



Wednesday January 18<sup>th</sup>, 2023

Manager  
Property and Lease Management Unit  
Locked Bag 5022  
Parramatta NSW 2124  
[Commercial.Enquiries@environment.nsw.gov.au](mailto:Commercial.Enquiries@environment.nsw.gov.au)

To whom it may concern,

**Objection to the proposal to grant a lease to Wild Bush Luxury Pty Ltd**

**Objection to the poor public comment process:**

The invitation to the public to make comment on this lease is defective.

Wilderness Australia objects in principle to the issue of a lease over this conservation reserve before the development application has been advertised for public comment.

No details are provided regarding the size of the lease, the scope of the proposed activities to be undertaken, and description of proposed works and structures to be built. The only guides for public comment regarding this lease are the lease notice, plan of management and section 151 of the National Parks and Wildlife Act, 1974. These documents provide few details, and in any event public comment is apparently unlikely to inform decision making as the NPWS has declared that a decision has been made to grant a lease.

The lease process is unfair and hostile to the public interest in nature conservation as this conservation reserve will be alienated for exclusive use before the public has been provided with the details of proposed activities to be undertaken in the lease area and its associated environmental impacts.

A development application with an environmental impact assessment should be publicly exhibited before any lease application is considered, otherwise the public is denied a reasonable opportunity to comment on the proposals for which the lease is to be issued. The making of a lease is effectively a Ministerial decision, and a determining authority would be placed under unreasonable pressure to approve a subsequent development application made under planning law, regardless of the merits of the proposal.

## Summary of Objections to the issue of this lease:

Wilderness Australia objects in principle to the issue of a lease to Wild Bush Luxury that will adversely affect the cultural and natural heritage values of the Gardens of Stone State Conservation Area with so little information provided regarding these accommodation proposals.

Wilderness Australia objects to:

- A lease being made without prior determination of a well-prepared development application after an independent and transparent review process that also provides ample opportunity for informed public comment on a defined proposal, with information on and scientific understanding of site impacts provided by an environmental impact statement;
- Vehicle access to the proposed four accommodation resorts that weakens the proposal's association with the proposed walking track, as road access permits stays at these resorts independent of the walk;
- The lease being premature, as the route of the walking track and subsequent selection of the four accommodation notes have not been determined, and in consequence the environmental impacts of the proposals under this lease have not been considered;
- The opaque nature of the lease making process so that the public cannot make informed submissions on the lease;
- The subsequent development application and environmental impact assessment processes being pre-empted by lease making that is effectively a ministerial decision that can't then be rejected by a subsequent development review and determination processes;
- The unassessed but likely substantial environmental impacts on the four poorly defined and potentially quite large "accommodation node" sites;
- The failure to publicly exhibit a business case for the proposals under this lease;
- The NPWS carrying a high financial burden of providing road and track infrastructure to support developments established under this lease;
- A partial monopoly on tourist visits that ensures the profits from the high-paying overnighting tourist goes to Experience Co shareholders, and not to the Lithgow community;
- The nature-focused visitor management vision outlined in *Destination Pagoda* being undermined; and
- Any provision or circumstance that would cause or permit the so-called Wollemi Great Walk being progressed under this lease.

The resorts established under this lease by Wild Bush Luxury Experience will probably operate in a closed fashion, where its high-paying guests arrive at the walking track or a resort, then remain on track and to leave the end of the trip probably without visiting Lithgow.

The environmental impacts on the reserve of operating accommodation at four sites under this lease will be relatively large and the spinoff benefits to the local community of services provided Wild Bush Luxury are small when compared to what would otherwise arise if reserve visitors stayed in Lithgow. The additional value offered to its elite patrons is the exclusive monopoly use of remote parts of the Gardens of Stone State Conservation Area where impacts from tourism on the environment are greatest. This is a bad tourism model as it degrades remote parts of protected areas for little additional return above that gained from off reserve accommodation and tourism facility provision. Further, those who provide off reserve accommodation and tourism facilities in the local community are disadvantaged as they are denied the highest paying tourists who will be siphoned off to Wild Bush Luxury facilities.

## **Objections to granting of a lease to Wild Bush Luxury for facilities to support a multi-day accommodation walk:**

**1** - The notice inviting public comment on the intention to grant a lease to Wild Bush Luxury is premature as the Minister has not determined which 4 of the 5 areas identified in the plan of management are proposed to be leased. Further, the route for the proposed multi-day walking track on which the proposed resort accommodation is located has not been identified. The notice seeking public comment on the granting of this lease does not state how many accommodation units and beds in those units will be provided under the lease for each of the four resort sites, and how many other facilities and buildings would be associated at each of the four resorts. It also does not state that vehicle access will be provided, which is apparently the case, or whether patrons shall be able to access the exclusive resorts by vehicle, private or otherwise.

According to the notice inviting comment on intention to grant lease, the 4 areas for lease will not be determined until the final walking route is determined. Unless the location of the land affected is fully known, the Minister (and the public) are unable to determine whether the purpose, structures and activities for which the lease is granted are compatible with the natural and cultural values of the reserve land to be leased.

Section 151F 2 (a) of the National Parks and Wildlife Act 1974 requires that a notice under subsection (1) must contain sufficient information to identify the land concerned. As the pre-requisite route of the multi-day walk has not been finalised or published for public comment so that the accommodation sites can be subsequently selected, a lease cannot be lawfully granted.

The Minister is unable to make a proper determination regarding location 4 areas to be the leased, until alignment of walking track is determined, and heritage values impacted by the lease at the four lease sites have been identified and assessed.

The notice regarding the proposal to issue a lease must be re-exhibited once the Minister has determined the route of the walking track and the location of the 4 areas to be leased.

**2** - Wild Bush Luxury Experience Pty Ltd ACN 648 431 734 cannot guarantee delivery of the purposes for which the lease is to be issued or ensure delivery of consent conditions. Wild Bush Luxury is a subsidiary of Experience Co Limited that made a loss of \$13 million in 2021-22 FY and has a net tangible asset value of only 8.7 cents/share at the end of last financial year.

In December 2015, the company (then called Skydive the Beach Group Limited) had a share price of \$0.915. The share price fell initially due to a tragic sky diving accident in New Zealand and has been bouncing around low \$0.20s since 2019 to the present. This low share price reflects the high level of risk associated with adventure activities and the likelihood of potential damage claims against the company arising from injury and loss of life from these activities. Further, many of Experience Co's 37 locations are exposed to climatic hazards, such as cyclones in Queensland, and downturns in the international and domestic tourism economy, for example disease outbreaks. The low share price and low net asset value of the parent company increases the potential risk of failure of the Wild Bush Experience to deliver on lease conditions and purposes. A lease should not be issued to Wild Bush Luxury Experience due to the high level of risk pertaining to the economic circumstances of its parent company, particularly as no business case has been made publicly available.

Economic assistance by the NSW Government to a company to undertake activities that cause environmental degradation of remote areas of a conservation reserve is inappropriate, particularly as the company has not provided its business case to the public for review.

**3** – The public is uninformed on the relevant matters that may impact on heritage values, such as the nature of structures proposed to be built and activities performed under the lease in the conservation reserve.

The proposed activities and structures in the four proposed lease areas are not explained in relation to the objects of the National Parks and Wildlife Act, 1974 (the Act), any assessment criteria adopted by the Secretary under the Act or otherwise explained to the public in a report. These relevant matters are inappropriately hidden under commercial in confidence lease processes denying the public the right to fair comment on a lease that will permit activities that cause environmental impacts in their reserve.

Natural, cultural, social and economic impact assessments should be required and submitted as part of a development application process **before** the publication of a notice inviting public comment on the intention to grant a lease. Only once these assessments are exhibited and public concerns satisfied through consultation associated with development assessment and review processes should a lease in a conservation reserve be considered, and only if a development consent is granted.

The deficiencies in cultural heritage, natural heritage, economic, and social impacts assessment, and a lack of understanding from not considering such information, shall cause mistakes in the framing of lease conditions.

Secrecy denies the public's right to know about the proposed to be undertaken on public land before it is alienated. A lack of proper public review also leads to decision making errors by the Minister (or delegate) due to a failure to adequately examine this yet-to-be-defined proposal and its impacts. If a lease is granted by the Minister, then regulatory errors due to a lack of information will give arise to poor delivery of the proposed activities and facilities.

A subsequent review of environmental factors that accompanies a development application and determination process is unlikely to be able to remedy all errors made in the framing of lease.

**4** – The proposed walking track is only in a loose association with the proposed resort accommodation and this association is not a good reason to justify the issue of this lease. There is no guarantee that the four proposed resorts in the state conservation area will be associated with walking activities by Wild Bush Luxury Experience in the long run. For example, the resorts apparently have vehicle access and may become (or even start off as) exclusive resorts with little association with the proposed walking track. A financial necessity may require the immediate sale of the lease to meet the capital requirements of the loss-making Experience Co. This is a possibility as other entities have been sold off by this company in the last two years. The snow resorts illustrate how an incremental change of lease purpose can develop.

**5** – The public interest in nature conservation in this reserve shall be disadvantaged by the development of these resorts to a degree that cannot be ascertained through the current lease granting process, as explained in objection points 3. The four proposed resorts may start as canvass cabins for a multi-day walk, but an increase in patronage pressures can lead to facilities that evolve into large, solid structures. More services (carparks, water, sewage, electricity) and facilities will be required over time due to growth in visitation, and as the provisions of the Act do

not require public consultation for lease variations and renewal, there will be no opportunity for the public to oppose further damage to the reserve under the lease process.

**6** – Multi-day walk accommodation can cause relatively large environmental footprints on this protected area for a few, elite, high fee paying visitors (perhaps 14 people per resort/day). Wild Bush Luxury Experience will be a “closed-circuit” operation, with their high-paying guests ferried to the walking track or a resort, then ferried out at the end of their stay, so that interaction with the Lithgow economy is kept to a minimum.

By comparison, use of accommodation in Lithgow ensures a use of local facilities and services and provides a greater employment gain in the local community per visitor. Closed circuit services proposed by Wild Bush Luxury Experience will only provide jobs for about 2 guides per 14 guests to perform the cooking, cleaning and guiding services. The likely job numbers for the proposed resorts associated with this proposed multi-day accommodation walk do not justify the issue of the lease given the potential environmental impacts at the four resort sites.

**7** – The proposed lease will impact on important scenic areas in the Gardens of Stone State Conservation Area and other heritage impacts can only be guessed. The views enjoyed by patrons of these resorts means that the views for other visitors to this reserve are spoiled by facilities and vehicles servicing the resorts.

Site 1 overlooks the spectacular pagoda studded Kangaroo Creek gorge and can be seen from various vantage points along cliff lines of this highly scenic area. Site 2 is prominently situated in low heath on a spur just above the Wolgan River and the resort, its access road and vehicles will blight the views from the proposed walking track that passes through this valley. Site 3 is east of Birds Rock above a tributary of Carne Creek to afford views of this pagoda lined gully. Site 4 overlooks Carne Creek and site 5 is in Carne Creek valley. The public can have no confidence that lease conditions will require the four proposed resorts to be hidden from view, especially views from the proposed walking track. For some proposed sites, resort facility and vehicle concealment will prove impossible.

**8** – There is no guarantee that private cars will not access the four proposed accommodation resorts, resulting in further visual blight along the proposed walk and in other nearby reserve localities.

**9** – Wild Bush Luxury should not receive any subsidy from the \$50 million that the NSW Government is investing in the Gardens of Stone State Conservation Area (media release, Perrottet, Kean, Toole 13 Nov 2021).

Wild Bush Luxury must be required to pay a considerable **environmental offset** for damage it shall cause to the reserve’s heritage values due to the development of accommodation facilities under the lease.

To determine the environmental offset an assessment of cultural and natural heritage impacts is required. Lease conditions must require an environmental offset, but such an offset payment would be a nonsense when it is discounted by a NSW Government subsidy through the provision of facilities and infrastructure to support lease activities.

**10** – Wilderness Australia does not support the issue of a lease to this Wild Bush Luxury as its parent company, Experience Co propose the construction of six huts that will damage wilderness values in the Tasmanian Wilderness World Heritage Area. Wild Bush Luxury should not be supported by the NSW Government, in particular the company should not be given subsidies

to assist it in the development of accommodation in the Gardens of Stone State Conservation Area.

### **Wollemi Great Walk should not be part of the lease**

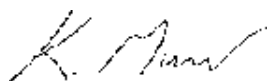
If a lease were granted to Wild Bush Luxury, it should not mention the Wollemi Great Walk. This so-called great walk should not be 'co-designed by Wild Bush Luxury' as it has demonstrated it is prepared to compromise the wilderness integrity of the Tasmanian Wilderness World Heritage Area. This company should not be allowed to compromise reserve management in NSW by development of a Great Walk in the Wollemi National Park or Wollemi Wilderness Area, the largest protected wilderness area on the east coast of the mainland Australia. No easement for a Great Walk should be established through the Wollemi Wilderness Area as it would degrade wilderness values. Creating an easement would compromise the wilderness just as much as if the walk went through the wilderness without an easement. Imposition of an easement does not reduce impacts on wilderness.

### **Request for a public hearing under s151F(4) of the Act**

Wilderness Australia requests that the Minister convene a public hearing regarding this lease so that the public can ascertain details of these resort proposals, be informed regarding the impacts on heritage values by the activities proposed under the lease and make submissions on lease activities, scope and scale. A public hearing may help to remedy the significant defects in the lease issue process.

Thank you for the opportunity to comment.

Sincerely,



Keith Muir  
for Wilderness Australia