Tourism Concessions in Protected Natural Areas

Appendices

Photo: Dana Allen, Wilderness Safaris

Appendix 1.1: Model concessions law, regulation and policies

Model protected area concession law	
Provision	Comment/Reference
Section A: Protected Area Conservation and Visitor Enjoyment In furtherance of the well-being of the people of _________ (the 'Country') and its national interests, the Country's Protected Area Agency (PAA), in the conduct of its responsibilities for the management of the Country's protected areas, shall: (1) Administer such protected areas in accordance with the fundamental purpose of conserving their scenery, wildlife, and natural and historic objects, and providing for their enjoyment in a manner that will leave them unimpaired for the enjoyment of future generations; (2) Provide for their enjoyment through the provision of visitor accommodations, facilities, and services ('concessions') under carefully controlled safeguards against unregulated and indiscriminate use, so that visitation will not unduly impair their resources and values; (3) Strictly limit concessions within such protected areas to locations that are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the protected area such units; and (4) Strictly limit concessions to those that: (a) Are necessary and appropriate for public use and enjoyment of the protected area in which they are located; and (b) Are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the protected area. **Section B. Award of Concession Contracts** (1) In furtherance of the requirements stated in Section A, the PAA may award concession contracts to authorize persons, corporations, or other legally recognized entities to provide concessions within protected areas. Such concession contracts shall have a term not to exceed twenty (20) years. (2) All concession contracts shall be awarded by the PAA to the person, corporation, or other legally recognized entity submitting the best proposal for the concession contract as determined by the PAA through a competitive selection process such as auction or tender; or through a direct award process for innovative proposals or by a direct award process to communities or by any other process deemed suitable, fair and transparent by the Minister who oversees public areas.	See Chapters Three and Four for more information on concepts (3) and (4). See Chapter Five The term can be longer depending on the desires of the country. See Chapter Five and the Namibian case study in Chapter One.
Section C. Concession Contract Terms and Conditions (1) Concession contracts, among other terms and conditions, shall require: (a) The provision of visitor accommodations, facilities and services by the concessionaire to the satisfaction of the PAA. (b) Approval by the PAA of reasonable visitor services rates proposed to be charged by the concessionaire.	This provision requires the country to control the rates the concessionaire charges for services under the contract.

Model protected area concession law	
Provision	Comment/Reference
(2) Concession contracts may provide for the concessionaire to construct a real property improvement. If construction of improvements is required, the cost of such improvements should be taken into consideration when developing the franchise fee. Concessionaires may choose to waive compensation for improvements.	

Model protected area concession regulation	
Provision	Comment/Reference
Part 1. Purpose and Authority **1.1 Applicability** This regulation covers the administration of concessions and the solicitation and award of concession contracts for the protected areas of __________ ('Country') by the Protected Area Agency ('PAA') under the authority of the Model Protected Areas Concession Law ('Model Law'). The purpose of concession contracts is to authorize persons ('concessionaires') to provide visitor accommodations, facilities and services in protected areas ('concessions'). All concession contracts are to be consistent with the requirements of this regulation and the Model Law. Concession contracts will contain such terms and conditions as are required by this regulation and the Model Law (and other applicable laws) and as are otherwise appropriate in furtherance of the purposes of protected areas. **1.2 General Policy** It is the policy of the Country under the Model Concessions Law that concessions in protected areas shall be conducted only under carefully controlled safeguards against unregulated and indiscriminate use so that visitation will not unduly impair area values and resources. The development and operation of concessions in protected areas will be limited to locations that are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the protected area. It is also the policy of the Country under the Model law that provision of concessions in protected areas must be limited to those that are necessary and appropriate for visitor enjoyment of the protected area in which they are located. **1.3 Definitions** Assignment: An assignment of a concession contract is a transfer, in whole ori n part, to a third party of the rights and obligations of a concession contract, including without limitation:	

Model protected area concession regulation	
Provision	Comment/Reference
(1) Assumption of the rights and obligations of the concession contract by a new concessionaire; (2) Rights to operate and/or manage under the concession contract through employment or contract with a third party to operate and/or manage the performance of a concession contract (or any portion thereof). This does not apply to arrangements with an individual employee; (3) The creation of a mortgage encumbrance or similar pledge of a real property interest created under the terms of a concession contract, including, without limitation, mortgages, encumbrances, or other pledge of the real property interest. **Award:** means the establishment of a legally binding concession contract. It occurs only when a concession contract is fully executed by the parties. Concession(s): means accommodations, facilities and services determined by the PAA as necessary and appropriate for visitor use and enjoyment of a protected area provided to protected area visitors for a fee or charge by a person other than the PAA. Concessions may include, but are not limited to, lodging, campgrounds, food service, merchandising, tours, recreational activities, guiding, transportation, and equipment rental. **Concession Contract:** means a binding written agreement between the PAA and a concessionaire entered under the authority of this regulation and Model Law that authorizes the concession contractor to provide a concession within a protected area under specified terms and conditions. **Concessionaire:** means an individual, corporation, or other legally recognized entity that holds a concession contract. **Concession Fee:** means the monetary consideration paid to the PAA by a concessionaire for the privileges granted by a concession contract. **Offeror:** means a person that submits a proposal for a concession contract. PAA: means the Protected Area Agency. **Person:** means an individual, corporation or other legally recognized entity. **Prospectus**: means a written document that is used to solicit proposals for concession contracts. **Responsive Proposal:** means a timely submitted proposal that is determined by the PAA as agreeing to all of the minimum requirements of the proposed concession contract and prospectus and as having provided the information required by the prospectus.	

Model protected area concession regulation	
Provision	Comment/Reference
Part 2. Solicitation and Award of Concession Contracts	
2.1. Competitive Solicitation of Concession Contract Proposals	
The PAA must award all concession contracts through a competitive, public solicitation process. The public solicitation process begins with the issuance of a prospectus. The prospectus will invite the general public to submit proposals for the contract. The prospectus will describe the terms and conditions of the concession contract to be awarded and the procedures to be followed in the selection of the best proposal.	Note,Part 2 would be modified if you have other, non-competitive methods for awarding contracts.
2.2. Prospectus Information	
(a) The prospectus must include the minimum requirements of the concession contract. The minimum requirements of the concession contract include but are not limited to the following:	The prospectus describes the business opportunity
(1) The minimum acceptable concession fee payable to the PAA; (2) The visitor services that the concessionaire is to be authorized to provide; (3) The minimum financial investment, if any, that the concessionaire must make; (4) The minimum measures that the concessionaire must take to ensure the protection, conservation, and preservation of the resources of the protected area; (5) Any other minimum requirements that the concession contract may specify, including, as appropriate and without limitation, measurable performance standards; (6) A description of facilities and services, if any, that the PAA may provide to the concessionaire under the terms of the concession contract, including, but not limited to, public access, utilities and buildings; (7) A statement identifying each selection factor for proposals and the weight and relative importance of the factors in the selection decision.	The prospectus must provide sufficient information to a potential concessioner for them to make an informed decision as to whether or not to submit an offer.
(b) The prospectus shall also include other information related to the proposed concession contract as the PAA determines is necessary to allow for the submission of competitive proposals	
2.3. Terms and Conditions	
The terms and conditions of a proposed concession contract must represent the requirements of the PAA in accordance with the purposes of the Model Law and this regulation and must not be developed to accommodate the capabilities or limitations of any particular potential offeror. The PAA must not provide a current concessionaire or other person information related to the content of a proposed or issued prospectus that is not available to the general public.	

Model protected area concession regulation

Provision	Comment/Reference
2.4. Information Provided to Offerors Material information related to the prospectus and the concession contract that the PAA provides to any potential offeror prior to the submission of proposals must be made available to all persons who have requested a copy of the prospectus.	Contracts can't be developed for a particular individual or entity. Additionally, the content of a particular business opportunity should not be shared with some and not all interested parties.
2.5. Public Notice The PAA will publish notice of the availability of the prospectus at least once in appropriate local or national newspapers and trade magazines.	
2.6. Prospectus Copies The PAA will make the prospectus available upon request to all interested persons. The PAA may charge a reasonable fee for a copy of prospectus, not to exceed printing, binding and mailing costs.	
2.7. Proposal Submission Time Limits The PAA will allow an appropriate period for submission of proposals that is not less than 60 days unless the PAA determines that a shorter time is appropriate in the circumstances of a particular solicitation. Proposals that are not timely submitted will not be considered by the PAA.	
2.8. Amending, Extending or Cancelling Solicitations The PAA may amend a prospectus and/or extend the submission date prior to the time and date of submission. The PAA may cancel a solicitation at any time prior to award of the concession contract if the PAA determines that this action is appropriate in the public interest. No offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, cancelled, or re-solicited solicitation for a concession contract.	More complex concession opportunities require longer response periods.
2.9 Responsive Proposals If no responsive proposals are submitted, the PAA may cancel the solicitation, or, after cancellation, establish new contract requirements and issue a new prospectus.	
2.10 Evaluation of Proposals (a) The PAA will apply the selection factors set forth in the prospectus by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation. For each selection factor, the PAA will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any.	

Model protected area concession regulation

Provision	Comment/Reference
(b) The PAA will then assign a cumulative point score to each proposal based on the assigned score for each selection factor. The responsive proposal with the highest cumulative point score will be selected by the PAA as the best proposal. If two or more responsive proposals receive the same highest point score, the PAA will select as the best proposal (from among the responsive proposals with the same highest point score), the responsive proposal that the PAA determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of this regulation.	The prospectus outlines the factors upon which the offerors will be evaluated. The evaluation team then reviews the submissions and scores them in comparison to those factors and the other offers.
(d) Selection factors shall include, but need not be limited to, the following: (1) The responsiveness of the proposal to the objectives, as described in the prospectus, of protecting, conserving, and preserving resources of the protected area; (2) The responsiveness of the proposal to the objectives, as described in the prospectus, of the provision of necessary and appropriate concessions at reasonable rates; (3) The experience and related background of the offeror in providing the same or similar concessions as those to be provided under the concession contract; (4) The financial capability of the offeror to carry out its proposal; and (5) The amount of the concession fee offered. However, consideration of revenue to PAA will be subordinate to the objectives of protecting, conserving, and preserving the resources of the protected area and of the provision of necessary and appropriate concessions at reasonable rates.	The selection factors should cover the most important elements to be considered in the evaluation—each concession opportunity would have the same factors, with park-specific subquestions under each factor. Factor 5 lessens the importance of concession fees to the agency than prior factors, making money to the agency less important than, for example, resource protection.
2.11 Contract Award Except for incorporating into the final concession contract appropriate elements of the best proposal, the PAA must not award a concession contract that materially amends or does not incorporate the terms and conditions of the concession contract as set forth in the prospectus. **2.12 Contract Execution** The selected offeror must execute the concession contract promptly after selection of the best proposal and within the time established by the PAA. If the selected offeror fails to execute the concession contract in this period, the PAA may select another responsive proposal or may cancel the selection and re-solicit the concession contract. Part 3. Terms and Conditions of Concession Contracts 3.1 Term of Concession Contracts A concession contract will generally be awarded for a term of ten years or less unless the PAA determines that the contract terms and conditions warrant a	

Model protected area concession regulation	
Provision	Comment/Reference
longer term. It is the policy of the PAA under these requirements that the term of concession contracts are to be as short as is prudent, taking into account the financial requirements of the concession contract, resource protection and visitor needs, and other factors the PAA deems appropriate. In no event will a concession contract have a term of more than ____________ years. **3.2 Suspension and Termination** A concession contract will contain appropriate provisions for suspension or termination of a concession contract when necessary for resource or visitor protection purposes, and, will provide for suspension or termination of the concession contract by the PAA for default, including, without limitation, unsatisfactory performance. **3.3 No Exclusive Rights** Concession contracts will not provide in any manner an exclusive right to provide all or certain types of concessions in a protected area. The PAA may limit the number of concession contracts to be awarded for the conduct of concessions in a particular protected area when appropriate in the interests of for resource or visitor protection.	This provision of the regulation must be consistent with the terms allowable by the law.
3.4 Concession Fees Concession contracts will provide for payment to the PAA by the concessionaire of a concession fee as determined by the PAA upon consideration of the probable value to the concessionaire of the privileges granted by the contract involved. Such probable value will be based upon a fair opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the PAA shall be subordinate to the objectives of protecting and preserving protected areas and of providing necessary and appropriate visitor services at reasonable rates. Such fees will be expended by the PAA only for the management and protection of the protected area from which they are derived. **3.5 Repair and Maintenance** Concession contracts must require the concessionaire to maintain in good condition, through a comprehensive repair and maintenance programme, all of the concessionaire's personal property used in the provision of the concession and all real property improvements utilized by the concessionaire pursuant to the terms of its concession contract. **3.6 Rate Approval** (a) Concession contracts will permit the concessionaire to set reasonable and	Provisions allow the agency to bring in other operators for the same or similar services.

Model protected area concession regulation	
Provision	Comment/Reference
appropriate rates and charges for the visitor services it provides, subject to approval by the PAA. (b) The reasonableness of such rates and charges will be determined by comparison with those rates and charges for facilities and services of comparable character under similar conditions. **3.7 Concessionaire Records** A concessionaire must keep such records that the PAA may require for the term of the concession contract and for five calendar years after the termination or expiration of the concession contract to enable the PAA to ensure that all terms of the concession contract are or were faithfully performed. The PAA and any duly authorized representative of the PAA, for the purpose of audit and examination, shall have access to all pertinent records, books, documents, and papers of the concessionaire, any subcontractors, and any parent or affiliate of the concessionaire. **3.8 Real Property Improvements** A concessionaire that constructs real property improvements pursuant to a concession contract upon land owned by the Country within a protected area may be provided under the contract a real property interest in such improvements subject to the terms and conditions of the contract. The existence of a real property interest does not give the concessionaire, or any other person, any right to conduct business in a protected area or to otherwise utilize such real property improvements. Upon contract termination or expiration, the concessionaire shall be entitled to payment for such real property interest in the amount that is described in the concession contract, and, is required to transfer the interest to a successor concessionaire or the PAA upon contract term or expiration. A real property interest may be waived or relinquished by the concessionaire. **Part 4. Assignment of Concession Contracts** **4.1 Approval of Assignments** A concessionaire may not enter into an assignment as defined herein without the prior, written approval of the PAA.	Provision follows the law. The agency should do its due diligence to ensure a particular opportunity is profitable if managed correctly. This provision does not guarantee the operator a profit. This is not done in very many countries
4.2 Unapproved Assignments Assignments completed without the prior, written approval of the PAA will be considered as null and void and a material breach of the applicable concession contract. No person will obtain any valid or enforceable rights under the terms of an unapproved assignment.	Operators who are required to build facilities are going to expect to be paid for those facilities upon departure.

Model protected area concession regulation	
Provision	Comment/Reference
4.3 Approval Process Before completing any assignment that may be considered to be the type of transaction described in this regulation, the concessionaire must apply in writing for approval of the transaction by the PAA. **4.4 Required Information** An application for the PAA's approval of an assignment will include, to the extent required by the PAA in the circumstances of the transaction, the following information in such detail as the PAA may specify in order to make the determinations required by this regulation: (a) All instruments proposed to implement the transaction; (b) An opinion of counsel to the effect that the proposed transaction is lawful under all applicable law; (c) A narrative description of the proposed transaction; (d) A statement as to the existence and nature of any litigation relating to the proposed transaction; (e) A description of the management qualifications, financial background, and financing and operational plans of any proposed assignee; (f) A detailed description of all financial aspects of the proposed transaction; and (g) Such other information as the PAA may require making the determinations required by this Regulation. **4.5. Approval Determinations** The PAA may only approve a proposed assignment if it makes the following determinations (as applicable): (a) That the assignment is to a person that is managerially and financially capable of carrying out the terms of the assignment; (b) That the assignment would not have an adverse impact on the protection, conservation or preservation of protected area resources; and (c) That the assignment would not have an adverse impact on the provision of necessary and appropriate accommodations, facilities and services to protected area visitors at reasonable rates and charges.	With longer-term contracts, the costs can be amortized over the contract and no payment would be required at the end of the term. Also see section 3.4 Contracts can't be sold to other operators without the agency approval. These provisions outline that approval process

Model protected area concession policy	
Provision	Comment/Reference
Introduction Through the use of concession contracts, the PAA will provide services to visitors that are necessary and appropriate for public use and enjoyment of protected areas. Operations will be consistent to the highest practicable degree with the preservation and conservation of resources and values of the protected area. Operations will demonstrate sound environmental management and stewardship. Concession operations may include, but are not limited to, lodging, campgrounds, food service, merchandising, tours, recreational activities, guiding, interpretive programmes, transportation, and equipment rental. **1. Form of Concession Contracts** **1.1 Three Types** There are three types of concession contracts: **Category I.** A Category I contract is used when the concessionaire is not permitted to construct or occupy real property improvements in the protected area; e.g. guided tours, horseback riding where the stable is located outside of the protected area, outdoor folkloric performances. A Category I contract must have a term of two years or less and its assignment to a new concession contractor is not permissible. **Category II**. A Category II contract is used when the concessionaire is assigned the use of PAA-owned real property improvements within the protected area, e.g. a gift store in or restaurant in the visitor centre. A Category II contract must require the concessionaire to repair and maintain its assigned space. A Category II concession contract cannot permit the construction of real property improvements by the concessionaire. **Category III.** A Category III contract is used when the contract requires the concessionaire to acquire or construct real property improvements in the protected area. The contract generally provides for a real property compensable interest. These are also known as build, operate and transfer agreements. **1.2. Standard Contract Language** Approved standard contract language (Category I, II or III) will be used in all PAA concession contracts. Concession contracts may be modified only by written amendment. Amendments developed after the award of a concession contract must be consistent with current PAA policies and orders.	

Model protected area concession policy	
Provision	Comment/Reference
2. Concession Contracting **2.1 Applicable Laws** Concession contracts and operations are subject to the provisions of the PAA'sConcession Law, Concession Regulation, other applicable laws and further specific guidance that may be issued by the PAA. **2.2 Concession Planning** Concession planning will identify the appropriate role of concessionaires in helping protected areas to provide opportunities for visitor use and enjoyment. This planning will be integrated into other protected area plans and planning processes and will comply with all PAA policies regarding planning and environmental analysis. The number, location, and sizes of facilities and sites assigned through concession contracts will be the minimum necessary for proper and satisfactory operation of the facilities. A strategy for each protected area must be in place to ensure that facilities and services are necessary and appropriate, financially viable, and addressed in an approved management plan. Concession plans may be developed to further implement a protected area's visitor services strategy and to guide decisions on whether to authorize or expand concessions. A decision to authorize or expand a concession will consider the effect on, or need for, additional infrastructure and management of operations and be based on a determination that the facility or service: • Is complementary to the protected area's mission and concession objectives; • Is necessary and appropriate for the public use and enjoyment of the protected area; • Incorporates sustainable principles and practices in planning, design, siting, construction, and maintenance; • Adopts appropriate energy and water conservation, source reduction, and environmental purchasing standards and goals; and • Will not cause unacceptable impacts to the resources of the protected area. Prior to initiating new services authorized under a concession contract, a market and financial viability study/analysis will be completed to ensure that the overall contract is financially feasible. **2.3 Term of Concession Contracts** The term of a concession contract will generally be ten years or less. However, a PAA may award a contract for a term of up to twenty years if the PAA determines	

Model protected area concession policy	
Provision	Comment/Reference
that the contract terms and conditions, including the required construction of real property improvements, warrant a longer term. The term of concession contracts should be as short as is prudent, taking into account the financial requirements of the concession contract, any required construction of real property improvements, resource preservation and conservation, visitor needs, and other factors that the PAA may deem appropriate. Proposed operations must be economically feasible and supported by a feasibility study prepared by a qualified individual. **2.4 Competition** The PAA requires competition in the awarding of concession contracts to obtain the best concession contractor and maximize benefits to protected areas and visitors. The PAA also encourages the participation of local, minority, and women-owned businesses in concession opportunities. **3. Operations** **3.1 Operating Plans**	
The operating plan is an exhibit to the concession contract. The plan will describe detailed concessionaire operational requirements under the terms of the contract. The operating plan is to be reviewed and updated annually by the PAA. Operating plans are considered an integral part of a concessionaire's contract performance compliance. **3.2 Service Type and Quality** It is the objective of the PAA that protected area visitors are provided with high-quality facilities and services. Where appropriate, the concession contract will specify a range of facility, accommodation, and service types that are to be provided at reasonable rates and standards to ensure optimal facility maintenance and quality services. **3.3 Evaluation of Operations**	Flows from law and regulations and provides more detailed, but consistent, information
Concession operations will be regularly evaluated by the PAA to ensure that protected area visitors are provided with high-quality services and facilities that are safe and sanitary and meet PAA environmental, health, safety, and operational standards. Concessionaires who prepare food on or off protected area lands or serve food on protected area lands will be subject to inspection for compliance with all applicable health and sanitation requirements of local and national agencies, as applicable.	This can be modified, consistent with the law and regulation to provide economic development to local communities.

Model protected area concession policy	
Provision	Comment/Reference
3.4 Interpretation by Concessionaires Concessionaires will be required to appropriately train their employees and, through their facilities and services, to instill in their guests an appreciation of the protected area—its purpose and significance, its proper and sustainable management, and the stewardship of its resources. When the provision of interpretive programmes is required by the contract, concessionaires will provide formal interpretive training, approved by the PAA, for their employees, or will participate in formal interpretive training that is offered by the PAA. Visitor appreciation of the protected area can be instilled in many ways. For example, it can be accomplished through guided activities, the design, architecture, landscape, and I of facilities, educational programmes, interpretive menu design and menu offerings; and involvement in the protected area's overall interpretive programme. Gift shop merchandise and displays also present opportunities to educate visitors about protected area history, natural, cultural, and historical resources, and sustainable environmental management. Concession contracts will require the concessionaire to provide all concessions in a manner that is consistent with and supportive of the interpretive themes, goals, and objectives articulated in each protected area's planning documents. **4. Merchandise** **4.1 In General** The PAA will approve the nature, type, and quality of merchandise to be offered by concessionaires. Although there is no PAA-wide list of specific preferred merchandise, priority will be given to sale items that foster awareness, understanding, and appreciation of the protected area and its resources and that interprets those resources. Merchandise should have interpretive labeling or include other information to indicate how the merchandise is relevant to the protected area and its interpretive program and themes. Each operation with a gift shop will have a mission statement based on the protected area's service plan or general management plan. Concessionaires will develop and implement a merchandise plan based on the protected area's gift shop mission statement. The merchandise plan must be satisfactory to the PAA, and should ensure that merchandise sold or provided reflects the significance of the protected area and promotes the conservation of the protected area's geological resources, wildlife, plant life, archeological resources, local Native culture, local ethnic and traditional culture, historical significance, and other protected area resources and values. The plan should also integrate pollution prevention and waste-reduction objectives and strategies for merchandise and packaging.	See Chapter Ten for information and tools that can help to improve the visitor experience.

Model protected area concession policy	
Provision	Comment/Reference
Merchandise must be available at a range of prices. Theme-related merchandise locally manufactured or handcrafted in a protected area's geographic vicinity will be encouraged. **4.2 Artifacts and Specimens** Concessionaires will not be permitted to sell any merchandise in violation of laws, regulations, or PAA policies. PAA may prohibit the sale of some items for retail sale because the merchandise is locally sensitive or inappropriate for sale. The sale of original objects, artifacts, or specimens of a historic, archeological, paleontological, or biological nature is prohibited. Replicated historic, archeological, paleontological, or biological objects, artifacts, or specimens may be sold if they are obvious replicas and clearly labeled. Any geological merchandise approved for sale or exhibit by concessionaires must be accompanied by appropriate educational material and a written disclaimer clearly stating that such items were not obtained from inside protected area boundaries. The proposed sale of any replicas, or of geological merchandise, must be addressed in the gift shop merchandise plan. **5. Facilities** **5.1 Design** Concession facilities will be of a size and at a location that the PAA determines to be necessary and appropriate for their intended purposes. All facilities must comply with applicable national and local construction codes. Proposed facilities must conform to PAA standards for design and sustainability. **5.2 Maintenance** Concession contracts will require concessionaires to be responsible for all maintenance and repair of facilities, lands, and utility systems assigned for their use, in accordance with standards acceptable to the PAA. All Category II and III Concession contracts must include a current maintenance plan. Maintenance plans are an exhibit to the concession contract and will be considered an integral part of a concessionaire's contractual performance compliance. Maintenance of historic properties and cultural landscapes will be carried out in a manner consistent with applicable laws. **5.3 Utilities and Services** Utilities include, but are not limited to, electricity, fuel, natural gas, and water, disposal of wastewater and solid waste, and communication systems.	

<table>
<tr><th colspan="2">Model protected area concession policy</th></tr>
<tr><td>Provision</td><td>Comment/Reference</td></tr>
<tr><td>
When available, the PAA may provide utilities to the concession contractor for use in connection with the operations required or authorized under the contract at rates to be determined in accordance with applicable laws. If the PAA does not provide utilities to the concession contractor, the concession contractor will, with the written approval of the PAA and under any requirements prescribed by the PAA, secure necessary utilities at its own expense from sources outside the protected area or install the utilities within the protected area, subject to the terms of the contract.

6. Environmental Management Requirements

6.1 Legal requirements

Concessionaires are required to comply with applicable provisions of all laws, regulations, and policies that apply to natural and cultural resource protection. The PAA will assist concessionaires in understanding and complying with legal requirements.

6.2 Environmental Objectives

In the operation of concessions, concessionaires are to meet environmental compliance objectives by:

• Complying with all applicable laws pertaining to the protection of human health and the environment; and
• Incorporating best environmental management practices in all operations, construction, maintenance, acquisition, provision of concessions, and other activities under the contract.

6.3 Environmental Management Plans

Concessionaires under Category II and Category III Concession Contracts will also be required to develop, document, implement, and comply fully with—to the satisfaction of the PAA—a comprehensive, written environmental management programme (EMP) to achieve environmental management objectives. The EMP:
• Should be appropriate to the nature and size of the operation;
• Must account for all activities conducted by the concessionaire with potential environmental impacts; and
• Must be updated at least annually.

1. Financial Management

1.1 Visitor Rates and Charges

The PAA must approve all visitor rates and charges. The reasonableness of a concessionaire’s rates and charges will be judged primarily on the basis of
</td><td>
See Chapters Four and Seven

See Chapter Six
</td></tr>
</table>

Model protected area concession policy	
Provision	Comment/Reference
comparison with current rates and charges for facilities and services of comparable character under similar conditions. Due consideration will be given to length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and costs of labor and materials, type of patronage, and other factors deemed significant by the PAA. **1.2 Concession Fees** Concession contracts must provide for payment to the PAA of a concession fee established by the PAA upon consideration of the probable value to the concessionaire of the privileges granted by the related contract. Such probable value will be based upon a reasonable opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the PAA is subordinate to the objectives of protecting and preserving protected area values and providing necessary and appropriate services for visitors at reasonable rates. Concession fee revenue will be expended by the PAA for the management and protection of the protected area from which from it is received.	Note: whether or not to approve rates and charges is a matter left up to senior managers or the Minister/Director of the PAA to determine. Control of visitor charges may be required where the PAA is fearful that lack of competition will result in over-charging.
1.3 Record-keeping System All concessionaires will establish and maintain a system of accounts and a record-keeping system approved by the PAA that use written journals and general ledger accounts to facilitate the preparation of annual concession contractor financial reports. **1.4 Annual Financial Reports** Concessionaires are required to submit annual financial reports that reflect the operations they are authorized to provide under their contracts. Such reports must meet PPA accounting standards.	See Chapter Eight
2. Risk Management **9.1. Risk Management Programme** Concession contracts (as part of the contract's operating plan) may require the concessionaire to develop a risk management programme that is: (1) appropriate in scope to the size and nature of the operation; (2) in accord with appropriate laws; and (3) approved by the PAA. Concessionaires are responsible for managing all of their operations to minimize risk and control loss due to accident, illness, or injury. To ensure compliance, the PAA will include a risk management evaluation as part of its standard operational review of operations.	See Chapter Eight

Model protected area concession policy	
Provision	Comment/Reference
9.2 Insurance Concession contracts will identify the types and minimum amounts of insurance coverage required of concessionaires in order to: • Provide reasonable assurance that concessionaires have the ability to cover bona fide claims for bodily injury, death, or property damage arising from an action or omission of the operator; • Protect the government against potential liability for claims based on the negligence of concessionaires; and • Enable rapid repair or replacement of essential visitor facilities located on protected area lands that are damaged or destroyed by fire or other hazards. Concessionaires will not be permitted to operate without liability insurance.	See Chapter Eight

Appendix 4.1: Environmental and development checklist to identify and mitigate potential effects of proposed concession activities[1].

Design and construction parameters	
Visual impact	• Requirements for particular architectural styles, building materials etc. to reduce visual impacts should be included in the initial documentation. This should take into account potential future users of the area. • Visual impact of support services should also be considered. • Light pollution on the night sky
Construction activities	Site definition • The site to be developed must be clearly defined so the assessment can be made within this area. • During construction, the site must be well marked, possibly by pegging, so that its limits are clearly visible to all observers.
	Environmental management plan • In the case of new developments, an environmental scoping study should be carried out prior to the concession being granted. Following the initial acceptance of a proposal, an environmental screening should be conducted, and thereafter, if necessary, a full environmental impact assessment should be carried out, and this should lead to an environmental management plan (EMP), which will incorporate the issues in this checklist. • An Environmental Control Officer (ECO) should be appointed to oversee developments and ensure compliance with the EIA and EMP.
	Issues during construction • The EMP should clearly detail what level of disturbance to surrounding areas is permitted and what may be removed or altered (e.g. large trees, etc.). • Penalties should be determined for violations of the EMP, including off-site impacts and trees or features that may be defaced or destroyed. Irreplaceable and/or critical features must be clearly marked. • The EMP should specify how construction workers are to be accommodated, and what ablution facilities and other waste management facilities are to be allowed. • Give guidelines on use of resources, especially local building supplies. If this is permitted it should be spelt out how such use should be carried out and regulated and whether there should be any fee for it. • There may need to be restrictions on the maximum size of vehicles used for construction, and access to the protected area may need to be restricted to certain times, for control purposes and to reduce impact on other users. • It is possible that there may be chance cultural, historical and/or archaeological finds. A procedure for dealing with these should be detailed in advance.

[1] Adapted from MET (2007) Policy on Tourism and Wildlife Concessions on State Land, Windhoek, Namibia.

Design and construction parameters	
Buildings and structures	• In the case of concessions where there are existing buildings it must be specified what changes to them would be permitted and whether a deposit or guarantee is required before structures are damaged, altered or removed. • There may be existing 'immovable' assets (pumps, borehole equipment, etc.) that fall within the concession area. It should be specified what will happen to these, what use may be permitted, who will maintain them and what condition they must be in at the end of the concession agreement if the concessionaire uses them. • If new structures are to be erected, there may be some restrictions on the types of buildings allowed, including their location within the concession areas. • It should be made clear whether fixed structures will be permitted or only temporary structures and, if so, how this is defined. Depending on the circumstances and sensitivity of the area it may be necessary to be specific on guidelines such as area, style, height, building material, colour, number of guests and staff, services etc. These are often highly subjective issues, but they must be limited, firstly by environmental and cultural factors (water, sewerage, habitat etc.) but also on the visitor carrying capacity for the protected area and the market niche to be catered for. These issues must be broadly defined in the management plan.
Roads and tracks	• A concession, particularly one covering a substantial area, is likely to require roads and tracks. The road network must reflect the type of product offered and the expected visitor usage. Some of these will be pre-existing, while others may need to be developed. It must be clear who is responsible for maintaining these roads and, if new roads may be constructed, how these will be approved and what type is permitted (single track or built-up road). These should all require an EIA that must address the location and the sourcing of any building material from quarries. • The cost implications to the MET must be considered if the MET is to maintain the road network since this cost may escalate with increasing usage. • It should be specified whether 'off-road driving' may be permitted and, if so, under what circumstances.
Support infrastructure	
Electricity/energy	• Depending on the site, it may be necessary to impose limitations on the type of energy source that may be used and on reticulation to and on the site (for example, whether this can be overhead or should be underground). This will be dependent on noise, air and fuel pollution from diesel or other power generation systems, the visual impact of the power supply and the costs of these systems. It must be clear who will pay for the power supply.

Design and construction parameters	
Water	• Water is often a major limiting factor in any development and although the risks for finding and supplying this must rest with the concessionaire, the protected area organisation should conduct an initial feasibility study to ensure that water is present and is likely to meet the specifications expected for the site. The organisation must define what may be used by the concessionaire, both in terms of the quantity and source. If information is available on water quality and quantity, this should be supplied, but the concessionaire should conduct tests to verify this before investing. • It should be defined who carries the risk if water dries up or quality deteriorates. • Meters may need to be fitted, and if they are, it should be specified at whose cost this will be done, who will read them and what penalties will be applied if overuse is detected. • If water resources are to be shared with other users, this will need to be specified, and agreement sought with the other users
Communications	• Type of communications systems allowed and standards required for safety. • Use of overhead lines, masts and towers.

How will the concessionaire dispose of their waste when they operate in remote areas?

Design and construction parameters	
Waste management and hazardous materials	
Liquid waste and by products	• Standards may need to be applied for disposal of sewage and wastewater. These will be dependent on the sensitivity of the area, availability of water, and possibility of ground water contamination. • Specific conditions may be applied to storage of liquid fuels/solvents/ cleaning materials, and there may be limits on type or quantity or storage and containment structures. • Conditions should be established for the use of toxic products, including a list of any banned products and how will they be handled and managed on the site and transported. • Indicate whether there is a policy regarding the use of environmentally friendly products or for sewage management.
Solid waste	• System for disposal of solid waste. • Policy over reduction at source, recycling and sorting. • Storage prior to removal, including specifications and how long it may be stored before it is disposed of in an appropriate site. • Transport of waste. Permitted types of containers and preferred route.
Air emissions	• Permission for use of incinerators and standards to be applied. • Other sources can include vehicles, vessels and generators • What measures can be taken to reduce noise
Environmental parameters	
Carrying capacity	• Number of guests and staff permitted to use the area. Determination of carrying capacity is often highly subjective, if it is not clearly defined by environmental constraints. • Other users. If they increase as a result of the added marketing and awareness, can the protected area infrastructure and management accommodate this additional use?
Fauna and flora	• If there are any rare, endangered or endemic species or habitats that require special attention, conditions to safeguard these organisms or habitats may be required. • Policy with regard to introductions of additional species, and/or removal of existing exotics. • Water holes and feeding of animals/birds. Is this permitted in any form and, if so, what are the special conditions which may apply? The general policy regarding water for game in the protected area should be addressed in the management plan. • Responsibility for dealing with problem animals, especially those presenting a risk to visitors, should be specified. • If capture, culling or hunting of wildlife may be carried out in the area it is important to bring this to the attention of the concessionaire and include it in the contract.
Footpaths and trails	• Who will provide these and to what standard? Who will provide and maintain these and to what standard? • Who will be responsible for erosion control?

Design and construction parameters	
Landscaping and gardening	• Species not permitted and any restrictions in this regard. • Specific issues relating to landscaping (water features etc.). • Use of pesticides, herbicides and fertilisers.
Permitted Activities	• Provide a list of permitted activities with definite restrictions if necessary (for example, no off-road driving on gravel plains, protocol for driving on sand, along rivers and on coast). • Detail what may be done, such as hunting, fishing, walking, aircraft safaris etc.
Disabled access	• Requirements to make some or all facilities available for disabled access.
Archaeological/cultural and historical	• Known sites which require special treatment. • Policy if chance find is encountered. • Any relevant legislation to be brought to the attention of the concessionaire. • Interpretation of cultural material
Management issues	
Access and exclusivity	• Regulation and control over access to the protected area and the concession site. • Will the concessionaire be the only user of the area or will others also have access and use, possibly during concession period? • Will the general public be allowed access to the area or will all other visitors be excluded? Specify how the regulatory aspects will be dealt with regarding access by the public/visitors/tourists to the areas.
Gates	• Responsibility for control of gates. • Responsibility of concessionaire for dealing with trespassers in concession area.
Signage	• How will the concessionaire provide directions to the site? • Restrictions on signage type, colour and logos.
Domesticated animals	• Are domesticated animals such as horses, lama, elephants or camels required for visitor use? • If yes, any restrictions on enclosures, feeding, importing feed into the protected area and removal of waste should be specified.
Fire	• Is fire management likely to impact on the concessionaire? • Precautions to be taken by the concessionaire. • Policy on combating wildfires in the Park. • Measures for protecting property and life, including firebreaks, and responsibility for maintenance. • The need for building insurance. • Will the concessionaire be provided with alternative areas if their entire concession area is burnt in a single season?
Aircraft and airstrips	• Are these permitted? If yes, under what conditions? • Construction of strip, approach and take-off, interference with other tourist activities, aerial safaris. • Special species in flight paths.

Design and construction parameters	
Resource use	• May local materials be used for any purpose? If yes, under what conditions and restrictions, and is any payment required? • Is hunting or fishing allowed? Does it take place in the protected area currently? Are other users permitted to undertake these activities? Will they impact on the concessionaire?
Guest activities, staff safety and accommodation	• Emergency procedures, including any special conditions people must be made aware of (heat, dehydration, dangerous game etc.). • Staff accommodation, location and standards. Special protection measures, such as fencing. • Requirement for concessionaire to enforce protected area rules on guests and staff. • Any guiding standards or qualifications required, minimum requirements for vehicles or buildings to meet special requirements etc. • Safety equipment or requirements can sometime manifest as an effect e.g. bolting in rocks for climbing can have a cultural impact in sensitive areas
Marketing	• Can logos and reserve names be used in marketing? • Joint marketing of reserve and product.
Supervision and monitoring of impacts	• Who will do this, and who is responsible for what? • Are regular meetings required? • How will concessionaire be managed? • If there are other concessionaires, would it be useful to create a forum so they can agree jointly on operations? • Code of conduct and site development manual - maintaining documented environmental management systems (e.g, ISO 14001) particularly relevant to larger concession operations
General compliance with responsible tourism development	• Has the proposal taken sufficient account of the following elements: - Climate change - Avoid waste and over-consumption, - Use local resources sustainably, - Maintain and encourage natural, economic, social and cultural diversity, - Be sensitive to the host culture, - Involve the local community in planning and decision making, - Assess environmental, social and economic impacts as a prerequisite to developing tourism, - Ensure communities are involved in and benefit from tourism, - Market tourism that is responsible, respecting local, natural and cultural environments, - Monitoring impacts of tourism and ensure open disclosure of information, - Safety and security of employees and clients.

APPENDIX 8.1: FILMING AND PHOTOGRAPHY CODE OF ETHICS FOR THE WESTERN ARCTIC FIELD UNIT, PARKS CANADA[34]

This code of ethics has been established to provide professional photographers and commercial film crews with the information required to enable them to minimize their impact on the ecological integrity of the eco-system they are operating in, and to enhance awareness of their own personal safety.

General

- Photographers or film makers are required to become familiar with and abide by the Canada National Parks Act, applicable National Park Regulations and Parks Canada Policy.
- Aircraft landing permits are obtained from the Parks Canada office in Inuvik.

Wildlife

- Intentional harassing, disturbing, or feeding of wildlife is prohibited by the Canada National Parks Act. For the purpose of this Code of Ethics, 'harassment' is defined as 'any human action that causes unusual behaviour or significant change of behaviour by an animal'. 'Disturbance' is defined as 'to intrude upon, inconvenience or interfere with'. While each individual encounter may seem inconsequential, the cumulative effects caused by repeated encounters may result in critical behaviour change. Examples are missed feedings, habituation, increased risk of predation, etc.
- Attracting animals with food, calls or scents, using blinds, or altering vegetation around photographic subjects constitutes harassment.
- Maintain a 200 m buffer between you and any animal feeding on a carcass.
- If a wolf, fox, or bear is approaching you and investigating property (i.e. your gear, tripods, cameras, backpack, food containers, or water bottles), it is displaying unnatural or conditioned behaviour. Attempt to dissuade the animal by yelling, firing 'bear bangers' in the air, banging pots together, and/or stomping your feet. Report the incident to the Duty Warden.
- Report any wolf and bear encounters to Parks Canada staff upon your return.
- Your observations often provide us with valuable information to help better understand and protect park resources. Park wardens, naturalists and biologists are interested in your observations of wildlife and in answering any questions you may have about park resources.
- Wildlife closure areas will vary from year to year, or in the case of emergency closures, from day to day. Check with the Duty Warden prior to your departure to the park.

Personal effects

- Keep your gear secured and stored as neatly as possible. Gear scattered around your site may encourage curious animals to investigate.

Aircraft

- Take-off and landing of aircraft in national parks and landmarks is strictly controlled. Take-off and landing sites must be indicated in the application and are pre-approved through an Aircraft Landing Permit.
- Photographing, filming or viewing wildlife from the air should be conducted in such a manner so as to not disturb the wildlife.
- Access or over-flights by fixed-wing aircraft or helicopters follows Ministry of Transport aeronautical regulations and Parks Canada regulations. Flights are no lower than 500 feet above the nearest obstacle in unpopulated areas and no lower than 1000 feet above the nearest obstacle in populated areas. However, Environmental Impact Screening Committee (EISC) guidelines recommend that flights should remain at an altitude of 2000 feet (609.6 metres) above the nearest obstacle in both populated

[34] Adapted from Commercial Film and Photography Application Guidelines for Aulavik, Ivvavik and Tuktut Nogait National Parks at: http://www.pc.gc.ca/eng/docs/pc/guide/media/page6.aspx (accessed May 2014)

and unpopulated areas. It is strongly encouraged that film and photography companies adhere to EISC guidelines. It is incumbent on these companies to ensure the pilot is aware of these regulations.

Film production

- All special effects and stunts within the selected Parks Canada location must be approved in advance.
- The use of wild animals that are trained for performance purposes is prohibited in national parks.
- Filming activities should be conducted so as to not disturb or alter the environment or heritage resources. Areas for camping, setup, etc. will be pre-designated by the Filming and Photography Permitting Officer.
- Provide for garbage and human waste removal from the park.
- The construction of props or sets on-site must be approved in advance. The location must be maintained free of construction debris and litter at all times and must be returned to its prior condition when filming is completed.

Private property

- Respect private property. Permission should be sought prior to using any cabins located in or near the national parks.

Regulations

- Resource protection and visitor safety are the dominant factors in making law enforcement decisions.
- No terms of this permit limits the application of any Federal laws, Territorial laws, or comprehensive land claims. The Western Arctic Field Unit Filming and Photography Permit and Aircraft Landing Permits only grant authorization under the Canada National Parks Act and Regulations.

Visitors

- Please conduct filming and photography activities as inconspicuously as possible so as to not interrupt the public's normal use of national parks. The most likely period of conflict with public use occurs during June, July and August.

Traditional users

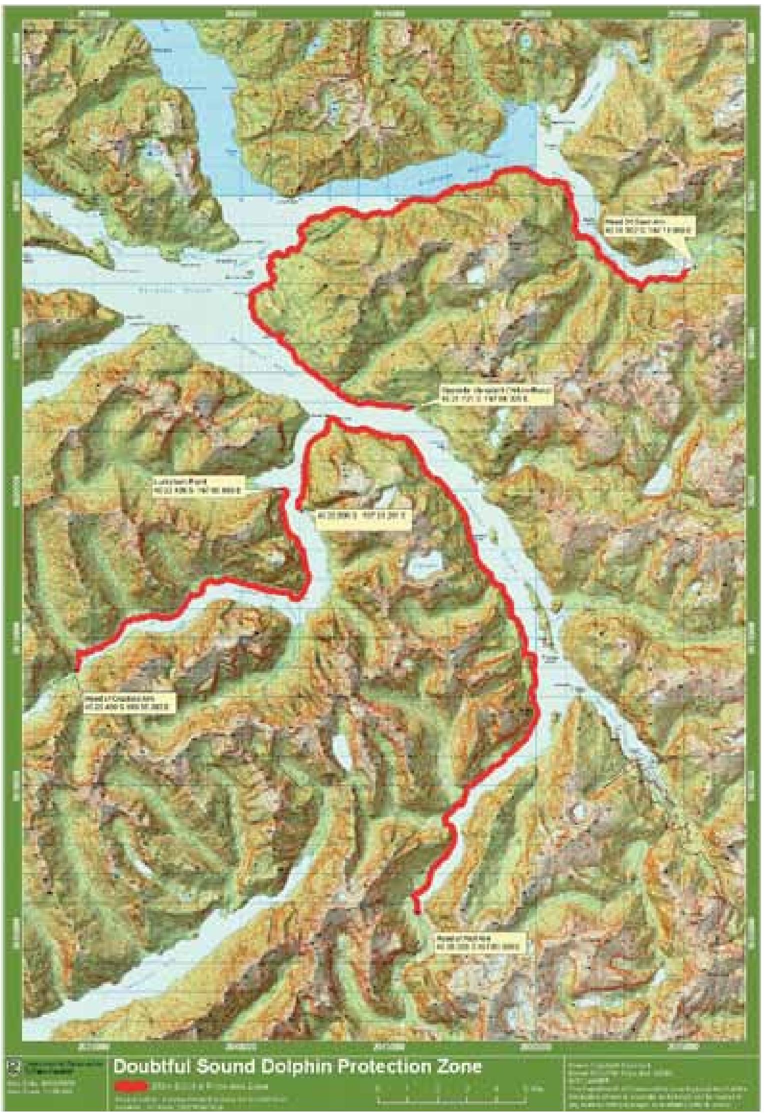
- Inuvialuit beneficiaries of the Western Arctic Claim have the right to pursue their traditional harvesting activities within Aulavik and Ivvavik national parks as well as that portion of Tuktut Nogait National Park that falls within the Inuvialuit Settlement Region. Beneficiaries of the Sahtu Dene and Metis Comprehensive Land Claim have similar rights within the portion of Tuktut Nogait National Park that falls within the Sahtu Settlement Area.
- Filming and photography activities must not interrupt traditional users' use and enjoyment of the land or their use of private cabins or camps on the land.

APPENDIX 8.2 CODE OF MANAGEMENT TO REDUCE THE IMPACT OF VESSELS ON BOTTLENOSE DOLPHINS[35]

Research indicating a serious decline in the bottlenose dolphin population in Doubtful Sound, Fiordland, New Zealand led the Department of Conservation to run a public consultation process in 2007. After significant stakeholder and community involvement, a Code of Management was published. This forms one part of the strategy to increase the protection of the Doubtful Sound / Patea bottlenose dolphin population. The other parts are monitoring, research, education and increasing public awareness. The code aims to increase protection by reducing the number and duration of dolphin-vessel interactions. New dolphin protection zones to exclude interactions completely were also established in parts of Doubtful Sound. If these measures do not work, then stronger action may be necessary. The following conditions have been extracted from the code and illustrate the types of measures needed to minimise the impact of vessels on marine mammal populations.

General conditions

1. A maximum of 3 vessels shall approach within 300 metres of marine mammals to view them at any one time.
2. Two or more vessels approaching marine mammals shall coordinate their approach and manoeuvres.
3. Vessels approaching marine mammals shall do so from a direction that is parallel and slightly to the rear of the marine mammals.
4. Vessels shall use best endeavours not to disrupt the normal movement or behaviour of marine mammals.
5. Encounters with marine mammals shall be abandoned if the animals show signs of becoming disturbed or alarmed.
6. Marine mammals shall not be separated from a group or the group itself scattered.
7. Sudden or repeated changes of direction or speed shall not be made near marine mammals.
8. Reverse gear shall be avoided except in emergencies
9. When a vessel is stopped to watch marine mammals, the engines shall be placed in neutral.
10. Vessels shall not cut off the path of a pod or single marine mammal or try and prevent them leaving the vicinity.
11. Vessels less than 300 metres from marine mammals shall use their best endeavours to move at a constant slow



[35] Doubtful Sound marine mammal (and other wildlife) code of management, Department of Conservation, New Zealand: www.doc.govt.nz/publications/conservation/native-animals/marine-mammals/doubtful-sound-marine-mammal-and-other-wildlife-code-of-management/ (accessed May 2014).

speed no faster than the slowest marine mammal, or at idle or no wake speed.
12. Vessels departing from the vicinity of marine mammals shall proceed slowly at idle or no wake speed until the vessel is at least 300 metres away.
13. Rubbish or food shall not be thrown near or around marine mammals.
14. People shall not make loud or disturbing noises near marine mammals – they have acutely sensitive hearing.
15. Any marine mammals that are stranded, sick, distressed or accidentally injured or killed shall be reported within 24 hours or as soon as practical (whichever is the earlier).

Dolphins and the 200 m Dolphin Protection Zone (DPZ)

1. Access to the DPZ is prohibited to vessels under motorised power if dolphins are visible in the DPZ.
2. If dolphins are not in the DPZ, entrance and exit to the zone is permitted by the most direct route in and out for the following reasons: dropping people ashore, vessel-based interpretation of shore features, any agency management work access to anchorage, diving and fishing.
3. If dolphins approach while a vessel is stationary in the DPZ, the vessel shall remain stationary. If dolphins approach while a vessel is moving in the DPZ, where safe to do so, the vessel shall stay at the same heading.
4. The maximum speed of a vessel while in the DPZ shall be 5 knots or idle.
5. Vessel-sought encounters shall not be permitted. A chance encounter is interpreted as one which results despite no intent or action of the skipper to encounter dolphins.
6. Vessels shall not deviate from their intended route towards a group of dolphins, unless required to do so for safety reasons.
7. Vessels shall not use information gained by communication with other users to plan their course to encounter dolphins.

The following procedures recognise that encounters with bottlenose dolphins shall be left to chance and shall be on the dolphin's terms. These procedures provide for behaviour of vessels during chance encounters with dolphins outside of the DPZ.

8. Behaviour around calves (0–3 years) is critical. Extra caution shall be taken to avoid dolphins with calves.
9. Two or more vessels approaching marine mammals shall coordinate their approach and manoeuvres.
10. Vessels approaching marine mammals shall do so from a direction that is parallel and slightly to the rear of the marine mammals where possible.
11. Vessels shall not proceed through a pod of dolphins.
12. Vessels shall not engage in any manoeuvres that are specifically designed to encourage dolphins to perform particular antics.
13. If dolphins become unresponsive during an encounter that they have initiated and show no signs of wishing to interact, the encounter shall be abandoned.
14. Encounters initiated by dolphins shall be abandoned if the animals show signs of becoming disturbed or alarmed.
15. If during a dolphin-initiated encounter, dolphins choose to leave a stationary or moving vessel, the vessel shall not attempt to re-establish contact with the departing animal during that trip.
16. Regular Doubtful Sound / Patea users shall agree to cooperate with each other, including use of the radio, to determine the position of marine mammals in order to minimise vessel impacts on marine mammals.
17. Swimming with dolphins shall not be permitted in any part of Doubtful Sound/Patea.

Specific matters relating to non-motorised vessels accessing the dolphin protection zone

1. Users of non-motorised vessels shall operate the vessel so as to not disrupt the normal movement or behaviour of any dolphin/pod, thereby allowing the dolphin / pod to pass by uninterrupted.

Caption Salesi, his family and the boat he uses for viewing and swimming with Humpback whales in Tonga. More local guides should be able to get licences in Tonga so they can benefit from the protection of the whales in the waters around their homes.

2. Users of non-motorised vessels shall avoid making noise, including deliberately splashing with paddles, talking loudly or otherwise taking action to try to attract dolphins, or that disrupts the normal behaviour of any dolphin/pod.
3. If dolphins are sighted and users of non-motorised vessels are travelling in a group, that group members shall minimise the distance between individuals within the group (this may include rafting) to allow dolphins to pass quickly and uninterrupted.
4. Users of non-motorised vessels shall take appropriate action (notwithstanding any other aspect of this section) to avoid a course that passes through a pod of dolphins.
5. Users of non-motorised vessels shall avoid paddling or taking action that results in a sudden change in direction of the vessel when in the presence of dolphins.
6. Users of non-motorised vessels shall move to and from the shore to access landing points that avoid impacting on the normal movement or behaviour of any dolphin/pod.
7. Users of non-motorised vessels shall not launch from a landing point into the Dolphin Protection Zone should a dolphin/pod be visible at time of launch.
8. Users of non-motorised vessels shall not attempt to touch any dolphins passing close by to the non-motorised vessel, or take any other action that may disturb or harass any marine mammal.

Seals

1. Vessels shall not approach closer than 20 metres to the shore where seals are known to be present.
2. Should seals begin to show signs of significant disturbance, the vessel shall immediately retreat, irrespective of whether it is further than 20 metres from the seals or not.
3. Vessels shall not moor adjacent to any foreshore within 50 metres of a NZ Fur Seal colony
4. No seals shall be disturbed. Special care should be taken with pups when they have been left alone while their mothers are feeding at sea.

Whales

1. Vessels shall not approach within 50 metres of a whale
2. If a whale approaches a vessel, the vessel shall, wherever practicable, be manoeuvred so as to keep out of the path of the whale and to maintain a minimum distance of 50 metres.
3. Vessels shall not approach within 200 metres of any female baleen or sperm whale that is accompanied by a calf or calves.
4. Where a sperm whale abruptly changes its orientation or starts making short dives of between 1 and 5 minutes duration without showing its tail flukes, vessels shall immediately abandon contact.

Appendix 9.1: Training Self Assessment Tool for Concession Staff

Use the following steps to implement this tool with concession staff:

1. As manager, ask staff to assess their own skills using the form provided in table A9.1 below. Ask them to reflecthonestly on the skills they have and what they do not have.
2. Have they overrated or underrated themselves? Sit and discuss their response with them. Ask them for examples that demonstrate the rating they have awarded themselves.
3. Come to an agreement with them on what the final rating should be.
4. Compare the final rating with the level of competency required for the role. If the final rating scores are below the required competency level then training interventions are likely to be needed.
5. Identify formal training courses that can help.
6. If the staff member is new, what are some of the informal training opportunities that can also be provided to them?

a. If they require a high level of understanding of tourism operations, arrange for them to spend a week ‘shadowing’ a tourism operator.
b. If they need to improve their monitoring and EIA skills, arrange for them to complete monitoring visits with experienced field staff or participate in industry accreditation programmes.

7. The assessment tool can be used every 12 months to review how each staff member in a concession unit is developing and to assess further development needs.
8. As manager, ask your manager, other managers you work with and staff to provide ‘360-degree’ feedback to rate your performance and be open to their comments.

Table: Competency self-assessment tool.

Competency	Score 0 = not applicable 1 = no skills 10 = very high level skills	Comments
I have **advanced relationship management skills**, I am customer focused, I build positive and lasting relationships, I contribute to the rest of the team, I share information and exercise leadership (persuades, justifies, negotiates and listens)?		
I have **effective communication** skills with excellent report writing skills, high level of oral presentation, I am an active and effective listener?		
I have **proven negotiation skills** and have completed a number of successful negotiations, I know how to listen for offers in a negotiation and how to make concessions?		

Competency	Score 0 = not applicable 1 = no skills 10 = very high level skills	Comments
Leadership, I am able to build and lead a team, I have supervisory skills, an ability to encourage and reward performance; I have been able to effectively address poor performance; I can develop staff, provide advice to colleagues positively and I can effectively co-ordinate and allocate work?		
I have high-level **analytical skills** and can undertake critical analysis on proposals; I have good judgment and can make clear recommendations after assessing complex proposals; I am able to offer peer review support to colleagues; I understand and evaluate risk?		
Planning and organising: I achieve results, prioritize my own tasks, work independently; I am flexible, able to adjust, can self manage and take the initiative on tasks; I have project management and project administration skills and a thorough attention to detail; I can competently supervise consultants and contracts, achieving outcomes to time and cost standards?		
I can **understand and interpret legislation and regulations** for others; I understand the principles of contract management and have the skills to **draft contract conditions**?		
I have good **computer skills,** including abilities in word processing/spreadsheets/PowerPoint/database management; I can acquire and evaluate information on the computer; I am able to organize and maintain information, interpret and communicate information using a computer; I have strong written and oral presentation skills and I have a range of technological skills?		
I have sound **financial management;** an ability to read, analyze and evaluate business plans from operators and determine if they are likely to be realistic and viable; I am able to manage and collect fees?		
Environmental Impact Assessment (EIA) and monitoring: I can predict and scope the impacts of various concession operations and am able to undertake monitoring activities on the ground; I can provide advice to operators and communities about acceptable impacts and provide advice on alternative actions that will have less impact?		
I can **work well with all communities**; I understand how tourism can contribute to community empowerment and why it is important to involve communities; I understand community dynamics and what motivates their interest in concessions?		

Competency	Score 0 = not applicable 1 = no skills 10 = very high level skills	Comments
I am very aware of different **models of joint venture arrangements**; I understand and can advise on the various business arrangements between communities and operators;		
I understand the advantages and disadvantages of each model?		
I am able to **work in a development context,** including working with other NGOs to channel effort, expertise and resources; I understand the aims of the concession policy and why tourism and conservation are important to development objectives?		
I have an ability to undertake **tourism planning in protected areas**; I know what tourism flows are and how they apply; I fully understand the different tourism markets and protected area tourism products; I am able to plan and manage impacts and plan for a range of viable tourism opportunities; I am also able to supervise and participate in tourism planning?		

Example development plan for Jane[2] in Namibia

Jane occupies an administration position in the concessions unit in Namibia. She is hard working, capable and very valuable to the team. She is able to complete tasks without supervision. She has great potential and her manager has no doubt that, with time, she can work towards positions of much greater responsibility. To do this,Jane needs to develop her skills and potential. This means she should be provided with opportunities to work above the minimum skills of her role. Using the self assessment tool with an interview,Jane rated her competencies as outlined in column three below. Column four outlines whether training interventions are needed.

Jane's completed self-assessment form.

Competency	Administration staff	Self assessment	Training intervention required
Advanced relationship management	medium	5	Yes, with senior stakeholders and staff
Effective communication	medium – high	4	Yes
Negotiation	medium	2	Yes

[2] This is a real evaluation but the person's name has been changed to protect their personal details.

Competency	Administration staff	Self assessment	Training intervention required
Leadership	low	6	Yes, for working with peers and colleagues
Planning and organising	medium	5	No
Legal and contract	low	2	No
Computer	high	7	No
Analytical skills	medium	3	Yes, start on assessing completeness of applications andpreparing reports on whether to award a concession
Financial management	medium	3	Yes, fee collection and project management
EIA and monitoring	low	1	Yes, need to be aware of this issue at all times in conservation
Working with communities	medium	4	No
Joint venture arrangements	medium	1	Yes, need to understand various arrangements for collecting fees
Working in a development context	medium	6	No
Tourism planning in protected areas	low	2	No, but should assist on field work to learn these skills and processes

1	2	3	4	5	6	7	8	9	10
not applicable		low		medium		high level		advanced	

Interventions to build Jane's capacity and capability

Priority interventions

- ✓ Undertake relationship management training (advanced)
- ✓ Improve communication skills, including presenting information, preparing written reports and training in assertive communication
- ✓ Undertake training to develop negotiation skills

Mid-term interventions

- ✓ Undertake training in EIA and monitoring, gain practical experience by accompanying other concession staff in the field
- ✓ Undertake the eco award training or some other course
- ✓ Undertake training in planning and organizing, including project management

Longer-term development interventions

- ✓ Start assessing and analyzing both the level of information and the viability of concession applications, including completing draft reports to the concession committee on some of these applications.
- ✓ Accompany eco award assessors in the field
- ✓ Accompany tourism planning teams in the field to get exposure to these issues and practices
- ✓ Start on some project management, from drafting the terms of reference to completing a project, to assessing its quality, time and cost standards.

Even very remote areas with aircraft access can sustain viable concessions operations of they have truly spectacular scenery, exclusivity and can aim at the high end of the market.

APPENDIX 10.1: Example of an evaluation form which can be provided to clients of concessionaires after their visit

Interpretation questionnaire

Leader:

Experience Leader:

Date:

For each question please circle the number that best applies.

This questionnaire should take only 5 minutes of your time.

1. I would tell another person that coming here is worth the money.

Disagree strongly	1	2	3	4	5	6	7	Agree strongly

2. I now know more about the impacts threatening this place.

Disagree strongly	1	2	3	4	5	6	7	Agree strongly

3. The experience encouraged me to talk with others about what I learnt

Not at all	1	2	3	4	5	6	7	Very much

4. I would recommend this experience to other people.

Not at all	1	2	3	4	5	6	7	Most definitely

5. This experience made me want to learn more about the area and associated features

No	1	2	3	4	5	6	7	Yes

6. The tour provokes my thoughts around larger conservation and co-management issues

Not at all	1	2	3	4	5	6	7	a good deal

7. As a result of today’s tour, would you like to visit again in the future.

No	1	2	3	4	5	6	7	Yes

8. How satisfied were you with your experience today?

Not very satisfied	1	2	3	4	5	6	7	Very satisfied

Thank you for your time

The above is adapted from Ham, S.H and Weiler, B. (2005): Interpretation Evaluation Tool Kit: methods and tools for assessing the effectiveness of face-to-face interpretive programmes. CRC Sustainable Tourism.

Appendix 10.2: Example self assessment form for a concessionaire to use to evaluate their own operation

Activity element	Did the leader demonstrate the following:	Yes	No	Comments
Preparation	Adequate preparations for the activity			
	Appropriate research to ensure they knew their facts and the accuracy of any interpretation material			
	Receipt of appropriate training and professional development opportunities			
	Good organisational skills – this can include: • *Designing the activity so that it can be delivered within a logical sequence* • *Establishing a clear set of objectives*			
	Preparation of props, resources and other items to use within the activity			
Face to face contact at start of activity	Welcomed activity participants (clients)			
	Introduced themselves			
	Interacted with participants at the beginning of the activity to build rapport			
	Delivered an overview of the activity and let people know what to expect			
	Communicated relevant safety messages and expected behaviour of participants			
The story and interpretive commen-tary stage	Facilitated a clear start to the story phase of the activity			
	Facilitated interaction with tour participants to maintain an enthusiastic, effective and appropriate level of involvement – for example: • *Catered for different learning styles* • *Involved different senses* • *Used a variety of communication strategies*			
	Delivered an interpretive commentary that had an obvious theme/message to support conservation messages – for example: • *Minimal impact behaviour* • *Threatened species conservation*			
	Managed group movements in an effective and safe manner			
	If walking, stopped to wait for the group to gather before speaking			
	Responded to questions in a positive and encouraging manner			

	Provided an effective balance of information – i.e. not too much and not too little			
	Integrated ad hoc and serendipitous opportunities to enhance the activity			
Ending	Ensured there was a clear ending to the activity			
	Where possible, stayed on to assist participants with questions and provide additional information			
	Recommended other suitable activities and opportunities for participants			
Post activity evaluation				
Post Activity Evaluation	Did the activity keep to time and deliver what was promised?			
	Did visitors enjoy the experience? evidence can include: • *Direct observation – Passion and enthusiasm demonstrated by guide;* *interest and enthusiasm of visitors* • *Results of customer survey*			
	Was there evidence of conservation messages that led to supportive client behaviour – for example: • *Relevant letters or emails from participants when they returned home* • *Participants joining activitiesand taking action relating to conservation programmes* • *Participants purchasing items of direct benefit to conservation efforts*			
	Was there evidence of clients supporting and enjoying the activity – for example: • *Postings on social media* • *Favourable recommendations to other clients*			
	Opportunities were presented for participants to stay in touch / join relevant membership sites			
Additional comments / observations:				
At least 3 actions arising from the above feedback (see suggestions below): 1./ 2./ 3./ *Note: this can include congratulating staff on a job well done, sourcing additional resources for identified gap areas, sharing value points with other staff.*				

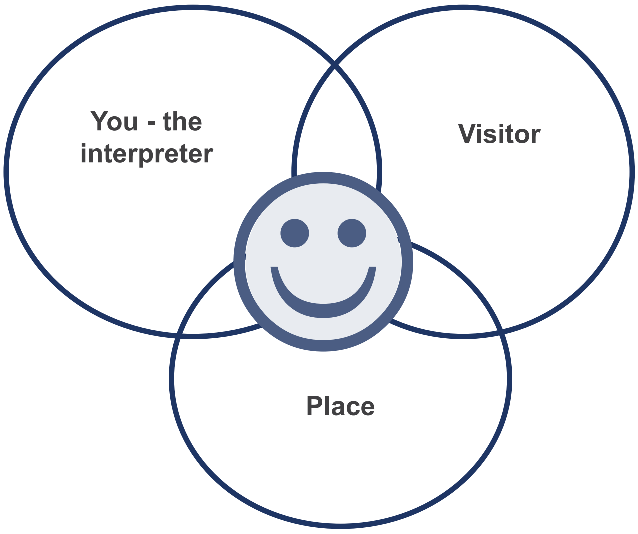
Appendix 10.3 Crafting an interpretative experience

How to use this material

If concessionaires are new to tourism, struggling to develop their product or want to improve on what they do then the material in this Appendix will be useful. Protected area managers can provide this information to concessionaires and discuss with them. When used, this material should be complemented with the evaluation tools in Appendix 10.1 and 10.2 and some of the resource tools presented in Chapter 10. This appendix also presents some very useful case studies from Zoos Australia and Tasmania. The material in this appendix has been produced to assist concessionaires, but in no way claims to be a definitive interpretation handbook.

The elements of an interpretive experience
Figure A10.3.1 represents one model of the elements of an interpretive experience. Within this model the interpretive experience is the 'sweet spot' in the overlap between the three elements of You (the interpreter, guide or concessionaire), Visitor and Place. As we will discuss below, this overlap is reflected in the thematic statement for the experience.

Figure A10.3.1: The thee elements of an interpretive experience.



You—the interpreter, guide or concessionaire

The circle labelled 'You' refers to the interpreter, guide or concessionaire who is facilitating the interpretive experience. Within this circle we seek to build and improve our capabilities in facilitating visitor experiences; we are also interested in our desires, likes and dislikes and aim to facilitate experiences that better reflect our own interests and values. Within this circle we are also interested in developing 'thought leadership' around a subject area. This illustrates the trend toward people being recognised for their expertise … i.e. what they are best known for.

Hint: It is generally a much more authentic and high-value experience for a visitor if local stories about people and their interaction with the natural environment are told by local people rather than outsiders.

Visitor

The visitor is the person or persons who are taking part in the interpretive experience. Within this circle we focus on relevance and getting to know the visitor—we engage with empathic, listening and research skills to identify what these visitors are seeking, what expectations they have, and what would be relevant and meaningful for them.

Place

Place is about story and the layers of story; in this case it is a protected area. Within this circle we find out about the environment—we research, observe, share, listen and, from this, identify the stories of place. Place includes a physical place but can also include stories of events, people and cultural landscapes. An example of the latter might include the interpretation of cultural practices such as sustenance farming / sustainable farming.

With place, we are reminded by Chimamanda Ngozi Adichie (an Igbo writer from Nigeria) of the danger of a single story. In her TED talk[13] she says there is no single story about any single place, and that as storytellers we risk entering the realms of misunderstanding if we only work with and from one perspective.

As Interpreters, we need to maintain a repertoire of stories of techniques and of perspectives. This gives us choice when crafting an experience that will be relevant for and engage the vast mix of people who visit protected areas.

The importance of connections to place

Every region and country in the world has its own mix of overarching and identifying stories that influence the visitor's perspective. The overarching story of developing countries can include poverty, resilience, resourcefulness, ingenuity, pillage, displacement, empowerment, sustainability, and the significant link that indigenous peoples have between their identity and land and their desire to restore both (i.e. caring for country). The latter is of particular importance to Australian Aboriginal peoples, who are the longest continuous surviving culture in the world. In many parts of Australia there are initiatives to help Aboriginal Peoples develop intimate and deep connections to land, to language and law and, ultimately, to Country.

For example, Adrian Brown is a Ngunnawal man from the region around Canberra, Australia. He has been developing cultural programmes for many years, and is proud that these programmes offer opportunities for young Aboriginal people to identify with and learn about culture.

With Australian Aboriginal Peoples there are many permissions and protocols that must be addressed before stories about the land they belong to or what they call 'Country' can be shared. This reflects a deep connection and caring for Country and a respect for Elders and other custodians of that land. It also leads to the situation where only some cultural material will be made public, whilst other material is sacred and kept only amongst those people of the community with permission to hold such knowledge.

Case study: Needwonnee Aboriginal People reconnecting to their land

In Australia, the Award-winning Needwonnee Walk in the remote southwest area of Tasmania tells the story of the local Needwonnee Aboriginal people. It reflects a partnership between the Tasmania Aboriginal Land and Sea Council and the Tasmanian Parks and Wildlife Service (PWS).

The interpretive experience features a number of 'installations' of varying levels of robustness which have been created and crafted by the Needwonnee People to reflect life in that landscape. A conscious choice was made for the materials to be ephemeral so that over time,

[13] Adichie, C.N. (2009) The danger of a single story: http://www.ted.com/talks/chimamanda_adichie_the_danger_of_a_single_story (accessed September 2013).

they will wear and return to the landscape. This evokes a changing scene that better reflects life as it was for the Needwonnee People and how they lived a transient lifestyle with homes and tools that were not permanent. It also provides regular opportunities for participants to celebrate their traditions by refurbishing huts or creating new installations.

A key benefit of the project to the Needwonnee People is that it provides an opportunity to reconnect to land and story of place, and for cultural traditions to be practiced by the Aboriginal community in an authentic landscape. This opportunity to share story of place through an interpretive project has also had numerous benefits for the Tasmania PWS, including: extensive media coverage of the project, creation of materials such as a DVD which has enabled PWS to promote a greater understanding of Tasmanian Aboriginal People and the work of the PWS, increased visitation and meeting an identified visitor need for increased information on Aboriginal people within this region of Tasmania, and inspiration for the Needwonnee and other Aboriginal People to continue to work in a close collaborative relationship with the PWS.

The benefit of such initiatives is to increase the attractiveness of Tasmania as a tourism destination. As discussed in the Tasmanian Advantage case study, high-quality natural and cultural attractions are an imperative resource for Tasmania and for the almost 14%[14] of employment generated through tourism activity. Needwonnee is an example of one element within this tourism mix.

Cultural interpretation in the landscape. The development of this material helped to build a stronger relationship between the Tasmanian Parks and Wildlife Service and the Needwonnee people. Photo: Fiona Rice

[14] http://www.tourismtasmania.com.au/research/tim Survey insights Oct - Dec 2012 research

Developing the interpretive experience

Some of the considerations when designing and developing an interpretive activity include:

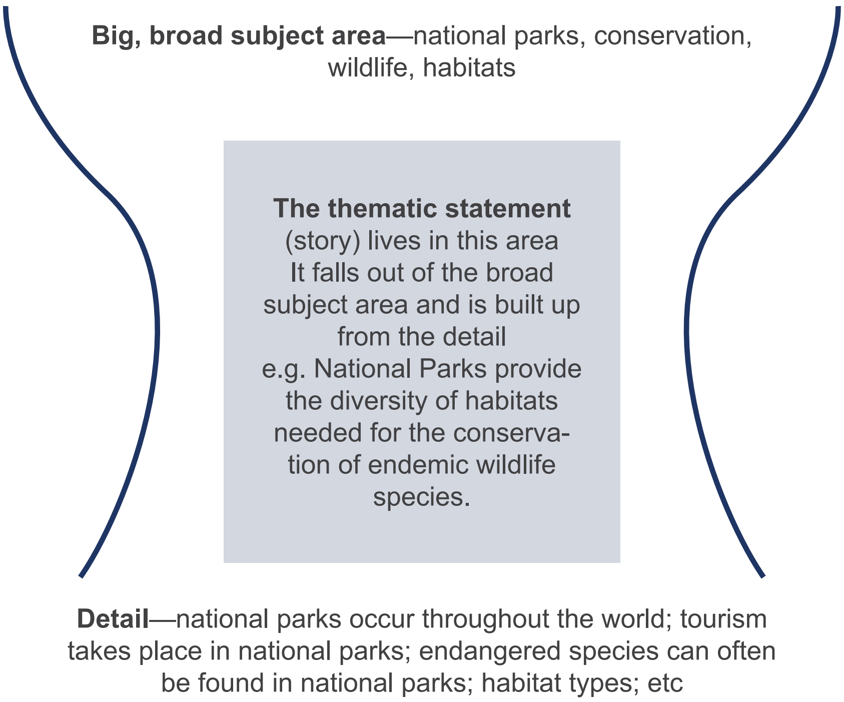
- Being clear on purpose and what you want to achieve through your interpretive efforts.
- Having a thematic statement—being clear on the story and the key message(s) you are giving—this means having a thematic statement that drives the interpretive effort. It is the thematic statement that links the three circles discussed above.
- Having communication strategies to communicate the thematic statement and associated content.
- Using the opportunity to communicate before and after the visitor's 'on-site' experience in a manner that complements this same experience. This involves communicating via the social media and online space.

The thematic statement

At the core of an interpretive experience is the thematic statement. This is the platform on which you identify and build your experience around a key message/story. It answers the 'so what' question of your experience and is generally best developed before developing the strategies for how the experience will be delivered.

Figure A10.3.2 provides an illustration of how the thematic statement sits between the abstract and the detail. What sometimes occurs when developing an interpretive experience is that a broad subject area is identified—e.g. gorillas—and then the interpreter heads straight for the detail without giving thought to what particular perspective about gorillas they want to share. By identifying a thematic statement the interpreter is able to develop a filter and lens that is used to select the relevant detail that best tells the story.

Figure A10.3.2: Relationship between the thematic statement, a broad subject area and the detail of an interpretive commentary.



Crafting a thematic statement

In crafting a thematic statement it is important to know and understand the difference between the big broad subject area, the thematic statement and the detail.

The thematic statement is going to answer the ‘so what?’ question about the broad subject area—i.e. so what about this subject? The thematic statement will reflect and express the one key idea that is to be communicated. The following is an example taking a simulated scenario of needing to develop a short presentation on national parks:

> *National Parks would be your broad subject—in starting to develop your thematic statement you ask ‘so what about national parks?’*
>
> *In answering the ‘so what’ question you might decide to focus on the conservation role of National Parks. But is this a thematic statement? … not yet, as it is still not a single clear idea.*
>
> *And so we once again ask the ‘so what’ question—‘so what about the conservation role of National Parks?’ and in response you might generate an idea on how the greater the diversity within a Park, the better the opportunities for conservation of species.*
>
> *And from this you might develop the following thematic statements:*
> *National Parks provide the diversity of habitats needed for the conservation of endemic wildlife species.*
> *By networking their efforts, National Parks and other protected areas are able to create more effective animal conservation programmes.*

Professor (Emeritus, University of Idaho) Sam Ham[15] provides the following guideline in which you complete each sentence to refine your presentation and develop your theme:
1. ‘Generally, my tour is about ... ‘
2. ‘Specifically, I want to tell my audience about ... ‘
3. ‘After my tour, I want my audience to **understand** that … ‘

Thematic statements play a significant role when seeking to motivate action; in particular, when they are blended with the principles of community-based social marketing to reduce the impact of what are called ‘threatening processes’. A key tenet of community-based social marketing is to identify the processes that are threatening elements in the landscape, such as wildlife species, community and/or culture. Once identified, such processes can form the basis of thematic experiences in which people are encouraged to take action to alleviate their impact.

Communication strategies for interpretation

Interpretation is generally considered within two broad fields—interpretive media and face to face. Interpretive media is when interpretation is delivered through a media such as brochure, sign, blog, audio trail and other non-live internet-based material (the Needwonnee case study is an example of the use of interpretive media). Face to face involves person-to-person contact between the interpreter and the visitor. It includes guided walks, visitor information at a visitor centre, campground hosts, coach tours and contact over the phone or over a technological device that provides live interaction—e.g. skype (the case study on Zoos Victoria is an example of the use of face-to-face interpretation).

Within a ‘person-to-person’ context, engagement strategies can include anecdotes, metaphors, fascinating facts, sensory immersion, props, poetry and conversation. A diversity of engagement strategies reflects the variety of communication styles of visitors.

Because each communication strategy has its own ‘tone’, they can be used to better-communicate the intention of an experience and associated messages. For example, a human-focused experience should be a people-based story incorporating anecdotes and personal perspectives. If the experience is more about helping people understand concepts such as conservation and biodiversity then it benefits from the use of anecdotes, analogies, metaphors and examples; if the intention was to communicate a ‘wow and amazement’ factor, then fascinating facts and information might prove to be a relevant communication strategy.

---

[15] Ham, S. (1992) Environmental interpretation: a practical guide for people with big ideas and small budgets. Fulcrum Publishing, USA. 456 p.

The use of a conversational and informal approach to facilitating experiences reflects a growing trend toward the use of what is called 'interpretive conversations' and how such often impromptu and informal conversations are being used to communicate messages.

Case study: Zoos Australia—interpretation leading to habitat protection

While Zoos Australia is not a concession, the lessons in this case study can be applied to any concession operation. Zoos Victoria in Australia has redefined their strategic focus to become a zoo-based conservation organization. This focus is underpinned by the three core elements of 'connect, understand and act'. Through this approach, Zoos Victoria provides interpretive experiences where visitors can connect to animals, gain a better understanding of particular animals and their ecology and/or take action towards reducing the processes that are threatening the survival of the animals and their associated communities.

Not all of the three elements need to occur for every experience. For example, a visitor might simply enjoy and marvel at the ever-attentive meerkats or take a keen interest in understanding more about social behaviour of orang-a-tangs or be emotionally moved by the plight of animals such as the critically endangered southern brush-tailed rock wallaby and be motivated to take action that improves this animal's chances of survival.

Conservation in action, beads made by the Melako women in Northern Kenya are sold by Zoos Australia diversifying income for the women which in turn helps to reduce grazing pressure on valuable wildlife habitat. Photo: Zoos Australia

[16] Zoos Victoria 'Beads for Wildlife project': http://www.zoo.org.au/get-involved/act-for-wildlife/beads-for-wildlife (accessed October 2013).

One of the successful ‘Act’ campaigns being implemented by Zoos Victoria is the ‘Beads for Wildlife’ project[16]. This is a community trade campaign between Zoos Victoria and the women of the Melako Conservatory in Northern Kenya. These women make handcrafted bead work which is marketed and sold by Zoos Victoria. With help from the Northern Rangelands Trust, farming livestock was identified as a threat to Grevys zebra. To stem this threat, a substitute income for the community was needed.

Melako women now craft beads for sale which helps to generate an income that alleviates the need for income from livestock. This, in turn, reduces destruction of the Grevys zebra habitat and increases the number of zebra, which attracts more tourists.

These initiatives are driven by the principles and techniques of community-based social marketing previously mentioned. Within this example it is the interpretive effort ‘on the ground’ in Zoos Victoria’s Werribee Open Range Zoo property which alerts and motivates people to buy the beads, and create the financial benefit that supports this initiative, and how it helps the sustainability of communities whilst reducing some of the impacts on the native wildlife. Thus, interpretation needs not be just place-centric, it can be integrated into partnerships and relationships with many layers of benefit.

Concessionaires can also undertake initiatives such as this and integrate them into their operations. Acting locally to support conservation can attract goodwill from their customers. Visitors can also learn from these initiatives and will feel that their visit has supported or contributed to the conservation area’s further protection.

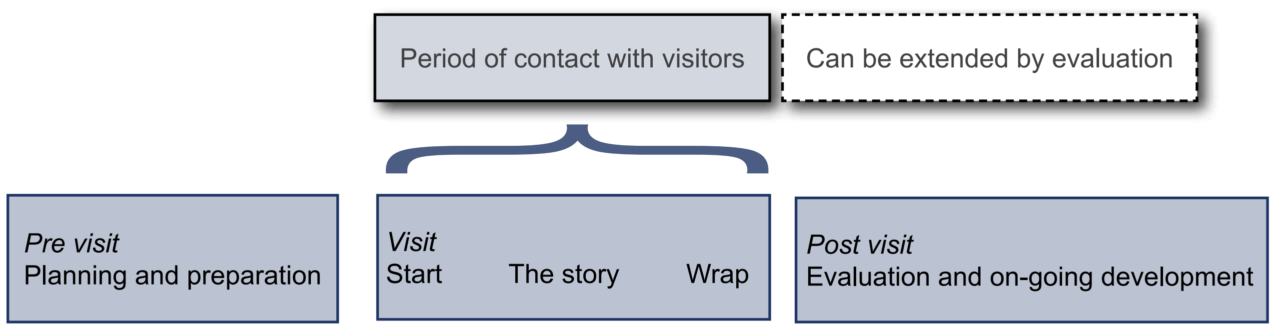
A checklist for developing interpretive activities

The following text provides an example of how protected area managers and concessionaires can work together to develop an interpretive tour. Note that tours are only one form of Interpretation, but they highlight many of the principles and techniques discussed in this chapter.
An important element of an interpretive tour is that it has a key theme that integrates with an appropriate degree of structure—not too much so that it’s tight and not too little that it’s loose. Such structure is reflected in how people refer to presentations, including:

- Beginning, middle, end
- Hook, line, sinker
- Tell them what you’re going to tell them, tell them, then tell them what you told them

Whichever phrasing you use, the key message is that presentations must have structure. This also applies to tour-based interpretive experiences. Figure A10.3.3 shows the recommended stages for an interpretive tour.

Figure A10.3.3: Recommended stages for an interpretive tour.



Planning and preparation

This includes a range of activities including research, testing and sharing ideas, building resources and building capability. The following text explains these in more detail.

Research and capture stories of place

Record stories and experiences that visitors find most meaningful and which are also meaningful for place and people—some of the means of doing this include:

- Keep a track of social media sites relating to your operation and capture relevant comments
- Capture comments made by visitors at visitor contact points
- Conduct visitor surveys evaluations
- Initiate comments, discussions and sharing through website platforms such as blogs, pinterest, facebook and tumblr
- Create and build a community of interested people—and communicate with them
- Provide opportunities to listen to and articulate the stories that will help craft experiences
- Develop a resource network to include people and agencies both upstream (before) and downstream (after) the visitor experience

(Tip—visit tourism review sites such as TripAdvisor® to identify what people are seeking from their experience. Such sites provide a direct record of the key elements visitors expect and enjoy from their experiences in addition to those that frustrate and bring negative reviews from visitors.)

Organise and deliver training opportunities

- This can be organized and shared between protected area managers and concessionaires—identify what skill and knowledge areas are needed and develop joint training programmes.
- Research other interpretive initiatives to gain inspiration and additional perspectives on how others have crafted interpretive experiences.
- Identify opportunities where technical or science staff from protected area agencies can share their insights and understanding of the protected areas' ecology by training concessionaires and their staff (in particular, those in direct contact with visitors). These same protected area specialist staff could be invited to take part as guest speakers in visitor talks and activities.
- Staff from protected area agencies can review the operations of concessionaires with the intention of helping them achieve better practices, rewarding best practice and even showcasing relevant examples to assist other operators.
- Protected area and concessions staff can work together to bring in specialist interpretation staff to work with operators, training them to deliver a high-quality experience.

Build resource kits that include references, equipment and supporting materials

- Protected area managers can work with concessionaires to collate resources and develop resource kits, factsheets, brochure material, websites etc. so that all guides have the same basic facts and are able to work these into their tours with visitors—these can include resources such as those listed in Chapter Ten.

Period of contact with visitors

This is the period of face-to-face contact with your visitor. It is the period that will be based on your thematic statement and key message (previously discussed) and the communication strategies you have developed and will use to deliver this experience. It comprises the start, the story (the main part of the interpretive tour) and the wrap.

The start of your activity

An acronym that highlights the key elements of the start is GROSS:

G: Greeting—welcome and greet your visitors

R: Rapport building—seek to build rapport through learning names, undertaking some fun activities, finding out about individual visitors (e.g. where are they from, what do they do, why are they here and what are their expectations from the tour)

O: Overview—provide an overview of the activity including topic and subject area, how long the activity will go for, what are they going to discover, what fun is in store

S: Safety—explain safety considerations, ground rules and expected behaviour and equipment needed

S: Set off—'set off' on the activity

The start is a very important period, as this is when your group will first gain a sense of how confident you are, the enthusiasm you have for what you do, your knowledge, how much you care about them and a multitude of other qualities. In this period you'll be starting to build important rapport.

The 'story' of your experience—which represents the 'body' of your activity and includes:

- The opening phase—the 'tell them what you're going to tell them'—this hooks people into the message associated with your thematic statement.
- The 'body' of your experience—the 'tell them'—this phase is built around the thematic statement discussed previously and communicates your key points. It also includes the variety of communication strategies you will employ when facilitating your interpretive tour.
- The 'clincher' or closing line—the 'tell them what you told them'—reinstates your theme and key idea; what's the lesson learnt.

The wrap includes:

- Providing information and referrals to other associated activities.
- Providing the opportunity for additional questions and, if relevant, allowing participants to explore the 'space' in their own time and as per their desires.
- Providing access to additional resources and reference material.

Box A10.3.1 describes how the different elements can come together to provide a memorable experience.

Box A10.3.1: River tour, Gordon River, Tasmania, Australia*

One of my most enduring memories of a great tour provided by a concessionaire was on the Gordon River in Tasmania. Operating in a remote world heritage area, the tour up the river has the usual good commentary and guides circulating on the boat. But the real magic happened on the return journey when the commentary ceased! The engine noise was reduced to almost nil and I could hear the forest, the wind in the trees, birdsong and the lapping water. The information on the tour coupled with the opportunity to experience natural quiet was a powerful contrast—subtle, but purposefully designed by the operator. I have since recommended the tour to everyone who I know is visiting the area.

*Pers. obs. Andy Thompson 2002. Acting manager visitor services, Parks and Wildlife Service, Tasmania, Australia.

Integrating interpretation into all visitor contact points

The previous discussion has focused on the face-to-face contact period with visitors, but more and more, interpretation is taking place before and after this period and seeks to foster and nurture extended relationships (see the 'Three Capes Track' case study). Such activity involves networking with other organizations or seeking opportunities to develop communities of visitors with whom an organization can communicate, share achievements, source personal anecdotes and stories, encourage recommendations and test new products and experiences.

In some areas, such communities are also involved in assisting with research and on-the-ground conservation projects. This taps into the increasing numbers of groups who represent people wanting to be involved in a meaningful volunteer capacity.

Case study: Three Capes Track, Tasmania Parks and Wildlife Service

The Tasmania Parks and Wildlife Service (PWS) has developed an Interpretation Plan for the Three Capes Track, a coastal walk in the southeast region of Tasmania . As part of the development process for this plan, they considered interpretation within all stages of the visitor 'trip cycle'. This runs from pre-booking through post booking to arrival, then on-site, departing the track and, finally, post experience. Through working with Tourism Tasmania they have noticed that the 'post booking period' is one of increased excitement, anticipation, research and planning and of sharing this excitement and learning with friends. Within the plan they refer to the key elements of this stage as:

> "Post-booking—reassuring/confirming that it is the right choice, strengthening anticipation, forging the connection." (Interpretation Plan, Three Capes Track, p.19)

A selection of the planning interpretation activities provided for this stage includes static website-based and written information/maps to assist with planning logistics around the experience, webinars and short interviews with specialists to highlight both year-round and seasonal variations along the track (this would be available through the website).

They also made a distinction between the information to be provided for novice and experienced walkers during this post-booking period. As an example, information for novice walkers would include[18]:

- Auto email post booking confirmation with link to track images / video on Three Capes website showing what to expect.
- Infographic—visual, focused on key natural and cultural heritage highlights.
- PWS smartphone apps—Tasmanian natural values, e.g. whales, frogs, birds. As new apps are developed, they should take into account the needs of novice walkers (e.g. how to identify plants etc.)

This differs from the information provided for experienced walkers and is an example of how PWS is planning to communicate tailored messages to different audiences during this post-booking period.

This approach highlights how the interpretive experience does not always take place just on site, and that consideration of the interpretive experience beyond just the face-to-face contact period is paramount. In the sample evaluation form provided in Appendix 10.1, there was a note addressing whether the leader presented opportunities for participants in the activity to stay in touch and/or join relevant membership sites.

Such opportunities for continued contact are becoming increasingly important and need to addressed in the interpretation planning undertaken by protected area managers and their concessionaires.

The importance of this was highlighted in a recent interview with Nancy Proctor (the Smithsonian Institution's head of mobile strategy and initiatives) who stated how Museums need to think beyond their physical buildings, which have traditionally been the focus of their efforts. Smithsonian staff work with a variety of network-enabled devices and platforms to help "engage people not just in dialogues, but to connect them to larger, multimodal conversations … and so creating the kinds of connections and conversations that would really help us further our mission".

This means that protected area staff and concessionaires designing an interpretive experience need to put effort into addressing the longer relationship between visitors and protected areas and/or conservation issues and how the elements within this longer relationship complement the experience of people during their visit to a protected area.

[18] Gross, R. (2012) Beyond museum walls, interview with Nancy Proctor, Smithsonian Institution's head of mobile strategy and initiatives in NEA Arts Issue 2012 Number 4, available from http://arts.gov/NEARTS/2012v4-arts-technology/beyond-museum-walls#sthash.uQb5kBeS.dpuf (accessed July 2014)

Appendix 11.1 Details of concessionaires who contributed to this chapter

Gerry McSweeny and Anne Saunders.https://www.wildernesslodge.co.nz/

Gerry McSweeny and Anne Saunders are owners of the Arthurs Pass and Lake Moeraki Wilderness Lodges in the South Island of New Zealand. In 1989, the husband and wife owners—teacher Anne Saunders and biologist Dr. Gerry McSweeney—set up the Lake Moeraki lodge to help protect rainforests on the West Coast and because they wanted to share this extraordinary natural setting with visitors. Later, they set up a second wilderness lodge on Cora Lynn Station adjacent to Arthurs Pass National Park in the Southern Alps. Wilderness Lodges have been pioneers in showing that it is possible to protect New Zealand's ancient rainforest from logging through nature tourism and creating employment to boost small communities. Both Lodges run a range of guided and other activities. In 2008, Moeraki Wilderness Lodge was assessed under the new Qualmark Green Scheme and became one of the first accommodations in New Zealand to be awarded 'Enviro – Gold'. This recognizes the conservation and education work undertaken by the Lodge and acknowledges the efforts made by the lodge to minimize its impact on the environment. At Arthurs Pass, the owners have been fostering rare mistletoes, bellbirds, parakeets and kea in the forest around the Lodge. They have discovered and protected endangered plants in thorn forest near the Lodge.

Previously, Gerry has been the director of the Royal Forest and Bird Society, New Zealand's largest environmental organization; he is currently a member of the New Zealand Conservation Authority and has been a member of the Nature Heritage Fund since its inception in 1990. He has also been a member on the New Zealand Tourism Board.

Arthurs Pass Wilderness Lodge New Zealand, Photo: Gerry McSweeny

Chris Rightford http://www.natureworkshop.com/

Chris Rightford is the owner of The Nature Workshop, a South African company that operates tours and safari lodges in partnership with local communities. One of their most noteworthy operations is Buffalo Ridge Safari Lodge in Madikwe Game Reserve, run in partnership with the Balete people and discussed in more depth in Chapter Two.

Guided game drive in Namibia.
Photo: Dana Allen, Wilderness Safaris

Wilderness Safaris (Holdings) http://www.wilderness-safaris.com/

Wilderness Safaris (Holdings) is one of Africa's foremost ecotourism operators. Founded in Botswana in 1983, the company now operates more than 50 luxury camps and safaris in nine countries: Botswana, Congo (Brazzaville), Kenya, Malawi, Namibia, Seychelles, South Africa, Zambia and Zimbabwe. The company's operations range across more than 3 million hectares of prime conservation land, including many of the continent's premier parks. For more information, see http://www.wilderness-safaris.com/

Les Carlisle www.andbeyond.com

Les Carlisle is Group Conservation Manager for &Beyond. &Beyond, formerly known as Conservation Corporation Africa, is a leading travel company that operates 33 safari lodges and offers integrated touring services. The company also offers integrated touring services in 15 countries across Africa (Botswana, Kenya, Mozambique, Namibia, Rwanda, South Africa, Tanzania, Uganda, Zimbabwe and Zambia) and Asia (Bhutan, India, Maldives, Nepal and Sri Lanka). In Africa, &Beyond operates in some iconic protected areas including Kruger, the Okavango, the Masai Mara and Serengeti. For more information, see www.andbeyond.com.

Dean Lawriehttp://www.ngaitahutourism.co.nz/

Dean Lawrie is former General Manager, Strategy and Business Development of Ngai Tahu Tourism Limited (Ngai Tahu Tourism is the second largest concessionaire in New Zealand). Ngāi Tahu Tourism is a subsidiary of Ngāi Tahu Holdings Group, the wholly owned investment company of Te Rūnanga o Ngāi Tahu (who have the largest tribal area in the South Island), tasked with managing the tribe's commercial investments and creating wealth for the benefit of its Ngāi Tahu stakeholders.

Ngai Tahu operate guides walks through the Hollyford Valley. Photo: Ngai Tahu Tourism

- Franz Josef Glacier Guides gives visitors the opportunity to experience the most spectacular glacier environment available to the general public in New Zealand, offering a range of glacier hiking tours to suit all levels of fitness and ability, using helicopters for safe and effective access into the best ice areas in the Southern Alps.
- Rainbow Springs is a wildlife park in Rotorua in New Zealand's North Island, which has a strong focus on conservation. Today, the Park is an award-winning tourist attraction with great features, including kiwi, trout, tuatara, native birds and trees and New Zealand's only 'open to view' kiwi hatchery and rearing facility. The entire experience is built around New Zealand's largest and most successful kiwi conservation centre. Since 1995, they have released over 1,000 kiwis into the wild.
- Hollyford Track explores undisturbed and inspiring scenery in the Southern Alps and ancient native rainforest, including pristine rivers and lakes, remote sand dunes, reefs and surf of the rugged West Coast. This is a 3-day, 2-night all-inclusive guided nature walk experience where visitors enjoy high-quality cuisine in private lodges. A maximum number of 16 people per group provides a personal experience, withguides sharing their knowledge of the area.
- Dart River Jet Safaris offers experiences that are combinations of breathtaking 'World Heritage' scenery, exhilarating wilderness jet-boating, Māori heritage and inspiring adventure.
- Shotover Jet is one of New Zealand's 'must do' visitor activities and has thrilled over 3 million people since 1970. They offer breathtaking jet boat rides through dramatic and narrow canyons. Shotover Jet operates on an exclusive area of the Shotover River and is the only company permitted to operate within its spectacular canyons. It providesa quintessentially 'New Zealand'experience and has taken jet boating from its humble beginnings to becoming one of New Zealand's main attractions.

Dave Law www.barraresorts.com

Dave Law is the managing director of Barra Resorts in Mozambique. The company operates several lodges and other activity concessions along the coast in Inhambane Province in central Mozambique.

Jan Wigstenhttp://www.nomadicjourneys.com/

Jan Wigsten is co-owner of Nomadic Journeys, Mongolia. Nomadic Journeys is a joint Swedish-Mongolian venture.It concentrates on low-impact tourism, environmental protection and community development; offering treks and horse rides supported by local nomads using yak- or camel-supported caravans both inside and outside of protected areas. They also operate six secluded low-impact ger camps in different habitats around the country, such as in the Gobi Grasslands, East Gobi, forests and rivers of Khan Khentii and at Högnö Khan Mountain. They operate a range of fully guided classical journeys to popular destinations such as South Gobi, Harhorin and Lake Hövsgöl. Flyfishing expeditionsstart at the end of August and operate for approximatelyfour weeks. There are exceptional fly fishing and boating opportunities in northern Mongolia. Custom-made itineraries are run in partnership with well-known overseas tour companies.

Nomadic Journeys are co-founders of the www.tigeralliance.com which is a network of Asian tour operators in Mongolia, China and India who are committed to ecotourism and responsible travel. They are also anactive member of the International Tourism Society (http://www.ecotourism.org/).

Camel riding in Mongolia.
Photo: Nomadic Journeys