

Shared Use Principles and Cost Recovery Protocols for Woodhill Forest



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WOODHILL FOREST: SHARED USE PRINCIPLES AND COST RECOVERY PROTOCOLS

EFFECTIVE March 30, 2017

BACKGROUND

- A Ngāti Whātua o Kaipara has mana whenua over the Land by virtue of whakapapa, historical interests and ongoing association detailed in the Historic Account at clause 2 of the Ngāti Whātua o Kaipara Deed of Settlement, dated 9 September 2011. Pursuant to the Ngāti Whātua o Kaipara Claims Settlement Act 2013, Ngā Maunga Whakahii o Kaipara Custodian Trustee Limited (as custodian trustee of the Ngā Maunga Whakahii o Kaipara Development Trust) owns the freehold estate in the Land.
- B A number of different parties with different interests have rights to access and use the Land:
- B.1 TPL is the current licensee under the CFL (and TPL's interests in the CFL are managed and administered by Hancock);
 - B.2 NMWoK and Matariki are parties to the Joint Venture; and
 - B.3 NMWoK has granted Non-Forestry Licences to the Non-Forestry Licensees.
- C This document sets out:
- C.1 how the different parties will share use of the Land; and
 - C.2 how the various costs relating to the infrastructure in and around the Land are to be shared among all the parties.
- D The documents relating to the Joint Venture and the Non-Forestry Licences incorporate these Shared Use Principles and Cost Recovery Protocols, by reference.

THE WOODHILL FOREST SHARED USE PRINCIPLES AND COST RECOVERY PROTOCOLS ARE as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

Unless the context requires otherwise:

Boundary Fence means a fence erected or placed on or adjacent to the legal boundary of the Land.

CFL means Crown Forestry Licence dated 21 June 1991 and comprised in Computer Interest Register NA100A/7 (North Auckland Registry).

CFL Land means those parts of the Land subject to the CFL (as may be reduced from time to time).



CFL Roads means the roads located within the CFL Land which are not the Public Access Easement Areas.

Crown means Her Majesty the Queen.

Hancock Hancock Forest Management (NZ) Limited.

Internal Fence means a fence located within the Land and not adjacent to or on the legal boundary of the Land.

Joint Venture means the joint venture between NMWoK and Matariki under which NMWoK (as landowner) has granted a forestry right over the Return Area Land to the Joint Venture and Matariki is the contracted manager for the Joint Venture.

Land means the Woodhill Forest, comprising approximately 12,388 hectares and described as Lots 1 and 2 DP 138526, and Part Lot 1 and Lots 2 and 3 DP 138527 in the North Auckland Land District (subject to survey).

Matariki means Matariki Forests an unlimited liability company (company number 1665573).

Ngahere Woodhill Health, Safety and Access Committee means the committee established by TPL, NMWoK and Matariki.

NMWoK means Ngā Maunga Whakahii o Kaipara Development Trust, Ngā Maunga Whakahii o Kaipara Custodian Limited and Ngā Maunga Whakahii o Kaipara Investment Limited (each of them together or separately, as the context requires).

Non-Forestry Licence means each licence over the Land and listed in the Schedule (as updated by NMWoK from time to time).

Non-Forestry Licence Land means that of the Land which the Non-Forestry Licensee has the right to use under the terms of its Non-Forestry Licence.

Non-Forestry Licensee means a party to a Non-Forestry Licence, other than NMWoK.

Public Access Easement Areas means Tasman Road, Rimmer Road and Coast Road.

Return Area Land means those parts of the Land which are not subject to the CFL (as may be increased from time to time).

Return Area Roads means the roads located within the Return Area Land which are not the Public Access Easement Areas.

TPL means TPL 3 Limited.

TPL Fire Plan means the fire plan developed by TPL in respect of the Land as updated or amended from time to time.



Woodhill Fire Plan means the fire plan to be prepared by NMWoK and TPL in respect of the Land as updated or amended from time to time.

1.2 **Construction**

In the construction of this agreement, unless the context requires otherwise:

Headings: headings appear as a matter of convenience and do not affect the construction of these Shared Use Principles and Cost Recovery Protocols;

Including words: including and similar words do not imply any limitation;

Joint and Several Liability: any provision of these Shared Use Principles and Cost Recovery Protocols to be performed or observed by two or more persons binds those persons jointly and severally;

Negative Obligations: a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;

Parties: a reference to a party includes that party's personal representatives/employees/contractors/invitees/successors and permitted assigns as the context requires;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Schedules and background: the schedules and background form part of these protocols;

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations; and

Writing: a reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

2 **KAIPARA HAS MANA WHENUA**

2.1 **Mana whenua**

Ngāti Whātua o Kaipara has mana whenua over the Land by virtue of whakapapa, historical interests and ongoing association detailed in the Historic Account at clause 2 of the Ngāti Whātua o Kaipara Deed of Settlement, dated 9 September 2011. Pursuant to the Ngāti Whātua o Kaipara Claims Settlement Act 2013, Ngā Maunga Whakahii o Kaipara Custodian Trustee Limited (as custodian trustee of the Ngā Maunga Whakahii o Kaipara Development Trust) owns the freehold estate in the Land.



2.2 Rights to use Land

As landowner, Ngā Maunga Whakahii o Kaipara Custodian Limited has the right to use the Land and grant access to other people to use the Land for any purpose, so long as that use does not unreasonably interfere with:

- (a) the rights granted to TPL under the CFL (which are limited to carrying out its forestry operations on the CFL Land);
- (b) the rights granted to the Joint Venture (which are limited to carrying out forestry operations on the Return Area Land);
- (c) the rights granted to the Non-Forestry Licensees under the Non-Forestry Licenses (which apply to activities over the CFL Land and the Return Area Land).

2.3 Restricting public access

- (a) Prior to the transfer of the CFL from the Crown to Kaipara, the public had largely unfettered access to the Land for a long period of time. Now that the Land is privately owned by Ngā Maunga Whakahii o Kaipara Custodian Trustee Limited (as custodian trustee of the Ngā Maunga Whakahii o Kaipara Development Trust), there is no longer a general right for the public the access the Land (other than the Public Access Easement Areas); however it is taking some time to educate members of the public of this change.
- (b) Accordingly:
 - (i) NMWoK will take all reasonable steps to restrict public access to the Return Area Land. Members of the public will only be able to access the Return Area Land if they have been issued a specific access permit by NMWoK, or are otherwise an invitee or customer of one of the Non-Forestry Licensees; and
 - (ii) TPL will take all reasonable steps to restrict public access to the CFL Land. Members of the public will only be able to access the CFL Land if they have been issued a specific access permit by TPL.

2.4 Wahi Tapu

- (a) As landowner, NMWoK is responsible for the protection of all wahi tapu (sacred) sites on the Land.
- (b) It is proposed that the Ngahere Woodhill Health, Safety and Access Committee develop a set of health and safety policies, procedures, protocols and safety directions which will apply to all persons operating on and using, the Land, including persons accessing wahi tapu sites.
- (c) Until those policies have been developed by the Ngahere Woodhill Health, Safety and Access Committee:
 - (i) any person accessing a wahi tapu site on CFL Land must adhere to TPL's health and safety policies, procedures, protocols and safety directions; and



- (ii) any person accessing a wahi tapu site on Return Area Land must adhere to NMWoK's health and safety policies, procedures, protocols and safety directions.

2.5 **Rights of the Joint Venture over the Land**

The rights of the Joint Venture are limited to Return Area Land, except to the extent the Joint Venture is required to access CFL Land in order to carry out its activities, in which case NMWoK will request access to the CFL Land from TPL and the Joint Venture will comply with TPL's reasonable directions, protocols and policies where access is required over CFL Land.

2.6 **Non-Forestry Licensee access to CFL Land**

Non-Forestry Licensees have, and will continue to have, rights to access and use CFL Land and Return Area Land to carry out their activities. Each Non-Forestry Licensee agrees to:

- (a) comply with NMWoK's reasonable directions, protocols and policies where that Non-Forestry Licensee is carrying out activities on Return Area Land and/or required to access Return Area Land in order to carry out its activities;
- (b) comply with TPL's reasonable directions, protocols and policies where that Non-Forestry Licensee is carrying out activities on CFL Land and/or required to access CFL Land in order to carry out its activities.

3 **HEALTH AND SAFETY**

3.1 **Health and Safety paramount**

- (a) Health and safety is a key consideration for NMWoK (as landowner), TPL, the Joint Venture and all Non-Forestry Licensees, particularly in light of the range of activities to be undertaken on the Land, including commercial forestry activities, recreational activities, and access by members of the public under permits.
- (b) It is proposed that the Ngahere Woodhill Health, Safety and Access Committee develop a set of health and safety policies, procedures, protocols and safety directions which will apply to all persons operating on and using, the Land. Until these are jointly developed and agreed, the following will apply:
 - (i) in relation to CFL Land, TPL's health and safety policies, procedures, protocols and safety directions will be the primary governing health and safety documents;
 - (ii) in relation to Return Area Land, NMWoK's health and safety policies, procedures, protocols and safety directions will be the primary governing health and safety documents.
- (c) Matariki and each Non-Forestry Licensee agrees to:
 - (i) comply with the relevant health and safety policies, procedures, protocols and safety directions as they relate to the use and co-ordination of activities on the Land, provided that no party is required to comply with such policies,



procedures, protocols and safety directions if to do so would unreasonably prevent or hinder that party from exercising its legal rights over the Land;

- (ii) comply with their obligations under all applicable health and safety legislation;
- (iii) comply with all regulations, Approved Codes of Practice and Safe Work Instruments as promulgated by the regulator from time to time;
- (iv) manage health and safety risks related to their activities and operations on the Land;
- (v) consult, co-ordinate and co-operate with all other authorised users of the Land on health and safety matters, as reasonably necessary; and
- (vi) ensure their health and safety plans take into account the shared nature of the Land, including hazards resulting from the shared use of the Public Access Easement Areas.

3.2 **Notification of hazards and reporting**

Matariki and each Non-Forestry Licensee agrees to:

- (a) notify NMWoK of the intended use of the Land and any change to the use of Land or nature of activities and operations carried out on the Land;
- (b) have procedures and processes in place to give 48 hours' notice in writing to NMWoK of any health and safety hazards associated with any activities and operations being carried out on the Land;
- (c) report all hazards and potential hazards as required by law;
- (d) make its health and safety documentation, including, but not limited to, health and safety management systems, policies, procedures, accident registers and investigation reports, available to NMWoK for audit on request; and
- (e) comply with any health and safety investigation carried out in respect of an incident or accident on the Land.

4 **ROADING**

4.1 **Access**

Public Access Easement Areas

- (a) All members of the public have the right to use the Public Access Easement Areas during daylight hours. Members of the public are not permitted to enter any part of the Land beyond a Public Access Easement Area unless:
 - (i) they have been granted a permit by NMWoK in relation to Return Area Land;
 - (ii) they have been granted a permit by TPL in relation to CFL Land; or



- (iii) they are a customer or invitee of one of the Non-Forestry Licensees and are using the Non-Forestry Licence Land.

CFL Roads

- (b) Only TPL and its permitted invitees are permitted to use the CFL Roads. If the Joint Venture or a Non-Forestry Licensee requires use of a CFL Road, they must make a request to NMWoK and NMWoK will request use of the road from TPL. TPL may withhold consent where it considers such use will pose a health and safety risk and may impose terms and conditions on the use of CFL Roads.

Return Area Roads

- (c) Only NMWoK and its permitted invitees are permitted to use the Return Area Roads. NMWoK agrees that the Joint Venture and Non-Forestry Licensees, and each of their customers and invitees, may use the Return Area Roads. A Non-Forestry Licensee cannot stop the invitees of NMWoK, the Joint Venture or any other Non-Forestry Licensee using a Return Area Road which goes through the Non-Forestry Licence Land, unless the Return Area Road has been closed for safety reasons.

4.2 Closing roads

Public Access Easement Areas

- (a) Public Access Easement Areas may be closed by NMWoK during the evening and/or for safety reasons. As at the date of these Protocols, Coast Road is closed to motor vehicles due to safety reasons. If the Joint Venture or a Non-Forestry Licensee wants to close a Public Access Easement Area for safety reasons, it must give NMWoK reasonable prior written notice of the closure and is responsible for all related direct costs, including appropriate signs notifying the closure, but excluding any costs incurred by NMWoK. NMWoK will give notice of a closure of a Public Access Easement Area to TPL, the Joint Venture and to all Non-Forestry Licensees.

CFL Roads

- (b) CFL Roads may be closed by TPL for safety reasons. If TPL gives NMWoK notice of a closure, NMWoK will then give notice of the closure to the Joint Venture and to all Non-Forestry Licensees. If the Joint Venture or a Non-Forestry Licensee wants to close a CFL Road, it must make a written request to TPL.

Return Area Roads

- (c) Return Area Roads may be closed by NMWoK for safety reasons. If the Joint Venture or a Non-Forestry Licensee wants to close a Return Area Road, it must give NMWoK reasonable prior written notice of the closure and is responsible for all related direct costs, including appropriate signs notifying the closure, but excluding any costs incurred by NMWoK. NMWoK will give notice of a closure of a Return Area Road to TPL, the Joint Venture and to all Non-Forestry Licensees.

4.3 Maintenance

Public Access Easement Areas

- (a) NMWoK is not responsible for repair and maintenance of Public Access Easement Areas. If any person requires a Public Access Easement Area to be repaired, upgraded or maintained in order for it, or its sub-contractors or sub-licensees to carry out their activities, it can arrange and pay for the work itself, or arrange for the Crown to carry out that work.

**CFL Roads**

- (b) NMWoK is not responsible for the repair and maintenance of CFL Roads and TPL shall retain all of its rights and obligations in relation to the CFL Roads as set out in the CFL.
- (c) If NMWoK, the Joint Venture or a Non-Forestry Licensee requires the use of a CFL Road to which TPL has consented pursuant to clause 4.1(b) and NMWoK, the Joint Venture or Non-Forestry Licensee wishes for the CFL Road to be repaired or maintained in order to carry out its activities, it may (subject to the prior consent of TPL, not to be unreasonably withheld) arrange and pay for the work itself.
- (d) If the Joint Venture, a Non-Forestry Licensee or any other permitted invitee of NMWoK has been granted a permitted activity sub-licence or any other access to the Land, and it or its invitees cause damage to a CFL Road, NMWoK is responsible for arranging and paying for the repair of the CFL Road.
- (e) NMWoK may require its Non-Forestry Licensees and other permitted invitees to pay for such costs directly or provide bonds to cover costs such as maintenance of roads.

Return Area Roads

- (f) NMWoK is responsible for the repair and maintenance of Return Area Roads.
- (g) If the Joint Venture, a Non-Forestry Licensee or any other permitted invitee of NMWoK has been granted a permitted activity sub-licence or any other access to the Land, and it or its invitees cause damage to a Return Area Road, NMWoK is responsible for arranging and paying for the repair of the Return Area Road.
- (h) NMWoK may require its Non-Forestry Licensees and other permitted invitees to pay for such costs directly or provide bonds to cover costs such as maintenance of roads.

Separate maintenance arrangements

- (i) Nothing in this agreement shall prevent TPL, NMWoK, Matariki (acting under the Joint Venture) and Non-Forestry Licensees that have a shared interest in a particular Public Access Easement Area, CFL Road and/or Return Area Road from agreeing between them that:
 - (i) one party is the predominant user of the relevant road;
 - (ii) the predominant user is responsible for co-ordinating all required maintenance on the relevant road; and
 - (iii) the predominant user may recover costs from the other users which reflects those parties' use of the road or roads.

Any such arrangements sit outside of the contractual relationship with NMWoK.



5 OTHER OPERATIONAL MATTERS

5.1 General principle

Each Non-Forestry Licensee is responsible for the costs associated with the activities in its Non-Forestry Licence Land, to the extent of its own requirements including:

- (a) security gates and padlocks;
- (b) security personnel;
- (c) signage;
- (d) boundary and internal fencing;
- (e) costs related to managing fire risks;
- (f) fire dams;
- (g) shared use of radio frequencies;
- (h) tracks;
- (i) health and safety; and
- (j) any other general maintenance.

5.2 Security gates and padlocks

- (a) NMWoK is not responsible for providing or maintaining security gates and padlocks on the Public Access Easement Areas or the Return Area Land.
- (b) As at the date of these Shared Use Principles and Cost Recovery Protocols:
 - (i) NMWoK has consented to TPL installing gates with padlocks across a number of Public Access Easement Areas and Return Area Roads;
 - (ii) NMWoK may request keys from TPL if such keys are required by NMWoK or a Non-Forestry Licensee;
 - (iii) if TPL charges NMWoK for the keys it issues, NMWoK may pass those costs on to the Non-Forestry Licensee that has requested the keys;
 - (iv) TPL must give reasonable notice to NMWoK before changing the padlocks.
- (c) NMWoK may, at any time and in its sole discretion, chose to provide security gates and padlocks on the Public Access Easement Areas and/or the Return Area Land. NMWoK will notify all Non-Forestry Licensees of any such security gates and padlocks and:
 - (i) a Non-Forestry Licensee may request keys from NMWoK, which NMWoK must provide within a reasonable time;



- (ii) NMWoK may charge the Non-Forestry Licensee for the keys it issues;
- (iii) NMWoK must give reasonable notice to all Non-Forestry Licensees before changing the padlocks.

5.3 **Security personnel**

- (a) NMWoK is not responsible for providing security personnel on the Land.
- (b) If a Non-Forestry Licensee wishes to arrange security personnel to protect its assets and operations, it may arrange and pay for the security costs itself.
- (c) Each Non-Forestry Licensee must inform NMWoK of all security operations on the Land.
- (d) The security operations of one person must not unreasonably interfere with the activities and operations of NMWoK, the Joint Venture, TPL or any other Non-Forestry Licensee.

5.4 **Signs**

- (a) NMWoK is not required to erect or maintain signs on the Land.
- (b) NMWoK may in its discretion, erect and maintain signs making it clear that members of the public may only access the Public Access Easement Areas and otherwise are not permitted on the Land unless they have been granted a specific public access permit by NMWoK (in respect of Return Area Land), by TPL (in respect of CFL Land) or are otherwise an invitee of NMWoK, TPL or a Non-Forestry Licensee.
- (c) A Non-Forestry Licensee may erect and maintain signs at its own cost. A Non-Forestry Licensee may only erect signs in its Non-Forestry Licence Land.
- (d) Signs must not unreasonably interfere with the activities and operations of NMWoK, the Joint Venture, TPL or any other Non-Forestry Licensee.

5.5 **Boundary Fences**

- (a) NMWoK is not required to erect or maintain Boundary Fences on the Land.
- (b) If the owner of adjoining land requires NMWoK to contribute to the cost of building and maintaining a Boundary Fence, each Non-Forestry Licensee will pay NMWoK a proportion of the costs, calculated by the proportion of the Non-Forestry Licence Land that is adjacent to or under the proposed Boundary Fence, relative to the length of the total Boundary Fence.
- (c) A Non-Forestry Licensee may erect and maintain a Boundary Fence at its own cost. A Non-Forestry Licensee may only erect a Boundary Fence in its Non-Forestry Licence Land, unless NMWoK otherwise gives approval.
- (d) Boundary Fences must not unreasonably interfere with the activities and operations of NMWoK, the Joint Venture, TPL or any other Non-Forestry Licensee.



5.6 Internal fences

- (a) NMWoK is not required to erect or maintain Internal Fences on the Land.
- (b) A Non-Forestry Licensee may erect and maintain Internal Fences at its own cost. A Non-Forestry Licensee may only erect Internal Fences in its Non-Forestry Licence Land, unless NMWoK otherwise gives approval.
- (c) Internal Fences must not unreasonably interfere with the activities and operations of NMWoK, the Joint Venture, TPL or any other Non-Forestry Licensee.

5.7 Tracks

- (a) NMWoK is not required to maintain any tracks on the Land.
- (b) A Non-Forestry Licensee may maintain tracks in its Non-Forestry Licence Land at its own cost.
- (c) If the invitees of two or more Non-Forestry Licensees use the same track, the Non-Forestry Licensees' may determine as between themselves how to manage and allocate costs of repair and maintenance.

5.8 Costs related to managing fire risks

- (a) TPL is responsible for fire management in the CFL Land and for managing all fire risks related to its activities and operations.
- (b) NMWoK (and where relevant, the Joint Venture) is responsible for fire management in the Return Area Land and for managing all fire risks related to its activities and operations.
- (c) Each Non-Forestry Licensee is responsible for fire management in its own Non-Forestry Licence Land and for managing all fire risks related to its activities and operations.
- (d) The Non-Forestry Licensees acknowledge that they are sharing use of the Land with TPL, NMWoK and the Joint Venture, and any fire risk in one part of the Land will impact on other parties and their use of the Land. As such, all users of the Land will work together to ensure fire risk is managed.

5.9 Fire dams

- (a) The CFL Land includes a number of fire dams. TPL shall maintain and fence off the fire dams and provide ropes in and around all fire dams located within the CFL Land, regardless of how close that fire dam is to a Public Access Easement Area.
- (b) Once a fire dam becomes part of Return Area Land, NMWoK shall maintain and fence off the fire dams and provide ropes in and around all fire dams located within the Return Area Land, regardless of how close that fire dam is to a Public Access Easement Area.

5.10 Radio Frequencies

TPL shall permit NMWoK, the Joint Venture and the Non-Forestry Licensees (together with any sub-licensees) to use the Road Safety Channel (Channel 69) at their own



cost. Prior to any use of Channel 69, NMWoK, the Joint Venture, the Non-Forestry Licensees and/or sub-licensees shall first complete and return to TPL an application form for the use of Channel 69 and shall comply with any conditions that TPL may impose in respect of the use of Channel 69.

5.11 **Fire Assets**

As at the date of these Shared Use Principles and Cost Recovery Protocols, TPL provides the following assets for the shared protection of the Land (and pays the costs associated with such assets):

- (a) 1 fire tanker and equipment within;
- (b) 1 fire trailer and equipment within;
- (c) fire pump sets and equipment within;
- (d) fire dams (portable and in forest), tanks (in forest), and pipes;
- (e) testing and training in the use of the equipment;
- (f) rural fire authority costs or levies; and
- (g) repeater radio communications over the Land.

In the event of a fire or other emergency, NMWoK, TPL, Matariki and the Non-Forestry Licensees will make any fire or emergency equipment located on the Land and owned by that party available to be used to respond to such fire or other emergency in accordance with the protocols referred to in clause 5.12.

5.12 **Rural Fire**

- (a) Matariki and the Non-Forestry Licensees agree to comply with the following fire protocols:
 - (i) standards set by the National Rural Fire Authority under section 14A(2)(k) of the Fire Service Act 1975;
 - (ii) the then current Auckland Rural Fire Plan;
 - (iii) the Woodhill Fire Plan;
 - (iv) until the Woodhill Fire Plan has been finalised, the applicable parts of TPL's Fire Plan including in relation to the fire equipment required to be carried when entering the forest under a permit;
 - (v) Forest and Rural Fire Act 1977, Forest and Rural Fires Regulations 2005 and any other lawful requests made by warranted rural fire officers.
- (b) Matariki and the Non-Forestry Licensees agree that no fires are to be lit on the Land unless:



- (i) a valid fire permit is issued by a warranted rural fire office ("Fire Permit");
- (ii) NMWoK and TPL are both given a written copy of the Fire Permit including all conditions (if any) to be satisfied; and
- (iii) NMWoK and TPL both consent in writing to the fire being lit on the Land.

5.13 **Hot Work**

Matariki and the Non-Forestry Licensees agree that no hot work will be undertaken unless NMWoK and TPL are both given prior notice, and such any hot work is undertaken in accordance with the Woodhill Fire Plan or until the Woodhill Fire Plan has been finalised, the relevant part of TPL's Fire Plan.

5.14 **Pests and Diseases**

Matariki and the Non-Forestry Licensees agree to take all practical steps to ensure recent overseas arrivals' footwear is treated with an approved biocide prior to entering the Land. Matariki and the Non-Forestry Licensees agree to observe all Ministry of Primary Industries restrictions that might be placed on the Land should a biosecurity event occur.

5.15 **Wild Animal Control**

TPL will be responsible for managing wild animals within the CFL Land and NMWoK will be responsible for managing wild animals within the Return Area Land. As part of the animal control, the parties acknowledge that NMWoK will issue hunting permits to certain individuals, who will have access to defined areas of the Land.

6 **GENERAL**

6.1 **Disputes**

All contractual obligations under the Non-Forestry Licences sit between NMWoK and each Non-Forestry Licensee. All contractual obligations under the Joint Venture sit between NMWoK and Matariki. As such, enforcement of these Shared Use Principles and Cost Recovery Protocols and any related disputes will be managed by NMWoK.

6.2 **Updates to the Shared Use Principles and Cost Recovery Protocols**

NMWoK may update these Shared Use Principles and Cost Recovery Protocols at any time. NMWoK will give Matariki and each Non-Forestry Licensee written notice of a change to the Shared Use Principles and Cost Recovery Protocols.

6.3 **Conflicts**

In the event of any conflict between these Shared Use Principles and Cost Recovery Protocols and the terms of a Non-Forestry Licence or the Joint Venture documents, the terms of the Non-Forestry Licence or the Joint Venture documents (as relevant) will prevail.



SCHEDULE

NON-FORESTRY LICENCES OVER THE LAND

1. COMMERCIAL SUB-LICENCES (RECREATION)

1.1 Bike Parks Limited

Access Licence for Mountain Bike Park.

1.2 Tree Adventures Limited

Access Licence for Tree Adventure Park.

1.3 Black Hawk Security Limited

1.4 Permitted to run and use the 4WD Adventure Park on a rolling basis. The Sandpit 2007 Limited

Access Licence for motorcycle and quad bike activity.

1.5 Delta Force NZ Limited

Access Licence for paintball games.

2. COMMERCIAL SUB-LICENCES (TELECOMMUNICATIONS)

2.1 Vodafone

Telecommunications Licence for cell tower.

2.2 Spark

Telecommunications Licence for cell tower.

2.3 2° Degrees

Telecommunications Licence for cell tower.

2.4 NZ Police

Telecommunications Licence for cell tower.

3. PERMITTED ACTIVITY SUB-LICENCES

3.1 Waitemata Honey

Access Licence for bee-keeping and honey production.

3.2 General

NMWoK grants short term one-off licences for various activities including:

1.1.1 Orienteering;

1.1.2 Hunting;

1.1.3 Multi-sport events;

1.1.4 Filming;



1.1.5 Grazing;

1.1.6 Camping and tramping;

1.1.7 Off-road four wheel driving and motorbiking.

4. ACTIVITIES MANAGED BY NMWOK

4.1 Kake Hōiho

NMwOK operates the Kake Hōiho (Equestrian Access) as a commercial tourism venture within the Woodhill Forest.

5. MINISTRY OF DEFENCE

5.1 South Kaipara Head Air Weapons Range

The Crown established the South Kaipara Head Air Weapons Range by way of a notice in the New Zealand Gazette dated 7 June 1961. The South Kaipara Head Air Weapons Range is managed by the New Zealand Defence Force from the Whenuapai Base.

5.2 Access Licence for (NMwOK) permitted military activities outside of the South Kaipara Head Air Weapons Range