

Wellington Regional Council

Terms and Conditions of Entry to Conduct an Activity

This is an agreement between:

Wellington Regional Council, hereafter referred to as **the Council**

and

Wellington Hang Gliding & Paragliding Club, hereafter referred to as **the Operator**.

1. The Council owns and holds the control and management of the land, being the Council land detailed in the schedule attached hereto, hereinafter referred to as **the Council land**, and has authority to enter into this agreement.
2. The Council authorises the Operator to enter the Council land for the purpose of conducting the event detailed in the schedule attached hereto, hereafter referred to as **the event**.
3. The entry and conducting the event by the Operator will be limited to the areas of the Council land shown on the plans being part of the schedule attached hereto, to be known as **the location**. The activities conducted by the Operator at the location will involve those detailed in the schedule attached hereto. The site and vegetation within the location shall not be altered in any way without prior approval of the Council being obtained.
4. The Operator may bring in to the location personnel, equipment and materials in connection with the event and shall remove the same after completion of its use of the location. The Council takes no responsibility for the loss or damage suffered by the Operator during the period of its occupation of the Council land.
5. The fees for entry and conducting the event at the location and payable by the Operator to the Council are agreed as follows:
 - a. An application fee of \$0 (GST inclusive);
 - b. Activity Fee of \$0 (GST inclusive) per participant
 - c. Bond of \$200
6. Unless otherwise specified the fee detailed in clause 5 a shall be paid by the Operator to the Council on the execution of this agreement and the fee detailed in clause 5 b & c shall be paid by the Operator to the Council within 14 days of vacation of the site. At the time of payment, the Operator will provide to the Council a schedule of the number of participants who attended the event.
7. The Operator is to pay to the Council, in advance of entry, a bond of \$200.00. The bond is to be held by the Council and applied to any remedial work found necessary as a result of the entry and conducting the event activities of the Operator at the location or any fees outstanding. The bond or the balance thereof, along with an itemised list of all remedial work done by the Council, as set out in clause 23 and/or entry fees deducted from the bond, as the case may be, will be forwarded to the Operator within 20 working days of the end of the term.

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8. Prior to entry on to the location, the Operator shall submit to the Council, detail of the activities it proposes to conduct on the location during the term of this agreement. The Council shall confirm to the Operator the activities that it approves of taking place during the term of this agreement. The activities of the Operator shall be limited to those activities approved by the Council. Any proposed variation to the approved activities must be submitted to the Council and its approval obtained.
9. The term of this agreement is as set out in the schedule attached hereto.
10. The Operator shall comply with all reasonable instructions given by the Council, or its representative, at any time.
11. The Operator may exhibit, advertise and promote the event in any manner, whether or not such use contains audio and/or visual reproductions of the location and whether or not the location is identified, in any and all media.
12. The Council land is to remain open to the public at all times. The Operator is to manage its use of the location in a manner and way which will ensure that Council representatives and the public retain unrestricted access and entry. However, during the event the Operator may exclude the public from the location.
13. The Operator will ensure that access for vehicles along roads leading to the Council land is not restricted.
14. The Operator is to enter and use the Council land at its own risk. The Operator shall indemnify and keep indemnified the Council from all liability, damages and claims of itself and third parties arising from the use of the location by the Operator, its agents, servants, invitees and contractors, provided such liability, damages and/or claims do not arise out of the gross negligence or wilful misconduct of the Council. The Operator shall take out public indemnity insurance with a minimum cover of \$2 million.
15. The Operator shall be responsible for the cost of and obtaining all appropriate consents licenses and permits required for the entry and conducting the event and shall comply with all laws, by-laws and regulations.
16. The Operator is responsible for the safety of all users of the location during the term of this agreement and shall operate to the rules and regulations of the Health and Safety in Employment Act, 1992 and any approved code of practice or regulations made under this Act and relevant to the activities of the Operator on the property. The Operator acknowledges that it has been provided with a copy of the Council's hazard plan for the Council land and undertakes to add any new hazards to the plan identified or created during its term of occupation. The Operator shall deposit a copy of its Safety Manual with the Council prior to entry to the location.
17. The Operator is responsible for the provision, placement and removal of all signs, cones and barricades to the satisfaction of the Council. In particular, the Operator is required to erect temporary signs to warn the public of the conducting of the event.



18. The Operator shall collect and dispose of all human waste, rubbish and litter resulting from the use of the location. Failure of the Operator to comply with this requirement may result in the Council cleaning the site, in which event the cost shall be borne by the Operator. In conducting the event on the location, the Operator is responsible for the provision of portable toilets at the location for use by the participants.
19. During occupation of the location the Operator shall ensure that no human waste, rubbish, litter waste or liquid shall contaminate any rivers or waterways within the location. Failure of the Operator to ensure compliance with this requirement may result in immediate termination of this agreement. In this regard, the Operator shall not carry onto the location any materials or substances which may have adverse effects on the environment or public safety or health without the prior written consent of the Council.
20. The Operator may only alter the nature of the location with prior agreement and consent of the Council and in accordance with that agreement. Property within the location that has been altered or modified during conducting the event must be returned to its original state before the Operator vacates the location, unless the terms of the Council's consent state otherwise.
21. Any damage to the location, vegetation, structures or other property of the Council or any loss incurred by any person whatsoever resulting from the Operator use of the location, as determined by the Council, is the responsibility of the Operator and the Operator is liable to pay all amounts as a result of such damage or loss to the Council (or as the Council directs) and to do any other thing necessary to make good such damage or loss. In the event of damage or loss, the Council will ask for a submission from the Operator and, if received, the Council will have regard to that submission in arriving at its determination or direction.
22. On vacation of the Council land by the Operator, the Council shall inspect the location to confirm that all is in order. If all is found to be in order by the Council, the bond detailed in clause 7 will, as provided, be refunded.
23. If the location is not found by the Council to be in its original state, the Council will retain the bond and serve notice on the Operator within 14 days, nominating the work to be undertaken to satisfy the terms of this agreement and who it believes should undertake the work. The Operator may, within a period of five days, provide a submission to the Council addressing the matters raised by the Council. The Council will have regard to that submission in stating the work it requires and that either the Operator is to undertake that work or that the Council will carry out that work, utilising the bond. On satisfactory completion of the work, the Council will refund either all or the balance of the bond, as appropriate, to the Operator.
24. Prior to undertaking any repair work the Operator shall obtain the Council's consent. All vegetation planted at the location must be from locally sourced stock.
25. Expenditure of all or any part of the bond by the Council shall not release the Operator from any of its obligations in this contract which remain unfulfilled nor shall the Council be required to use the bond before exercising any other of its rights under this contract to ensure performance by the Operator of its obligations or requiring the Operator to meet its obligations under this contract.



26. Should the Operator require the services of Council staff which goes beyond reasonable Council land management responsibilities, the Council will charge the Operator at the rate of \$50 per hour (GST inclusive) per person, or \$80 per hour (GST inclusive) if a Council vehicle is required.
27. Failure of either party at any time or times to require performance or any provision of this contract shall in no manner affect its rights to enforce such provisions at a later time.
28. If the Council is required to enforce any rights, remedies or powers under this agreement against the Operator, the Operator will pay any reasonable legal or debt collection costs incurred.
29. The Council does not warrant the suitability of the location for the intended use of the Operator. If due to, but not limited to, any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other unforeseen reason, the location is not available, the Council's liability under this contract is limited to refunding the bond.
30. Nothing in this agreement shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Council.
31. The Council retains the right to cancel this contract should the Operator attempt to use the location for any purpose other than that nominated or should the Operator not comply in all respects with the terms and conditions of this contract.
32. The extent and location of any fire discovered is to be reported immediately to the Council and any uncontrolled fire is to be reported immediately to the Fire Service. At all times during occupation of the location by the Operator, the Operator shall have fire-fighting equipment at the location. Prior to entry of the location, the Operator is to consult with the Council as to the minimum level of fire-fighting equipment that shall be provided. The Operator shall always meet that minimum requirement at the very least.
33. Should the Operator wish to have animals within the location during the event, the Operator will first provide full details of the proposed use of animals to and obtain the permission of the Council. If Council permit is granted, the Operator will ensure that all such animals are under the supervision and control of handlers at all times. The Operator shall ensure that seed-free feed (which will not regrow) is provided for the animals at the location.

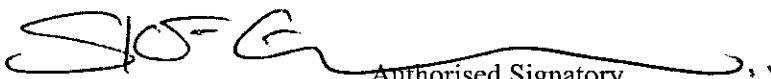
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SIGNED for and on behalf of
WELLINGTON REGIONAL COUNCIL

.....Authorised Signatory

Dated this _____ day of November 2014

SIGNED for and on behalf of
WELLINGTON HANG GLIDING & PARAGLIDING CLUB


.....Authorised Signatory

Dated this 3rd day of November 2014

Schedule

Dated this 3 day of November 2014

The Operator: - **Wellington Hang Gliding & Paragliding Club**
(the Operator)

Contact detail:-

Contact person: - Grant Firth

Address: - 2/219 Victoria Street, Te Aro, Wellington, 6011

Phone: - 04 473 2322

Mobile: 021 422 698

Email: - firth@xtra.co.nz

The Council land: - East Harbour Regional Park, Baring Head/Ōrua-pouanui
(the Council land)

The Event known as: - **Hang Gliding & Paragliding at Baring Head**
(the event)

The location within the Council land: -

Baring Head/ Ōrua-pouanui

The activity to be conducted by the Operator at the location: -
Club hang gliding and paragliding at Baring Head

Term of Agreement: - 3 November 2014 – 3 November 2019.

Times of entry:

Hang gliding/ Paragliding will only happen during 8am - 6pm (winter) and 7am -9pm (summer daylight savings)

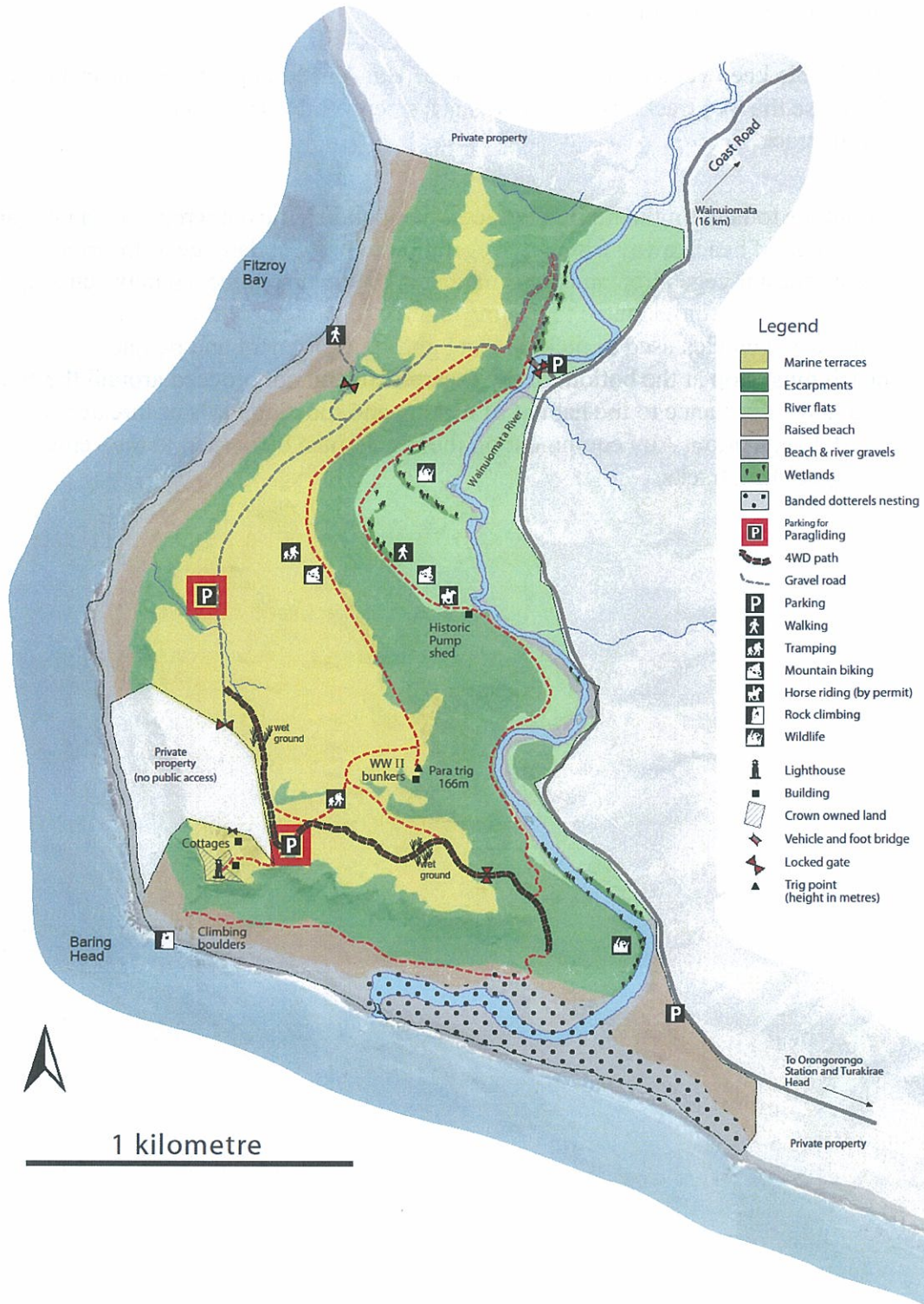
Special Conditions:-

1. The Operator shall make every reasonable endeavour to ensure that there are no fires lit at the location during the event, no glass is taken on to the location and no alcohol or drugs are taken on to or consumed at the location.
2. No dogs or other animals are to be taken on to the location by the Operator or any participant.
3. The Operator shall adhere to and comply with all Park by-laws.
4. Vehicle access is not allowed unless it has been previously discussed with and agreed to by the Council.
5. Maximum group size of 30 people at anyone one time.
6. Maximum of ten vehicle inside the park (please meet at park entrance and pool vehicles)

7. Vehicle to be used inside the park and keep to formed roads. A wet area on the map has been marked that is potentially impossible to pass in wet conditions. Only 4x4 vehicles should travel off the formed gravel road marked on map.
8. A location map is provided with the area to Hang glide and paraglide from. It also shows other relative information.
9. Preferable keep vehicles to the top terrace. But if need to pick-up gear from beach front use the 4x4 track. Be aware this is a steep vehicle track and has a locked gate on the track.
10. If unable to land on the marine terraces, hang gliders must attempt to land on an open area of beach away from any vegetation to prevent damage to threatened native coastal vegetation and areas indicated on the map attached between August and March to avoid damage to nesting and roosting areas of threatened shore birds. Similarly, vehicles used to pick up hang gliding equipment and people from the beach must stop at the bottom of the escarpment and not proceed around the coast to avoid disturbance to the habitat of nesting and roosting birds or threatened coastal vegetation. Any equipment on the beach must be carried to the vehicle using existing tracks.

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Map



1 kilometre

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