

13 April 2026

Sent via email to [REDACTED]

Request for Official Information LG26-0085 - Ben Lomond Trail Network

Dear [REDACTED],

Thank you for your request for information held by the Queenstown Lakes District Council (QLDC). On 30 March 2026 you requested the following information under the Local Government Official Information and Meetings Act 1987 (LGOIMA):

- **All agreements, contracts, memoranda of understanding, licences, or funding arrangements between QLDC and the Queenstown Mountain Bike Club relating to the Ben Lomond Trail Network (also known as the Queenstown Bike Park / Ben Lomond Recreation Reserve).**

On 9 April 2026, QLDC contacted you to clarify whether your request was limited to the current funding agreement for the Queenstown Bike Park or if it also included any historical or expired leases and licences.

You confirmed in your response that you were seeking only the current documents.

QLDC RESPONSE

In response to your request, the QLDC Parks Service Delivery Team was consulted.

Decision to release information

Please find attached copies of the [Queenstown Mountain Bike Club Incorporated QLDC Community Fund 2024-2027 Funding Agreement and the License to Occupy Reserve – Wynyard](#).

Please note that the enclosed link will expire on 13 May 2026, 10:34 AM (UTC+12:00) Auckland, Wellington.

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 Naell.Crosby-Roe@qldc.govt.nz (Director Democracy Services).

QLDC trusts 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



FUNDING AGREEMENT WHAKAATAKA PŪTEA

PARTIES | KĀ RŌPŪ

Queenstown Lakes District Council (QLDC – ‘we’, ‘our’, and ‘us’)

Queenstown Mountain Bike Club Inc (Recipient - ‘you’)

BACKGROUND | TĀHUHU KŌRERO

The Community Fund is an annual contestable fund for not-for-profit, charitable or voluntary community organisations working in Queenstown Lakes seeking funding that supports wellbeing outcomes for our people, place and community.

You have been granted Funding from our Community Fund 2024-2027 and the parties wish to record what has been agreed in relation to that Funding in this Agreement.

The recipient, Queenstown Mountain Bike Club Inc is a volunteer organisation with a dedicated committee and local volunteers, focused on developing and maintaining mountain bike trails in the Queenstown area to create safe and legal biking opportunities for the community.

This Agreement confirms the:

- purpose of the Funding
- outcomes this Funding aims to support
- parties’ obligations
- process for payment of this Funding.

The Funding is underpinned by the principles of Te Tiriti o Waitangi (The Treaty of Waitangi), partnership, participation and protection, and aims to support achievement of Wellbeing Outcomes (refer to ‘QLDC’s Strategic Framework’ below).

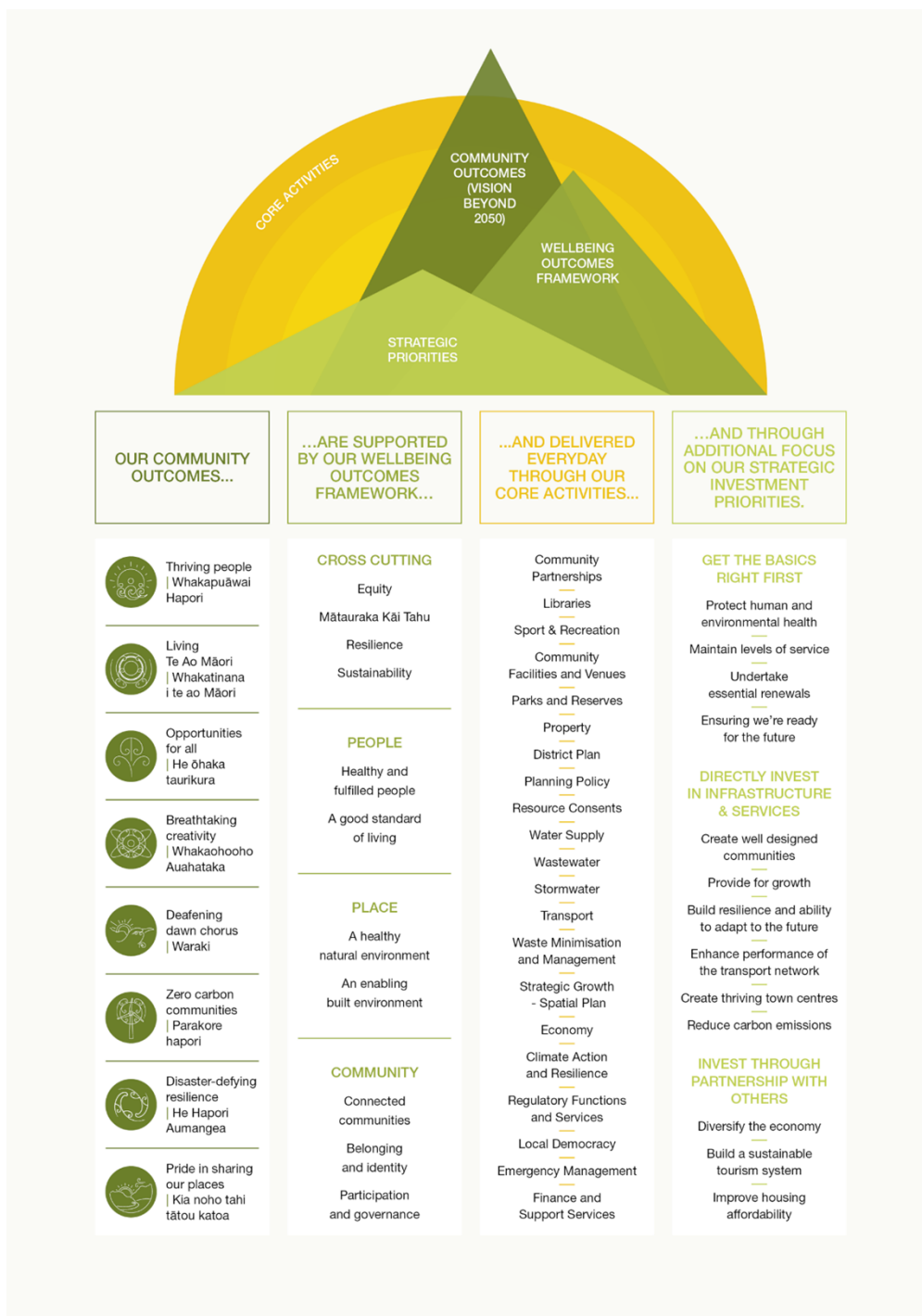
GUIDING PRINCIPLES | WHANOKA PONO

The parties will follow these principles in relation to this Agreement:

- act honestly and in good faith
- be transparent and accountable
- communicate openly and in a timely manner
- work in a collaborative and constructive manner
- work in a way that supports diversity, equity and inclusion for all
- encourage quality and innovation to achieve positive outcomes
- maximise value for money when using the public funds allocated
- commit to making a positive contribution towards achieving the Community Outcomes.

QLDC STRATEGIC FRAMEWORK | AKA RAUTAKI O QLDC

The purpose of local government is to play a broad role in promoting the social, economic, environmental, and cultural wellbeing of communities. Our strategic framework is used to determine strategic investment priorities across the district and guides the allocation of community funding, supporting the achievement of our Community Outcomes.




SIGNATORIES | KĀ KAIHAINA

Signed for and on behalf of **Queenstown Lakes District Council** by:

Name	Dave Winterburn
Role	Acting GM Community Services
Signature	
Date	07 August 2025

By signing this Agreement, the signatory below confirms they are authorised to sign on behalf of the Recipient and they have read, understood and agree that the Recipient will be bound by this Agreement.

Signed for and on behalf of the **Recipient** by:

Name	Bruce McLeod
Role	Officer / Financial portfolio
Organisation Name	Queenstown Mountain Bike Club Inc
Signature	
Date	6 August 2025

1. KEY TERMS – PURPOSE OF FUNDING | TAKE O TE PŪTEA

1.1 We are providing this Funding to you for the purpose (**Purpose**) of:

- Operational costs - to support the maintenance of your annual trails and the part-time Administrative Assistant role for three years.

2. KEY TERMS – FUNDING AMOUNT AND TERM | TE RAHI ME TE ROA O TE PŪTEA

2.1 The key dates of this Agreement are:

START DATE	Date this Agreement is signed by both parties or 1 July 2024
TERM	3 Years
END DATE	30 June 2027

2.2 The Funding amounts and terms of this Agreement that are from the contestable Community Fund;

Amount (\$)	Year one
\$30,000	1 July 2024 – 30 June 2025
Amount (\$)	Year two
\$30,000	1 July 2025 – 30 June 2026
Amount (\$)	Year three
\$30,000	1 July 2026 – 30 June 2027

2.3 An invoice for the annual Funding due must be sent to us by **30 June** on the financial year of the allocation.

- 2.4 The funding amounts and terms of this Agreement are from the QLDC Parks annual 25/26 Financial Year operational budgets.

Amount	Quarter / Financial Year 25/26
\$60,000	Q1 – 1 July – 30 September 2025
\$60,000	Q2 1 October – 31 December 2025
\$60,000	Q3 1 January – 31 March 2026
\$60,000	Q4 1 April – 30 June 2026

- 2.5 An invoice for the quarterly funding must be sent to poinvoicing@qldc.govt.nz by the final day of each specified quarter for the Financial Year 25/26.

3. KEY TERMS – PAYMENT OF FUNDING | TE UTU A PŪTEA

3.1 The annual Funding will be paid once you complete these steps:

STEP	ACTION
Request for payment	Email your latest annual financial report and this signed Agreement and request payment of the Funding. Email this request to communityfunding@qldc.govt.nz .
Set up in our finance system	If you have not received a payment from us before, you will be sent a New Supplier Form to complete so you can be set up as a creditor in our finance system. Complete the New Supplier Form and email this to poinvoicing@qldc.govt.nz .
Purchase order number	Once you are set up in our finance system we will send you a purchase order number to include on the Funding invoice.
Invoice	Email an invoice for payment of the Funding due to poinvoicing@qldc.govt.nz and copy communityfunding@qldc.govt.nz . On the invoice you must include: <ul style="list-style-type: none"> • your organisation name • your bank account number • your GST number (if registered) • the words 'Tax Invoice' • our name and address (customer) • the invoice number, date sent and due date • the purchase order number (reference) • the amount payable, including the: <ul style="list-style-type: none"> - GST exclusive amount (Funding amount approved) - GST amount - GST inclusive amount (Funding approved plus GST). If you are registered for GST, then the invoice must be made out for the Funding amount plus GST.
Payment	Once the invoice has been received, we will pay the Funding to you on the 20th of the following month. Payment will only be made if you meet all your obligations under this Agreement.

4. KEY TERMS – YOUR OBLIGATIONS | Ō HEREKA

4.1 In signing this Agreement, you agree to the obligations listed below:

Wellbeing Outcomes	To ensure we are delivering value for our ratepayers, our expectation is that you commit to supporting the achievement of our Wellbeing Outcomes through use of this Funding.
Reporting	You will provide us with regular reporting as outlined in section 5.
Communication	You will keep us updated by sharing any good news, concerns, or important happenings relating to the Funding. This helps us celebrate successes and address any issues together.
Funding Purpose	You must use the Funding solely for the Purpose.
Specific Conditions	
Funding Term	You must use the Funding by the end date noted in section 2.
Branding	You must recognise us as a funder in any promotion of the funded activities, as required under clause 7.23.
Landowner permission, consents and permits	<p>If the Purpose is for the enhancement of open spaces, you must adhere to clause 7.7.</p> <p>If the Purpose is to be undertaken on QLDC administered public land, please contact: Yvette Ridley, Parks Community & Volunteers Officer Email: Yvette.ridley@qldc.govt.nz Phone: 03 450 9129.</p>
Funding Exclusions	<p>The Funding must not be used for any of the following activities:</p> <ul style="list-style-type: none"> • retrospective projects • physical works without appropriate permits or consents • debt servicing or repayment • legal expenses • promoting religious ministry or political purposes • purchase of alcohol • any other excluded activity that we tell you about.

5. KEY TERMS – REPORTING REQUIREMENTS | KĀ HEREKA PŪROKO

- 5.1 In signing this Agreement, you agree to report on your funded activities when requested. Reporting templates will be provided on our funding platform (SmartyGrants) and must be submitted using this system.
- 5.2 You will receive an email to remind you when a report is due, with instructions on how to complete the report. These will be sent to your contact email provided in this Agreement.
- 5.3 You will be required to submit the following reports:
- **Progress Report (due 31 March 2025):** This is a brief report providing a summary of your activities and progress made with the Funding.
 - **Completion Report (due 30 June 2025):** This report is due at the end of each annual Funding term and will include an overview of the outcomes achieved and the impact of the funded service or project.

6. KEY TERMS – CONTACT DETAILS | TAIPITOPITO WHAKAPĀ

- 6.1 We aim to keep the funding process straightforward and user-friendly, and our team is here to support you with any questions or guidance you may need throughout this funding process, from payments to reporting.
- 6.2 The parties' contacts for communication in relation to this Agreement are:

QLDC Contact Person	Name	Giovanni Stephens
	Email address	communityfunding@qldc.govt.nz
	Phone number	+64 021 026 79930

Your Contact Person	Name	Bruce McLeod
	Postal address	53 Dalefield Rd, Queenstown
	Email address	treasurer@queenstownmtb.co.nz
	Phone number	0274182104

7. STANDARD TERMS | HERE AROWHĀNUI

TERM

- 7.1 This Agreement starts on the Start Date and ends on the End Date unless it ends earlier under clauses 7.8 or 7.9.

PAYMENT

- 7.2 To request payment of the relevant Funding amount(s) set out in section 2 of the Key Terms you will provide an invoice to us by the due date(s) stated in section 2 of the Key Terms. We will pay this invoice if all your obligations have been met.

- 7.3 At the Start Date and each time you request payment, you acknowledge that:

- you have the resources and skills to carry out the Purpose
- you are following all laws
- all information given to us is correct and complete
- you have not overlooked telling us anything which may have affected our decision to provide Funding to you.

GENERAL OBLIGATIONS

- 7.4 You will only use the Funding for the Purpose.

- 7.5 You will provide Records to us when we ask for them.

- 7.6 You are responsible for all health and safety aspects when carrying out the Purpose and will make sure you know and follows all relevant health and safety laws.

- 7.7 If the Funding will be used:

- For the enhancement of open spaces (for recreation, preservation, conservation, or community wellbeing), you will get all required permissions from landowners and/or land administrators before spending any of the Funding.
- To carry out work on QLDC administered public land, you need to contact the Parks & Reserves Officer using the contact details in section 4 of the Key Terms before spending any of the Funding.

ENDING THIS AGREEMENT

- 7.8 If you want to end this Agreement, send an email to us to advise of this before the End Date. We will email you within one month to confirm whether we support ending this Agreement. If approved, this Agreement will end on the date the parties agree. If we do not agree, we will discuss our reasons with the you, but this Agreement will continue.

7.9 We may end this Agreement immediately by telling you, if:

- you are no longer operating;
- you stop carrying out the Purpose or has not made enough progress with delivering the Purpose (in our opinion) and has not provided an explanation that we accept;
- you are not meeting the requirements of this Agreement and this cannot be fixed or, after discussion between the parties, you do not fix the issue (in our opinion);
- your actions have or may damage your reputation, the Purpose, and/or our reputation;
- you cannot meet the requirements of this Agreement because of a Major Event and clause 7.28 applies;
- you have a Conflict of Interest that will (in our opinion) negatively impact the Purpose or us;
- you provide information to us that is misleading or inaccurate; or
- there is a change in our Long Term Plan which means we are no longer able to pay all or part of the Funding to you.

7.10 Once this Agreement ends, you will follow our reasonable requests, including returning any unspent portion of the Funding to us.

7.11 If this Agreement ends before the End Date because you have not met the requirements of this Agreement, QLDC may require you to repay all or part of the Funding paid to you.

QLDC as a consent authority

7.12 Nothing in this Agreement affects our functions, powers, or duties under law.

7.13 If you are required to obtain a resource consent from us relating to the Purpose, your application will be processed in the usual way.

Conflicts of Interest

7.14 You acknowledge that you have no Conflict of Interest in entering into this Agreement that you have not told us about.

7.15 You will do your best to avoid situations that may lead to a Conflict of Interest.

7.16 If there is a Conflict of Interest, you will tell us immediately, and the parties will discuss whether it can be managed and, if so, how it will be managed.

Ownership of Records

7.17 You own all the Records you give to us and you give us a right to use these Records for any reason.

Responsibility for losses

7.18 We will not be responsible for any loss you suffer related to this Agreement.

Disputes

7.19 The parties will try to resolve any dispute that may arise under this Agreement between themselves initially, using the following process:

- a party will tell the other if it believes there is a dispute, and the Contact Persons will attempt to resolve it;
- if the Contact Persons have not resolved the dispute within two weeks, they will refer it to the parties' senior managers;
- if the senior managers have not resolved the dispute within two weeks, either party may take court action.

7.20 Neither party will start any court action relating to a dispute until it has followed the process in clause 7.19, unless a party needs to apply for an urgent injunction to require the other party to meet their obligations under this Agreement.

Confidential Information

7.21 Each party will protect the other party's Confidential Information and not use or share it with any other person unless this is allowed under this Agreement (including to carry out the Purpose), the other party agrees, or it is required by law.

7.22 Each party will make sure that its people are aware of these confidentiality obligations.

Announcements and publicity

7.23 You agree to recognise us as a funder in any promotion of the funded activities, including in any materials or public presentations relating to the Purpose. If you want to use our logo, please contact us to confirm how you would like to use it and to get our permission to do so. You must follow our brand guidelines. Our logo pack and brand guidelines are available here: <https://www.qldc.govt.nz/your-council/media-centre/>.

Contact Persons and communications

7.24 The Contact Persons are responsible for acting as a first contact point and making sure the parties follow this Agreement.

7.25 Any communication required to be given to a party under this Agreement will be in writing and sent to the email address of the other party's Contact Person. All emails will be treated as being received when sent to that email address.

7.26 If a party changes its Contact Person it will tell the other party as soon as possible.

Major Events

7.27 A party will have no responsibility to the other party if it cannot meet its obligations under this Agreement because of a Major Event. Instead, this Agreement will be suspended until the Major Event ends.

7.28 However, if you cannot meet your obligations under this Agreement for two months or more because of a Major Event, we may end this Agreement after it discusses this with you.

General

7.29 **Changes:** Any change to this Agreement needs to be agreed by both parties in writing.

7.30 **Entire agreement:** This Agreement, including any change(s) agreed under clause 7.29, records everything agreed between the parties. The Background, Guiding Principles and QLDC Strategic Framework sections are included for information purposes only and are not intended to impose any binding obligations on the parties.

7.31 **New Zealand law, dollars and time:** New Zealand law will apply to this Agreement. All references to payments are in New Zealand dollars. Dates and times are New Zealand time.

7.32 **Signing:** This Agreement is properly signed if each party signs the same copy or separate identical copies.

7.33 **Transferring rights or obligations:** You can only transfer your rights or obligations under this Agreement to another party if you have our written approval.

7.34 **Differences in this Agreement:** If there are any differences in the documents which make up this Agreement then they should be read in the following order:

- first, any change(s) to the Agreement which have been agreed under clause 7.29; then
- the Key Terms; and finally
- the Standard Terms.

7.35 **Deleting parts of this Agreement:** If a court decides that part of this Agreement is illegal or cannot be carried out, that part will be deleted from this Agreement and the rest will carry on.

Definitions

7.36 When used in this Agreement the following terms have the meaning beside them:

Agreement means this agreement, together with any changes agreed under clause 7.29.

Confidential Information means information that is marked as confidential or either party knows or should know is confidential.

Conflict of Interest means a situation where a party or its people's interests do or could conflict (or be seen by others to conflict) with that party's obligations under this Agreement.

Contact Person(s) means the person(s) named in section 6 of the Key Terms as the Contact Person(s).

Funding means the funding amount noted in section 2 of the Key Terms.

Major Event means an event that is outside the reasonable control of a party, such as a natural disaster.

Purpose means the activities you will carry out using the Funding, as noted in section 1 of the Key Terms.

Records means all information necessary to manage this Agreement, pay the Funding, and deliver the Purpose, including reports, invoices, emails and notes of meetings.

Year means the period from 1 July to 30 June in any year.

Licence to Occupy Reserve

QUEENSTOWN LAKES DISTRICT COUNCIL
QUEENSTOWN MOUNTAIN BIKE CLUB INCORPORATED

Table of Contents

Parties	1
Background	1
This Licence Records.....	1
1. Definitions	1
2. Covenant to Licence	2
3. Statutory Provisions	2
4. Term.....	2
5. Licence Fee, and Goods and Services Tax.....	3
6. Review of Licence Fee.....	3
7. Use of the Licenced Area.....	3
8. Health and Safety.....	5
9. Rights Reserved by Licensor	6
10. Insurance and Indemnity.....	6
11. Reinstatement	7
12. Assignment/Subletting	8
13. Dispute Resolution	8
14. Licensee to Pay Licensor's Costs	8
15. Notices	9
16. General.....	9

DATE

2022

PARTIES

QUEENSTOWN LAKES DISTRICT COUNCIL a Local Authority under the Local Government Act 2002 (**Licensor**)

QUEENSTOWN MOUNTAIN BIKE CLUB INCORPORATED (**Licensee**)

BACKGROUND

- A. The Licensor is the administering authority pursuant to the Reserves Act 1977 (**Act**) of the recreation reserve at Ben Lomond comprising Part Section 105 Block XX Shotover SD (**Reserve**) The Wynyard Bike Park.
- B. The Licensee wishes to occupy that area of the Reserve marked on the plan annexed at Schedule One (**Licensed Area**) for the purposes of operating a bike park.
- C. The Licensor is empowered to grant a licence of the Licensed Area to the Licensee as administering authority of the Reserve under section 54(1)(c) of the Act.
- D. The Licensor has obtained the consent of the Minister of Conservation (**Minister**) to this Licence (such powers having been delegated to the Licensor pursuant to the Act).
- E. The Licensor has agreed to grant the Licensee a licence over the Licensed Area on the terms and conditions set out in this Licence.

THIS LICENCE RECORDS

1. Definitions

1.1 **Definitions:** In this Licence unless the context otherwise requires:

Act has the meaning given to it in paragraph A;

Commencement Date means 1st October 2021

Community Facility Funding Policy means the policy annexed at Schedule Two as amended by the Licensor from time to time;

Expiration Date means the date on which the Term shall expire or such earlier date on which the Licence is terminated;

Final Expiration Date means 30th September 2041

Goods and Services Tax means all tax from time to time payable under the Goods and Services Tax Act 1985;

Licence means this licence;

Licensee means the Licensee and the Licensee's successors and permitted assignees;

Licensor means the Licensor and the Licensor's executors, administrators, successors, assignees, and where the context permits the employees and agents of the Licensor;

Licensed Area has the meaning given to it in paragraph B above;

Licence Fee means \$1.00 per annum plus GST (if demanded) in accordance with the Community Facility Funding Policy and subject to review in accordance with the provisions of section 6;

Licence Fee Review Dates means on renewal or on such date as the Community Facility Funding Policy is reviewed;

Minister has the meaning given to it in paragraph D above;

Permitted Use means the use of the Licenced Area for a Bike Park including jump and trail building limited to daylight hours only.

Reserve has the meaning given to it paragraph A above;

Renewal Date means 1st October 2031

Right of Renewal means one (1) right of renewal of ten (10) years exercisable in accordance with clause 4.2; and

Term means ten (10) years.

2. Covenant to Licence

The Licensor licences to the Licensee, and the Licensee takes on a licence from the Licensor of the Licenced Area for the Term, upon the terms contained in this Licence.

3. Statutory Provisions

3.1 **Exclusion of Statutory Provisions:** Any covenants and powers implied in licences by virtue of the provisions of any statute or regulations are, to the extent they are inconsistent with anything in this Licence, expressly excluded from this Licence.

3.2 **Reserves Act 1977:** The Licensee acknowledges that this Licence is a licence to occupy part of a recreation reserve pursuant to section 54(1)(c) of the Act and the provisions of the Act and any regulations made pursuant to the Act shall apply to this Licence to the extent that such provisions are not inconsistent with the terms of this Licence.

4. Term

4.1 **Term of Licence:** The Term shall commence on the Commencement Date and shall expire on the Expiration Date unless otherwise agreed between the parties or terminated in accordance with the provisions of this Licence.

4.2 **Renewal:** Where a Right of Renewal is recorded in clause 1.1 then the Right of Renewal may only be exercised with the mutual agreement of both parties. The renewed Licence shall be for the relevant further term of years specified in clause 1.1 commencing from the expiry of the preceding term, and otherwise on the same terms and conditions contained in this Licence, except that the term of this Licence plus all Rights of Renewal will expire on or before the Final Expiration Date specified in clause 1.1. In the event that the parties do not agree to renew the Licence this Licence shall expire on the expiry date of the preceding term, all provisions of the Licence which apply on expiry shall apply, and the Licensee shall not be entitled to any compensation.

4.3 **Monthly Tenancy:** Should the Licensee with the consent of the Licensor (such consent to be in the Licensor's sole discretion) continue to occupy the Licenced Area beyond the Expiration Date the Licensee shall do so as a monthly tenant at a monthly licence fee to be determined by the Licensor. Such tenancy shall be determinable by one month's notice in writing given at

any time by either party to the other and otherwise on the terms of this Licence but applicable to a monthly tenancy.

- 4.4 **Licensor's right to terminate under Act:** If at any time the Licensor is of the opinion that the Licenced Area is not being sufficiently used for the Permitted Use or the use of the Licenced Area by the Licensee is unreasonably interfering with the public's use and enjoyment of the Licenced Area or the Reserve the Licensor shall give the Licensee ten (10) days to explain its usage of the Licenced Area. If the Licensor is not satisfied that the Licenced Area are being sufficiently used for the Permitted Use or such use is unreasonably interfering with the public's use and enjoyment with the Licenced Area or the Reserve, then the Licensor shall be entitled to terminate this Licence on such terms and the Licensor and the Minister think fit. Such termination shall be without prejudice to the parties' respective rights and obligations under this Licence up to the termination date, and no compensation shall be payable to the Licensee for such termination.
- 4.5 **Licensor's right to temporarily suspend:** The Licensor may temporarily suspend this Licence if in the opinion of the Licensor there is a risk to public safety or the environment on the Licenced Area, or if the Licenced Area is required for a public event, for such period of time until the Licensor decides that the risk has subsided, or the public event has concluded. The Licensee shall continue to pay the Licence Fee during any period of suspension and the Licensor shall not be liable to the Licensee for any loss sustained by reason of this suspension including loss of profits.
- 4.6 **Licensor's general right to terminate:** The Licensor may terminate this Licence in its sole discretion for any reason on not less than one (1) year prior written notice to the Licensee (**Termination Notice**). Such termination shall be without prejudice to the parties' respective rights and obligations under this Licence up to the termination date, and no compensation shall be payable to the Licensee for such termination.

5. Licence Fee, and Goods and Services Tax

- 5.1 **Covenant to Pay Licence Fee:** The Licensee covenants to pay the Licence Fee (if demanded) to the Licensor without deduction or set-off by direct credit or in such other manner as directed by the Licensor.
- 5.2 **Interest:** If any Licence Fee or other monies payable by the Licensee remain unpaid for seven (7) days after their due date then the Licensee shall pay to the Licensor interest on those monies at the rate of 12% calculated from the due date to the date of payment.
- 5.3 **Goods and Services Tax:** The Licensee shall, at the time it falls due for payment, pay to the Licensor, or as the Licensor shall direct, all Goods and Services Tax payable on the Licence Fee and any other amounts payable under this Licence.

6. Review of Licence Fee

- 6.1 **Review:** On each Licence Fee Review Date, the Licence Fee at the Licensor's election shall be reviewed in accordance with the Community Facility Funding Policy.

7. Use of the Licenced Area

- 7.1 **Use to which Licenced Area may be put by Licensee:** The Licensee shall only use the Licenced Area for the Permitted Use.
- 7.2 **No Warranty by Licensor as to Suitability of Licenced Area:** The Licensor does not warrant the Licenced Area is or will remain suitable or adequate for any of the purposes of the Licensee, including the Permitted Use.

- 7.3 **Condition of Licenced Area:** The Licensee acknowledges and accepts that the Licenced Area is fit for carrying out the Permitted Use and shall not require the Licensor at any time to maintain, improve, upgrade, or develop the Licenced Area.
- 7.4 **Use of Licenced Area:** The Licensee shall in conducting the Permitted Use from the Licenced Area:
- 7.4.1 ensure that all persons under its control do not obstruct other users of the Reserve;
 - 7.4.2 not permit any act which shall annoy or disturb or in any way interfere with the quiet enjoyment by the Licensor, the general public, or other lawful users of the Reserve;
 - 7.4.3 ensure that all rubbish or other waste generated from its use of the Licenced Area is immediately removed from the Licenced Area;
 - 7.4.4 not permit any music to be played or loudspeaker to be operated from the Licenced Area which will cause a nuisance to other users of the Reserve and surrounding landowners. If complaints are received, the Licensee shall comply with all directions of the Licensor in respect of reducing noise;
 - 7.4.5 not display any billboards, hoarding, signage, advertising, or marketing on the Licenced Area. Any informative signage must first be approved by council
 - 7.4.6 not sell any merchandise, food, drink, or other goods from the Licenced Area;
 - 7.4.7 not permit any smoking, fires, barbeques or any other activity on the Licenced Area which may constitute a fire risk;
 - 7.4.8 not make alterations, additions, or improvements to the Licenced Area without the Licensor's prior written approval. However, maintenance and improvements of existing trials and jumps is permitted;
 - 7.4.9 not interfere with any existing improvements present on the Licenced Area;
 - 7.4.10 not cut or destroy any vegetation on the Licenced Area without the prior written consent of the Licensor;
 - 7.4.11 immediately give notice to the Licensor of any events or activities on the Licenced Area which may endanger the public or the environment; and
 - 7.4.12 comply with the provisions of all statutes, regulations, ordinances and bylaws affecting the Licenced Area and requirements of all requisitions and notices given by any authority of competent jurisdiction.
 - 7.4.13 All works undertaken within the lease area, shall be carried out in accordance with the Queenstown Lakes District Council's Guidelines for Environmental Management Plans dated June 2019, and subsequent amendments to that document.
- 7.5 **Fire Management Plan:** The Licensee must, prior to the Commencement Date provide the Licensor, for its approval, a fire management plan for its proposed use of the Licenced Area (**Fire Management Plan**). The Licensee shall fully implement and comply with the Fire Management Plan throughout the term of the Licence and when requested shall provide the Licensor with evidence of such compliance to the Licensor's satisfaction. The Licensee shall coordinate with other users of the Reserve in implementing the Fire Management Plan.
- 7.6 **Track design:** All track design and placement shall be subject to the prior written approval of the Licensor's Parks team.

- 7.7 **Events:** The Licensee shall not permit any events to occur on the Licenced Area without the prior written consent of the Licensor.
- 7.8 **Resource consents/designations:** The Licensee shall comply with all resource consents and/or designations which apply to the use of the Reserve.
- 7.9 **Employees:** The Licensee must ensure that the Permitted Use is conducted at all times by a persons suitably trained and qualified to carry out the Permitted Use and the Licensee shall provide the Licensor with evidence of the competency and qualification of employees if so requested.
- 7.10 **Licensor to carry out works:** In the event that the Licensee does not comply with any of its obligations under this Licence then the Licensor may do any work necessary to remedy the breach and charge the Licensee the reasonable cost of carrying out the work.
- 7.11 **Directions from Licensor:** The Licensee shall comply with all reasonable directions of the Licensor in carrying out the Permitted Use on the Licenced Area.
- 7.12 **Licence of Licenced Area only:** The Licensee acknowledges that this Licence is a licence of the Licenced Area only and does not grant the Licensee any legal interest in the Licenced Area.
- 7.13 **Use in common:** The Licensee acknowledges that the Licensee's rights under this Licence are not exclusive and the Licensor and members of the public shall be permitted to enjoy and use the Licenced Area in common with the Licensee. The Licensee can close bike jumps if they are dangerous.
- 7.14 **Other Licences:** The Licensee acknowledges that the grant of this licence shall not prevent the Licensor from granting other licences for similar uses in respect of the Licenced Area.
- 7.15 **Nuisance:** The Licensee shall not permit to be done on the Licenced Area anything which in the opinion of the Licensor may become a nuisance, disturbance or obstruction to the enjoyment of the Licenced Area by the Licensor or any other users.
- 7.16 **Non-objection:** The Licensee agrees that it:
- 7.16.1 will not and will not procure any third party to object to any activity of the Licensor (or any lessee or licensee of the Licensor) on the Reserve, or any land adjoining that land;
 - 7.16.2 will not oppose or frustrate, or encourage any third party to oppose or frustrate, any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Reserve, or any land adjoining that land; and
 - 7.16.3 will sign any required support and/or affected party approval for any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Reserve or any land adjoining that land.
- 7.17 **Persons under control of the Licensee:** The Licensee shall ensure that all of its employees, clients, invitees, or any other persons under the control of the Licensee comply with the provisions in this section 7.
- 7.18 **Cost:** For the avoidance of doubt, the Licensee shall comply with all of the obligations under this section 7 at its sole cost.

8. Health and Safety

8.1 Health and Safety:

- 8.1.1 The Licensee must exercise any rights granted by this Licence in a healthy, safe and reliable manner and must comply with all aspects of the Health and Safety at Work Act 2015 (**HSWA**), any Regulations, Codes of Practice, Guidelines, Factsheets and any amendments to the legislation.
- 8.1.2 The Licensee must, prior to the Commencement Date provide the Licensor, for its approval a Health and Safety Plan for its proposed use of its workplace (**Plan**). The Licensee shall fully implement and comply with the Plan throughout the term of the Licence and when requested shall provide the Licensor with evidence of such compliance to the Licensor's satisfaction.
- 8.1.3 The Licensee shall:
- (a) Notify the Licensor of any situation, occurrence, activity or event at the workplace, which may endanger the health and safety of occupants, workers or the public;
 - (b) Take all reasonably practicable steps to eliminate, or if not possible, minimise any risks/hazards, and to manage risks/hazards and protect the health and safety of all persons present at the workplace; and
 - (c) Record and report to the Licensor all notifiable events occurring on, or resulting from, the workplace, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified.

9. Rights Reserved by Licensor

9.1 Entry by Licensor to Licenced Area:

- 9.1.1 The Licensor may enter upon the Licenced Area with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
- (a) to view the state of repair of the Licenced Area and to ascertain whether or not there has been any breach of the covenants in this Licence;
 - (b) to execute any work required to remedy a defect which is the Licensee's duty to remedy if the Licensee has not, within ten (10) days of the date of receipt of written notice from the Licensor requiring remedial action, taken that action, and without prejudice to other remedies, the Licensor may recover the costs of the remedial action from the Licensee on demand;
 - (c) for the purpose of complying with the terms of any statute affecting the Licenced Area or any notice served on the Licensor or Licensee by any competent authority for which the Licensee is not responsible under this Licence.
- 9.1.2 In exercising such rights the Licensor shall use best endeavours to minimise disturbance to the Licensee's activities on the Licenced Area.

10. Insurance and Indemnity

- 10.1 **Insurance:** The Licensee, at the Licensee's expense, shall effect and keep current in respect of the Licenced Area, and the Licensee's use of the Licenced Area, a policy of public risk insurance for an amount not less than \$2 million dollars or such other amount from time to time reasonably required by the Licensor, for any one event. Such policy shall be effected with an insurance company and on terms acceptable to the Licensor (acting reasonably). The Licensee shall prior to occupying the Licenced Area provide to the Licensor a copy of a certificate of currency of the insurance policy, with such certificate to be issued recording the Licensor as an additional insured. The Licensee shall ensure that such policy includes a provision that the

policy will not be cancelled other than for non-payment of premiums and that if the policy is to be cancelled, then the insurer or the Licensee will give the Licensor notice of the proposed cancellation.

- 10.2 **Licensee to Occupy at Licensee's Risk:** The Licensee agrees to occupy and use the Licenced Area at the Licensee's risk and releases to the full extent permitted by law the Minister, the Licensor and the Licensor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Licenced Area.
- 10.3 **Indemnity by Licensee:** The Licensee shall keep the Minister and the Licensor indemnified against all direct claims, actions, losses, and expenses of any nature which the Minister or the Licensor may suffer or incur or for which the Minister or the Licensor may become liable arising directly from:
- 10.3.1 the negligent or careless use or misuse of the Licenced Area by the Licensee or persons under the control of the Licensee;
- 10.3.2 any accident or damage to property or any person arising from any occurrence in or near the Licenced Area wholly or in part by reason of any act or omission by the Licensee or persons under the control of the Licensee; and
- 10.3.3 anything otherwise arising from the use of the Licenced Area by the Licensee.

11. Reinstatement

- 11.1 **Yielding Up Licenced Area:**
- 11.1.1 On or prior to the Expiration Date, the Licensee shall yield up the Licenced Area and any improvements on the Licenced Area in the same good order and repair prior to the Licensee's occupation of the Licenced Area, and in accordance with its obligations under section 7 above. Any damage caused to surfaces or property owned by the Licensor shall be repaired to the condition it was in prior to the Commencement Date by the Licensor (or its contractors) and all costs associated with the repair shall be borne by the Licensee. A photographic record of the condition of the Licenced Area may be supplied to Licensor prior to the Commencement Date to identify any pre-existing damage. If a photographic record of the condition of the Licenced Area is not submitted prior to the Commencement Date the determination of damage caused will be at the sole discretion of the Licensor.
- 11.1.2 For the avoidance of doubt, clause 11.1.1 does not apply to the existing trails and jumps that are in place on the Reserve at the Commencement Date, which are not required to be removed or reinstated by the Licensee to ground level at the Expiration Date.
- 11.2 **Removal of Property by Licensee on Termination:** The Licensee shall:
- 11.2.1 Within five (5) days of the expiration of the Term remove any of the Licensee's property from the Licenced Area;
- 11.2.2 restore and make good any damage to the Licenced Area and the Reserve caused by such removal or otherwise caused by the Licensee;
- 11.2.3 where the Term is determined for any reason, effect such removal, making good and restoration immediately after determination.
- 11.3 **Failure to remove:** If the Licensee fails to complete any removal and making good when required under subclause 11.2 the Licensor may either:

- 11.3.1 do so, and the Licensee shall on demand pay all costs and expenses incurred by the Licensor in so doing; or
- 11.3.2 elect not to effect such removal and give written notice to the Licensee that unless the Licensee effects removal within fourteen (14) days of the date on which the notice is given, any property of the Licensee not removed shall be forfeited to the Licensor without compensation. If the Licensee fails to comply with the notice the property of the Licensee shall become the property of the Licensor accordingly.

12. Assignment/Subletting

The Licensee shall not assign, sublease, mortgage, charge, or otherwise dispose (whether in whole or part) of any of its interest in the Licenced Area.

12.1 **Default:** If at any time:

- 12.1.1 any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for ten (10) days after the due payment date (whether it has been demanded or not);
- 12.1.2 the Licensor gives written notice to the Licensee specifying any breach (other than a breach of the type referred to in 13.1.1 above) of this Licence which breach remains unremedied seven (7) days after giving the notice;
- 12.1.3 the Licensee goes into liquidation, is wound up or dissolved, enters into a scheme of arrangement with any of its creditors, goes into voluntary administration or a statutory manager is appointed, or has a receiver appointed;

then it shall be lawful for the Licensor (or any person duly authorised by the Licensor) to re-enter upon the Licenced Area in accordance with the Property Law Act 2007 and determine this Licence without releasing the Licensee from any liability in respect of the breach or non-observance of any terms, covenants and conditions of this Licence and without prejudice to any action or other remedy which the Licensor has for arrears of monies due or breach of covenant or for damage as a result of any such event.

13. Dispute Resolution

13.1 **Informal methods:** If any party has a dispute with any other party in connection to this Licence:

- 13.1.1 That party will promptly give full written particulars of the dispute to the other; and
- 13.1.2 The parties' will promptly meet together and in good faith try to resolve the dispute.

13.2 **Arbitration:** If the dispute is not resolved within ten (10) days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to a single arbitrator chosen by the parties or if they cannot agree, by the President of the New Zealand District Law Society.

13.3 **Urgent relief:** This clause shall not apply to any application to the Court by either party for urgent interlocutory relief.

14. Licensee to Pay Licensor's Costs

14.1 **Costs:** The Licensee shall pay:

- 14.1.1 all costs, charges and expenses for which the Licensor shall become liable in consequence of, or in connection with, any breach or default by the Licensee in the performance of any of the covenants in this Licence; and

- 14.1.2 all costs, charges and expenses (including actual legal costs as between solicitor and client) that may be incurred by the Licensor in enforcing or attempting to enforce any of the Licensee's covenants, or any of the Licensor's rights, under or arising out of this Licence.

15. Notices

- 15.1 **Notices:** All notices or other communications given under this Licence shall be by personal delivery, by posting by registered or ordinary mail, or by email.
- 15.2 **Delivery:** Any notice, consent, information, application or request is to be treated as given or made at the following time:
- 15.2.1 if it is delivered, when it is left at that party's address (as notified from time to time);
- 15.2.2 if it is sent by post, three days after it is posted; or
- 15.2.3 in the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing (excluding emails generated automatically).
- 15.3 **Licensor authority:** In the case of any notice or document required to be served or given by the Licensor the same may be signed on behalf of the Licensor by any authorised officer of the Licensor or by the Licensor's solicitors.

16. General

- 16.1 **Regulatory capacity:** Notwithstanding that the Licensor enters into this Licence in its capacity as administering authority for the Reserve. The Licensee acknowledges that nothing in this Licence shall fetter, restrict or bind the Queenstown Lakes District Council in its regulatory capacity and any consents or agreements given herein by the Licensor shall not be construed as consent or agreement by the Queenstown Lakes District Council in its regulatory capacity.
- 16.2 **Amendment:** No amendment to this Licence will be effective unless it is in writing and signed by all the parties.
- 16.3 **Waiver:** Failure by a party to enforce at any time any one or more of the terms or conditions of this Licence is not a waiver of that party's right to subsequently enforce at any time any one or more of the terms or conditions of this Licence.
- 16.4 **Invalidity:** If any of the provisions of this Licence is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.
- 16.5 **Law:** This Licence is to be governed by and construed in accordance with the laws of New Zealand and each party irrevocably and unconditionally agrees that the Courts of New Zealand have jurisdiction to hear and determine any proceedings brought in relation to this Licence.

EXECUTED as a Licence

SIGNED for and on behalf of)
QUEENSTOWN LAKES DISTRICT COUNCIL)
as **LICENSOR** by its Community Services)
General Manager under delegated authority)
in the presence of:)



Signature

Karen Whittaker

Signature of Witness

Karen Whittaker

Full Name of Witness

11 Castalia Drive

Address of Witness

Administrator

Occupation of Witness

SIGNED by **QUEENSTOWN MOUNTAIN**)
BIKE CLUB INCORPORATED)
as **LICENSEE**)
in the presence of:)



Authorised Signatory



Signature of Witness

Katharine Hockly

Full Name of Witness

Queenstown

Address of Witness

Solicitor

Occupation of Witness



Authorised Signatory

SIGNED for and on behalf of)
THE MINISTER OF CONSERVATION)
 by the Community Services General Manager)
 of the Queenstown Lake District Council)
 by authority delegated to him)
 pursuant to the Reserves Act 1977)
 in the presence of:)



Signature

Karen Whittaker

Signature of Witness

Karen Whittaker

Full Name of Witness

11 Castalia Drive

Address of Witness

Adminstrator

Occupation of Witness

SCHEDULE ONE – PLAN OF LICENCED AREA

