewal.
- 2.3 Holding Over: If the Lessee with the consent of the Council continues to occupy the Premises beyond the Term of the Lease, the Lessee will do so under a periodic tenancy determinable by twenty (20) Working Days' notice in writing given at any time by either party to the other and otherwise on the terms contained in this Lease, including payment of Rent at the rate payable at the expiry of the Term.

3. LEASE PREMIUM, RENT AND OUTGOINGS

3.1 Lease Premium: The Lessee must pay to the Council the Lease Premium in full on the Commencement Date.

3.2 Payment of Rent:

- The Lessee must pay to the Council the Rent by equal monthly (a) instalments in advance, the first of these instalments being due on the Commencement Date.
- The Lessee must not reduce any payment of Rent by making any (b) deduction from it or set off against it.

3.3 Outgoings:

- The Lessee must punctually pay all Outgoings whether addressed to the (a) Council or the Lessee.
- (b) Where any of the Outgoings are not charged only for the Premises or the Term then the Lessee is only obliged to pay a fair proportion of those Outgoings depending on the period during which, and the area over which, the Outgoing has been charged.

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(c) The Lessee's liability to pay Outgoings arising during the Term will continue after the end or earlier termination of the Term.

3.4 Rent Review:

(a) The Rent is subject to review on the Rent Review Dates set out in the Reference Schedule.



- (d) The annual rent agreed, determined or imposed pursuant to this clause 3.4 will be payable as from the relevant Rent Review Date, but subject to clause 3.6.
- (e) At the option of either party the Rent review may be recorded in a deed, at the cost of the Lessee.



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Reserve Lease (Camping Ground)







- (a) Pending determination of the new Rent under clause 3.5, the Lessee shall from the relevant Rent Review Date, until the determination of the new Rent pay an interim Rent at the rate set out in the Council's Notice under clause 3.5(a).
- (b) Upon determination of the new Rent, any overpayment will be applied in payment of the next month's Rent and any amount then remaining will immediately be refunded to the Lessee. Any shortfall in payment shall be immediately payable by the Lessee.
- 3.7 GST: The Lessee must pay all GST on the Rent and other payments made by the Lessee under this Lease either to the Council or as the Council directs, as well as any additional GST the Council may be required to pay as a result of the Lessee's failure to pay when required.

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3.8 Interest on Rent and Other Moneys Owing: If Rent or any moneys payable by the Lessee to the Council remain unpaid for five Working Days after the due date, the Lessee will pay interest to the Council on the unpaid Rent or other moneys at the rate fixed in the Reference Schedule calculated from the due date to the date of payment to the Council.

4. REQUIRED USE AND REPORTING REQUIREMENTS

- **Required Use:** Subject to clause 5 of this Lease, the Lessee may only use the Premises for the Required Use. The Lessee acknowledges that a change in the Required Use is expressly prohibited under this Lease.
- 4.2 Reporting Requirements: The Lessee must:
 - keep, store and maintain Records in accordance with proper business/accounting practices and all applicable laws;
 - (b) make sure the Records clearly identify all relevant income derived and expenses incurred in the operation of the Required Use from the Premises; and
 - (c) make sure the Records are readily accessible.
- 4.3 Access to Records: Subject to applicable laws relating to privacy and protection of information and to clause 23 of the General Provisions, the Lessee grants the Council full and unrestricted access to the Records during the Term of this Lease. The Records will be made available to the Council, upon request, for inspection and review at the Lessee's place of business. In addition, the Lessee must provide such copies of Records to the Council as the Council reasonably requests if required by the Council for legal, business or operational purposes of the Council related to this Lease. All information provided by the Lessee must be in a format that is useable by the Council for the purposes of review and inspection, and made available within a reasonable time of the request.
- 4.4 Immediate Access: The Lessee must co-operate with the Council to provide Records immediately if the Records are required by the Council to assess the new rent payable at a Rent Review Date in accordance with clause 3 and Schedule 2, or any adjusted Rent payable as a result of a partial cancellation of this Lease as provided for in the Special Provisions.
- **4.5** Financial Statements: In addition to requests made by the Council pursuant to clauses 4.3 and 4.4, the Lessee must, subject to clause 23 of the General Provisions, provide:
 - (a) an annual financial statement certified by a chartered accountant, in respect of the period of 1 July to 30 June, to be provided no later than 30 September, detailing all revenue and expenses in respect of the Required Use on the Premises; and
 - (b) quarterly financial statements to be provided no later than one calendar month after the end of the relevant quarter.

Each financial statement must include an income statement, statement of financial position and cashflow statement in relation to the Premises.

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CONDUCT ON THE PREMISES

- **5.1 Use:** The Lessee must not use or permit the Premises or any part of the Premises to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or immoral or which is or may become a nuisance or annoyance to the Council or to the owner or occupier or any neighbouring property.
- **5.2** Permanent and semi-permanent occupation prohibited: The Lessee will not allow the Premises to develop into or function as a permanent or semi-permanent housing area nor allow individuals to erect permanent or semi-permanent huts or cabins for their own use.
- **Supervision and control of Premises:** The Lessee will, at its own cost, maintain, supervise and control the use of the Premises to a high standard. In particular, the Lessee will:
 - ensure that the Premises are properly staffed with sufficient numbers of competent employees to enable the Lessee to carry out the Required Use efficiently and in accordance with best business practice;
 - (b) ensure that all employees are properly trained on an ongoing basis and are advised of any relevant laws, bylaws, rules and regulations that apply to the use of the Premises for the Required Use;
 - (c) ensure that all employees shall at all times present a neat and clean appearance and wear appropriate apparel and give competent and friendly service to holidaymakers at the Premises;
 - (d) ensure that the Required Use is operated at all times in accordance with any rules developed under clause 5.5; and
 - (e) ensure that any complaints received from holidaymakers or members of the public in respect of the operation of the Required Use from the Premises are resolved in accordance with the complaints procedure developed under clause 5.5.
- **Noise:** The Lessee must limit noise levels to a moderate level and in particular must keep the noise level within the requirements of the District Plan and any resource consent issued in respect of any relevant activity on the Premises.
- Lessee's Rules and Complaints Procedure: The Lessee shall make rules for the management and control of the Premises and for the conduct of persons using the Premises and a complaints procedure to manage any complaints from holidaymakers or members of the public. The rules must not be inconsistent with the terms of this Lease or the provisions of the Act or Management Plan. Before the rules and complaints procedure come into effect they must be approved by the Council (with consent not to be unreasonably withheld).
- **Management Plan:** Where the Reserves fall under a Management Plan, the Lessee will comply with the terms of the current Management Plan for the Premises and the Reserves of which the Premises form part.

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- 5.7 Statutory obligations: The Lessee must, in its occupation, management and use of the Premises, comply with the Act, the Resource Management Act 1991, the Building Act 2004 and any other relevant legislation.
- 5.8 No complaint: The Lessee agrees that it will not complain or object to, or cause others to complain, make a submission or object to, or publicly comment on or participate in any objection or appeal which opposes any designation, resource consent or notice of requirement, or variation, change or modification to existing or future lawful uses of any land adjacent to or adjoining any part of the Premises without the prior written approval of the Council, or take any other action that may have the effect of preventing, interfering with or limiting any future plans for any land adjacent to or adjoining any part of the Premises. The Council must duly consider any request for written approval under this clause but retains the right not to give written approval in its absolute discretion.

6. LIQUOR LICENCES

6.1 Consent Required: The Lessee must not apply for a liquor licence for the Premises unless otherwise agreed in writing with the Council (in its capacity as landowner).

7. ACCESS AND SECURITY

- 7.1 **Exclusive use:** The Lessee shall be entitled to exclusive use of the Premises, subject to the limitations of the Act and any relevant Special Provisions contained in this Lease.
- 7.2 Fees: The Lessee must obtain the Council's approval for any camping fees, other occupation fees and bonds charged to the public for use of the Premises.
- 7.3 Right to refuse entry: The Lessee may refuse to admit to the Premises or may remove from the Premises any person:
 - who is disorderly or disreputable; (a)
 - (b) who by reason of intoxication or other reasons is not in a proper condition to use the Premises;
 - who is not properly and decently attired and clean in person; (c)
 - who behaves in an indecent and disorderly manner or annoys or is (d) offensive to any other person using the Premises;
 - who fails or refuses to comply with any lawful request of the Lessee or (e) its agents or employees given for the purpose of enforcing the terms of this Lease or of maintaining the proper management and preservation of the Premises and the comfort and convenience of the people using the Premises:
 - (f) who fails or refuses to comply with any rule or rules prescribed by the Lessee for the administration of the camping ground and the Premises, provided that such rules have been approved by the Council under clause 5.5.

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- 7.4 Health and Safety: The Lessee will take all practicable steps to provide its employees and visitors with a healthy and safe environment and ensure that its employees and visitors comply with all directions and instructions from the Lessee regarding health and safety. In particular:
 - the Lessee must comply at all times with the requirements and (a) provisions of the Health and Safety in Employment Act 1992 (HSEA) and any applicable codes of practice and best practice guidelines applicable to the terms of this Lease:
 - (b) the Lessee is responsible for developing and implementing an occupational health and safety plan for the use of the Premises for the Required Use and for use of the Maintenance Shed (as that term is defined in clause 6 of the Special Provisions) and for ensuring that the Premises and Maintenance Shed are compliant with the HSEA;
 - the Lessee must maintain an accident register at all times and will record (c) all accidents to the Lessee's employees and contractors, or other visitors to the Premises and the Maintenance Shed:
 - the Council, or any person authorised by the Council, may require an (d) independent audit of the Lessee's operations from time to time (at the Lessee's cost) to verify that the Lessee has adequate safety management systems in place, and for compliance with those systems and any safety requirements of this Lease. The Lessee will co-operate in providing the Council with any relevant information.
- 7.5 The Lessee acknowledges that the areas shown marked in brown on the plans attached at Schedule 3 are public access tracks and roads available for the public to obtain access, on a non-exclusive basis, to adjoining and adjacent land. The Lessee agrees that the public are entitled to pass and repass along any areas marked in brown on the plans attached at Schedule 3, provided that they comply with the Lessee's reasonable security and operational requirements.

8. **BUILDING AND PAINTING**

- 8.1 Consent Required: Subject to the provisions of this clause 8, the Lessee must not:
 - erect or carry out any building or improvement including erecting any (a) Lessee's Buildings and Improvements; or
 - alter, reinstate or extend any existing building or improvement; or (b)
 - paint the exterior of any building or improvement; (c)

on the Premises without first giving plans and specifications of the proposed work (if appropriate) to the Council and obtaining the prior written consent of the Council (such consent not to be unreasonably withheld) in addition to any approval required from the Council as a regulatory authority.

8.2 Conditions: Without limiting the grounds on which the Council may withhold consent under clause 8.1, the Council may also as a condition of any consent require that the proposed work:

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- (a) is consistent with any applicable Management Plan; and
- (b) complies with any reasonable standards applicable to the Reserves (whether or not included in the Management Plan) which the Council may from time to time set as to the design, quality, materials and colour of any buildings and improvements; and
- (c) will not in the opinion of the Council create more than minor adverse environmental effects or overload or endanger the proper working of any services, utilities or amenities.
- 8.3 Work Carried Out under Supervision: If the Council gives its approval and consent under clauses 8.1 and 8.2 then the Lessee must arrange for the Building Work to be carried out under the supervision of an architect, project manager, engineer or other suitably qualified person in a proper and workmanlike manner in accordance with the approved plans and specifications and all approvals, permits and consents.
- 8.4 Lessee Obtain Consents: The Lessee must obtain all consents required under the Building Act 2004 and the Resource Management Act 1991 and provide the Council with a copy of those consents. The Council will be responsible for obtaining any Building Warrant of Fitness required for the Premises.
- 8.5 No Warranty: In granting consent or approval under this clause 8 the Council will not be deemed to have warranted that the plans or specifications are suitable for the Lessee's purposes or that any person involved in the work is suitable or adequately qualified.
- 8.6 Builders Risk Insurance: During the construction of the Building Work the Lessee must maintain, in the joint names of the Council and the Lessee for their respective interests, builders' risk and public liability insurance for amounts approved by the Council and will provide the Council with a copy of the policies. All Building Work is at the sole risk of the Lessee.
- 8.7 Council's Power to Stop Work: If during the course of the Building Work the Council reasonably considers the Lessee is failing to adhere to the approved plans or specifications, the project programme, the standards referred to in clause 8.2.(b), or reasonably considers that the project is not being properly managed, the Council may by notice in writing to the Lessee require that all work in the Premises stop immediately, or require it to take other action as necessary to mitigate the Council's concerns.
- 8.8 Code Compliance Certificate: On completion of the Building Work the Lessee must provide the Council with a copy of the code compliance certificate under the Building Act 2004 and a complete set of drawings accurately showing buildings and improvements on the Premises as constructed or altered.
- 8.9 Signs: The Lessee must not erect, paint, display or allow on the Premises any signs, notices or advertising material unless the Lessee first obtains the prior written consent of the Council in each case. Consent will not be unreasonably withheld in respect of a sign, notice or advertising material describing the Required Use carried on at the Premises and conforming to the Council's reasonable requirements. It will be a condition of any consent that any approved sign must comply with the relevant Council bylaws, District Plan, Management Plan and have necessary regulatory approvals. At the expiry or earlier

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termination of this Lease, the Lessee must remove any such sign, notice or advertising material and make good any damage caused by its removal.

MAINTENANCE OF BUILDINGS/IMPROVEMENTS

- 9.1 Good Order and Repair: Subject to clause 9.5, the Lessee must keep and at its sole cost, maintain to the satisfaction of the Council any buildings or improvements on or forming part of the Premises including the Council's Buildings and Improvements and the Lessee's Buildings and Improvements in good, clean and substantial order, repair and condition, other than fair wear and tear arising from reasonable use or damage caused by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk for which the Council is (or has covenanted with the Lessee to be) insured against, unless:
 - (a) the damage was intentionally caused by the Lessee or by those for whom the Lessee is responsible; or
 - (b) the damage was the result of an act or omission by the Lessee or those for whom the Lessee is responsible and that act or omission:
 - (i) occurred on or about the Premises or on or about the Reserves on which the Premises are situated; and
 - (ii) constitutes an indictable offence within the meaning of the Summary Offences Proceedings Act 1957;

then the Lessee is liable for the cost of making good that damage.

- 9.2 Repairs and Replacements: The Lessee's obligation to maintain and repair the Premises includes repairing or replacing as reasonably necessary any windows (both interior and exterior), doors, glazing, light fittings, light bulbs, electrical wiring, carpets and floor coverings, surface and subsurface structures (including cables, pipes and drains) to the point of connection to the mains network (whether that connection is located inside or outside the Premises) and minor repairs to the roof and external cladding of any building, and to avoid doubt, includes interior and exterior painting.
- **9.3 Toilets:** The toilets, sinks, shower facilities and drains shall be maintained by the Lessee and used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.
- **9.4 Reinstatement:** At the end of the Term the Lessee will yield up the Premises in good, clean and substantial order, repair and condition and if necessary make good any damage so as to reinstate the Premises to the condition it was in at the Commencement Date.
- 9.5 Council's Maintenance: Subject to the Lessees maintenance obligations under clauses 9.1 to 9.3, and subject to clause 9.6, the Council will be responsible for repair and maintenance of the roof and external cladding and any repairs of a structural nature to any Council Buildings and Improvements on or forming part of the Premises, that are necessary for the Lessee's continued use and enjoyment of the Premises for the Required Use. The Council must keep any Council Buildings and Improvements forming part of the Premises weather-tight and in good order and repair and suitable for use by the Lessee for the Required Use within a reasonable time of the requirement for such repairs and maintenance

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- having been brought to the Council's notice either by the Lessee or any other person.
- Maintenance of Lessee Improvements: To avoid doubt, the parties agree that 9.6 the Lessee is solely responsible for all maintenance and repair of any Lessee's Buildings and Improvements constructed on the Premises.
- Access to Carry out Maintenance: The Council has the right to enter upon the 9.7 Premises at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) to carry out repairs or maintenance under clause 9.5.
- 9.8 Notice of need for Council Maintenance: If the Council fails to carry out any repair or maintenance to any Council Buildings and Improvements required under clause 9.5 and that failure has a material adverse effect on the Lessee's use, operation and enjoyment of the Premises, then, without prejudice to the Lessee's other rights and remedies, the Lessee may give the Council written notice specifying the failure and requiring the Council to remedy the failure.
- 9.9 Failure to Comply with Notice: If the Council fails to remedy any failure notified under clause 9.8 within a reasonable time after receipt of such notice (having regard to the nature, extent and urgency of the failure in any particular case), then after giving the Council five Working Days' notice of its intention to do so, the Lessee may carry out the repair or maintenance to remedy the failure and the Council must pay the cost of that work on demand (together with Default Interest as set out in the Reference Schedule from the time of payment by the Lessee until the Council reimburses the Lessee).

10. GROUNDS MAINTENANCE

- Tidy Condition: The Lessee must at all times, at its sole cost, maintain the 10.1 grounds and surrounds of the Premises, including any lawns, gardens, fences and paths, in a tidy and attractive condition to the satisfaction of the Council, including:
 - (a) keeping the Premises free from rubbish, stones and broken glass and keeping rubbish bins and containers in a tidy and sanitary condition;
 - maintaining existing formed access routes included in the Premises to a (b) satisfactory standard:
 - mowing any lawns included in the Premises regularly; (c)
 - keeping any gardens and planted areas weeded and watered and (d) replacing plants and shrubs which die or are destroyed;
 - (e) maintaining the storm or wastewater drainage system including downpipes and guttering clear and unobstructed;
 - maintaining trees on the Premises in a neat and tidy condition and any (f) tree work must only be undertaken by a qualified arborist and trees may not be felled without the prior written approval of the Council;

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- (g) taking effective measures to prevent any noxious weeds and recognised environmental plant pests growing on the Premises and complying with the provisions of the Biosecurity Act 1993; and
- (h) taking effective measures to keep the Premises free from rabbits and other vermin.
- **10.2** Trees: The Lessee may with the prior written consent of the Council plant new trees on the Premises in places approved by the Council.
- 10.3 Fencing: The Lessee is solely responsible for fencing the Premises to a reasonable standard having regard to the Required Use, and must maintain all fences to a reasonable standard at all times, at its sole cost. The Lessee must not damage or remove any fencing existing at the commencement of this Lease without the prior written consent of the Council. Despite this clause, if the Council removes any fences on or adjoining the Premises, or causes any such fences to be removed, it will replace, or reinstate them at its own cost.
- **10.4** Fencing Act: The Council shall have no liability to contribute to fencing for the purposes of the Fencing Act 1978.

11. INSPECTIONS

- 11.1 Council's Right to Inspect: The Lessee must allow the Council or any person authorised by the Council at all reasonable times on to the Premises to inspect them.
- Notice to Repair or Obtain Approvals: If the Council gives the Lessee notice of failure to do repairs or obtain approvals required by this Lease, the Lessee must carry out work or obtain approvals with all speed and complete the work in a diligent and workmanlike manner. To avoid doubt, the Council is not entitled to give notice under this clause requiring the Lessee to carry out work or obtain approvals that are the responsibility of the Council under this Lease.
- 11.3 Failure to Comply with Notice: If the Lessee fails to comply with clause 11.2 or the approvals are not granted then the Council is entitled to enter the Premises and carry out the work and remove or make good unauthorised work and the Lessee must pay the cost of that work on demand (together with Default Interest as set out in the Reference Schedule from the time of payment by the Council until the Lessee reimburses the Council).

12. INSURANCE, RISK, INDEMNITY AND TAXATION

12.1 Council to Insure Buildings: The Council will at all times during the Term of the Lease insure and keep insured the Council's Buildings and Improvements and the Landlord's fittings and fixtures to their full replacement value against the Insured Risks. To avoid doubt, the parties agree that the Council is not required to insure any Lessee's Buildings and Improvements. The Lessee is responsible for payment of any reasonable insurance excess imposed in respect of any claim, and all insurance premiums payable for the Premises as an Outgoing under this Lease.

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- 12.2 Lessee's Public Liability Insurance: During the Term of the Lease, the Lessee will at its own cost keep at all times with a reputable insurance company in the joint name of the Council and the Lessee for their respective rights and interests public risk insurance applicable to the Premises and the Business carried on, in, or from the Premises for an amount not less than the minimum public risk insurance cover in the Reference Schedule or such other amount as the Council may from time to time reasonably require.
- 12.3 Lessee's Contents Insurance and Insurance of Lessee's Improvements: The Lessee will be responsible for arranging its own contents insurance and insurance to full replacement value against the Insured Risks for any Lessee's Buildings and Improvements.
- 12.4 Lessee Proof of Insurance Cover: The Lessee must, if required, produce to the Council copies of all insurance policies effected by the Lessee under clauses 12.2 and 12.3 and proof of payment for those insurance policies.
- 12.5 Lessee Not to Void Insurance: The Lessee must not allow anything to be done on the Premises that would result in:
 - any insurance policy covering the risk of loss or damage to the Premises (a) becoming void or voidable; or
 - (b) (except with the Council's prior written approval) the premium payable on any such insurance increasing, in which case the Lessee will pay any extra premium payable.
- 12.6 Risk: The Lessee uses the Premises at its risk and releases, to the full extent permitted by law, the Council, its employees and agents from all liabilities, claims and demands of any kind which may arise in respect of any accident, damage, injury or loss suffered by any person or property in or about the Premises, or in connection with the Lessee's use of the Premises.
- 12.7 Lessee Indemnifies Council: The Lessee indemnifies the Council against all costs, claims and demands in respect of injury or damage resulting from any act or omission of the Lessee or any member, employee or invitee of the Lessee.
- Limitation of Indemnity: Notwithstanding clause 12.7 and subject to clause 9.1 12.8 the Lessee is liable to indemnify the Council only to the extent that the Council is not fully indemnified under any insurance policy.
- 12.9 No Liability: The Council will not be liable for any loss or damage to the Premises or any personal property caused or arising out of the use of the Premises by the Lessee.
- 12.10 Taxation: Each party is solely responsible and liable for the taxation position it takes in respect of any amount it has paid or received or that it is required to pay or to receive pursuant to this Lease and no party makes any representation or warranty or is otherwise liable to any other party as to the appropriate taxation position in respect of any amount paid or received or payable or receivable pursuant to this Lease.

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13. DAMAGE TO OR DESTRUCTION OF PREMISES

- **Total Destruction:** If the Premises are destroyed or damaged so as to make them untenantable or in the Council's opinion so as to require demolition or reconstruction the Lease may at the Council's option be cancelled with effect from the date of the damage.
- 13.2 Partial Destruction: If the Premises are damaged, but not so as to give rise to cancellation under clause 13.1 the Council may with all reasonable speed reinstate the Premises using such materials as the Council elects, provided that the reinstated Premises are reasonably adequate for the purpose of carrying out the Required Use. Provided also that the Council will not be obliged to reinstate the Premises, and if it determines, in its absolute discretion, not to do so, the Lease will be cancelled with effect from the date of the damage.
- **Negligent Destruction or Damage:** In addition to clauses 13.1 and 13.2, if the destruction or damage to the Premises is caused by the negligence of the Lessee or the Lessee's agent, the Council may:
 - (a) cancel this lease, on reasonable notice to the Lessee, if the Council's ability to retain insurance cover on reasonable terms for the Premises (or the land on which the Premises is situated) has been prejudiced by the destruction or damage; or
 - (b) recover from the Lessee any increased insurance costs incurred by the Council in accordance with the provisions of Section 270 of the Property Law Act 2007.

14. ASSIGNMENT AND SUBLETTING

- 14.1 Assignment with Consent: The Lessee will not assign or transfer or part with possession or occupation of the Premises or any part of the Premises without the prior written consent of the Council, which may be subject to the following conditions:
 - (a) the Lessee must show to the Council's reasonable satisfaction that the proposed assignee is responsible and, in the case of an assignment, financially sound;
 - (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment;
 - (c) the assignee must execute a deed of covenant with the Council agreeing to perform the Lessee's obligations under this Lease, but without releasing the assignor or any other person from liability under this Lease; and
 - (d) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the directors and shareholders of the assignee must (if the Council requires) guarantee the assignee's obligations under the deed of covenant executed by the assignee.

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- 14.2 Change of Shareholding: If the Lessee is a company that is not listed on the main board of the New Zealand Stock Exchange, then any change in its shareholding or any alteration in its Constitution having the effect of altering the effective management and control of the Lessee will be deemed to constitute and assignment of this Lease, and the provisions of this clause 14, will apply.
- **14.3 Subletting Prohibited:** The Lessee is not permitted to sublet the Premises or any part of it unless otherwise agreed in writing with the Council.

15. REMOVAL OF BUILDINGS/IMPROVEMENTS

- **No Right to Compensation:** Upon the expiration or sooner termination of this Lease, the Lessee will vacate the Premises and the Lessee will not be entitled to compensation for any Lessee's Buildings and Improvements.
- 15.2 Ownership of Improvements: All Lessee's Buildings and Improvements will remain the property of the Council if the Council wishes to retain them. However, if the Council requests that the Lessee removes the Lessee's Buildings and Improvements, the Lessee will remove them within such time as the Council stipulates and the Lessee will continue to be responsible for the payment of Rent and other payments payable under this Lease until the Premises is handed over the Council in the required state, making good any damage caused to the Premises by removal of any the Lessee's Buildings and Improvements.
- **Buildings of Value to Council:** If, at the end of the Lease, the Lessee's Buildings and Improvements remain on the Premises and are of value to the Council, the Council may, in its sole discretion:
 - (a) require any incoming lessee of the Premises to pay to the Lessee the value of the Lessee's Buildings and Improvements, as determined by the Council (acting under delegated authority from the Minister); or
 - (b) pay the Lessee the value of the Lessee's Buildings and Improvements, as determined by the Council (acting under delegated authority from the Minister).
- 15.4 Council's Discretion: Whether the Lessee's Buildings and Improvements are considered to be of value to the Council for the purposes of clause 15.3 is entirely a matter for Council's discretion and not a matter for dispute between the parties. The Council will not have any liability to the Lessee to obtain any particular price for such improvements under clause 15.3.

16. COUNCIL'S RIGHT TO CANCEL BASED ON USE

Council's Right to Cancel: If at any time after making any enquiries as the Council thinks fit and giving the Lessee an opportunity of explaining the usage of the Premises, the Council is of the opinion (acting reasonably and in good faith) that the Premises or any part of it is not being used or sufficiently used for the Required Use then the Council may cancel, or partly cancel (as appropriate) this Lease by not less than twelve (12) months written notice, and the Premises or the relevant part of it, together with all improvements (if any) will revert to the Council without compensation being payable to the Lessee (subject to clause 15.3).

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17. COUNCIL'S RIGHT TO CANCEL BASED ON LESSEE'S DEFAULT

- **17.1 Grounds for Cancellation:** The Council (in addition to the Council's right to apply to the Court for an order for possession and the right to cancel or partly cancel the Lease under clauses 6 and 7 of the Special Provisions and clause 16.1 of the General Provisions) may cancel this Lease by re-entering the Premises at the time or any time after:
 - (a) the Lessee fails to pay any instalment of the Rent for ten Working Days after the due date to pay and the Lessee has failed to remedy that breach within ten Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007; or
 - (b) the Lessee fails to observe or perform any obligation under this Lease (other than the covenant to pay Rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007; or
 - (c) the Lessee:
 - (i) becomes insolvent;
 - (ii) goes into bankruptcy or liquidation or is about to go into bankruptcy or liquidation; or
 - (iii) is wound up, dissolved or becomes defunct.
- 17.2 Council's Option to Remedy Lessee's Default: The Council may without being under any obligation to do so, remedy at the Lessee's cost any default by the Lessee under this Lease.
- 17.3 No compensation on Cancellation: Subject to clause 15.3, at the end of this Lease, whether by expiry of the Term, breach of condition or otherwise, the Premises will revert to the Council without any compensation whatsoever being payable to the Lessee by the Council.
- 17.4 Chattels: Upon re-entry by the Council, any chattels in the apparent possession of the Lessee remaining in the Premises will revert to the Council and the Council may deal with them as it determines and it will not be answerable for any loss resulting from the exercise of the power of re-entry.

18. EVENTS ON CANCELLATION OR EXPIRY

- 18.1 Option to Purchase: The Lessee grants to the Council an option for the Council to purchase the chattels owned by the Lessee and used in relation to the Business as at the date of cancellation or expiry. The Council may exercise the option in relation to some or all of the chattels.
- **Notice:** If the Council wishes to exercise the option under clause 18.1, the Council must:
 - (a) Cancellation: where the Lease has been cancelled by the Council, provide the Lessee with written notice as soon as reasonably practicable;

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(b) Expiry: where the Lease is due to expire in accordance with its Term, provide the Lessee with written notice no more than 18 months and no less than 1 year prior to the expiry date of the Lease,

that the Council wishes to exercise its option, which notice shall specify the chattels that the Lessee is to sell to the Council.

- **Assistance:** The Lessee shall provide the Council with such assistance as the Council reasonably requires to identify the chattels available to be purchased by the Council under the option granted under clause 18.1.
- Purchase Price: The purchase price for the chattels shall be an amount agreed between the Council and the Lessee, or if no such agreement is reached within 30 days after service of the Council's notice, the purchase price shall be the thencurrent market value as determined by an independent valuer. The identity of the valuer shall be agreed between the parties or, failing agreement, as nominated by the President for the time being of the Property Institute of New Zealand Inc or its successor (or his or her nominee). The independent valuer shall act as an expert and not as an arbitrator.
- 18.5 Intellectual Property and Business Agreements: Upon expiry or cancellation of this Lease, the Lessee will (at the request of the Council) arrange (at its cost) for all intellectual property associated with the Business (including any trademarks and business names) to be reassigned, or otherwise transferred as soon as practicable to the Council.
- **18.6 Execution:** The parties agree to execute all documents which are necessary to effect the acquisition of the applicable chattels and the transfer of intellectual property under this clause 18.
- **18.7 Transition:** The Lessee agrees to do all things necessary to facilitate the transfer of the chattels and intellectual property contemplated by this clause 18 to the Council upon cancellation or expiry of this Lease.
- 18.8 Continuation: If the Premises are intended to be operated in accordance with the Required Use after the cancellation or expiry of this Lease, the parties will meet to discuss in good faith the possibility of the Council assuming any advance bookings or reservations, and the potential assignment of any contractual arrangements related to the Business.

DISPUTE RESOLUTION

- 19.1 Negotiation or Mediation: Except for those provisions where the Council has a discretion, and clauses 6-8 of the Special Provisions, if any dispute arises between the Council and the Lessee concerning this Lease, the parties will try in good faith to settle the matter by negotiation, and if that is unsuccessful by mediation.
- 19.2 Minister: If the dispute cannot be settled by negotiation or mediation, then the dispute will be decided upon by the Minister or the Minister's nominee, if the Minister is required under the Act to decide the matter, and in any other case the dispute will be referred to arbitration.

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- 19.3 Referral to Arbitrator: The dispute will be referred to a sole arbitrator if the parties agree upon one, and if not then the dispute will be referred to an arbitrator appointed by the then President or Vice President of the New Zealand Law Society.
- **19.4 Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

20. COUNCIL AS LAND OWNER, NOT REGULATORY AUTHORITY

20.1 Council as Land Owner: The Council has signed this Lease in its non-regulatory capacity as land owner and administering body. This Lease does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement the Council gives under this Lease is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this Lease. The Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Lease.

21. IMPLIED PROVISIONS

- 21.1 Land Transfer Act 1952: The covenants and provisions implied in leases by the Land Transfer Act 1952 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.
- **21.2 Property Law Act 2007:** The covenants and powers contained in clauses 4, 5, 6, 9, 11 and 12 of Part 2 and Clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.
- 21.3 Reserves Act: The covenants and provisions required to be included in this Lease by the Reserves Act 1977 will apply to the extent that they are not expressly included in the terms of this Lease.
- 21.4 Not Registrable: This Lease is not registrable. The Lessee may not register a caveat against the Computer Freehold Register (if any) to the Reserves.

22. COMPLIANCE

22.1 Lessee Must Comply: The Lessee must comply with all Acts, Regulations, Bylaws, District and Regional Plan Rules and the Management Plan (if any) as they affect the Premises.

CONFIDENTIALITY

- **23.1 Disclosure by Parties:** Subject to clauses 23.2 and 23.3, the parties will not disclose the provisions of this Lease or any matters relating to this Lease to any person.
- **23.2** Advisers or Required by Law: A party may make disclosures of provisions of this Lease or matters relating to this Lease:

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- (a) that is already public knowledge otherwise than as a result of a breach by the party disclosing the information of any provision of this Lease;
- (b) to those of its employees, officers, professional or financial advisers and bankers as the party reasonably thinks necessary for purposes related to this Lease (including but not limited to determining the Rent payable under this Lease), but only on a strictly confidential basis;
- (c) if that party is subject to any legal obligations to disclose the terms of this Lease, including but not limited to, in the case of the Council, any obligation under the Local Government Official Information and Meetings Act 1987; or
- (d) as authorised in writing by the other party.
- 23.3 Public Announcements by the Council: The Council may make press releases, publicity or media announcements or public statements of a general nature about this Lease, or matters relating to this Lease, at its discretion. In doing so, the Council must not disclose any confidential information obtained from the Records provided to the Council by the Lessee.
- 23.4 Public Announcements by the Lessee: The Lessee may only make press releases, publicity or media announcements or public statements about this Lease, or matters relating to this Lease (except those required by law) with the prior written consent of the Council.

NOTICES

- **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served:
 - (a) Section 245 or 246 of the Property Law Act: in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act 2007; and
 - (b) Other Cases: in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007;
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.
- **24.2 Time of Service:** In respect of the means of service specified in clause 22.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:
 - (a) Personal Delivery: when received by the addressee;
 - (b) Post: three (3) Working Days after being posted to the addressee's last known address in New Zealand;

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- (c) Facsimile: on completion of an error free transmission, when sent by facsimile; or
- (d) Email: when acknowledged by the addressee by return email or otherwise in writing.
- **24.3 Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:
 - (a) Party: the party giving or serving the notice;
 - (b) Attorney: any attorney for the party serving or giving the notice; or
 - (c) Authorised Person: the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

25. COSTS

- 25.1 Lessee to pay Council's Costs: The Lessee must pay all reasonable legal costs, for the preparation and completion of any renewal or variation of this Lease and all costs incurred by the Council in excess of the costs that would ordinarily be incurred by a lessor in the ordinarily course of business when dealing with Lessee enquiries or any other matter contemplated by this Lease.
- **25.2 Costs:** The Lessee must pay all of the Council's reasonable costs incurred in considering any request by the Lessee for the Council's consent as landlord to any matter contemplated by the Lease.

26. DELEGATION OF MINISTER'S CONSENT

26.1 Delegation of Minister's Consent: The Lessee acknowledges that, pursuant to an Instrument of Delegation from the Minister of Conservation to territorial authorities dated 12 June 2013, the Council is able to exercise the Minister's powers to consent to the grant of this Lease, and a separate consent from the Minister is not required.

27. COUNCIL'S CONSENT

- 27.1 Consent required on each occasion: The Council's consent under this Lease is required for each occasion even if the Council has given a consent for the same or a similar process on an earlier occasion, unless otherwise agreed with the Council in writing.
- 27.2 Consent not to be unreasonably withheld: If this Lease states that the Council's consent is required for anything done or proposed to be done, then unless otherwise stated in each case, the Council:
 - (a) grant the consent; or
 - (b) notify the Lessee in writing that the consent is withheld.

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28. GUARANTEE

- **28.1 Guarantee:** In consideration of the Council entering into this Lease at the Guarantor's request, the Guarantor:
 - (a) guarantees payment of the Rent and other money payable by the Lessee under this Lease and the Lessee's performance of the Lessee's obligations in this Lease not only during the Term of this Lease but also during any period of holding over of the Term; and
 - (b) indemnifies the Council against any actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind which the Council may suffer or incur as a result of the Lessee's breach of any of the Lessee's covenants in this Lease.
- **28.2 Guarantor is a Principal Debtor:** As between the Lessee and the Guarantor, the Guarantor may be merely a surety, but as between the Guarantor and the Council, the Guarantor is a principal debtor (jointly and severally with the Lessee).
- **28.3 Liability not Affected:** The Guarantor's liability under clause 28.1 is not affected by:
 - (a) the granting of time or any other indulgence to the Lessee;
 - (b) the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the Council's rights against the Lessee;
 - (c) the Council's failure to enforce the Council's rights against the Lessee;
 - (d) any variation of this Lease (including any rent review);
 - (e) The bankruptcy, death, or as the case may be by the receivership, liquidation, winding up, dissolution or voluntary administration of the Lessee; or
 - (f) any other thing which under the law on sureties would or might, if not for this clause, wholly or partly release the Guarantor from the Guarantor's obligations under clause 28.1.
- **28.4 Proceedings:** The Council does not have to take proceedings against the Lessee before taking proceedings against the Guarantor.
- **28.5 Benefit of Guarantee:** The guarantee and indemnity contained in clause 28.1 is for the benefit of and may be enforced by any person for the time being entitled to receive the Rent under this Lease.
- **28.6** Guarantee applies to Schedule: To avoid doubt, the Guarantor acknowledges and agrees that the guarantee and indemnity contained in clause 28.1 applies to all of the Lessee's obligations set out in Schedule 1 of this Lease.

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- 29.1 Partial Invalidity: If any provision of this Lease is or becomes invalid or unenforceable, that provision will be deemed deleted from this Lease. The invalidity or unenforceability of that provision will not affect the other provisions of this Lease, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- **29.2** Remedies: The rights, powers and remedies provided in this Lease are cumulative and are in addition to any right, powers or remedies provided by law.
- 29.3 Entire Agreement: This Lease records the entire understanding and agreement of the parties relating to the matters dealt with in this Lease. This Lease supersedes all previous understandings or agreements (whether written, oral or both) relating to such matters. The Lessee acknowledges that it has either taken, or has been given the opportunity to take, independent legal advice about the nature, effects and obligations of this Lease, before signing it.
- **29.4 Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this Lease.
- Waiver: Any waiver by a party of any of its rights or remedies under this Lease will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this Lease, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Lease at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Lease.
- **29.6 Counterparts:** This Lease may be signed in counterparts. All executed counterparts will together constitute one document.
- 29.7 Copies: Any copy of this Lease that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party as though it were an original copy of this Lease. This Lease may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.
- **29.8** Amendment: No amendment to this Lease will be effective unless it is in writing and signed by each party.

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Reserve Lease (Camping Ground)

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SPECIAL PROVISIONS

If there is any conflict between the General Provisions and these Special Provisions, these Special Provisions will take precedence (subject to consistency with the Act).

MANAGEMENT OF THIRD PARTY CABINS

- (a) The Lessee acknowledges and agrees:
 - (i) that the Third Party Cabins described in the Reference Schedule, and located within the Reserves, are separately owned by third parties, and do not form part of the Premises;
 - (ii) that the Council leases the Third Party Cabins and is responsible for payment of rent for the Third Party Cabins;
 - (iii) to maintain, operate and manage the Third Party Cabins on the Council's behalf for the term of the leases of the Third Party Cabins on the basis that the Lessee is entitled to retain any income generated from letting the Third Party Cabins for purposes consistent with the Required Use and generally in accordance with the obligations and requirements of this Lease, taking all reasonable steps to maximise occupancy of the Third Party Cabins;
 - (iv) that in undertaking the maintenance, operation and management of the Third Party Cabins on behalf of the Council, the Lessee will comply with all of the Council's obligations under the leases of the Third Party Cabins, excluding the payment of rent;
 - (v) that at the expiry or earlier termination of any of the leases of the Third Party Cabins, the Council may elect in its sole discretion not to renew the leases, and to remove the Third Party Cabins from the Reserves (with a reduction in Rent (if any) payable under this Lease to take account of the removal of the Third Party Cabins, to be at the Council's sole discretion);
 - (vi) that at any time during the term of the leases of the Third Party Cabins, or at the expiry or earlier termination of those leases, the Council may elect in its sole discretion, to renegotiate or renew the leases of the Third Party Cabins. If the Council so elects, the Lessee agrees to negotiate in good faith with the Council to accommodate any terms that the Council agrees with the owner of the Third Party Cabins as part of such a renegotiation or renewal;
 - (vii) that at any time during the term of the leases of the Third Party Cabins, or at the expiry or earlier termination of those leases with the prior agreement of the Council (not to be unreasonably withheld), the Lessee may negotiate directly with the owner of the Third Party Cabins for the Lessee to lease the Third Party Cabins for the remainder of the Term of this Lease;

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- (viii) that, if the Third Party Cabins are to be removed under this clause, prior to the expiry or earlier termination of this Lease:
 - (A) the Lessee grants to the Council and/or the owner of the Third Party Cabins, access to the Premises for the purpose of removing the Third Party Cabins from the Reserves, as provided for in the leases of the Third Party Cabins;
 - (B) the Council will have no liability to the Lessee for any loss or damage suffered by the Lessee as a result of the removal of the Third Party Cabins.

2. OVERFLOW CAMPING MANAGEMENT ARROWTOWN AND QUEENSTOWN

- (a) The Lessee agrees to manage the Overflow Camping Sites described in the Reference Schedule from 29 December in one calendar year to 4 January in the next calendar year (both dates inclusive) (New Year Period) on behalf of the Council unless otherwise agreed in writing with the Council.
- (b) In respect of the Overflow Camping Sites, the Lessee will set the camping fees and bond chargeable for holidaymakers occupying the Overflow Camping Sites (with the prior agreement of the Council, not to be unreasonably withheld).
- (c) The Lessee must ensure that its public liability insurance under this Lease covers the Overflow Camping Sites during the New Year Period.
- (d) The parties acknowledge that no relationship of lessor and lessee is created between the Council and the Lessee in respect of the Overflow Camping Sites. Notwithstanding this, the parties agree that, to the full extent possible, the rights and obligations set out in the General Provisions of this Lease apply to the management of the Overflow Camping Sites under this clause, as if the Overflow Camping Sites were part of the Premises.

3. ALBERT TOWN PUBLIC ACCESS

- (a) The Lessee acknowledges that the public use the Albert Town Camp Ground (being part of the Premises as defined in the Reference Schedule) to obtain access to adjoining and adjacent land including, but not limited to, section 20 Block V Lower Wanaka Survey District.
- (b) The Lessee agrees that, during the Term of this Lease, the Council, and members of the public may obtain access across the Albert Town Camp Ground, on a non-exclusive basis, together with the Lessee, its contractors, employees, licensees and invitees, on the following terms and conditions:
 - (i) the Council acknowledges that the rights of the Council and members of the public over the Albert Town Camp Ground are subject to the Lessee's reasonable security and operational

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- requirements to enable it to effectively operate the Required Use from the Premises:
- (ii) the Council and members of the public will be entitled to pass and repass, with or without vehicles, machinery and implements of any kind, through the Albert Town Camp Ground at all times, provided that the Council and members of the public comply with the Lessee's reasonable security and operational requirements;
- (iii) in exercising the rights of access granted under this clause, the Council must not do, or omit to do, anything on the Albert Town Camp Ground which may unreasonably interfere with the Lessee's use and enjoyment of the Premises.

4. ALBERT TOWN FURTHER RESTRICTION ON REQUIRED USE

- (a) The Lessee acknowledges and agrees that the Required Use set out in the Reference Schedule is further limited to require that the Albert Town Camp Ground provides a traditional Kiwi camping style experience, with a focus on tent and caravan sites, rather than provision of more modern and/or semi-permanent style cabin accommodation.
- (b) To avoid doubt, the parties agree that the Lessee's responsibilities with respect to the Albert Town Camp Ground under this Lease are limited to provision of camping facilities on the Premises in accordance with clause 4(a) and the Required Use. The Lessee is not responsible for general recreation activities that take place at the Albert Town Reserve (of which the Albert Town Camp Ground forms a part). In particular, but without limitation, the Lessee is not responsible for other users of Albert Town Reserve, including (but not limited to) Wanaka Rodeo Club.

5. GLENDHU BAY PUBLIC ACCESS AND SEWERAGE PLANT FACILITY

- (a) The Lessee acknowledges that the public use the Glendhu Bay Lakeside Holiday Park (being part of the Premises as defined in the Reference Schedule) to obtain access to Lake Wanaka, and the Glendhu Bay Boat Ramp and the Glendhu Bay Track.
- (b) The Lessee agrees that, during the Term of this Lease, the Council, and members of the public may obtain access across the Glendhu Bay Lakeside Holiday Park, on a non-exclusive basis, together with the Lessee, its contractors, employees, licensees and invitees, on the following terms and conditions:
 - (i) the Council acknowledges that the rights of the Council and members of the public over the Glendhu Bay Lakeside Holiday Park are subject to the Lessee's reasonable security and operational requirements to enable it to effectively operate the Required Use from the Premises;
 - (ii) Subject to clause 5(c), the Council and members of the public will be entitled to pass and repass, with or without vehicles,

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machinery and implements of any kind, through the Glendhu Bay Lakeside Holiday Park at all times, provided that the Council and members of the public comply with the Lessee's reasonable security and operational requirements;

- (iii) in exercising the rights of access granted under this clause, the Council must not do, or omit to do, anything on the Glendhu Bay Lakeside Holiday Park which may unreasonably interfere with the Lessee's use and enjoyment of the Premises.
- (c) Despite clause 5(b)(ii) the Lessee may exclude or limit public access from the Premises during the period between 24 December in one year and 7 February in the following year (both days inclusive) to enable the Lessee to effectively manage the Glendhu Bay Lakeside Holiday Park and operate the Required Use from the Premises during that period.
- (d) The Lessee agrees that, provided that a Boat Ramp is available on land adjacent to the Western end of the Glendhu Bay Lakeside Holiday Park, the Lessee will prohibit public access to the Boat Ramp located inside the Glendhu Bay Lakeside Holiday Park during the period between 24 December in one year and 7 February in the following year (both days inclusive). To avoid doubt, campers and holiday makers staying at the Glendhu Bay Lakeside Holiday Park will still be permitted to use the Boat Ramp located inside the Premises.
- (e) Notwithstanding clause 8.9 of the General Provisions, the Council agrees that the Lessee may erect a sign or signs at the Glendhu Bay Lakeside Holiday Park specifying the restrictions in clauses 5(c) and 5(d) of the Special Provisions, provided that such signs comply with relevant Council bylaws, District Plan, Management Plan, and have any necessary regulatory approvals.
- (f) To avoid doubt, the parties agree that the Lessee's obligation to maintain and repair the Premises in clause 9.2 of the General Provisions extends to routine maintenance and repair of the Sewerage Plant located at, and servicing, the Glendhu Bay Lakeside Holiday Park. Any significant upgrade or replacement works that are required to the Sewerage Plant are the responsibility of the Council under clause 9.5 of the General Provisions.

6. QUEENSTOWN LAKEVIEW HOLIDAY PARK PARTIAL CANCELLATION

- (a) The Lessee acknowledges and agrees that:
 - (i) at the Commencement Date of this Lease, the Council is considering facilitating and/or undertaking a development on Council owned land that may impact upon the Queenstown Lakeview Holiday Park (being part of the Premises as defined in the Reference Schedule);
 - (ii) for the purposes of undertaking and/or facilitating such a development, at any time or times during the Term of this Lease, the Council may elect, in its sole and unfettered discretion, to partly cancel this Lease in respect of any or all of that part of the Queenstown Lakeview Holiday Park Premises

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legally described as Part Block XXXII Town of Queenstown and being comprised in Computer Freehold Register OT46/92) (Future Cancellation Area);

- (b) In the event that, at any time or times during the Term of this Lease, the Council does elect to partly cancel this Lease as contemplated by clause 6(a)(ii) in respect of all or part of the Future Cancellation Area, the parties agree that:
 - clauses 8(a) to 8(c) of the Special Provisions will apply and the Council will issue a Cancellation Notice to the Lessee under clause 8(a) of the Special Provisions stipulating the Cancellation Date, (which must be no less than 6 months from the date of the Cancellation Notice and, if the Council elects to partly cancel the Lease in respect of more than 10,000 square metres of the Future Cancellation Area, must be no less than 12 months from the date of the Cancellation Notice) and the other information required by that clause; and
 - (ii) the Council may (without creating any binding legal obligation) work with the Lessee in good faith to locate an alternative site suitable for the Lessee's purposes adjoining or adjacent to the balance of the Future Cancellation Area remaining after the partial cancellation (Alternative Site); and
 - (iii) In the event that an Alternative Site is located under clause 6(b)(ii) which is acceptable to the Lessee, and the parties are able to reach agreement on rental and goodwill payable for the Alternative Site, the terms and conditions of leasing for the Alternative Site will otherwise be on the same terms and conditions as this Lease.
- (c) To avoid doubt the parties agree that the Council will pay the costs associated with implementing the actions contemplated by clause 8(d) of the Special Provisions, but, subject to clause 6(d), the Lessee will not be entitled to claim from the Council any damages or compensation arising in any way, either directly or indirectly, from any cancellation or partial cancellation under this clause.
- (d) In the event that the Council elects to partly cancel this Lease, as contemplated by clause 6(a)(ii), then, in addition to establishing an adjusted Rent under clause 8(d)(i), the parties agree that the Council will pay the Lessee as compensation for a reduction in the benefit for which the Lease Premium was paid and as compensation for loss of goodwill to the Lessee's business as a result of the partial cancellation, compensation at the rate of (as at the Commencement Date, subject to adjustment as set out in clauses 6(e) below) for every square metre of land that comprises the Cancellation Area described in the Cancellation Notice.
- (e) Any compensation payable pursuant to clause 6(a)(d) must be attributed by the parties, proportionately, to:
 - (i) a partial refund of the Lease Premium; and

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(ii) compensation for loss of goodwill,

in the same proportion as the amounts paid for the Lease Premium and for the Goodwill as part purchase price for the Assets in Schedule 1.

- The parties acknowledge and agree that: (f)
 - (i) the compensation of specified in clause 6(d) above represents the rate of compensation payable by the Council to the Lessee for partial cancellation of the Lease in the event that the partial cancellation occurs within 12 months of the Commencement Date of this Lease; and
 - the per square metre rate payable under clause 6(d) will reduce (ii) on each anniversary of the by Commencement Date of this Lease, and any compensation payable under clause 6(d) will be calculated to take into account the appropriate reduction to reflect the Cancellation Date.
- Any compensation payable by the Council under clause 6(d) (if any) will (g) be paid at the Cancellation Date, provided that the Council has received a valid credit note from the Lessee.
- (h) To avoid doubt, the parties acknowledge and agree that clause 19 of the General Provisions does not apply to this clause 6 of the Special Provisions.
- (i) At the Commencement Date of this Lease, the Lessee has the use of a maintenance shed located on land owned by the Council and located outside the Queenstown Lakeview Holiday Park Premises, as shown hatched blue on the Queenstown Lakeview Holiday Park Premises plan attached at Schedule 3 (Maintenance Shed).
- (i) The parties agree that:
 - the Maintenance Shed does not form part of the Premises, and (i) the Lessee does not have a lease of the Maintenance Shed:
 - (ii) the Lessee may continue to use the Maintenance Shed during the Term of this Lease, without charge, unless and until the Council provides a minimum of 20 Working Days written notice to the Lessee that it requires the Lessee to vacate the Maintenance Shed:
 - if the Council provides written notice to the Lessee under (iii) clause 6(i)(ii):
 - the Lessee will vacate the Maintenance Shed by the (A) date specified in that notice;
 - the Council will pay the Lessee (B) to enable the Lessee to establish a new maintenance shed within the Queenstown Lakeview Holiday Park Premises; and

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- (C) subject to clause 6(i)(iii)(B), the Lessee will not be entitled to any damages or compensation arising in any way, either directly or indirectly from the request to vacate the Maintenance Shed, nor will the Council be required to provide a replacement maintenance shed.
- (k) The Lessee acknowledges that the first floor of the St John's Building as identified on the plan of the Queenstown Lakeview Holiday Park Premises attached at Schedule 3 is subject to a lease to Showbiz Queenstown Inc (Showbiz Premises) dated 21 September 2005, including access over common areas of the St John's Building.
- (I) The Lessee agrees:
 - (i) that at the Commencement Date, this Lease does not apply to the Showbiz Premises, which remains subject to the Showbiz Premises lease; and
 - (ii) that the Council, Showbiz Queenstown Incorporated and its invitees are entitled to access to any part or parts of the St John's Building and the Queenstown Lakeview Holiday Park Premises necessary to obtain access to the Showbiz Premises and for the purpose of complying with any obligations or exercising any rights under the Showbiz Premises lease.
- (m) In the event that the Showbiz Premises lease expires, or is otherwise terminated, before the expiry of this Lease, the parties agree that the Showbiz Premises will, from the day following termination of the Showbiz Premises lease, become part of the Queenstown Lakeview Holiday Park Premises subject to this Lease. To avoid doubt, in the event that the Showbiz Premises does become part of this Lease, the Lessee will not be required to pay any additional Rent under this Lease for occupation of the Showbiz Premises.

7. ARROWTOWN SITE REQUIRED FOR OTHER USE

- (a) If in the opinion of the Council, in the public interest, the Arrowtown Born of Gold Holiday Park (being part of the Premises as defined in the Reference Schedule) or any part of it could be better used for any other purpose consistent with the Act, the Council may, at any time after the tenth anniversary of the Commencement Date of this Lease, cancel (or partly cancel) this Lease in respect of the Arrowtown Born of Gold Holiday Park.
- (b) In the event that, at any time during the Term of this Lease, the Council does elect to partly cancel this Lease as contemplated by clause 7(a) in respect of the Arrowtown Born of Gold Holiday Park, the parties agree that clauses 8(a) to 8(c) of the Special Provisions will apply and the Council will issue a Cancellation Notice to the Lessee under clause 8(a) of the Special Provisions stipulating the Cancellation Date, (which must be no less than 12 months from the date of the Cancellation Notice) and the other information required by that clause.

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- (c) If the Council elects to cancel or partly cancel this Lease under this clause 7 of the Special Provisions, in addition to establishing an adjusted Rent under clause 8(d)(i) (for a partial cancellation) the Council will compensate the Lessee for:
 - any difference between the market value of any of the Lessee's (i) Buildings and Improvements required to be removed from that area of the Arrowtown Born of Gold Holiday Park that is subject to the cancellation and any price that the Lessee obtains if it elects to dispose of any such Lessee's Buildings and Improvements within 6 months of removal, provided that the price obtained by the Lessee for such Lessee's Buildings and Improvements represents a price negotiated at arm's length and in good faith, and is the best price the Lessee is able to obtain at the time, and under the circumstances. To avoid doubt, if the Lessee elects to retain ownership of all or part of such Lessee's Buildings and Improvements or does not sell them within 6 months of removal the Council will not be required to pay any compensation for the value of such Lessee's Buildings and Improvements under this clause; and
 - (ii) if the Council requests that the Lessee removes the Lessee's Buildings and Improvements, any direct costs related to the removal of such of the Lessee's Buildings and Improvements;
 - (iii) the value of any goodwill in the Lessee's Business that the Lessee can demonstrate (to the Council's satisfaction) has been lost as a direct result of the cancellation or partial cancellation of this Lease with respect to the Arrowtown Born of Gold Holiday Park; and
 - (iv) the value of the benefit for which the Lease Premium was paid that the Lessee can demonstrate (to the Council's satisfaction) has been lost as a direct result of the cancellation or partial cancellation of this Lease with respect to the Arrowtown Born of Gold Holiday Park.
- (d) The Lessee acknowledges and agrees that all of the Lessee's Buildings and Improvements will, upon cancellation or partial cancellation, be the property of the Council if the Council wishes to retain them and the Council will compensate the Lessee for the market value of any of the Lessee's Buildings and Improvements retained by the Council. However, if the Council requests that the Lessee removes the Lessee's Buildings and Improvements, the Lessee will remove them within such time as the Council stipulates.
- (e) To avoid doubt, the parties acknowledge and agree that clause 19 of the General Provisions does not apply to this clause 7 of the Special Provisions.

8. CANCELLATON REQUIREMENTS

(a) A Cancellation Notice issued under clauses 6(a) or 7(b) of the Special Provisions, must clearly set out the terms and conditions of partial

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- cancellation, and must clearly identify the part of the Premises that is subject to the partial cancellation (Cancellation Area).
- (b) The partial cancellation will take effect from the date specified in the Cancellation Notice which must be consistent with the timeframe required by clause 6(a) or 7(b) as applicable (Cancellation Date).
- (c) The residue of the Term of this Lease as it applies to the Cancellation Area will merge with the Council's residual estate and be extinguished from the Cancellation Date, but without prejudice to either party's rights arising in relation to the Cancellation Area before the Cancellation Date.
- (d) Following the issue and receipt of a Cancellation Notice under clause 8(a), the Council and Lessee will complete all actions necessary to give legal effect to the partial cancellation in accordance with this clause, and clauses 6 and 7 of the Special Provisions (as applicable). In particular, the parties will meet as soon as practicable to implement any steps required to give effect to a partial cancellation which will include, without limitation:
 - (i) establishing the adjusted Rent payable under this Lease from the Cancellation Date, which will be determined by a registered valuer appointed by the Council taking into account the Cancellation Area and any resulting loss of income earning ability, and adjusted to reflect the proportion that the Cancellation Area bears to the total area of the Premises; and
 - (ii) the preparation and execution of a deed to record the terms of the partial cancellation and to reflect the adjusted Rent and otherwise set out the legal requirements of the parties and roles and responsibilities to give effect to the partial surrender.
- (e) To avoid doubt the parties acknowledge and agree that clause 19 of the General Provisions does not apply to this clause 8 of the Special Provisions.
- (f) The Council will pay the costs associated with implementing the actions contemplated by clause 8(d) of the Special Provisions.
- (g) Clause 3.3(c) of the General Provisions does not apply to the establishment of adjusted Rent payable under clause 8(d)(i) of the Special Provisions.

CHATTELS AND GOODWILL

(a) In addition to the lease of the Premises, the Council agrees to sell, and the Lessee agrees to purchase the Assets (as defined in clause 1.1 of Schedule 1 of this Lease) that are necessary to carry on, the Business (as defined in clause 1.1 of the General Provisions), on the terms set out at Schedule 1 to this Lease.

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10. WANAKA UNDERGROUND FUEL TANKS

- (a) The Lessee acknowledges and agrees that:
 - there are unused, underground fuel tanks installed at the Wanaka Lakeview Holiday Park (Underground Fuel Tanks);
 - (ii) the Underground Fuel Tanks remain in the ownership of the Council and do not form part of the Premises;
 - (iii) the Underground Fuel Tanks will remain located at the Wanaka Lakeview Holiday Park during the Term of this Lease at the discretion of the Council, unless there is a legal requirement for them to be removed, in which case the Council will attend to their removal;
 - (iv) the Council is entitled to access to the Wanaka Lakeview Holiday Park on reasonable notice to inspect (and remove if it elects to do so) the Underground Fuel Tanks.
- (b) To avoid doubt, any removal of the Underground Fuel Tanks will be carried out at the cost of the Council and the site will be remediated to a standard required by law.

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SCHEDULE 1

TERMS FOR SALE AND PURCHASE OF CHATTELS AND ASSETS

This Schedule sets out the terms on which the Council agrees to sell, and the Lessee agrees to purchase, the chattels and goodwill associated with the Business.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: For the purposes of these terms, unless the context indicates otherwise:

Assets means:

- (a) the list of chattels set out as Appendix A; and
- (b) the Goodwill,

owned by the Council and necessary to carry on the Business;

Business means the business of operating a public camping ground and holiday park to provide accommodation for holidaymakers from the Premises;

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Queenstown;

Business Intellectual Property means all Intellectual Property owned, used or held for use by the Council in, or in connection with, the Business and includes, in particular, the Business Names;

Business Names means the names:

- (a) Queenstown Lakeview Holiday Park;
- (b) Arrowtown Born of Gold Holiday Park;
- (c) Wanaka Lakeview Holiday Park;
- (d) Albert Town Camp Ground; and
- (e) Glendhu Bay Lakeside Holiday Park;

and any other names under which the Council carries on the Business as at the date of this Lease;

Change in Control means a direct or indirect change in control of a party (whether through merger, spin-off, sale of shares or other equity interests, or otherwise) through a single transaction or series of related transactions;

Closing means the performance by the Council of the Council's obligations under clause 4.2 and the performance by the Lessee of the Lessee's obligations under clause 4.3 (or, as the context requires, the time at which such obligations are performed);

Closing Date means the Commencement Date of the Lease (as specified in the

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Default GST, in respect of any supply, means any penalty or interest levied against the Council under the GST Act and/or the Tax Administration Act 1994 by reason of the non-payment or late payment of any of the GST payable in respect of that supply, but does not include any such penalty or interest levied against the Council by reason of the non-payment or late payment of that GST to IRD by the Council, in respect of any period commencing after the date of payment in full by the Lessee to the Council for that GST plus any such penalty or interest incurred in respect of any period up to and including that date;

Default Interest Rate means 5% per annum;

Encumbrance means:

- (a) any interest, equity or other right of any other person (including any right to acquire, option, right of first refusal or right of pre-emption), mortgage, charge, pledge, lien, restriction, assignment, hypothec, security interest, title retention, sale and buy-back, sale and lease-back or any other interest in property that legally or in substance secures any obligation of any person, or other arrangement of any nature having similar economic effect (and includes any "security interest" within the meaning of the Personal Property Securities Act 1999); or
- (b) any agreement or arrangement to create any of the above;

GAAP means generally accepted accounting practice in New Zealand, as defined in section 8 of the Financial Reporting Act 2013;

Goodwill means the goodwill of the Business including the benefit of all the Business Intellectual Property, and the benefit of, and the right to use, the Business Names;

GST means goods and services tax levied under the GST Act, at the rate prevailing from time to time, including any tax levied in substitution for such tax, but excluding any penalties or interest payable in respect of such tax;

GST Act means the Goods and Services Tax Act 1985;

Intellectual Property means trade marks, rights in domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same;

IRD means the Commissioner of Inland Revenue and the Department as those terms are defined in the Tax Administration Act 1994;

Losses means claims, proceedings, costs, expenses (including legal costs and expenses that are reasonable in the circumstances on a full indemnity basis, GST

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Document Set ID: 9992892 Version: 1, Version Date: 09/09/2025 and any other taxes), losses, damages, liabilities or demands (or actions in respect of any of them);

Premises has the meaning set out in the Reference Schedule;

Prepayments has the meaning set out in clause 5;

Purchase Price means the purchase price for the Assets as set out in clause 3;

Records means all records of, and all information (in any format whatsoever) necessary for operating and conducting, the Business, including financial records, sales and marketing data, customer and supplier documentation and accounts, fixed assets registers, stock registers, system controls and procedures, and databases, and includes copies (but not originals) of the Council's statutory books, accounts, records and taxation returns in respect of the Business;

Tax Act means the Income Tax Act 2007; and

Terms means these terms for the sale and purchase of the Assets.

- **1.2 Interpretation:** For the purposes of these Terms, unless the context indicates otherwise:
 - (a) **Defined Expressions:** expressions defined in the main body of these Terms have the defined meaning throughout these Terms, including the background;
 - (b) Headings: clause and other headings are for ease of reference only and will not affect these Term's interpretation;
 - (c) **Parties:** references to any party include that party's executors, administrators, successors and permitted assigns;
 - (d) Clauses/Schedules/Paragraphs: references to clauses, schedules and paragraphs are to clauses and paragraphs in, and the schedules to, these Terms. Each such schedule forms part of these Terms;
 - (e) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation;
 - (f) Documents: references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form;
 - (g) Notices etc: references to one party notifying another, or agreeing or objecting to any matter, means such party notifying, agreeing or objecting in writing;
 - (h) Payment: references to, or obligations in these Terms which require, payment of money will be a reference to, or deemed to be an obligation requiring, payment of money in immediately available cleared funds or in any other form that the Council and the Lessee agree in writing;

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- (i) **Dollars and \$:** references to dollars and \$ are references to New Zealand dollars and all amounts payable under this agreement are payable in New Zealand dollars;
- (j) Monetary Amounts: all monetary amounts are stated exclusive of GST and in New Zealand currency, and all amounts payable by a party under these Terms are to be paid in that currency;
- (k) Financial References: except as otherwise contemplated by these Terms, references to and expressions used in connection with financial calculations, valuations, accounting or financial reporting functions or their description in these Terms bear the meanings given to those expressions in accordance with GAAP.

2. SALE AND PURCHASE

Conditional on the Council leasing to the Lessee and the Lessee accepting the lease of the Premises on the terms set out in this Lease, the Council agrees to sell and transfer to the Lessee, and the Lessee agrees to purchase and take a transfer of, the Assets free of all Encumbrances, with effect from Closing and on the Terms.

3. PURCHASE PRICE

- 3.1 Purchase Price: The Purchase Price is
- 3.2 Allocation: The Purchase Price is deemed to be allocated as follows:
 - (a) Chattels:
 - (b) Goodwill: the balance of the Purchase Price.
- **3.3 Financial Arrangement Rules:** For the purposes of the financial arrangements rules in the Tax Act, the parties agree that:
 - (a) Lowest Price: the Purchase Price (plus GST, if any) is the lowest price (within the meaning of section EW 32(3) of the Tax Act) that they would have agreed for the sale and purchase of the Assets, on the date that this agreement was entered into, if payment would have been required in full at the time the first right in the contracted property (being the Assets) was transferred:
 - (b) **No Capitalised Interest:** they will compute their taxable income for the relevant period on the basis that the Purchase Price (plus GST, if any) includes no capitalised interest and they will file their tax returns accordingly.

4. CLOSING

4.1 Time and Place: Closing will take place by 2.00 pm on the Closing Date at the offices of Simpson Grierson or at another place and time agreed by the Council and the Lessee.

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- **4.2 Council's Obligations on Closing:** On Closing, the Council will deliver (or, in the case of clause 4.2(a), make available to the Lessee):
 - (a) **Physical Possession:** physical possession and control of the Assets as well as the Records; and
 - (b) Documents: all documents of title to the Assets, together with all executed transfers and assignments necessary to vest legal title to the Assets in the Lessee.
- 4.3 Lessee's Closing Obligations: On Closing, subject to compliance by the Council with all of its obligations under clause 4.2, the Lessee will pay the Purchase Price to the Council.
- **Title and Risk:** Subject to Closing occurring, title to, possession of, property in, and the benefit and risk of, the Assets:
 - (a) Until Closing: until Closing, remains solely with the Council; and
 - (b) From Closing: passes to the Lessee on and from Closing.

5. APPORTIONMENTS

- 5.1 Amounts Payable: All periodical charges and periodical outgoings of the Business or related to the Assets, including rents, rates, gas, electricity, water and telephone charges, will be apportioned on a time basis, so that the part of the relevant charges attributable to the period up to and including the Closing Date will be borne and paid by the Council and the part of the relevant charges attributable to the period from the Closing Date will be borne and paid by the Lessee.
- Payment: Any amount due between the parties pursuant to this clause 5 will, insofar as the same is ascertainable prior to the Closing Date, constitute Prepayments and will be paid in cash within 10 Business Days of written request from the Lessee or the Council (as the case may be) for such amount together with supporting material.

WARRANTIES

- **6.1 Warranties:** The Council warrants to the Lessee, and the Lessee warrants to the Council that:
 - (a) **Power to Enter:** it has the legal right, authority and full power to enter into these Terms and to perform its obligations under it and has taken all necessary corporate and other action to authorise execution, delivery and performance of these Terms; and
 - (b) **Binding Obligations:** these Terms constitute a valid and binding obligation enforceable against it in accordance with its terms.

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- 6.2 Council's Warranties: The Council warrants to the Lessee that it has, and will on Closing have, full beneficial interest, and good and marketable title to, the Assets, free and clear of any Encumbrances.
- **Lessee's Acknowledgement:** The Lessee acknowledges and agrees that, except as expressly set out in these Terms:
 - (a) **No Warranties:** the Council is not making any representations or warranties, express or implied, as to the condition, quality, merchantability or fitness of any Chattel; and
 - (b) As is, Where is: the Assets are sold pursuant to these Terms on an "as is, where is" basis.
- **Maximum Liability:** The Council's maximum liability for any claim by the Lessee that a warranty is unfulfilled, materially untrue, misleading or incorrect, will be the value attributed to the specific Chattel to which the warranty relates.

7. GOODS AND SERVICES TAX

- **7.1 Purchase Price:** The Purchase Price is stated exclusive of any GST in respect of the supply of the Assets.
- **7.2 Purchaser Warranty:** The Lessee warrants that, from and including the time of supply up to and including the Closing Date, the Lessee is a registered person under the GST Act and will produce written evidence of registration to the Council upon demand.
- **7.3 GST Zero-Rating:** For the purposes of section 11(1)(m) of the GST Act, the parties:
 - (a) Agreement: agree that the sale of the Assets together with the grant of the Lease of the Premises is the supply of a taxable activity, or part of a taxable activity, that is a going concern and record their understanding that GST is chargeable on that supply at the rate of zero per cent; and
 - (b) Intention: intend that the sale of the Assets together with the Lease of the Premises is the supply of a taxable activity, or part of a taxable activity, that is capable of being carried on as a going concern by the Lessee.
- 7.4 GST Standard-Rating: If the IRD subsequently determines that the supply referred to in clause 7.3 is not chargeable with GST at the rate of zero per cent under section 11(1)(m) of the GST Act, then:
 - (a) GST and Default GST: the Lessee must pay to the Council an amount equal to the GST charged in respect of the supply, together with an amount equal to any Default GST charged in respect of that supply (GST Amount) in addition to the Purchase Price and immediately upon demand being made by the Council but subject to the Lessee's receipt of a tax invoice issued by the Council in respect of the supply;
 - (b) GST Financing Cost: if:

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- (i) the Council pays to the IRD any amount on account of the GST and/or any Default GST charged in respect of the supply (Council's GST Payment); and
- (ii) the Lessee has not paid, in accordance with clause 7.4(a), all or any part of the GST Amount (**GST Shortfall**);

then the Lessee must pay to the Council, in addition to the Purchase Price and the GST Amount (including the GST Shortfall), interest calculated at the Default Interest Rate on the lesser of the Council's GST Payment and the GST Shortfall, from the date of payment of the Council's GST Payment to the IRD until the date of payment in full of the GST Amount to the Council by the Lessee; and

(c) **No Defence:** it is not a defence to any claim by the Council against the Lessee under this clause 7.4 that, by not paying any GST or Default GST when it fell due for payment under the GST Act, the Council failed to mitigate the Council's loss.

8. GENERAL

8.1 Non Merger: The warranties, undertakings, obligations and indemnities given under these Terms will not merge or be treated as discharged on Closing but will remain enforceable to the fullest extent allowable under the law.

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Appendix A

List of Chattels

Holiday Park Chattels List

Queenstown Lakeview Holiday Park:

Hallway

5 x step bins

3 x fans

20 x towels

5 x sheets

1 x electric blanket

4 x pillows

3 x till travs

1 x tent

1 x ioniser

1 x blender

Maintenance Shed

6 x traffic cones

1 x pallet toilet paper

1 x pallet black plastic refuse bags

1 x drum trolley

1 x hydraulic pallet trolley

1 x queen inner sprung mattress

1 x single bed & bed end

2 x step ladders

1 x folding step ladder

1 x mobile lawn sprinklers

1 x hose reel

1 x wheel barrow

1 x John Deere 2305 tractor with

mower

1 x tractor rear attachments

1 x tractor front end loader

attachment

1 x plastic trailer

1 x Ressor electric mixer

1 x 4 stroke lawn mower

1 x weedeater

1 x circular saw

1 x Jetfire heater

1 x electric leaf blower

1 x water cooler

1 x small chest freezer

24 x toilet paper dispensers

3 x ironing boards

1 x Sanyo shredder

1 x post rammer

1 x small electric welder

1 x drill press

1 x fire extinguisher

1 x large skill saw

1 x key cutter

1 x air compressor

1 x 4 ring cook tops in carton

1 x under-bench fridge

Manager Residence

1 x F&P fridge model E372b, ser

CHF15684R

1 x F&P 4 ring hot plate

1 x F&P stainless steel range hood

1 x F&P wall oven N1520 8,

667CB

1 x Panasonic microwave

1 X F&P Nautilus dishwasher

CRM408260 25432454_1.docx 1 x Uniden phone

1 x office chair

1 x computer desk

1 x queen mattress & base

1 x Dimplex heater ser. 92801094

1 x Delonghi oil heater ser.

20520JN

Office and Staffroom

1 x Fellowes shredder

1 x laminator

1 x Brother fax

3 x handheld communicators

2 x desks

3 x office chairs

1 x Simpson deep freeze

1 x Catermaster ice maker

1 x microwave

1 x 4 drawer filing cabinet

1 x 2 drawer filing cabinet

1 x Eagle safe

1 x under-bench frig

1 x dishwasher

Managers Office

1 x desk

1 x PC

2 x chairs

1 x cabinet

Storeroom

13 x single electric blankets

2 x queen electric blankets

4 x shower curtains

1 x toaster

1 x fan heater

1 x wall heater

6 x coffee plungers

1 x hair dryer

1 x monitor mount

8 x dessert plates

7 x large plates

1 x tray kitchen utensils

1 x WII

2 x smoke alarms

1 x HDMI cable

2 x cartons cutlery

26 x S&P shakers

1 x ironing board

2 x caravan cables

1 x Lipton display 1 x roll fabric (curtain liner)

1 x cupboard

2 x queue here signs

67 x ctns park maps

1 x heater

1 x vac cleaner

Lakeview Units' Communals-Kitchen

5 x 4 seater table 4 x 6 seater table 40 x plastic dining chairs

1 x long stainless steel table

4 x 4 ring hot plates

2 x domestic toasters

1 x hot water boiler ser. 00035

1 x fridge F&P ser. CHQ723815

1 x F&P wall oven

1 x Panasonic microwave

2 x knife blocks with 5 knives

3 x fry pans

2 x chopping blocks

2 x wall heaters

1 x large saucepans

2 x med saucepans

2 x small saucepans

3 x large pan lids

2 x med pan lids

3 x small pan lids

2 x long stainless steel table

Lakeview Units' Communals-

Unit cupboards 22 x cupboards equipped as per

unit quest number

2 x 3 sets

14 x 4 sets

6 x 6 sets 1 x Peeler

1 x Washing up brush

1 x Chopping board

2 x teatowels/cloths

9 x small pans

11 x medium pans

4 x large pans Assorted plates Assorted utensils

Lakeview Units' Communals-

Tour Group Kitchen

4 x 4 ring hot plates

1 x Panasonic microwave

1 x F&P Fridge ser. CHQ723883

(hard wired) ser. 3241

1 x 4 slice domestic toaster 1 x Kambrook hot water urn

Units Storeroom

10 x pedestal fans

1 x TV

1 x microwave

2 x folding beds

1 x fan heater

5 x ctns toilet paper

1 x F&P wall oven

1 x long stainless steel table

1 x hot water boiler ser 00146 1 x Roband commercial toaster

1 x folding bed

1 x stepladder

2 x fry pans

1 x toaster

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Upper Camp Communals Kitchen

3 x 4 seater table

4 x 6 seater table (1 slightly

damaged)

3 x 8 seater table

4 x computer chairs - soft

49 x plastic dining chairs

1 x Fire extinguisher

3 x Fridges, F&P C450

DUC779359, DUC781322,

DUC781346

2 x water boilers 007-16 & 003-14

1 x Roband coom. Toaster Model

TA810, ser. 1936

1 x tefal toaster

2 x Skope panel heaters

4 long stainless steel tables

1 x Samsung microwave ser

J59V7MD7B00292Z

10 x 4 ring hot plates

1 x Alba wall oven ser 034181405

Upper Camp Communals TV Room

12 x soft chairs

2 x panel heaters

1 x LG FSTV ser. 211INARBA5ZO

St Johns Linen

164 x Blue bath

47 x blue bath mats

12 x blue face cloths

45 x white towels

7 x white bath mats

7 x white face cloths

50 x dishclothes

99 x sheet blue queen flat

37 x sheet blue queen fitted

205 x blue pillow slips

58 x single flat

56 x single fitted

3 x valance

5 x queen duvets grey

43 x queen duvets asstd

2 x single duvets grey

5 x queen blankets

3 x mattress protectors single

6 x queen electric blankets

11 x single electric blankets

28 x shower curtains

26 x sheets white gueen flat

24 x sheets white queen fitted

23 x sheets white pillow slips

24 x duvet covers

St Johns Linen Unopened

21 x queen flat sheets

40 x queen fitted sheets

17 x single flat sheets

5 x queen valance

4 x queen white sets

32 x single white set

2 x Queen duvets

3 x single duvets

28 x fleece blanket queen blue

3 x fleece blanket single green

Lakeview ST Units

38 x Queen beds

11 x Single beds

47 x Bunks 1+1

2 x Bunks 1+2

46 x Queen Sheets Sets

46 x Queen Duvets

8 x Queens covers 54 x Queen blankets

125 x Single sheet sets

125 x Single duvets

8 x Single covers

31 x Single blankets

209 x Pillows with cases

46 x Electric blankets Q

70 x Electric blankets S

211 x Towels

31 x Brush & pan

4 x Dehumidifier

17 x Fan ceiling

3 x Fan floor

13 x Fan heater

106 x Hangers

10 x Hairdryer 11 x Iron

9 x Ironing board

18 x TV CRT

26 x TV FS

9 x DVD

ST Living

41 x Heating

7 x Mirror

42 x Pictures & advts

27 x Settee

42 x Smoke Alarm

29 x Windows security

ST Dining area

4 x Curtains

4 x Heating

4 x Paintings & Advt

44 x Table

180 x Chairs

ST Kitchen Area

44 x Bench

6 x Coffee filter

22 x Cook Top

39 x Electric jug 21 x Extractor Fan

22 x Floor mats

38 x Fridge

16 x Microwave

16 x Rangehood

21 x Toaster

11 x Windows security

20 x Can opener

8 x Casserole dish

1 x Colander 19 x Cutting board

14 x Electric frypan

23 x Fry pan

9 x Grater

3 x Knife bread

18 x Knife kitchen

11 x Knife paring

6 x Ladle

16 x Masher

8 x Measuring Jug

15 x Mixing bowl

21 x Peeler

17 x Perf. Spoon

16 x Saucepan Ige

9 x Saucepan med 18 x Saucepan small

14 x Serving spoon

19 x Slice

8 x Steamer

16 x Strainer

7 x Tongs

20 x Whisk

124 x Forks

201x Glasses

121 x Knives 208 x Muas

74 x Plates dessert

118 x Plates large

113 x Plates small

54 x Serving bowls 122 x Spoons dessert

73 x Teaspoons

46 x Wineglasses

21 x condiments 39 x complimentaries

37 x Rubbish cont.

ST Sleeping

7 x Clock/radio

ST Bedroom 1

27 x Curtains 51 x Hangers

14 x Heating

1 x Placards etc

18 x Smoke Alarm

15 x Windows security 8 x Clock/radio

ST Bedroom 2

6 x Curtains

16 x Hangers ST Bathroom

42 x Bathmats

44 x Extractor Fan

30 x Face Cloths 7 x Hairdryer

37 x Heating 25 x Rubbish cont.

43 x Shower curtain

44 x Toilet paper dispenser 44 x Toilet brush

ST Entrance

3 x Table 9 x Chairs

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Arrowtown Born of Gold Holiday Park:

Admin

1 x TV & videos on shelves

1 x microwave

1 x under-bench frig

1 x water boiler

1 x 1st aid kit

1 x old floor safe

1 x qty caravan cables

1 x radio

Manager's Accommodation

1 x frig/freezer

1 x stove

Communal Kitchen

1 x Samsung frig

1 x F&P fria

1 x Panasonic TV TH-P42X502

1 x Satellite receiver serial

QU23414416

1 x Sharp microwave

1 x F&P oven

1 x fire extinguisher

House Laundry

2 x Maytag washers

1 x double stacked dryer

1 x Vacuum cleaner

1 x folding table

2 x folding beds

10 x ctns toilet paper

1 x ironing board

7 x ctn plastic rubbish bags

Bunk Rooms

15 x 1+1 bunks

4 x 1+2 bunks

34 x single mattress protectors

34 x single fitted sheets

5 x single inner-sprung

mattresses

29 x single foam mattresses

26 x single slat bases

8 x single wire bases (2 x dodgy)

1 x queen inner-sprung mattress

1 x queen foam mattresses

1 x queen fitted sheets

38 x pillow & cases

Lodge Kitchen

2 x F&P coil top stoves, average

condition

2 x wall mounted soap

dispensers

1 x Panasonic microwave,

average condition

1 x F&P fridge/freezer average condition

1 x Sharp Fresco fridge/freezer

1 x Leonard chest freezer

2 x 4 slice toasters

2 x 3 piece dining tables

37 x blue plastic chairs

4 x white plastic chairs

1 x Panasonic FSTV 42"

1 DVTS - 1B satellite receiver

3 x trays cutlery

2 x boxes asstd kitchen utensils

qty plastic plates

Maintenance Shed

3 x under-bench fridges

2 x rotary mowers

1 x John Deere ride-on mower

1 x John Deere 855 tractor

1 x pedestal fan

1 x knapsack sprayer

1 x small water blaster

1 x 2 ring hot plate

1 x extra ride-on mower

attachment

2 x single mattress and base

1 x cleaning trolley

1 x fan heater

1 x TV1

25 x ctns site maps

6 x stacking chairs

Arrowtown ST

12 x Queen beds

6 x Single beds

12 x Bunks 1+1

12 x Queen Sheets Sets

12 x Queen Duvets

12 x Queens covers

12 x Queen blankets

30 x Single sheet sets

30 x Single duvets

54 x Pillows with cases

19 x Electric blankets Q

54 x Towels

12 x Brush & pan

12 x TV CRT

Living ST

12 x Curtains

12 x Heating

5 x Pictures & advts

11 x Settee

12 x Smoke Alarm

12 x Windows security

12 x Table

50 x Chairs

Kitchen Area ST

12 x Bench

1 x Coffee filter

6 x Cook Top

12 x Electric jug

12 x Frig

6 x Microwave

6 x Toaster

11 x Can opener

10 x Cutting board 8 x Fry pan

1 x Grater

1 x Knife bread

2 x Knife kitchen

12 x Knife paring

1 x Ladle

6 x Masher

8 x Peeler

5 x Perf. Spoon

2 x Saucepan large

5 x Saucepan med

5 x Saucepan small 2 x Serving spoon

6 x Slice

1 x Steamer

10 x Tea pot 4 x Tongs

51 x Forks

50 x Glasses

54 x Knives

52 x Mugs

48 x Plates dessert

45 x Plates large

50 x Plates small

29 x Serving bowls

46 x Spoons dessert

52 x Teaspoons 6 x Condiments

12 x Complimentaries

12 x Rubbish cont.

Sleeping ST 3 Clock/radio

Bedroom1 ST

6 x Curtains 10 x Hangers

1 x Heating

1 x Placards etc

1 x Settee

3 x Windows security

Bathroom ST

12 x Bathmats

11 x Extractor Fan

12 x Rubbish cont.

12 x Shower curtain 12 x Toilet paper dispenser

12 x Toilet brush

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Wanaka Lakeview Holiday Park:

25 x Queen beds

5 x Single beds

45 x Bunks 1+1

11 x Bunks 1+2

34 x Queen Sheets fitted

19 x Queen sheets flat

5 x Queen valance

19 x Queen duvets

6 x Queen covers

24 x Queen blankets

76 x Single sheet fitted

41 x Single sheets flat

39 x Single duvets

41 x Single covers

20 x Single blankets

156 x Pillows with cases

15 x Electric blankets Q

20 x Electric blankets S

70 x Towels

Bathroom

1 x Mirror

Shed

1 x Homemade trailer

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Glendhu Bay Lakeside Holiday Park:

Managers House

- 1 x washing machine
- 1 x dishwasher

Old House

- 1 x Dinning table
- 6 x Dining chairs (unmatched)
- 1 x 2x2 Seater couches
- 1 x 2x1 Seater chair
- 1 x stereo
- 1 x TV
- 1 x Wooden wall unit
- 1 x Freeview decoder
- 1 x Coffee table
- 1 x Kelvinator fridge freezer
- 1 x Bar fridge
- 1 x Jug and toaster
- 1 x F&P Pepper stove
- 1 x Rangehood
- 1 x Microwave
- 1 x Crockery and Cutlery for 10 settings (mismatched)
- 1 x Pots etc
- 1 x Vacuum cleaner
- 2 x Ironing Boards
- 1 x 4 Burner gas BBQ
- 1 x Double bed and mattress
- 4 x 2 Single bunk bed sets (6 thick mattresses, 2 thin
- mattresses)
- 1 x Drawers 10 x Pillows
- 10 x Pillow protectors
- 10 x mattress protectors

Office

- 1 x Small chest freezer 150 L
- 2 x Tall office chairs
- 2 x office chairs
- 1 x Filing cabinet
- 1 x Storage cupboard
- 1 x Small safe
- 1 x cash register
- 2 x Panasonic cordless phones

Shop

- 1 x Prestcold chest freezer
- 1 x Bonaire chest freezer
- 1 x F&B Leonard chest freezer
- 1 x Cater chill double chest freezer
- 1 x Hoshizaki ice making machine
- 1 x Debonair display chiller
- 1 x Festive display chiller
- 1 x Atlas commercial

thermowave benchtop oven

- 1 x Hayman pie warmer (large)
- 2 x Electric insect zappers
- 1 x F&B chest freezer
- 1 x Vee ray blue seal gas deep

fryer - 2 basket

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- 1 x Simple stainless catering trolley
- 1 x Mistral upright pedestal fan
- 1 x Toshiba portable air conditioning unit
- 1 x Avery commercial scales
- 1 x Hayman pie warmer (small)
- 1 x Henry berry milkshake maker
- 2 cup

Cabin 1

- 2 x 2 Single bunk sets (2 thick mattresses, 2 thin mattresses)
- 1 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 4 x Pillows
- 4 x Pillow protectors
- 4 x Mattress protectors

Cabin 2

- 2 x 2 Single bunk sets (2 thick mattresses, 2 thin mattresses)
- 1 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 4 x Pillows
- 4 x Pillow protectors
- 4 x Mattress protectors

Cabin 3

- 1 x Double bed with single bunk over (1 double thick mattress, 1 single thin mattress)
- 1 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 3 x Pillows
- 3 x Pillow protectors
- 2 x Mattress protectors

Cabin 4

- 1 x Double bed (1 double thick mattress)
- 1 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 2 x Pillows
- 2 x Pillow protectors
- 1 x Mattress protectors

Cabin 5

- 1 x Double bed (1 double thick mattress)
- 1 x Chair
- 1 x Drawer set
- 1 x Oil fin heater
- 1 x Wall heater
- 2 x Pillows
- 2 x Pillow protectors
- 1 x Mattress protectors

Cabin 6

- 1 x Double bed (1 double thick mattress)
- 1 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 2 x Pillows
- 2 x Pillow protectors
- 1 x Mattress protectors

Cabin 7

- 1 x Double bed
- 1 x 2 single bunk sets (thin mattresses)
- 1 x Westinghouse small fridge freezer
- 1 x Atlas benchtop oven/grill old style
- 1 x Microwave
- 1 x Table
- 4 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 4 x Pillows
- 4 x Pillow protectors
- 3 x Mattress protectors

Cabin 8

- 1 x Double bed
- 1 x 2 single bunk sets (thin mattresses)
- 1 x Panasonic microwave
- 1 x Table
- 4 x Chair
- 1 x Oil fin heater
- 1 x Wall heater
- 1 x Electric jug

Cabin 10

- 1 x double bed
- 1 x Table
- 3 x Chairs
- 1 x Small Cascade fridge
- 1 x Kambrook Microwave
- 1 x Electric hot plate
- 1 x Toaster
- 1 x Oil fin heater
- 2 x Pillow protectors
- 1 x Mattress protector

Kitchen - Main Block

- 1 x Scope Double glass door fridge
- 1 x Zone TV and DVD combo
- 1 x Freeview decoder
- 6 x Small round tables
- 12 x Chairs 1 x Couch
- 1 x F&B Paprika stove
- 1 x Sanyo Microwave
- 3 x Toaster
- 4 x bench fitted electric double hotplates

G/

Women's Toilet - Main Block

1 x Oil fin heater

Linen/Store Room

1 x Euro wet and dry vacuum cleaner

1 x High chair

1 x Rocket vac backpack vacuum cleaner

1 x TV 16 inch

1 x Oil fin heater

1 x Plastic cleaning trolley

Lodge

1 x Bed settee

1 x Dining room table

1 x Square table

1 x Electric panel heater

1 x Kelvinator fridge

1 x Chef 23 Dual Oven

11 x Chairs

8 x 2 Single bunk sets (thin mattresses)

1 x Oil fin heater

1 x Jug and toaster

1 x National Microwave

Kitchen - Mt Aspiring Block

1 x Westinghouse Stove

1 x Skope single glass door fridge

1 x Atlas benchtop oven

Maintenance/Machinery

1 x Tractor Ford 5000 with front bucket, form and mowing attachments

1 x 2160 Iseki Tractor 2 and 4WD – with mowing attachments

4 x Quantum handmowers - 4 stroke

1 x Husqvarna 2 stroke blower vac

1 x Husqvarna 2 stroke Weedeater

1 x Hitachi 18 volt battery drill – battery and torch

1 x Icon impact drill - power

1 x Black and decker skill saw

1 x Makita grinder 125mm

1 x G Force random sander

1 x Bench grinder

1 x Tooline air compressor 40 L with hose and attachments

1 x Solo 475 backpack sprayer

1 x Homelite 40cc chainsaw

2 x Caravan extension leads

3 x Power leads

6 x 20 Metre water hoses

2 x Small benchtop ovens

1 x Microwave

3 x Desktop fans

4 x Portable twin hotplates

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Outdoors

9 x Wooden picnic tables

4 x Steel picnic sets

10 x 240 Litre blue wheelie rubbish bins

8 x 150 Litre blue wheelie rubbish bins

1 x Wheelbarrow

Playground

1 x Slide

1 x set of swings

1 x large playground set

1 x rope climbing frame

Various

1 x Large Canadian canoe

8 x assorted size life jackets

3 x old cash registers

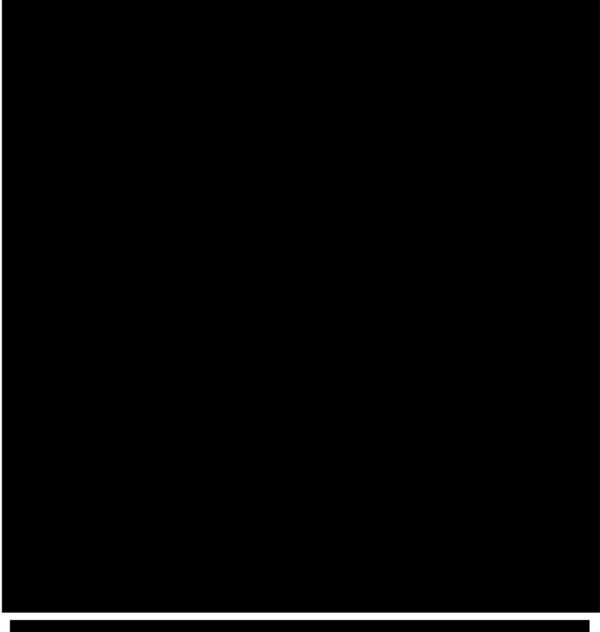
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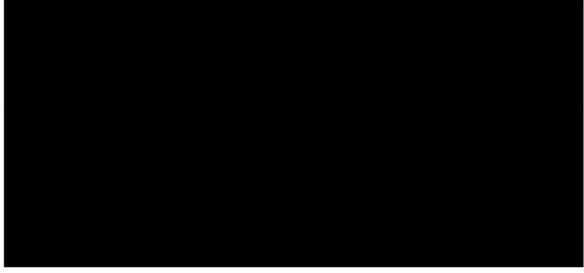
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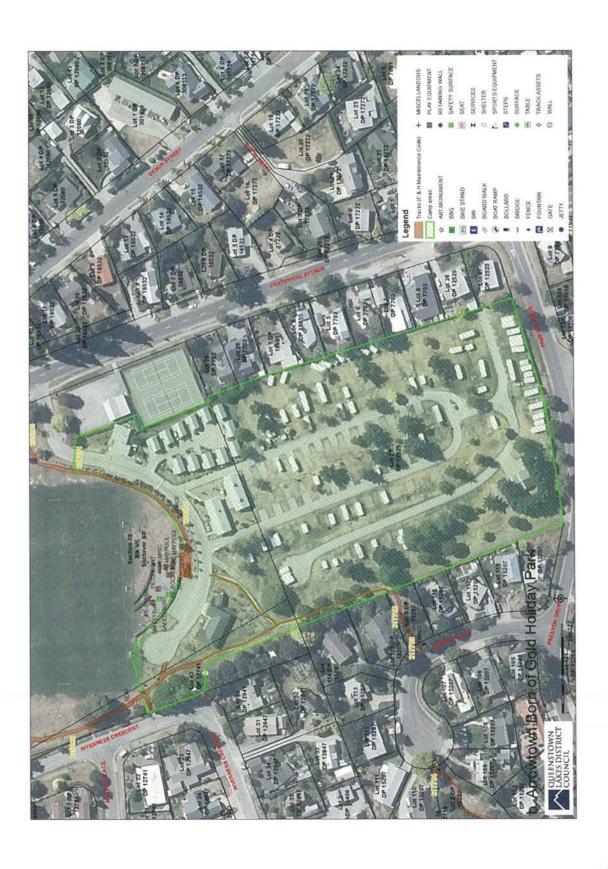
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SCHEDULE 3 PLANS OF PREMISES



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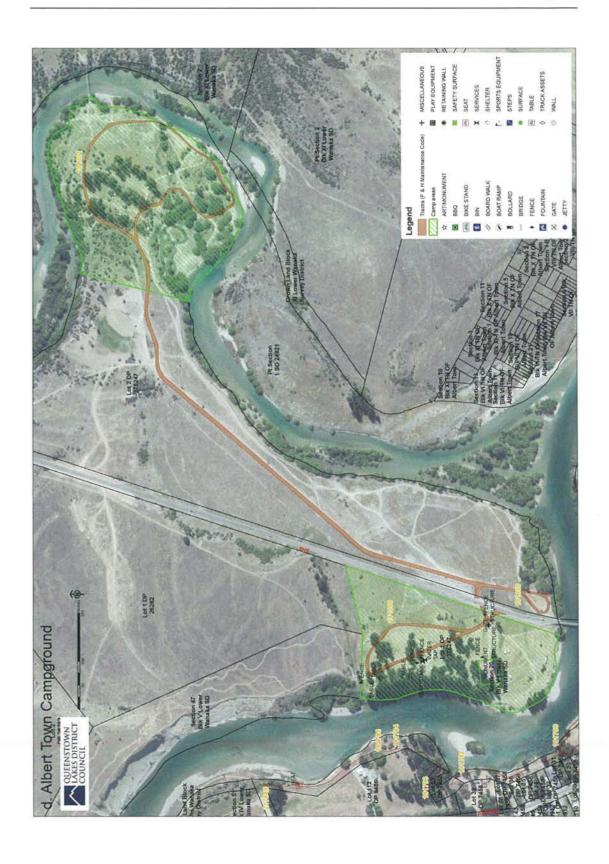
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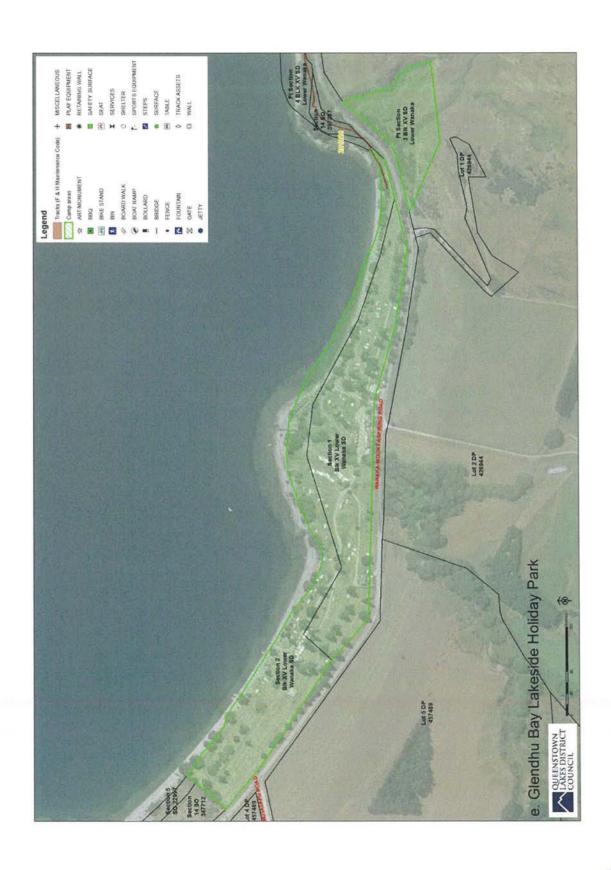
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SCHEDULE 4

RESERVES

Reserve Premises	Legal Description	Total Area
Queenstown Lakeview Holiday Park	 Part Block XXXII Town of Queenstown (CFR OT46/92 in the name of Queenstown Borough Council) Section 1 Block LVI Town of Queenstown Part Block LVI Town of Queenstown Section 1 SO 12299 (CFR 1844 fee simple land, not subject to Reserves Act 1977) 	27025 m ²
Arrowtown Born of Gold Holiday Park	 Country Section 38 Block VII Shotover Survey District (CFR OT46/31 in the name of Her Majesty the Queen) Lot 25 Deposited Plan 12525 (CFR OT5A/31 in the name of The Arrowtown Borough Council) Lot 43 Deposited Plan 12741 (CFR OT5A/1131 in the name of Arrowtown Borough Council) 	28467 m ²
Wanaka Lakeview Holiday Park	Section 12 Block XV Town of Wanaka	47645 m ²
Albert Town Camp Ground	 Lot 1 DP 375247 (part CFR 302906) Lot 2 DP 375247 (part CFR 302906) 	81535 m ² 117,338 m ²
Glendhu Bay Lakeside Holiday Park	 Section 1 Block XV Lower Wanaka Survey District Section 2 Block XV Lower Wanaka Survey District Part Section 3 Block XV Lower Wanaka Survey District 	142,814 m ²

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