



# Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 45551-FAU

**THIS AUTHORITY** is made this 14<sup>th</sup> day of April 2022

## **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)

**AND**

**Massey University** (the Authority Holder)

## **BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section 53 and 56 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955

**AUTHORISES** the Authority Holder pursuant to section 38 of the Conservation Act 1987

**AUTHORISES** the Authority Holder pursuant to section 49 of the Reserves Act 1977

**AUTHORISES** the Authority Holder pursuant to sections 49 of the National Parks Act 1980

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Natasha Ryburn, Director, Planning, Permissions and Land acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	<p><b>1. Activity –</b></p> <p>Catch alive, handle, band, mark by way of transponder, take samples from, temporarily hold, transfer, liberate, transfer and kill protected wildlife listed in Schedule 4 of this authority, and for that purpose:</p> <p>a. to respond to oiled wildlife during a marine oil spill event and respond to wildlife affected during a marine oil spill and by the associated marine oil spill response.</p> <p>b. As part of this response to:</p> <ul style="list-style-type: none"> <li>○ Catch and handle birds for the purpose of pre-emptive capture, rehabilitation, euthanasia or necropsy</li> <li>○ Temporarily hold birds for rehabilitation purposes</li> <li>○ To band and/or mark birds by way of transponder</li> <li>○ To administer veterinary care as necessary</li> <li>○ To take any samples required for veterinary and/or rehabilitation purposes</li> <li>○ To take and transport birds that are to be rehabilitated ex situ</li> <li>○ To take and euthanise sea birds that are unable to be rehabilitated</li> <li>○ Hold dead specimens or parts thereof</li> </ul> <p><b>2. Quantity –</b> As required</p> <p><b>3. Method –</b> following best practice protocols for each encountered bird species and where such protocols do not exist following the Wildbase Oiled Avian Protocol Standard Operating Procedure.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	All Public Conservation Land and Private Land
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Professor Louise Chilvers s9(2)(a) [REDACTED] [REDACTED] [REDACTED] Other personnel supervised by the personnel named above
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 6 April 2022 and ending on and including 5 April 2032
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: School of Veterinary Sciences Massey University

		<p>Tennet Drive  Palmerston North 4442  New Zealand  Email: <a href="mailto:b.l.chilvers@massey.ac.nz">b.l.chilvers@massey.ac.nz</a></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the obligations to protect the environment?**

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **6. What are the liabilities?**

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent Authorised by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

## **7. What about compliance with legislation and Grantor's notices and directions?**

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

## **8. Are there limitations on public access and closure?**

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

## **9. When can the Authority be terminated?**

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**10. How are notices sent and when are they received?**

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**11. What about the payment of costs?**

- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**12. Biosecurity**

- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**13. Are there any Special Conditions?**

- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Rescue Rehabilitation

1. The Authority Holder is Authorised to catch and handle the wildlife on the land described under Schedule 1.2, for the purpose described under 1.1.
2. The Authority Holder shall release all birds that were brought into rehabilitation or veterinary care back to the areas where the birds were caught from, where it is practicable and safe to do so.
3. All wildlife not requiring rehabilitation must be released at the location where it was found if it is practicable and deemed safe to do so.
4. All wildlife handled during the Authorised Activity must be handled as carefully as possible using accepted protocols and best practices, and where such protocols do not exist following the Wildbase Oiled Avian Protocol Standard Operating Procedure.
5. The Authority Holder shall contact the Grantor's appropriate Department of Conservation Office in the case of a marine oil response.
6. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in Wildlife monitoring or rescue transfer to rehabilitation centres.
7. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".

#### Property of the Crown

8. This Authorisation gives the Authority Holder the right to catch alive, handle, band, mark by way of transponder, temporarily hold, transfer, liberate, translocate and kill protected wildlife absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.

#### Death of wildlife associated with activities covered by the Authority

9. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:

- a. inform the appropriate DOC Office as soon as possible after the incident but at least within one week.
- b. chill the body if it can be processed for necropsy within 24 hours, or freeze the body if processing will take longer than 24 hours;

## **Euthanasia**

10. Euthanasia must only be carried out if:

- a. A veterinarian carries out euthanasia on animal welfare grounds
- b. The Authority Holder euthanises the wildlife under direction from the Grantor.

## **Transport**

11. All wildlife held under this authority shall be transported to a veterinarian or the nearest authorised rehabilitation centre or oiled wildlife facility for treatment and rehabilitation following accepted protocols and best practices, and where such protocols do not exist following the Wildbase Oiled Avian Protocol Standard Operating Procedure. All wildlife shall be liberated once fit for release at the location where it was captured, where practicable and if it is safe to do so.

12. All wildlife shall be kept separate from domestic animals.

13. All transportation containers shall be cleaned immediately after transportation of any wildlife.

## **Banding**

15. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.

16. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.

17. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.

18. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.

19. If a band is taken off a bird for any reason, it must NOT be used on another bird.

20. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
21. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
22. A **designated Level 3 bander** certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
23. Colour banding (including the use of alpha-numeric bands and flags or jesses) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

#### **Transponder Insertion**

24. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide or Standard Operating Procedure for the respective bird species encountered during the authorised activities.
25. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for transponder insertion in the respective bird species encountered, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.

#### **Captive holding for rehabilitation**

26. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
27. Authority holders must comply with the requirements of the Captive Health Care Workbook 2004.
28. Wildlife held for rehabilitation shall not be displayed to the public

29. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
30. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor by 30 June in each year a copy of these annual records.
31. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
32. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
  - a. The Authority Holder must inform relevant iwi, hapu and whanau of an oil spill event as soon as practicable.
  - b. The Authority Holder must ensure that iwi, whanau and hapū will be given the opportunity to provide input in the event of sample collection or euthanasia.
  - c. The Authority Holder must ensure that iwi, whanau and hapū will be given the opportunity to be present and uphold kawa and tikanga at the release of any oiled wildlife except under the following circumstances:
    - i. If there is a human or animal health and safety issue;
    - ii. If the release is occurring in a very difficult location to get to.
36. The Authority Holder is responsible for the health and safety of all persons involved in the work carried out under this Authority and must indemnify the Minister and the Crown against all and any action, claim, injury, damage and loss which may arise in any manner whatsoever from the issue of this Authority.
37. The Department of Conservation is not responsible for any costs associated with activities carried out under this Authority.

#### **Sub-Antarctic Islands**

38. The Authority Holder is to comply with the Subantarctic Islands Minimum Impact Code, and the Environmental Care and Water Care Codes.
39. A Department of Conservation Representative will be required for the Sub-Antarctic Islands and Whenua Hou.
40. Any vessel used must have its own spill kit on board.



41. Any vessel used must have biosecurity tools on board for all landings made on the reserve.
42. Entry permits and any additional permissions must be granted prior to departure to the Sub Antarctic Islands. The Authority Holder must contact the Murihiku Department of Conservation Office to understand any additional permissions required.
43. All current quarantine requirements for personnel and vessels must be adhered to.

### **Commercial Use and Disposal of Samples**

44. The Authority Holder must not donate, sell or otherwise transfer to any third party any material, including genetic material, or any material cloned from such material, collected under the authority of this Authority, without the prior written permission of the Director-General. In considering a request to transfer samples to any third party, the Director-General will take into consideration the need to minimise the impact on individual animals through appropriate sharing of samples between bona fide research groups.
45. The Authority Holder must not use for any commercial purpose or patenting, or registration of intellectual property rights any material collected pursuant to this Authority, or facilitate such use by any other person.
46. The Director-General may direct the Authority Holder to return material held under the authority of this Authority at any time where the Director-General considers it appropriate.
47. The Authority Holder must follow any instruction given by the Director-General on how wildlife or material it is to be returned.

### **Reporting**

48. The Authority Holder must provide to the Director-General an annual report of activities carried out under the authority of this Authority by 1 April annually.
49. The Authority Holder must provide to the Director-General a copy of any data sets, findings, reports and published papers resulting from the activities undertaken pursuant to this Authority within one year of an oil spill event or within a year from the expiry date of this Authority, whichever is sooner. The Director-General retains authority to use the data set for scientific purposes, in consultation with the Authority Holder.
50. The Authority Holder must provide a report to Kris Ramm, Manager Mountains to Sea Team ([kramm@doc.govt.nz](mailto:kramm@doc.govt.nz)), Kirstie Knowles, Manager Marine Ecosystems ([kknowles@doc.govt.nz](mailto:kknowles@doc.govt.nz)) and Katie Clemens-Seely, Manager Marine Species ([kclemens@doc.govt.nz](mailto:kclemens@doc.govt.nz)) within one month of an oil spill event ending outlining the species and number of individuals of each species that were caught alive, handled, banded, marked by way of transponder, taken samples from, temporarily held, transferred, liberated, translocated and killed.



**SCHEDULE 4**

<b>Common name</b>	<b>Name and authority</b>
Campbell Island teal	<i>Anas nesiotis</i>
Grey duck	<i>Anas superciliosa superciliosa</i>
Southern New Zealand dotterel	<i>Charadrius obscurus obscurus</i>
Campbell Island snipe	<i>Coenocorypha aucklandica perseverance</i>
Antipodean albatross	<i>Diomedea antipodensis antipodensis</i>
Gibson's albatross	<i>Diomedea antipodensis gibsonii</i>
White heron	<i>Egretta alba modesta</i>
Eastern rockhopper penguin	<i>Eudyptes filholi</i>
White tern	<i>Gygis alba royana</i>
Chatham Island oystercatcher	<i>Haematopus chathamensis</i>
Black stilt	<i>Himantopus novaezelandiae</i>
Black-billed gull	<i>Larus bulleri</i>
Chatham Island shag	<i>Leucocarbo onslowi</i>
Codfish Island South Georgian diving petrel	<i>Pelecanoides georgicus</i> "Codfish Island"
Chatham Island taiko	<i>Pterodroma magentae</i>
New Zealand fairy tern	<i>Sternula nereis davisae</i>
Pitt Island shag	<i>Stictocarbo featherstoni</i>
Salvin's mollymawk	<i>Thalassarche salvini</i>
NZ White-capped mollymawk	<i>Thalassarche cauta steadi</i>
New Zealand shore plover	<i>Thinornis novaeseelandiae</i>
Stewart Island tokoeka	<i>Apteryx australis lawryi</i>
Bittern	<i>Botaurus poiciloptilus</i>
Black-fronted tern	<i>Chlidonias albostratus</i>
Forbes' parakeet	<i>Cyanoramphus forbesi</i>
Orange-fronted parakeet	<i>Cyanoramphus malherbi</i>
Reef heron	<i>Egretta sacra sacra</i>
Fiordland crested penguin	<i>Eudyptes pachyrhynchus</i>
White-bellied storm petrel	<i>Fregetta grallaria grallaria</i>
Stewart Island weka	<i>Gallirallus australis scotti</i>
Bounty Island shag	<i>Leucocarbo ranfurlyi</i>
New Zealand storm petrel	<i>Pealeornis maoriana</i>
Wrybill	<i>Anarhynchus frontalis</i>
Auckland Island teal	<i>Anas aucklandica</i>
Great spotted kiwi	<i>Apteryx haastii</i>
Stewart Island fernbird	<i>Bowdleria punctata stewartiana</i>
Banded dotterel	<i>Charadrius bicinctus bicinctus</i>
Chatham Island snipe	<i>Coenocorypha pusilla</i>
Southern falcon	<i>Falco novaeseelandiae</i> "southern"
Caspian tern	<i>Hydroprogne caspia</i>
Red-billed gull	<i>Larus novaehollandiae scopulinus</i>

Stewart Island shag	<i>Leucocarbo chalconotus</i>
Auckland Island shag	<i>Leucocarbo colensoi</i>
Yellow-eyed penguin	<i>Megadyptes antipodes</i>
South Island kaka	<i>Nestor meridionalis meridionalis</i>
Pied shag	<i>Phalacrocorax varius varius</i>
Southern crested grebe	<i>Podiceps cristatus australis</i>
New Zealand dabchick	<i>Poliocephalus rufopectus</i>
Black petrel	<i>Procellaria parkinsoni</i>
Chatham Island petrel	<i>Pterodroma axillaris</i>
Flesh-footed shearwater	<i>Puffinus carneipes</i>
Southern white-fronted tern	<i>Sterna striata aucklandornae</i>
Grey-headed mollymawk	<i>Thalassarche chrysostoma</i>
New Zealand pipit	<i>Anthus novaeseelandiae novaeseelandiae</i>
Erect-crested penguin	<i>Eudyptes sclateri</i>
Southern blue penguin	<i>Eudyptula minor minor</i>
New Zealand pied oystercatcher	<i>Haematopus finschi</i>
Pied stilt	<i>Himantopus himantopus leucocephalus</i>
Eastern bar-tailed godwit	<i>Limosa lapponica baueri</i>
Light-mantled sooty albatross	<i>Phoebastria palpebrata</i>
White-chinned petrel	<i>Procellaria aequinoctialis</i>
Sooty shearwater	<i>Puffinus griseus</i>
Hutton's shearwater	<i>Puffinus huttoni</i>
White-fronted tern	<i>Sterna striata striata</i>
Red-crowned parakeet	<i>Cyanoramphus novaezelandiae novaezelandiae</i>
Buff weka	<i>Gallirallus australis hectori</i>
Grey-backed storm petrel	<i>Garrodia nereis</i>
Fairy prion	<i>Pachyptila turtur</i>
Broad-billed prion	<i>Pachyptila vittata</i>
New Zealand white-faced storm petrel	<i>Pelagodroma marina maoriana</i>
Southern diving petrel	<i>Pelecanoides urinatrix chathamensis</i>
White-naped petrel	<i>Pterodroma cervicalis</i>
Cook's petrel	<i>Pterodroma cookii</i>
Mottled petrel	<i>Pterodroma inexpectata</i>
Fluttering shearwater	<i>Puffinus gavia</i>
Wedge-tailed shearwater	<i>Puffinus pacificus</i>
Brown teal	<i>Anas chlorotis</i>
Subantarctic pipit	<i>Anthus novaeseelandiae aucklandicus</i>
Variable oystercatcher	<i>Haematopus unicolor</i>
Stewart Island robin	<i>Petroica australis rakiura</i>
Pycroft's petrel	<i>Pterodroma pycrofti</i>
North Island little shearwater	<i>Puffinus assimilis haurakiensis</i>

Antarctic tern	<i>Sterna vittata bethunei</i>
Chathams pipit	<i>Anthus novaeseelandiae chathamensis</i>
Antipodes Island pipit	<i>Anthus novaeseelandiae steindachneri</i>
Snares fernbird	<i>Bowdleria punctata caudata</i>
Codfish Island fernbird	<i>Bowdleria punctata wilsoni</i>
Brown skua	<i>Catharacta antarctica lonnbergi</i>
Auckland Island banded dotterel	<i>Charadrius bicinctus exilis</i>
Auckland Island snipe	<i>Coenocorypha aucklandica aucklandica</i>
Antipodes Island snipe	<i>Coenocorypha aucklandica meinertzhagenae</i>
Snares Island snipe	<i>Coenocorypha huegeli</i>
Reischek's parakeet	<i>Cyanoramphus hochstetteri</i>
Chatham Island red-crowned parakeet	<i>Cyanoramphus novaezelandiae chathamensis</i>
Antipodes Island parakeet	<i>Cyanoramphus unicolor</i>
Snares Cape pigeon	<i>Daption capense australe</i>
Southern royal albatross	<i>Diomedea epomophora epomophora</i>
Northern royal albatross	<i>Diomedea epomophora sanfordi</i>
Auckland Island rail	<i>Dryolimnas muelleri</i>
Snares crested penguin	<i>Eudyptes robustus</i>
Chatham Island blue penguin	<i>Eudyptula minor chathamensis</i>
Campbell Island shag	<i>Leucocarbo campbelli</i>
Northern giant petrel	<i>Macronectes halli</i>
New Zealand sooty tern	<i>Onychoprion fuscata kermadeci</i>
Fulmar prion	<i>Pachyptila crassirostris crassirostris</i>
Lesser fulmar prion	<i>Pachyptila crassirostris flemingi</i>
Antarctic prion	<i>Pachyptila desolata</i>
Black shag	<i>Phalacrocorax carbo novaehollandiae</i>
Little black shag	<i>Phalacrocorax sulcirostris</i>
Grey petrel	<i>Procellaria cinerea</i>
Westland petrel	<i>Procellaria westlandica</i>
Grey ternlet	<i>Procelsterna cerulea albivittata</i>
Buller's shearwater	<i>Puffinus bulleri</i>
Subantarctic little shearwater	<i>Puffinus elegans</i>
Buller's mollymawk	<i>Thalassarche bulleri</i>
Chatham Island mollymawk	<i>Thalassarche eremita</i>
Campbell Island mollymawk	<i>Thalassarche impavida</i>
Pacific mollymawk (northern Buller's)	<i>Thalassarche nov. sp.</i>
South Island brown teal	<i>Anas chlorotis</i> "South Island"
Grey teal	<i>Anas gracilis</i>
New Zealand shoveler	<i>Anas rhynchotis variegata</i>

White-faced heron	<i>Ardea novaehollandiae</i>
New Zealand scaup	<i>Aythya novaeseelandiae</i>
Yellow-crowned parakeet	<i>Cyanoramphus auriceps</i>
Black-bellied storm petrel	<i>Fregetta tropica</i>
Welcome swallow	<i>Hirundo tahitica neoxena</i>
Southern black-backed gull	<i>Larus dominicanus dominicanus</i>
Australasian gannet	<i>Morus serrator</i>
Subantarctic diving petrel	<i>Pelecanoides urinatrix exsul</i>
Little shag	<i>Phalacrocorax melanoleucos brevirostris</i>
White-headed petrel	<i>Pterodroma lessonii</i>
Grey-faced petrel	<i>Pterodroma macroptera gouldi</i>
Black-winged petrel	<i>Pterodroma nigripennis</i>
Spotted shag	<i>Stictocarbo punctatus punctatus</i>
Paradise shelduck	<i>Tadorna variegata</i>
Sacred kingfisher	<i>Todiramphus sanctus vagans</i>
Spur-winged plover	<i>Vanellus miles novaehollandiae</i>



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 61054-CAP

THIS AUTHORITY is made this 7<sup>th</sup> day of May 2021

### PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Paradise Valley Springs Limited (the Authority Holder)

### BACKGROUND

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953 and the Wildlife Regulations 1955.
- B.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and Section 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

\_\_\_\_\_  
SIGNED on behalf of the Grantor by Damian Coutts – Director Operations for the Central North Island Region acting under delegated authority

in the presence of:

\_\_\_\_\_  
Witness Signature

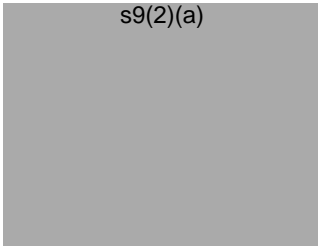
Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>1. Activity:</p> <ul style="list-style-type: none"> <li>a) To obtain alive for the advocacy and rehabilitation purposes the species listed under Schedule 4.</li> <li>b) Marking Yellow Crowned Kakariki <i>Cyanoramphus auriceps</i> and Red Crowned Kakariki <i>Cyanoramphus novaezelandiae</i> using banding technique only, for the purpose of distinguishing any wildlife.</li> </ul> <p>2. Quantity:</p> <ul style="list-style-type: none"> <li>a. Up to 5 Kea <i>Nestor notabilis</i></li> <li>b. Up to 6 Kereru/Wood Pigeon <i>Hemiphaga novaeseelandiae</i></li> <li>c. Up to 20 Scaup <i>Aythya novaeseelandiae</i></li> <li>d. Up to 16 Yellow Crowned Kakariki <i>Cyanoramphus auriceps</i></li> <li>e. Up to 4 Red Crowned Kakariki <i>Cyanoramphus novaezelandiae</i></li> <li>f. Up to 2 Tui <i>Prothemadera novaeseelandiae</i></li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Paradise Valley Springs 467 Paradise Valley Road RD 2 Rotorua 3072</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>The following authorised personnel subject to schedule 3 special conditions:</p> <p>s9(2)(a)</p>  <p>Others under the supervision of the authorised personnel named in a) to e) above.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 7 May 2021 and ending on and including 6 May 2024</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: 467 Paradise Valley Road RD 2</p>

		Rotorua 3047
6.	<b>Grantor's</b> address for notices	<p>The Grantor's <b>address</b> for all correspondence is:</p> <p>Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**



- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and directions?**
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of** the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Ownership of protected wildlife

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Captive Holding Conditions

3. The protected species and their progeny must not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
4. Catching and handling should only occur for the purposes of husbandry and/or health checks.
5. The Authority Holder shall ensure animal welfare is maintained at all times, as per the Animal Welfare Act.

#### Holding conditions

6. If the protected species is held on public display, the Authority Holder must adhere to the current Grantor approved Programme Outline, Husbandry Manual and Advocacy Plan for the protected species.
7. The protected species must not be housed with any other species unless specifically allowed in the species' husbandry manual.
8. All enclosures containing protected wildlife must comply with the relevant Department of Conservation approved Husbandry Manual standards for that protected species; and the Animal Welfare (Zoos) Code of Welfare 2018, National Animal Welfare Advisory Committee c/o Ministry for Primary Industries.

#### Conservation Advocacy

9. The following information must be added to the Kea Advocacy Plan:

Information about key threats to Kea including lead toxicity, vehicle trauma and ingestion of toxic compounds (due to hand-feeding reducing loss of fear of novel food objects).

10. The following information must be added to the Kea Advocacy Plan:

Information about threats to kakariki including viral disease (beak and feather disease, TB) and habitat loss.

## Rehabilitation

11. Any animals unable to be released after sign-off of this SOP, and which cannot be included in a coordinated captive programme must be euthanased. (For variations seek approval from permissions.doc.govt.nz).
12. **The Department's Wildlife Health Management SOP** (enclosed) must be consulted and an assessment of disease risk made prior to any release.
13. The holder must consult the Department before releasing an animal at a site remote from the location where it was found or is suspected to have originated from.
14. An additional permit is required to release an animal into a Reserve, National Park or Conservation Area, even if it was found there. A permit covering multiple releases may be issued when more than one release is required.

## Inspection

15. The Authority Holder consents to any officer of the Grantor entering the Authority Holder's **property** at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
16. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.

## Records and reporting

17. The Authority Holder must maintain and keep annual records detailing:
  - a. the number of individuals of the protected species in the possession of the holder;
  - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.
18. The Authority Holder must retain these records for at least 5 years and are required to submit these records before the Authority can be renewed.
19. The Authority Holder must forward to the Department of Conservation appointed Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30 June in each year a copy of these annual records in the annual report format (enclosed).

## Death or escape

20. The Authority Holder must notify the Captive Co-ordinator and the Grantor within 24 hours of the death, escape or disappearance of any Threatened or At Risk protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.

21. The holder of a protected species which dies must contact the Rotorua District Office for retrieval of the body and provide full details of origin, history in captivity, date of death.

#### Transfer of species between captive facilities

22. The Authority Holder must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.
23. Notwithstanding clause 3.2, the Authority Holder may, at any time, transfer the protected species to another person provided that that other person holds an authority to keep the protected species in captivity, or receive a protected species from another person provided that that other person holds an authority to keep the protected species in captivity, and the transfer is recommended by the Department of Conservation approved Captive Management Co-ordinator for the protected species.
24. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
25. Wildlife held for rehabilitation shall not be displayed to the public.
26. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
27. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist (enclosed) by the 30 June in each year and submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz).
28. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor by 30 June in each year a copy of these annual records.
29. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
30. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
31. The Authority Holder must follow all husbandry recommendations from the Guide for private holders of captive kakariki (enclosed) including the following:
  - a) The minimum aviary size for two birds must be at least 3 m long × 2 m wide × 2 m high; an extra 3 m<sup>2</sup> (plus 2 metres high) must be provided for every additional bird

- b) Kakariki pairs must be held separately, unless the flight aviary is 25 m<sup>2</sup> or more (plus 2 metres high) and must be well-planted.
- c) To reduce stress, aviaries must provide plenty of cover for birds to hide

## Banding Conditions

- 32. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird **Bander's Manual**.
- 33. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 34. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
- 35. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 36. If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 37. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
- 38. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
- 39. A designated Level 3 bander, certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
- 40. Colour banding (including the use of alpha-numeric bands) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

## SCHEDULE 4

### List of species

- a. Kea *Nestor notabilis*
- b. Kereru *Hemiphaga novaeseelandiae*

- c. Scaup *Aythya novaeseelandiae*
- d. Yellow Crowned Kakariki *Cyanoramphus auriceps*
- e. Red Crowned Kakariki *Cyanoramphus novaezelandiae*
- f. Tui *Prothemadera novaeseelandiae*

Released under the Official Information Act



# Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 66668-FAU

**THIS AUTHORITY** is made this 30th day of January 2020

## **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation**  
(the Grantor)

**AND**

**Brook Waimarama Sanctuary Trust** (the Authority Holder)

## **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953 and Reserves Act 1977.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under section 53 of the Wildlife Act 1953; and

**PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Roy Grose, Director Operations, Northern South Island region,  
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature



Witness Name: Helen Price

Witness Occupation: Personal Assistant

Witness Address: Nelson

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. to catch alive absolutely protected wildlife, being South Island Saddleback (<i>Philesturnus carunculatus</i>), for the purpose of translocation and post-release monitoring</li> <li>ii. to use mist nets in a scenic reserve</li> <li>iii. to take South Island Saddleback (<i>Philesturnus carunculatus</i>) from a scenic reserve</li> <li>iv. to mark absolutely protected wildlife, being South Island Saddleback (<i>Philesturnus carunculatus</i>) for the purpose of identifying the wildlife after translocation and release</li> </ul> <p>b. Quantity – up to a maximum of 60 tieke/saddleback over two years, with no more than 30 tieke/saddleback in any one year.</p> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i. catch birds alive using mist nets</li> <li>ii. mark birds by way of banding</li> <li>iii. transport birds to the Brook Waimarama Sanctuary</li> <li>iv. Release birds within the Brook Waimarama Sanctuary</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source site – Motuara Island Scenic and Historic Reserve (Conservation Unit No. 01054)</p> <p>Liberation site – Brook Waimarama Sanctuary, Nelson, comprising:</p> <ul style="list-style-type: none"> <li>a. Brook Waimarama Wildlife Sanctuary (Local Purpose Reserve vested in Nelson City Council)</li> <li>b. Part Recreation Reserve – Brook Street (South) (Recreation Reserve vested in Nelson City Council)</li> <li>c. Part Sec 13 SO 498803 (Nelson City Council)</li> <li>d. Part Sec 15 SO 498803 (Nelson City Council)</li> <li>e. Part DP 1716 (Nelson City Council)</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>And other personnel acting directly under the supervision of one of the above.</p>

4.	Term (Schedule 2, clause 4)	Commencing on and including 10 January 2020 and ending on and including 9 January 2030
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 10)	The Authority Holder's address for all correspondence is:  Suite 3, Level 1 Morrison Square Nelson 7040 New Zealand <a href="mailto:info@brooksanctuary.org.nz">info@brooksanctuary.org.nz</a>
6.	<b>Grantor's</b> address for notices	<b>The Grantor's address for all correspondence is:</b>  Department of Conservation Level 4 73 Rostrevor Street Hamilton 3240  <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must **ensure that it adheres to the international “Leave No Trace” Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder agrees to exercise the Authority at the **Authority Holder’s own** risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person **or property arising from the Authority Holder’s exercise** of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s **exercise** of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and **Grantor’s** notices and directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor’s opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects; or
- (c) the Grantor so decides for any reason the Grantor wishes.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Ownership of absolutely protected wildlife

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Adhere with translocation proposal

3. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal titled **“Translocation of tieke/saddleback from Motuara Island to the Brook Sanctuary”** attached as Appendix *[insert Appendix number]*. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal. In the event of any discrepancy between the application and the conditions of this Authority, the conditions will prevail.

#### Translocation best practice

4. The Authority Holder is strongly encouraged to ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the [species name] Best Practice Manual *[insert link or instruct contact DOC Office]*.

#### Whānau/Hāpu/Iwi

5. The Authority Holder shall liaise with **Whānau/Hāpu/Iwi** associated with the ‘gifting’ (source) site and ‘receiving’ (release) site and if any **Whānau/Hāpu/Iwi** have communicated that they wish to be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocation, then every effort must be made for this to happen in consultation with the affected **Whānau/Hāpu/Iwi**.

#### Capture and handling

6. The Grantor shall advise the Authority Holder of the maximum number of South Island Saddleback/Tieke that may be captured and translocated at any time based on an assessment of the number present on Motuara Island.
7. The methodology of capture, hold, handle and release of all translocated South Island Saddleback/Tieke must follow that described in Section 11 of the approved Translocation Proposal.
8. The South Island Saddleback/Tieke must be handled as carefully as possible (and under the supervision of people with experience at catching and handling small forest birds).
9. The capture, holding, monitoring and transfer of South Island Saddleback/Tieke must follow that detailed in the current version of the Department of Conservation’s **“Best Practice Manual”**. **Any deviations from this best practice document** must be requested in writing to the Grantor and will require a written variation to this authority.

### Mist-netting

10. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Scheme Bird Bander's Manual** ("the Bird Banding Manual").
11. A Level 3 Certified mist-netter must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.

### Bird banding

12. All birds are to be banded prior to release into the Brook Waimarama Sanctuary.
13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding **Scheme Bird Bander's Manual**.
14. Only metal bird bands supplied by the Department of Conservation are to be used, except where other marking techniques are authorised.
15. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident and in any case within 5 working days.
16. If a band is taken off a bird for any reason, it must NOT be used on another bird.
17. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
18. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be recorded and reported as instructed on the DOC website: <http://www.doc.govt.nz/our-work/bird-banding/reporting-a-bird-band/>
19. A designated Level 3 bander, certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

### Death of wildlife associated with activities covered by the Authority

20. In the event that any South Island Saddleback/Tieke die during the translocation, or are discovered dead within the Brook Waimarama Sanctuary, the Authority Holder must:
  - a. inform the Grantor as soon as practicable and in any case within 5 working days;
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy OR deliver the body, by prior arrangement, to the Grantor's Nelson Office (Monro Building, 186 Bridge Street, Nelson), along with **details of the animal's history**;
  - d. pay for any costs incurred in investigation of the death of the South Island Saddleback/Tieke; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.



#### Pest free site biosecurity

21. The Authority Holder will as far as practicable ensure that the Brook Waimarama Sanctuary is maintained as a pest-free site, particularly with regards to mustelids and cats.
22. The Authority Holder shall implement the monitoring and incursion response protocols specified in the most up to date version of the BWST Biosecurity Plan taking into account any advice received from the Island Eradication Advisory Group and other suitably qualified and/or experienced persons.
23. If rats, mustelids or cats are detected in the sanctuary prior to the release of South Island Saddleback/Tieke then no birds may be released until the pest animal(s) has/have been eradicated and the sanctuary is considered to be 'predator-free'. **'Predator-free' status** shall be determined by a suitably qualified and/or experienced person and a report by that person shall be provided to the Grantor prior to any release occurring.
24. The Authority Holder shall, at least annually, arrange for the sanctuary to be surveyed by certified stoat and cat detection dogs; and shall report the results of these surveys to the Grantor within 4 weeks of their completion.
25. The Authority Holder shall advise the Grantor as soon as practicable, and in any case within 5 working days, in the event of any positive detection of mustelids, cats or rats within the sanctuary; and shall thereafter provide weekly updates on the incursion response and number of pest animals detected/killed.

#### Wildlife health management

26. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure. [[DOCDM-442078](#)].
27. The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.
28. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination prior to transfer using the attached **'Full physical examination form' as a guide**. [[DOCDM-636313](#)].
29. The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality.
30. Blood and/or feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure. [[DOCDM-531081](#).]

#### Post Release Translocation Monitoring

31. The Authority Holder must prepare and obtain the Grantor's approval to a post translocation monitoring plan prior to carrying out any monitoring of the translocated South Island Saddlebacks where disturbance, capture or handling of the birds is involved.

#### Holding conditions

32. The Authority Holder may temporarily hold South Island Saddleback/Tieke in one or more temporary aviaries on Motuara Island pending transfer to the Brook Waimarama Sanctuary. The Authority Holder shall take all reasonable steps to minimise the time that birds need to be held in the aviary/ies.

33. The Authority Holder may temporarily hold South Island Saddleback/Tieke in an aviary at the Brook Waimarama Sanctuary, if the birds are injured and/or in poor health.
34. The specifications for any aviary must be approved by the Grantor prior to its first use. Any subsequent modifications to the aviary must also be approved by the Grantor.

#### Translocation Reporting

35. Within three months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any South Island tieke/saddleback authorised by this Authority. This report must be electronically forwarded to the Grantor at [lsolly@doc.govt.nz](mailto:lsolly@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 66668-FAU.
36. The Authority Holder must provide an annual monitoring report (covering the period 1 July – 30 June) to the Grantor in respect of the translocation of any South Island tieke/saddleback authorised by this Authority. This report must be electronically forwarded to the Grantor at [lsolly@doc.govt.nz](mailto:lsolly@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 66668-FAU. This report must be submitted by 31 July annually.
37. Upon expiry of the authorisation to translocate South Island tieke/saddleback or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at [lsolly@doc.govt.nz](mailto:lsolly@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 66668-FAU.
38. All reports must follow *the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal* and include the following information:
  - a. Number of birds released during the relevant 12-month period;
  - b. Results of post-release monitoring;
  - c. Details of birds temporarily held within any aviary authorised in accordance with condition 33 (including date(s), number held, and whether able to be released);
  - d. Details of any South Island saddleback/tieke confirmed to have died within the sanctuary during the relevant 12-month period, including dates and cause of death (if known);
  - e. Nesting attempts/success (if information available);
  - f. Estimate of number of South Island Saddleback/Tieke within the sanctuary at the end of the reporting period
39. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

#### Conditions for multiple transfers over time

40. Approval is to be sought from the Grantor before proceeding with the second transfer in year 2.
41. In determining whether to approve the second transfer the Grantor will consider the reports required under conditions 35, 36 and 38, as appropriate, and will apply the following criteria:
  - i. If more than 50% survive the first year and have settled within the Sanctuary, approval may be granted;
  - ii. If 33%-50% survive and settle, another year of monitoring should be undertaken to determine whether the population is increasing, stable or declining, and what can be done to improve the next release;

- iii. If <33% survive and settle, the translocation will be reassessed and approval for the second transfer may be withheld.
- 42. Additionally, the Authority Holder shall undertake a brief assessment of the Motuara Island tieke/saddleback population and abundance of juveniles before the second transfer. This assessment is to be reported to the Grantor, who will use this information when considering approval for the second transfer.
- 43. Future transfers, beyond year two, may be considered by the decision maker through the applicant applying for a variation to Wildlife Act Authority 66668-FAU.

Released under the Official Information Act



## Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 66668-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 12<sup>th</sup> day of April 2021

### **PARTIES:**

**The Director General of Conservation, and where required, the Minister of Conservation** (the Grantor)

**AND**

**Brook Waimarama Sanctuary Trust** (the Authority Holder)

### **BACKGROUND**

- (i) By an Authorisation dated the 30<sup>th</sup> day of January 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- (ii) By the same Authorisation, the Director-General of Conservation or the Minister of Conservation granted a Permit under the Reserves Act 1977 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- (iii) The Grantor hereby varies that Authority.

**NOW BY THIS DEED the Grantor authorises as follows:**

#### **(iv) Variation**

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Clause 1(b) of Schedule 1 is deleted and replaced with:

Quantity – up to a maximum of 60 tieke/saddleback over two years, with no more than 40 tieke/saddleback in any one year.

- (ii) Clause 3 of Schedule 1 is deleted and replaced with:

s9(2)(a)

[Redacted text block]

And other personnel acting directly under the supervision of one of the above.

- (iii) Condition 3 of Schedule 3 is amended to read:

The translocation of wildlife must be undertaken in accordance with the approved translocation proposal titled "Translocation of tieke/saddleback from Motuara Island to the Brook Sanctuary" attached as Appendix 1. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal. In the event of any discrepancy between the application and the conditions of this Authority, the conditions will prevail.

- (iv) Condition 4 of Schedule 3 is amended to read:

The Authority Holder is strongly encouraged to ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the tieke/saddleback Best Practice Manual.

- (v) Condition 21 of Schedule 3 is amended to read:

The Authority Holder will as far as practicable ensure that the Brook Waimarama Sanctuary is maintained as a pest-free site, particularly with regards to rats, mustelids and cats.

- (vi) Condition 24 of Schedule 3 is deleted and replaced with:

The Authority Holder shall, at least annually, arrange for the sanctuary to be surveyed by certified stoat and rat detection dogs; and shall report the results of these surveys to the Grantor within 4 weeks of their completion. Surveys by certified cat detection dogs shall also be undertaken if cats are detected through other monitoring or are suspected to be within the sanctuary.

- (vii) A new Condition 38A is added to Schedule 3 as follows:

If post-release monitoring indicates that <50% of birds have survived and settled within the sanctuary, the Authority Holder shall engage a suitably qualified and/or experienced ecologist to review the monitoring data to

- (a) determine the likely cause(s) of low survival/settlement;
- (b) make recommendations on whether another year of monitoring should be undertaken to determine whether the population is increasing, stable or declining; and
- (c) make recommendations on what can be done to improve the next release.

The ecologist's report and recommendations shall be provided to the Grantor.

- (viii) Condition 41(ii) of Schedule 3 is deleted and replaced with:

If 33%-50% survive and settle, approval may be granted subject to the recommendations in the report required under condition 38A.

- (ix) Appendix 1 is added to the Authority, being the approved translocation proposal titled "Translocation of tieke/saddleback from Motuara Island to the Brook Sanctuary" referenced in Condition 3 of Schedule 3.

**(v) Confirmation of other Authority Covenants**

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

SIGNED on behalf of the Grantor by Roy Grose, Director Operations, Northern South Island region, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at 18-32 Manners Street, Wellington.



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 69481-CAP

**THIS AUTHORITY** is made this 20<sup>th</sup> day of May 2021

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)  
**AND**

s9(2)(a) (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor  
by Raymond Scrimgeour  
Operations Manager  
Te Rapa District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

s9(2)(a)

Witness Name:

s9(2)(a)

Witness Occupation:

Witness Address:

Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity - to obtain alive and hold in possession the wildlife listed under Schedule 4 of this Authority for the purpose of display for advocacy</p> <p>b. Quantity – as per Schedule 3.9</p> <p>c. Method – obtain alive as per Schedule 3.16</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	a. s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 20 May 2021 and ending on and including 19 May 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton Central</p> <p>Hamilton 3240</p> <p><a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the liabilities?**

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**6. What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**7. When can the Authority be terminated?**

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**8. How are notices sent and when are they received?**

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**9. What about the payment of costs?**

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**10. Are there any Special Conditions?**

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**11. Can the Authority be varied?**

- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
4. The Authority Holder must consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
5. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
  - a. transferring lizards for breeding programmes,
  - b. making available individuals for release; and,
  - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
6. If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
7. Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
8. The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
9. The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).

10. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
11. The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
12. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year.
13. All Annual Returns under clause 3.12 must be forwarded electronically to the Grantor to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). The Authority Holder must cite Authority number 69481-CAP when submitting all Annual Returns.
14. The Authority Holder must not house the wildlife with any other species.
15. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
16. The lizards and their progeny must only be obtained from persons holding an Authority to keep that species of lizard in captivity.
17. Notwithstanding clause 3.2, the Authority Holder may transfer the wildlife to another person provided that person holds an Authority to keep the protected species in captivity.
18. The lizards and their progeny must not be released unless directly instructed by the Grantor and in accordance with an approved translocation proposal.
19. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The Lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.
20. The Grantor reserves the right to amend any advocacy message presented by the Authority Holder.
21. The following clauses are deleted from Schedule 2 of this Authority:
  - a. 2.3
  - b. 2.5
  - c. 2.6
22. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".



## SCHEDULE 4

Common name	Scientific name
1. Goldstripe gecko	<i>Woodworthia chrysosiretica</i>
2. Duvaucels gecko	<i>Hoplodactylus duvaucelii</i>
3. Starred gecko	<i>Naultinus stellatus</i>
4. Rough gecko	<i>Naultinus rudis</i>
5. Shore skink	<i>Oligosoma smithi</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 70693-FAU

**THIS AUTHORITY** is made this 13<sup>th</sup> day of May 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)  
**AND**

**Tainui Group Holdings Limited** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



SIGNED on behalf of the Grantor  
by Raymond Scrimgeour  
Operations Manager  
Waikato District Office  
acting under delegated authority  
in the presence of:


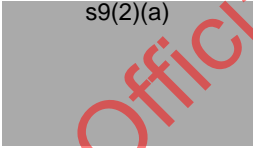
s9(2)(a)



Witness Signature – \_\_\_\_\_  
Kimberly Yeoman  
Administration Officer  
Department of Conservation

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	a. Activity – to catch alive Long-tailed bat ( <i>Chalinolobus tuberculatus</i> ) for the purpose of species salvage during tree felling operations b. Quantity - as many as possible c. Method – by hand
2.	The Land (Schedule 2, clause 2)	Ruakura R1 Structure Plan Area between Powells Road and Sheridan Street Hamilton
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) 
4.	Term (Schedule 2, clause 4)	Commencing on and including 13 May 2020 and ending on and including 12 May 2030
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) 
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> Level 4 73 Rostrevor Street Hamilton 3240 permissionshamilton@doc.govt.nz



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation
  - 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
  - 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.
2. What is being authorised?
  - 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
  - 2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
  - 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
  - 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
  - 2.5 The Authority Holder may publish authorised research results.
  - 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.
3. Who is authorised?
  - 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.
4. How long is the Authority for - the Term?
  - 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.
5. What are the liabilities?
  - 5.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority **Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or** is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Tree Removal Protocols titled "*Ruakura Structure Plan Area: Tree Removal Protocols for Ruakura South*, Revision 2, dated 14 January 2020" submitted to the Grantor with the application to obtain this Authorisation, forms a Part of this Authority.
2. The Authorised Activity must be undertaken in accordance with the Tree Removal Protocols referred to at Schedule 3.1.
3. Schedule 2 clause 2.5 is deleted.
4. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

Released under the Official Information Act



## Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 70756-FAU

**THIS AUTHORITY** is made this 29 day of July 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Abseil Access Limited** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53 (1) and 53 (2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Andy Thompson, Operations Manager, Mahaanui District Office, acting under delegated authority

in the presence of:

s9(2)(a)

\_\_\_\_\_  
Witness Signature

Witness Name: \_\_Rachel Brown\_\_\_\_\_

Witness Occupation: \_Community Ranger\_\_\_\_\_

Witness Address: \_\_\_\_\_CHCH\_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <p>i. To salvage, transfer and incidentally kill:</p> <ul style="list-style-type: none"> <li>Canterbury Gecko <i>Woodworthia c.f brunnea</i></li> <li>Southern Grass Skink <i>Oligosoma</i> aff. <i>Polychroma</i></li> <li>McCann's Skink <i>Oligosoma maccanni</i></li> <li>Canterbury Spotted Skink <i>Oligosoma</i> aff. <i>Lineocellatum</i></li> <li>Jewelled Gecko <i>naultinus gemmeus</i></li> </ul>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Salvage &amp; Release Site</p> <ul style="list-style-type: none"> <li>Mount Cavendish Scenic Reserve</li> <li>Lyttleton Recreation Reserve</li> </ul> <p>Holding Site:</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. s9(2)(a)</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 29 July 2020 and ending on and including 28 July 2023</p>
5.	<p><b>Authority Holder's</b> address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>26 Thackers Quay</p> <p>Woolston</p> <p>Christchurch 8023</p> <p>s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity. For this Authority this is the Mahaanui District [maahanui@doc.govt.nz](mailto:maahanui@doc.govt.nz) citing FAU 70756 and attention the Community Team

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the



Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

- 5.2 **The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

- 5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

- 6.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.**

- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.

- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and **Grantor’s** notices and directions?

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) **in the Grantor’s opinion**, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
  - 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
    - (a) in the case of personal delivery, on the date of delivery;
    - (b) in the case of post, on the 3rd working day after posting;
    - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
  - 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
  - 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
  - 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
  - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Authorised Personnel

1. The authorised personnel listed in Clause 3 of Schedule 1 shall only be permitted to carry out activities under this authority once approved by the Grantor.

#### Lizard Management Plan

2. The Lizard Management Plan annexed to this Authority as Schedule 4, forms a Part of the Authority

#### Ownership of absolutely protected wildlife

3. This authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.

Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Death of wildlife associated with activities covered by the Authority

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:

- a. Inform the Grantor within 24 hours
- b. Chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
- c. If requested by the Grantor, the Authority Holder must send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animals history;
- d. Pay for any cost incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

5. The Authority Holder must not euthanise any wildlife unless:
  - a. The Authority holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  - b. A veterinarian recommends euthanasia on animal welfare grounds; or
  - c. The authority holder euthanises the wildlife under direction from the Grantor

#### Incidentally kill wildlife

6. The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
7. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal (s) on recommendation of a qualified herpetologist. For the purposes of this Authorisation Christine McClure is a Suitably Qualified Herpetologist

#### Salvage relocation and habitat enhancement

8. During wildlife salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact the Mahaanui District Office on (03) 3419100 citing the FAU number and ask for the Community Team. The Authority Holder must transfer the wildlife to the approved captive holding facility.
9. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager at Mahaanui District.
10. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.

#### Lizard Salvage Reporting

11. A report is to be submitted to Mahaanui District Office at [mahaanui@doc.govt.nz](mailto:mahaanui@doc.govt.nz) citing 70756-FAU and marked attention Community Team by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - The species and number of animals collected and released;
  - The GPS location (or a detailed map) of the collection point (s) and release point(s);
  - Copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - Result of all surveys, monitoring or research

#### Planting Plan

12. Within one month of works being completed a Draft Planting Plan should be sent to the Mahaanui District Office for approval at [mahaanui@doc.govt.nz](mailto:mahaanui@doc.govt.nz) citing 70756-FAU and marked attention Community Team.

SCHEDULE 4

Lizard Management Plan

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 71214-FAU

**THIS AUTHORITY** is made this 19<sup>th</sup> day of May 2021

**PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Lighthouse Station Limited** (the Authority Holder)

**BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

**OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush, Acting Operations Manager, Tāmaki Makaurau acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity-</p> <ul style="list-style-type: none"> <li>i. To obtain alive, have in possession and liberate the wildlife declared to be game listed under Schedule 4 of this authority for the purpose of <ul style="list-style-type: none"> <li>a. Breeding</li> <li>b. Species management</li> </ul> </li> <li>ii. to mark for the purpose of distinguishing any wildlife declared to be game listed under Schedule 5 of this Authority</li> </ul> <p>b. Quantity –</p> <ul style="list-style-type: none"> <li>i. liberate as per Schedule 4</li> </ul> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i. Obtain alive <ul style="list-style-type: none"> <li>a. all birds shall must be received by way of transfer from New Zealand Gamebirds Limited</li> </ul> </li> <li>ii. Marking <ul style="list-style-type: none"> <li>a. as per Schedule 3.10-19</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. All wildlife under this Authority Holder must be held in possession and released liberated at <b>s9(2)(a)</b></p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p><b>s</b> <b>[REDACTED]</b></p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 June 2021 and ending on and including 31 May 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p><b>s9(2)(a)</b></p>
6.	<p><b>Grantor's</b> address for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p>

		73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise the Authority **at the Authority Holder's own risk** and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from **the Authority Holder's exercise of the Authorised Activity**.

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor's **opinion, the carrying out of the Authorised Activity** causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. All birds must to be held in purpose-built aviaries on the property at Schedule 1, Clause 2.
3. The birds and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Regional Fish and Game Council.
4. If required by the Grantor, the Authority Holder must make such improvements to the enclosures referred to in special condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. The birds must be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
6. The Authority Holder shall provide an annual report to the Grantor. This report shall be sent electronically to the Grantor to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 71214-FAU. This report must be submitted by the 30<sup>th</sup> of September each year;
  - (a) the number of birds held in possession
  - (b) the number of birds liberated
7. The Grantor may review at any time conditions pertaining to this authority to align these conditions with any guidelines or codes of practice developed by the New Zealand Fish and Game Council for the management of Game Preserves operating within New Zealand.
8. The Authority Holder must ensure that the birds are free of avian diseases prior to the birds being liberated.
9. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
**"Or for any other reason that the Grantor may decide".**
10. All Mallard duck (*Anas platyrhynchos*) and any cross of that species with any other species, variety, or kind of duck must be marked by way of banding prior to liberation.
11. The Authority Holder must undertake the Authorised Activity of Marking in accordance with the application received and any subsequent amendments and the most recent edition of the New Zealand National Bird Banding Scheme Bird **Banders** Manual.
12. Only metal bird bands supplied by the Department of Conservation, New Zealand must be used, except where other marking techniques are authorised.
13. Any injuries or deaths of birds resulting from implementation of the Authorised Activity of marking must be reported to the Grantor (and copied to

[bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.

14. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
15. If a band is taken off a bird for any reason, it must NOT be used on another bird.
16. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).
17. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>).
18. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operator persons or marking birds must be registered with the NZNBBS.
19. **The Authority Holder must notify the Grantor's Auckland District Office** ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) and the national Banding Office ([bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) with the name of the person who will undertake banding. The Authority Holder must cite Authority number 71214-FAU when making such notification.
20. All birds must be released with unclipped wings.
21. All birds must be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds must be caught alive for liberation during the game bird hunting season or held in possession for breeding purposes.
22. If birds are liberated from an enclosed pen, that pen must be sealed off or removed.
23. The genetic profile of the birds to be liberated must not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the local Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released. This report shall be submitted by the 30<sup>th</sup> September;
  - a) The number of progeny reared;
  - b) The number of birds released;

## Schedule 4:

	Species:	Quantity:
1.	Ring Necked Pheasants ( <i>Phasianus colchicus</i> )	Up to 10,000 per annum
2.	Red Legged Partridge ( <i>Alectoris rufa</i> )	Up to 3,000 per annum
3.	Mallard duck ( <i>Anas platyrhynchos</i> ) and any cross of that species with any other species, variety, or kind of duck	Up to 350 per annum

Released under the Official Information Act

## Schedule 5:

	Species:
1.	Mallard duck ( <i>Anas platyrhynchos</i> ) and any cross of that species with any other species, variety, or kind of duck

Released under the Official Information Act



# Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 71233-FAU

**THIS AUTHORITY** is made this 16<sup>th</sup> day of September 2020

## **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Maungatautari Ecological Island Trust** (the Authority Holder)

## **BACKGROUND:**

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to the Conservation Act 1987 and the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

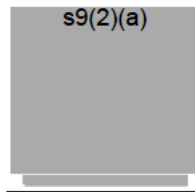
s9(2)(a)

\_\_\_\_\_  
Daniel Heinrich, Director Operations, Hamilton



acting under delegated authority in the presence of:

s9(2)(a)



Witness Signature: \_\_\_\_\_

Witness Name: Penny Loomb

Witness Occupation: Personal Assistant

Witness Address: 73 Rostrevor Street, Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Catch</li> <li>ii. Examine, measure and weigh</li> <li>iii. Mark by way of banding</li> <li>iv. Transfer</li> </ul> <p>b. Species – Rifleman (<i>Acanthisitta chloris granti</i>)</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Catch and transfer up to 80 birds in total during the Term, in one or more translocations; with an approximately equal sex ratio and made up of both adults and juveniles). No more than 40 birds from a single source site (see below) and no capture and transfer of intergenerational 'family groups'.</li> </ul> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. Catching <ul style="list-style-type: none"> <li>a. Recordings/Mist-nets</li> </ul> </li> <li>ii. Banding <ul style="list-style-type: none"> <li>a. 1x metal band and 3x colour bands per bird</li> </ul> </li> </ul> <p>All methods and operational targets (including hygiene practices and subsequent monitoring) will be done as described in the Authority Holder's Stage 1 and Stage 2</p>
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		Translocation Proposal Forms'; attached to this Authority as Appendices 1 and 2.
2.	The Land (Schedule 2, clause 2)	<p>Public Conservation Land:</p> <p>Source Sites: Pureora Forest Park – limited to the areas shown in the map in Schedule 4. Pirongia Forest Park – limited to the area shown in the map in Schedule 4.</p> <p>Release Site: 'Sanctuary Mountain' (Maungatautari Scenic Reserve)</p> <p>Other land: Adjacent privately-owned (including iwi) land at Maungatautari, where enclosed by the pest-excluder fence.</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Any other persons nominated and/or supervised by s9(2)(a)</p> <p>A level 3-qualified bander of (a) passerine birds must supervise all bird-banding activities.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 20 September 2020 and ending on and including 19 September 2024 (includes subsequent monitoring time)
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p>The <b>Grantor's</b> address for all correspondence is:</p> <p>Permissions Team Hamilton Shared Services 73 Rostrevor Street Hamilton, 3204 Phone: 07 858 1000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p> <p>and</p> <p>Waikato Office PO Box 20025 Te Rapa Hamilton 3241 Phone: 07 850 8378 Email: <a href="mailto:waikato@doc.govt.nz">waikato@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to **the international “Leave No Trace” Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's **own** risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or **property arising from the Authority Holder's exercise** of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's **exercise of the** Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation **and Grantor's notices** and directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) **in the Grantor's opinion, the** carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority **Holder's details** specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Translocation Details

1. The Authority Holder must ensure that all persons operating under this Authority comply with both the conditions of this Authority, and all methods outlined in the approved **proposal described as “Application Form 11 – Translocation Proposal”** [DOC- 5619045 and Appendix 1 below]
2. The Authority Holder must ensure that all persons operating under this Authority comply with both the conditions of this Authority, and all methods outlined in the approved **proposal described as “Application Form 11a – Translocation Proposal”**. [DOC- 6143112 and Appendix 2 below]
3. All Rifleman to be released must be banded in accordance with current best practice, based on previous translocations of rifleman. The Grantor acknowledges that there is no specific best practice manual for this species.
4. No manipulation or handling of rifleman other than for husbandry or welfare purposes is authorised without prior approval of the Grantor.
5. Rifleman may only be sourced from the areas shown in the maps in Schedule 4.
6. All rifleman must be released at a suitable site at Maungatautari by 1400 hours (2pm) on the same day as they are captured.
7. Once a mist-net site has caught rifleman, that site shall not be used again for at least three days, and after this interval only adult rifleman that are caught shall be translocated. Other rifleman (i.e. sub-adults) caught but not translocated may be banded and immediately released.
8. If banded rifleman approach an active mist-net site, that site shall be abandoned and not be used whilst those rifleman are present. No previously banded rifleman shall be translocated.
9. A translocation report shall collate the number of rifleman translocated and their likely relationship to each other, and shall assess the likely number of genetic founders of the Maungatautari population. If less than 40 presumed unrelated founders are released to Maungatautari in Year 1, the Grantor may require subsequent translocations to be undertaken.
10. The authority holder must contact the **Grantor’s** Pureora Base ([pureora@doc.govt.nz](mailto:pureora@doc.govt.nz)) and Waikato Office ([waikato@doc.govt.nz](mailto:waikato@doc.govt.nz)) at least 2 weeks before any intended catching and translocation of birds; to co-ordinate timing of this and avoid conflict with any other activities at either location.
11. The authority holder must adhere to all biosecurity instructions issued prior to, and upon arrival at, Maungatautari.

#### Standard Banding Conditions

12. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme **Bird Bander's Manual**.
13. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
14. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
15. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
16. If a band is taken off a bird for any reason, it must NOT be used on another bird.
17. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).
18. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>).
19. Only Level 3 banders, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, may oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
20. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

#### Mist-netting conditions

21. The Authority Holder must undertake the Authorised Activity in Accordance with the application received and the New Zealand National Bird Scheme **Bird Bander's Manual (2011 edition)** ("the Bird Banding Manual").
22. Only Level 3 mist-netters, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netters must be directly supervised by a Level 3 Certified mist-netter.

23. The Authority Holder must not leave any mist-nets lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
24. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any man-made structure, whether historic or recent.
25. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.
26. The Authority Holder shall remove all nets, markers, rope, tape or other material used at the catching [and/or release] areas for the purposes of the Authorised Activity within one (1) day of the Authorised Activity being completed.

#### Injured Wildlife

27. If any Rifleman dies during capture or transfer, or is found dead, the Authority Holder shall, if requested by the Grantor:
  - a. Ensure the body is refrigerated and sent to Massey University's Wildbase facility, or to where the Grantor so directs, for a necropsy examination, within 72 hours of death or discovery, along with **known details of the bird's history** and fate. For specimens sent to Massey, use the Massey Wildbase Necropsy Submission form: <http://www.massey.ac.nz/massey/learninh/departments/centres-research/wildbase/wildbase-pathology/how-to-submit-a-specimen.cfm>.
  - b. Ensure appropriate measures are taken to minimise further deaths.
  - c. Inform the Grantor and the Operations Managers at **the Grantor's** Waikato and Maniapoto Offices within 24 hours of the death or discovery of the body.
  - d. Pay for any costs incurred in the event of an investigation into the death of any rifleman relating to the actions undertaken under this Authority.
28. If a rifleman is injured, the Authority Holder must notify the Grantor and the nearest DOC office within 24 hours of the injury event or the discovery of the injured bird. The Authority Holder must take the injured rifleman to where the Grantor directs for the appropriate treatment.

#### Iwi involvement and tikanga

29. **If any of the 'gifting' (source site)** iwi and/or 'receiving' (release site) iwi have communicated that their iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocation, then every effort must be made for this to happen in consultation with the affected iwi.
30. The Authority Holder acknowledges that the Grantor may provide copies of any findings about this translocation to tangata whenua. All monitoring and trapping records shall be made available for inspection at reasonable times by Officers of the Grantor.

#### Wildlife Health Management



31. The Authority Holder is responsible for ensuring that the Translocation Disease Management Protocol is complied with. The results of the physical health examination of each bird will be included in each annual *transfer report*. Any disease-screening results must be submitted to the National Wildlife Health Database (<http://www.doc.govt.nz/our-work/wildlife-health/national-wildlife-health-database-project/>).
32. The Authority Holder must immediately seek veterinary advice for the management of any sick rifleman, and if necessary, must arrange for subsequent care and rehabilitation.
33. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including a careful physical examination prior to transfer.
34. The Authority Holder must not transfer any wildlife exhibiting any sign of illness or abnormality.

#### Translocation Reporting and Review

35. The Authority Holder must provide a *transfer report* to the Grantor, summarising the outcome of activities undertaken under this Authority, within one month of the completion of each translocation event.
36. The *transfer report* must provide, as a minimum, details of the number, gender, approximate age and location of birds caught, transferred and released; the result of each bird's physical examination (and disease screening, if undertaken); and any incidences of injury or mortality of any wildlife that occurs because of the activities undertaken under this authorisation.
37. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this authority.

#### Translocation Monitoring

38. Post release monitoring shall be carried out in accordance with the details in the approved translocation proposal, including the period(s) between transfers.
39. The Authority Holder must provide a *monitoring report* to the Grantor ([waikato@doc.govt.nz](mailto:waikato@doc.govt.nz)) and to the Department's Permissions Team ([warcteam@doc.govt.nz](mailto:warcteam@doc.govt.nz)) in electronic format, citing Authority Number 71233-FAU, by 30 June each year following the granting of this Authority (see Section 8 of 'Translocation Proposal: Application Form 11a').
40. That *monitoring report* shall provide details of the findings of monitoring undertaken in accordance with the conditions of this Authority and the approved translocation proposal. The *monitoring report* will include details about the monitoring effort and timing and the location and number of birds found and their status. The *monitoring report* must include a map showing the area monitored and the locations of birds found, known nesting locations, and the location of confirmed territories.
41. Any changes that the Authority Holder wishes to make to the monitoring methods described in the approved translocation proposal; for example, the need to continue monitoring the annual breeding success of translocated rifleman, will be evaluated each year in consultation between the Authority Holder and the Grantor's involved District Offices, and must first be considered and approved by the Grantor, before

being carried-out. The minimum required monitoring period is two years after the last rifleman release.

42. The Authority Holder acknowledges that the Grantor may provide copies of Translocation Reports and Translocation Monitoring Reports to tangata whenua and to the general public if requested.
43. The *monitoring report* must be forwarded to the **Grantor's** Waikato Office ([waikato@doc.govt.nz](mailto:waikato@doc.govt.nz)) and Pureora Base ([pureora@doc.govt.nz](mailto:pureora@doc.govt.nz)), and to the Department's Permissions Team ([warcteam@doc.govt.nz](mailto:warcteam@doc.govt.nz)) in electronic format, citing Authority Number 71233-FAU.

#### General Special Conditions

44. The Authority Holder shall not euthanise any wildlife unless the Authority Holder:
  - a. Obtains the recommendation of a veterinarian, where euthanasia is on animal welfare grounds; or
  - b. Carries out the euthanasia under direction from the Grantor.
45. Any banded wildlife found dead or alive must be reported as instructed on the Department's website: <http://doc.govt.nz/conservation/native-animals/birds/bird-banding/reporting-a-bird-band/>.
46. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
47. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder shall not sell the wildlife.
48. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
49. The Authority Holder must at all times co-operate fully with representatives of Waipa District Council during the Authorised Activity and take no action that compromises the Council's responsibilities and competencies in managing the land.
50. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites or facilities.
51. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Activity is taking place.

#### Myrtle Rust biosecurity

52. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

53. The Authority Holder and members of their team shall not leave vehicles or other equipment under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
54. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust while undertaking the Authorised Activity, they are not to touch the plant.
  - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - c. Do not touch or try to collect samples as this may increase the spread of the disease.
55. If the Authority Holder or members of their team believes they are in an infected area, all team members must decontaminate with SteriGENE as per below:
  - a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag.
  - b. Tie and spray the outside of the bag.
  - c. Mist-spray other clothing being worn.
  - d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.
  - e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
  - f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

#### Special Conditions for 'Sanctuary Mountain Maungatautari'

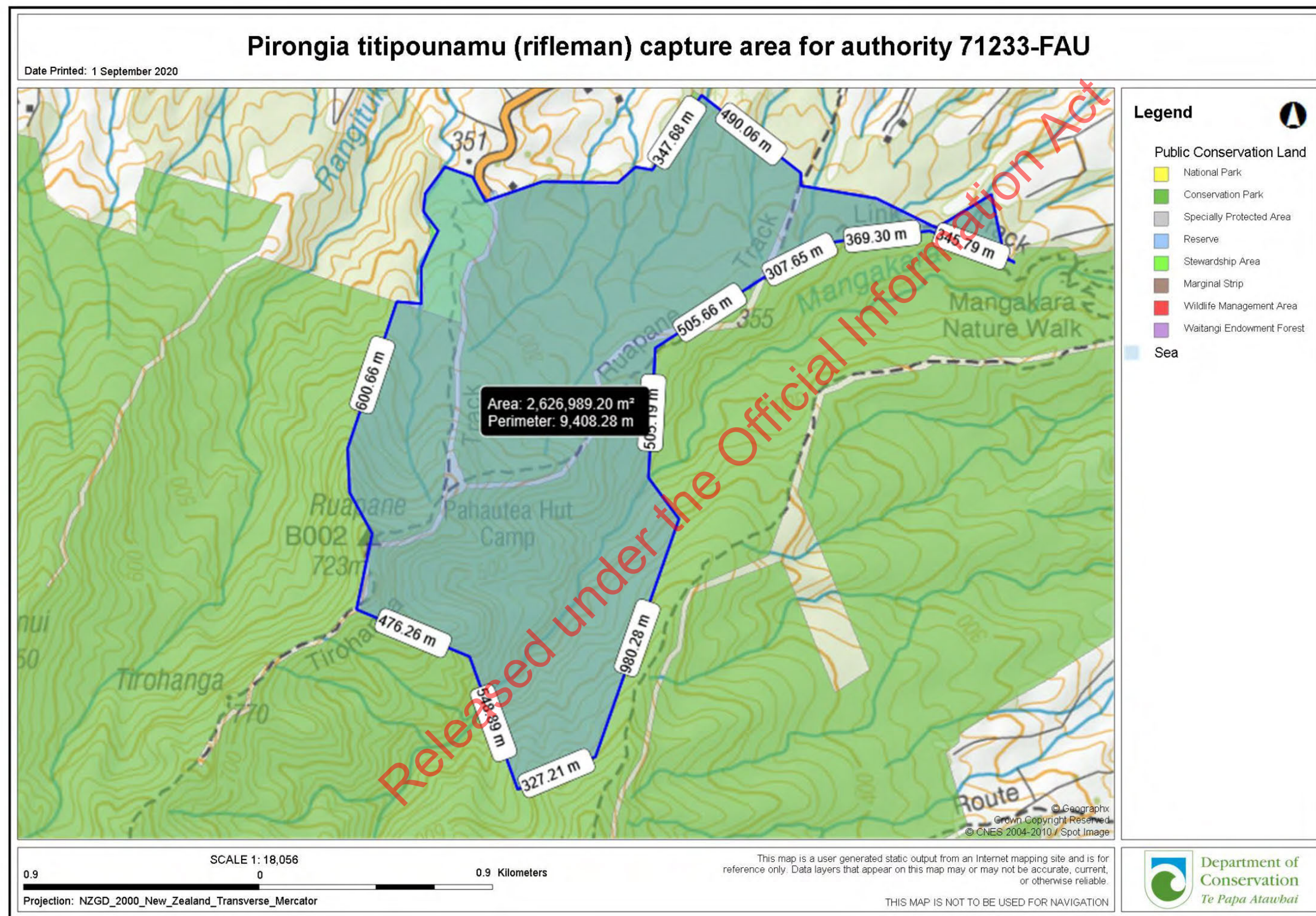
56. The Authority Holder **must comply with the Grantor's 'Pest-free Biosecurity Checklist' regarding** biosecurity measures, including checking footwear, clothing and gear for plant and animal pests before entering.

Appendix 1: Approved Translocation proposal and supplementary information: Stage 1  
<https://doccm.doc.govt.nz:443/wcc/faces/wccdoc?dDocName=DOC-5619045>

Appendix 2: Approved Translocation proposal and supplementary information: Stage 2  
<https://doccm.doc.govt.nz:443/wcc/faces/wccdoc?dDocName=DOC-6143112>

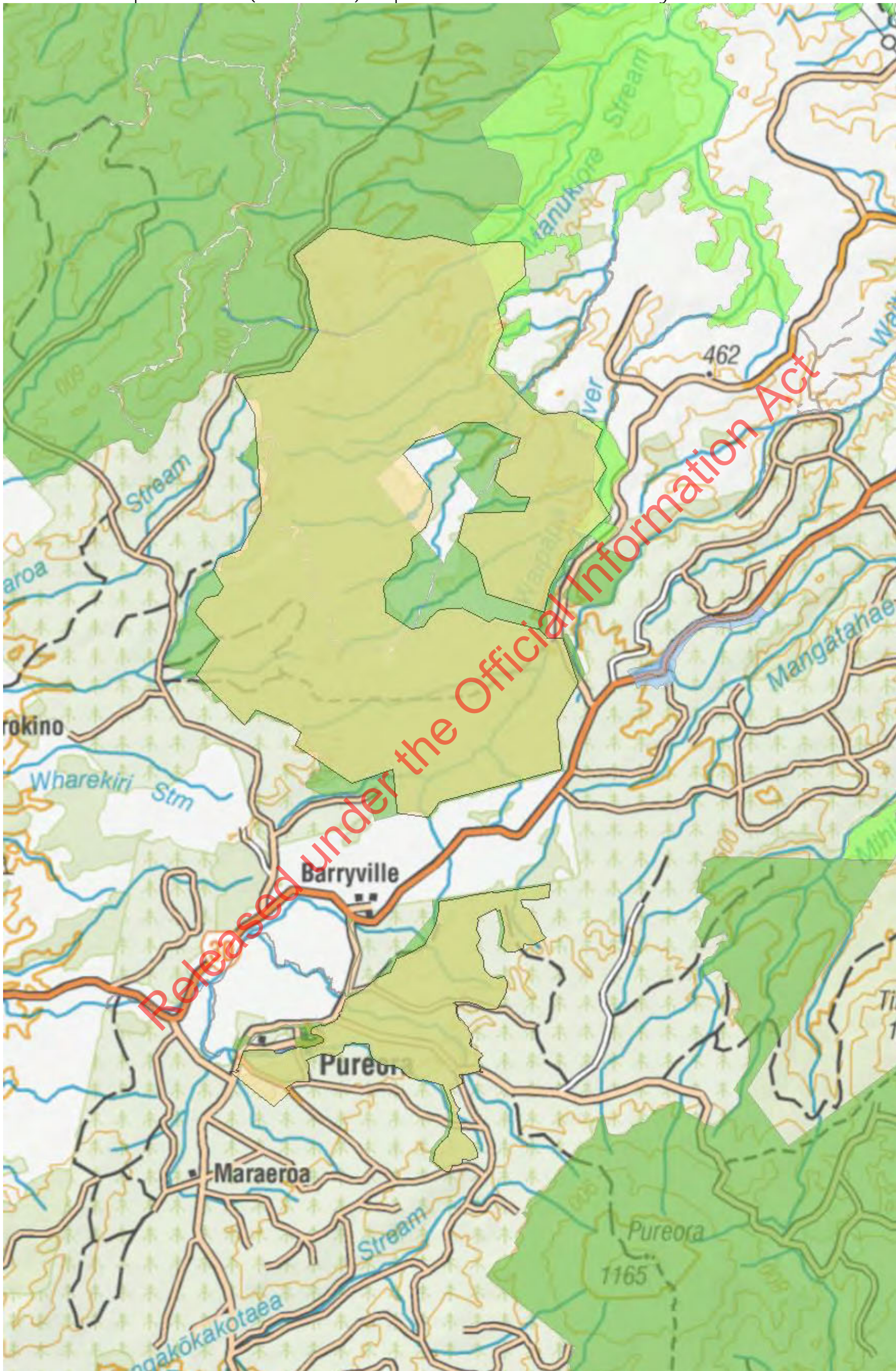


# SCHEDULE 4





Pureora titipounamu (rifleman) capture areas for authority 71233-FAU







# Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 71233-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 13<sup>th</sup> day of May 2021

## PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Maungatautari Ecological Island Trust (the Authority Holder)

## BACKGROUND

- A.** By an Authorisation dated the      day of      2021 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** By the same Authorisation, the Director-General of Conservation or the Minister of Conservation granted an Authority under the legislation applying to the public conservation land to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- C.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Schedule 4 map of Pirongia is deleted and replaced with the map attached to this variation showing the DOC permission boundary within which capture may occur.
- (ii) To Schedule 3 add a new clause:  
57. Any banded titipounamu caught within the permitted area within Pirongia Forest Park must be excluded from the translocation and the band ID and date of capture reported to the Grantor.

### 2. Confirmation of other Authority Covenants

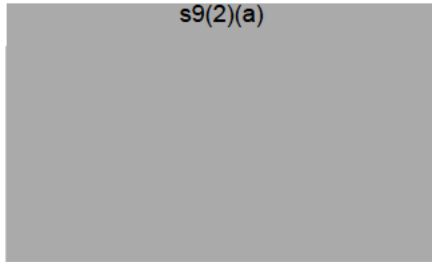
Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

### 3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

#### **If decision maker is signing an original copy use this option**


s9(2)(a)



SIGNED on behalf of the Grantor by Daniel Heinrich, Director Operations, Hauraki-Waikato-Taranaki acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Penny Loomb

Witness Occupation: Personal Assistant

Witness Address: 73 Rostrevor Street, Hamilton

**OR**

#### **If decision maker is signing by way of electronic signature, use this option**

[INSERT DIGITAL SIGNATURE]

SIGNED on behalf of the Grantor by [insert name and title of delegate] acting under delegated authority

in the presence of:

[INSERT DIGITAL SIGNATURE]

---

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act







# Wildlife Act Authority for wildlife located on non-public conservation land

Authorisation Number: 71394-FAU

**THIS AUTHORITY** is made this 24 day of September 2020

## **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)

**AND**

**Maungatautari Ecological Island Trust** (the Authority Holder)

## **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953 and the Wildlife Regulations 1955.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under section 53 of the Wildlife Act 1953, clause 38 of the Wildlife Regulations 1955 and section 50 of the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor  
by Daniel Heinrich  
Director, Operations  
Hauraki/Waikato/Taranaki Region  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Penny Loomb



Witness Occupation: Personal Assistant

Witness Address: 73 Rostrevor Street, Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-**General's** office at 18-32 Manners Street, Wellington.

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>1. Activity:</p> <ul style="list-style-type: none"> <li>a. to catch alive the absolutely protected wildlife listed under Schedule 4 for the purposes of: <ul style="list-style-type: none"> <li>i. on-site species management and monitoring</li> </ul> </li> <li>b. to catch alive the partially protected wildlife listed under Schedule 5 for the purposes of: <ul style="list-style-type: none"> <li>i. on-site species management and monitoring</li> </ul> </li> <li>c. to mark the wildlife listed under Schedules 4-5 for the purposes of distinguishing any wildlife.</li> <li>d. to liberate on the Authorised land, the absolutely and partially protected wildlife listed in Schedules 4-5 of this Authority caught alive on the Authorised land, for species management</li> </ul> <p>2. Quantity:</p> <ul style="list-style-type: none"> <li>a. catch alive – as required</li> <li>b. liberate – as required</li> <li>c. marking – as required</li> </ul> <p>3. Methods:</p> <ul style="list-style-type: none"> <li>a. catch alive the protected wildlife under Schedule 4 in accordance with Schedule 3, 2.1-2.9a.</li> <li>b. liberate: <ul style="list-style-type: none"> <li>i. hand release</li> <li>ii. cage release</li> </ul> </li> <li>c. mark – in accordance with Schedule 3</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Maungatautari Mountain Scenic Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>

		s9(2)(a)	
		10. Registered and trained personnel authorised in writing by the Department.	
4.	Term (Schedule 2, clause 4)	Commencing on and including 21 September 2020 and ending on and including 20 September 2029.	
5.	Authority <b>Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a)    	
6.	Grantor's <b>address</b> for notices	<b>The Grantor's</b> address for all correspondence is: Permissions Team Level 4 - Department of Conservation 73 Rostrevor Street Hamilton 3204 Email: permissionshamilton@doc.govt.nz	

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and Grantor's notices and directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) In the case of personal delivery, on the date of delivery.
  - (b) In the case of post, on the 3rd working day after posting.
  - (c) In the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land, this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. **Ownership of Protected Wildlife**

- 1.1. This Authorisation gives the Authority Holder the right to catch alive, liberate, mark and hold absolutely and/or partially protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 1.2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 2. **Catch alive methods**

- 2.1 The Authority Holder is Authorised to catch alive with a mist net.

- a. Hihi / Stitchbird
- b. North Island Kokako
- c. Tieke / Saddleback
- d. Kakariki / Red-crowned parakeet
- e. Kererū
- f. Tui
- g. Miromiro / North Island Tomtit
- h. Bellbird
- i. Silvereye
- j. Riroriro / Grey Warbler
- k. Pipīwhararua / Shining Cuckoo
- l. Toutouwai / North Island Robin
- m. Whitehead
- n. Titipounamu / Rifleman
- o. Piwakawaka / Fantail



2.2 The Authority Holder is Authorised catch alive by hand:

- a. Brown Kiwi
- b. Tuatara
- c. Forest gecko
- d. Green gecko
- e. Pacific gecko
- f. Goldstripe gecko
- g. Cook Strait striped gecko
- h. Copper skink
- i. Striped skink
- j. Takahe

2.3 The Authority Holder is Authorised catch alive with a cage trap:

- a. North Island Kokako

2.4 The Authority Holder Authorised to catch alive with a hand net:

- a. North Island Kokako
- b. Takahe

2.5 The Authority Holder is Authorised to catch alive with capture pens:

- a. South Island Takahe

2.6 The Authority Holder is Authorised to catch alive with a feeders:

- a. Hiri / Stitchbird

2.7 The Authority Holder is Authorised to catch alive with pitfall traps:

- a. Forest gecko
- b. Green gecko
- c. Pacific gecko
- d. Goldstripe gecko
- e. Cook Strait striped gecko

- f. Copper skink
- g. Striped skink

2.8 The Authority Holder is Authorised to catch alive with funnel traps:

- a. Forest gecko
- b. Green gecko
- c. Pacific gecko
- d. Goldstripe gecko
- e. Cook Strait striped gecko
- f. Copper skink
- g. Striped skink

2.9 The Authority Holder is Authorised to catch alive by hand net:

- a. Tieke / Saddleback

### 3. Marking

3.1 The Authority Holder is Authorised to mark with a transmitter:

- a. Brown kiwi

3.2 The Authority Holder is Authorised to mark with a transponder:

- a. Brown kiwi
- b. Tuatara

3.3 The Authority Holder is Authorised to mark by banding:

- a. Brown kiwi
- b. Hihi / Stitchbird
- c. South Island Takahe
- d. North Island Rifleman
- e. North Island Kaka
- f. Tieke / Saddleback
- g. Yellow crowned parakeet
- h. New Zealand wood pigeon

- i. Tui
- j. Miromiro / North Island Tomtit
- k. Korimako / Bellbird
- l. Riroriro / Grey Warbler
- m. **Pīpīwharau / Shining Cuckoo**
- n. Toutouwai / North Island Robin
- o. **Pōpokatea / Whitehead**
- p. Silvereye

#### 4. Mist-netting

- 4.1. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the New Zealand National Bird Scheme Bird Bander's **Manual** (2011 edition) ("**the Bird Banding Manual**").
- 4.2. A designated Level 3 Certified mist-netter, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
- 4.3. The Authority Holder must not leave any mist-net lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
- 4.4. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.

#### 5. Transmitter attachment – Brown kiwi

- 5.1 Transmitters may be attached to brown kiwi. The transmitter and attachment must weigh <2% of the body weight for kiwi weighing <1200g and no more than 25g for kiwi weighing >1200g. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as **set out in the Department's Kiwi Best Practice Manual** provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
- 5.2 During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.

- 5.3 Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.

## 6. Transponder insertion

- 6.1. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide for the species.
- 6.2. A designated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for transponder insertion, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.
- 6.3 Transponders may be used on brown kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

## 7. Banding of Wildlife

- 7.1. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
- 7.2. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 7.3. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
- 7.4. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 7.5. If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 7.6. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stocktake by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
- 7.7. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)

7.8. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

7.9. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

## 8. Annual Monitoring Report

8.1 The Authority Holder shall prepare an Annual Monitoring Report for all species listed under Schedule 4 and Schedule 5 by 30 June annually for the term of the authority.

8.2 The Authority Holder must forward the prepared Annual Monitoring Report referred to at Schedule 3.8.1 to the Grantor at [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing the Authority Number 71394-FAU.

8.3 The Annual Monitoring Report must contain the following:

- i. Summaries of the number of wildlife that have died or been injured during the reporting period as part of active management, and causes where known
- ii. Summaries of wildlife monitoring and survey programmes completed during the reporting period
- iii. the number of advocacy encounters with the absolutely protected wildlife which contain the following information:
  - the date of the encounter;
  - the nature of the encounter;
  - a list of the individual birds and frequency of encounters
  - the authorised activity the encounter is associated with;
  - the number of people present at the encounter;
  - any incidents that occurred during the encounter;
  - direct conservation benefits as a result of advocacy encounters
- iv. Summaries of disease testing results completed as part of active management during the reporting period
- v. Summaries of fence breaches or any reports of mammalian animal pest presence in the enclosure.
- vi. Summaries of Biosecurity incursions and actions taken in response.
- vii. any incidents affecting absolutely protected wildlife that the Grantor should be made aware of.
- viii. The location of the storage facility of any feathers collected and details of the genetic register

ix. Notwithstanding Schedule 3, clause 8.1, the Authority Holder must prepare an annual report by 30 June each and every year, detailing all Kiwi Creche operations, which must contain the following information:

- number of chicks crèched and their origins
- number of chicks returned to the wild as part of the Operation Nest Egg programme and release sites
- any disease issues encountered
- any death and cause of death within the crèche
- Weight and bill measurements taken during health checks to determine growth rates
- general progress of the project
- any other detail requested by the Grantor.

8.4 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz)

## 9. Catch alive and Handling

9.1 The Authority Holder must catch alive and handle the wildlife under Schedules 4-5 in accordance with the relevant best practice manual or husbandry manual for the species. If a best practice manual or a husbandry manual is not available, catch alive and handling must be in accordance with the recommendations of the Grantor's relevant species recovery group technical experts. To meet this condition, the Authority Holder may catch alive and handle the wildlife where no best practice manual or husbandry manual is available after the Grantor has provided written confirmation to the Authority Holder the Grantor is satisfied with the recommended methods for catch alive and handling.

9.2 For the avoidance of doubt, any deviations from any best practice must be requested in writing to the Grantor and will require a written variation to this authority.

9.3 The Authority Holder is authorised to carry out the following activities whilst handling the wildlife listed under schedules 4-5:

- i. disease screening
- ii. health checks
- iii. treatment as required by a suitably qualified veterinarian
- iv. blood, feather and tissue sampling from wildlife
- v. supplementary feeding

- 9.4 All activities must be undertaken in accordance relevant best practice manual or husbandry manual for the species. If a best practice manual or a husbandry manual is not available, the activities must be undertaken in accordance with the recommendations of the Grantor's relevant species recovery group technical experts. To meet this condition, the Authority Holder may undertake the activities where no best practice manual or husbandry manual is available after the Grantor has provided written confirmation to the Authority Holder the Grantor is satisfied with the recommended methods for undertaking the activities.

## 10. Sampling

10.1 The Authority Holder is Authorised to take blood samples from:

- a. Brown Kiwi
- b. South Island Takahe
- c. North Island Rifleman
- d. Hihi / Stitchbird

10.2 The Authority Holder is Authorised to take feather samples from:

- a. Brown Kiwi
- b. South Island Takahe

10.3 The Authority Holder is Authorised to take cloacal swabs from:

- a. Brown Kiwi
- b. South Island Takahe

10.4 The Authority Holder is Authorised to take skin samples from:

- a. Forest gecko
- b. Green gecko
- c. Pacific gecko
- d. Goldstripe gecko
- e. Duavacel's gecko
- f. Cook Strait striped gecko
- g. Copper skink
- h. Striped skink

## 11. Supplementary Feeding

11.1 The Authority Holder may provide supplementary feeding for the following wildlife:

- a. South Island Takahe
- b. Hihi / Stitchbird
- c. North Island Kaka

11.2 The Authority Holder must ensure that supplementary feeding of wildlife identified in condition 11.1 is in accordance with the relevant best practice or husbandry manual.

## 12. Wildlife Health Management

12.1 If required by the Grantor, the Authority Holder must make improvements to wildlife management techniques (catching, handling, sampling, liberating and monitoring), and take such steps as directed to ensure the welfare of the wildlife.

12.2 The Authority Holder must contact the Grantor's Waikato District Office (email: [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz)) to obtain copies of all best practice guides, standard operating procedures and protocols for the management and monitoring of the species listed under Schedules 4 and 5.

12.3 The Authority Holder must comply with the standards set out in the Grantor's Wildlife Health Management Standard Operating Procedure.

12.4 Blood, feather and/or reptilian tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

12.5 The Authority Holder must ensure that all handlers taking blood and cloacal samples have been approved in writing by the Department as accredited for these activities.

12.5 The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz) for inclusion in the National Wildlife Health Database and a summary of disease testing results in accordance with Schedule 3.8.1.

12.6 Subject to approval under Schedule 3.1.2, the Authority Holder must not transfer:

- a. any wildlife under Schedules 4-5 without first conducting a physical examination using the 'Full physical examination form' as a guide
- b. any wildlife under Schedules 4-5 exhibiting any sign of illness or abnormality

## 13. Injured and Dead Wildlife

13.1 The Authority Holder must immediately notify the Grantor's Waikato District Office of the injury of any wildlife caused by the activities permitted under this Authority, with full details of the situation and the date of the event.

13.2 Where necessary, the Authority Holder may hold sick and injured wildlife in temporary captivity in on-site facilities for up to five days for the purpose of administering



treatment by a qualified veterinarian and to allow for subsequent recovery of the wildlife.

- 13.2 If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/> ) should die, the Authority Holder must:

- a. Inform the Grantor's Waikato District Office by email within 48 hours
- b. Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours
- c. Send the body to Massey University Wildlife Post-mortem Service for necropsy, along with details of its history
- d. Pay for any costs incurred in investigation of the death
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### 14. Access to Property for Inspection

- 14.1 The Authority Holder consents to any officer of the Grantor, at any reasonable time, inspecting the protected species and the main mountain boundary fence ("fence"). The Authority Holder must comply with any directions of the officer of the Grantor and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder. If required by the Grantor, the holder of this Authority must make such improvements to the said fence as deemed necessary and take such other steps as directed to ensure the fence complies with current best practice requirements or to ensure the welfare of the wildlife.

- 14.2 If required by the Grantor, the Authority Holder must make such improvements to pest control as are necessary to comply with current best practice requirements or to ensure the welfare of the protected wildlife.

#### 15. Site Management

- 15.1 The Authority Holder must comply with the actions agreed upon within the Maungatautari Incursion Plan.

#### 16. Lizards

- 16.1 As per Schedule 3.9.1-2 catch alive and handling methods for lizards shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/> including:

- a. techniques that minimise the risk of infection or injury to the animal.
- b. the Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce

desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.

- c. the Authority Holder must ensure all live capture traps, (e.g. pitfall traps and funnel traps e.g. G-minnow traps), are checked at least every 24 hours.
- d. the Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
- e. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- f. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
- g. The Authority Holder must be supervised by an experienced lizard handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.

## 17. Kiwi – Standard Conditions

- 17.1 The Authority Holder must ensure that capture, handling, transmitter attachment, transponder insertion, banding, taking samples, holding, and advocacy activities follows the Department's **Kiwi Best Practice Manual** as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
- 17.2 The Authority Holder must ensure that all persons undertaking capture, handling, transmitter attachment, transponder insertion, banding and taking samples have been accredited in writing for those skills by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department of Conservation Kiwi Best Practice Manual provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

## 18. Kiwi creche related conditions

- 18.1 For the purposes of this authority, a Kiwi Creche is a predator free site where kiwi chicks are raised until they reach a stoat safe weight and can be released to the wild. The Authority Holder shall adhere to the following conditions in the operation of the Kiwi Creche:
  - a. Individual kiwi received as part of the Operation Nest Egg programme should be held until they reach at least 1000g, but no heavier than 1200g as per the Best Practice Manual.
  - b. No more than 12 kiwi may be held in the creche at any one time.

- c. The Authority Holder shall ensure that the ONE Incubation and Chick Rearing Best Practice Protocols <https://www.doc.govt.nz/Documents/conservation/native-animals/birds/operation-nest-egg-protocols.pdf> are adhered to when transferring chicks to a crèche site.
- d. Health and transmitter checks may be held no more than once a month for birds under 800g, and once every six weeks for birds between 800 to 1200g, as per the Kiwi Best Practice Manual, unless approval is provided to vary Best Practice by the Grantor.
- e. If there are health concerns that require more regular handling, the Authority Holder must discuss this with the Grantor through the Waikato District Office, with supporting information and evidence. The Grantor, through that office, will endeavour to review and respond (including providing any variation) within 3 business days to support ongoing kiwi welfare management.
- f. Every reasonable effort must be made to capture all kiwi and remove them from the southern enclosure at the conclusion of the Authorised Activity.

## 19. Kiwi Advocacy

- 19.1 For subadults: the Authority Holder may allow for up to 10 observers to attend health checks and transmitter changes at the frequency of monthly for kiwi weighing <800g, 6-weekly for kiwi weighing 800-1200g, and quarterly for kiwi weighing >1200g.
- 19.2 For adults: The Authority Holder may allow for up to 10 observers to attend health checks and transmitter changes at the frequency of no more than twice a year and outside the months of June to December.
- 19.3 Catching and handling must only occur for the purpose of husbandry, health or transmitter checks as part of a monitoring programme. Kiwi may not be caught or radio-tagged for the purpose of advocacy encounters, nor transported from point of capture for the purpose of showing them to visitors.

## 20. Kōkako

- 20.1 The Authority Holder should adhere to the instructions described in the current Kōkako Best Practice Manual of any **kōkako management and monitoring** activities. <https://www.doc.govt.nz/globalassets/documents/science-and-technical/TSOP19.pdf>

## 21. New species found on the Land

- 21.1 Should a new species be found, the Authority Holder must notify the Grantor within seven working days.

## 22. Deletions

- 22.1 The following standard terms and conditions in Schedule 2, are deleted: 5.1, 5.3, 8.1

# Schedule 4

	Common name	Scientific name
1	North Island Brown Kiwi	<i>Apteryx mantelli</i>
2	Hihi / Stitchbird	<i>Notiomystis cincta</i>
3	North Island Kokako	<i>Callaeas wilsoni</i>
4	South Island Takahe	<i>Porphyrio hochstetteri</i>
5	Tuatara	<i>Sphenodon punctatus</i>
6	Tieke / Saddleback	<i>Philesturnus rufusater</i>
7	Yellow Crowned parakeet	<i>Cyanoramphus auriceps</i>
8	Kererū	<i>Hemiphaga novaeseelandiae</i>
9	Tūī	<i>Prothemadera novaeseelandiae</i>
10	Miromiro / North Island Tomtit	<i>Petroica macrocephala toitoi</i>
11	Korimako / Bellbird	<i>Anthornis melanura</i>
12	Riroriro / Grey Warbler	<i>Gerygone igata</i>
13	Pipīwhararoa / Shining Cuckoo	<i>Chrysococcyx lucidus</i>
14	Toutouwai / North Island Robin	<i>Petroica longipes</i>
15	Pōpokatea / Whitehead	<i>Mohoua albicilla</i>
16	Titipounamu / North Island Rifleman	<i>Acanthisitta chloris granti</i>
17	North Island Kākā	<i>Nestor meridionalis septentrionalis</i>
18	Kakariki / Red-crowned parakeet	<i>Cyanoramphus novaezelandiae</i>
19	Piwakawaka / Fantail	<i>Rhipidura fuliginosa</i>
22	Duavacel's Gecko	<i>Hoplodactylus duvaucelii</i>
23	Forest Gecko	<i>Mokopirirakau granulatus</i>
24	Green Gecko	<i>Naultinus elegans</i>
25	Pacific Gecko	<i>Dactylocnemis pacificus</i>
26	Goldstripe Gecko	<i>Woodworthia chrysosiretica</i>
27	Cook Strait Striped Gecko	<i>Toropuku stephensi</i>
28	Copper Skink	<i>Oligosoma aeneum</i>
29	Striped Skink	<i>Oligosoma striatum</i>

## Schedule 5

	Common name	Scientific name
1	Silvereye	<i>Zosterops lateralis</i>

Released under the Official Information Act



# Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 71394-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 12 day of August 2022

## PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Maungatautari Ecological Island Trust (the Authority Holder)

## BACKGROUND

- A.** By an **Authorisation dated the 24 day of September 2020 (“the Authorisation”)** the Director-General of Conservation granted written authorisation under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Authorisation provides that, unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell, or otherwise transfer to any third party any wildlife, material.
- C.** The Authority holder seeks written authorisation to enable Operation Nest Egg (O.N.E) and has accordingly submitted a variation application dated 15 June 2022.
- D.** The Grantor hereby varies that Authorisation accordingly.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authorisation as follows:

- (i) To Schedule 1, clause 1, include following Activity:
  - e. to take the eggs of the absolutely protected wildlife referred to in Schedule 4(1) of the Authorisation for the sole purpose of distributing the eggs to an approved incubation facility within New Zealand in the context of O.N.E.
- (ii) To Schedule 3, following and after clause 22, add the heading:

23. Operation Nest Egg (O.N.E)
- (iii) To Schedule 3, under the heading Operation Nest Egg (O.N.E) include the following special conditions sub-clauses 23.1 – 23.11

- 23.1. Notwithstanding Schedule 3, clause 1.2 of the Authorisation, the Authority Holder may transfer eggs taken from kiwi within the predator proof fence at Maungatautari to approved incubation facilities for the sole purpose of O.N.E.
- 23.2. The Authority Holder must ensure that conducting Operation Nest Egg follows the **Department's Kiwi Best Practice Manual as provided online at:**  
(<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>)
- 23.3. Transfers are only authorised to incubation facilities that have a current Wildlife Act Authority to undertake that activity.
- 23.4. Only kiwi eggs and chicks collected from nests from the enclosures may be transferred to an incubation facility for hatching.
- 23.5. If required by the Grantor, the Authority Holder shall make improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the wildlife.
- 23.6. Birds released back should have a transponder inserted. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Department of Conservation, or are under the direct supervision of an accredited kiwi handler trainer.
- 23.7. The Authority Holder must not transfer kiwi exhibiting any sign of illness or abnormality
- 23.8. Kiwi subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
- 23.9. The Authority Holder must only release kiwi chicks from the incubation facility back to Maungatautari.
- 23.10. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the kiwi.
- 23.11. The Authority Holder must supply a report to the Grantor no later than 30 June of each year stipulating:
  - a. The Authority Number [71394-FAU];
  - b. Number of adults with transmitters
  - c. Number of eggs collected from wild from each adult male for season
  - d. Number of egg/chick deaths at incubation facility and reason why (if known)
  - e. Number of chicks released back
  - f. The location of the storage facility of any feathers collected and details of the genetic register
  - g. Any other issues or comments from the past season e.g. disease

The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

- (iv) To Schedule 3, following and after clause 23, add the heading:

**24. O.N.E Variation**

- (v) To Schedule 3, under the heading O.N.E Variation include the following sub-clause 24.1 –

24.1. This variation is only valid for one year from the approval date.

**2. Confirmation of other Authority Covenants**

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

SIGNED on behalf of the Grantor by Tinaka Mearns, Operations Manager, Waikato District Office acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Carisse Enderwick

Witness Occupation: Public Servant

Witness Address: Hamilton



A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act



## Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 72450-RES

**THIS AUTHORITY** is made this 11<sup>th</sup> day of December 2019

### PARTIES:

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)

AND

s9(2)(a)

(the Authority Holder): Universities of Exeter and Auckland

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53 and 41 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to section 3B of the Conservation Act 1987 and to the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Andrew Baucke, Director – Operations, Auckland Region

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Rebecca Rush

Witness Occupation: Senior Ranger / Supervisor, Community

Witness Address: 24 Wellesley St, Auckland

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

# SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Observe and record behaviour</li> <li>ii. Catch, hold temporarily, examine and measure (standard morphometrics)</li> <li>iii. Mark by way of banding</li> <li>iv. Take blood samples</li> <li>v. Take feathers</li> <li>vi. Take cloacal swabs and collect faeces.</li> </ul> <p>b. Species – Banded Rail (<i>Gallirallus philippensis assimilis</i>)</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Up to approximately 100 adult <u>birds</u> in total</li> <li>ii. Sampling <ul style="list-style-type: none"> <li>a. <u>Blood</u>: maximum of 300 microlitres per bird, no more frequently than monthly, from either tarsal or caudal vein.</li> <li>b. <u>Feathers</u>: approximately 3 to 4 body feathers and one tail feather will be taken from each bird on initial capture. Some birds may be <i>re-sampled</i> after a moult, so that diets in different ‘feather years’ can be compared.</li> </ul> </li> </ul> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. baited tomahawk traps set in a grid pattern.</li> <li>ii. Banding: 1x metal band and 4x colour bands per bird</li> <li>iii Sampling: as above</li> <li>iv Genetic testing in NZ, to enable sexing and relationship between individuals.</li> </ul> <p>e. Frequency –</p> <ul style="list-style-type: none"> <li>i. Island visits approximately monthly</li> <li>ii. Trapping for a maximum of 1 week during each visit</li> <li>iii. Likely maximum of 6 trips per year</li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Motu Kaikoura Scenic Reserve</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other persons authorised by s9(2)(a)</p>

4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 11 December 2019 and ending on and including 10 December 2022 (three years)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Hamilton Shared Services</p> <p>73 Rostrevor Street</p> <p>Hamilton 3240</p> <p>Phone 07 858 1000</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **6. What are the liabilities?**

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

## **7. What about compliance with legislation and Grantor's notices and directions?**

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

## **8. Are there limitations on public access and closure?**

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

## **9. When can the Authority be terminated?**

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.



- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**10. How are notices sent and when are they received?**

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**11. What about the payment of costs?**

- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**12. Biosecurity**

- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**13. Are there any Special Conditions?**

- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.



## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **Property of the Crown**

1. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### **Private land**

3. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### **Death of wildlife associated with activities covered by the authority**

4. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any banded rail should die, the Grantor's local representative(s) must be informed, and their instructions followed.

#### **Expectations of the public**

5. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
6. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites or facilities.
7. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Activity is taking place.

#### **Animal Ethics**

8. The Authority Holder will obtain a New Zealand Animal Ethics Committee consent to carry out the Authorised Activity. This Authority document is not valid or operative until that consent is obtained, and the Authority Holder's representative has read a copy of it. The ethics committee consent must not impose requirements on the Authority Holder that the Grantor does not support.

#### **Reporting**

9. The Authority Holder must provide an annual report to the Grantor containing a summary of research findings to date. These reports must be electronically forwarded to the Grantor at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) and [permissionshanilton@doc.govt.nz](mailto:permissionshanilton@doc.govt.nz) by 30 June each year, commencing in 2020. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

10. Within one month of the completion of the Authorised Activity or the termination of this Authority, the Authority Holder must forward a copy of all research findings, reports and publications to the Grantor electronically at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). The Authority Holder acknowledges that the Grantor may forward a copy of that Summary to affected iwi groups.
11. All reports referred to in sections 9 and 10 above must contain the following:
  - a. The Authority Number (72450-FAU), and
  - b. The total number of birds caught, the number recaptured and the number of samples of blood and feathers that have been taken
  - c. Research findings including but not restricted to, any injuries or deaths resulting from implementation of the Authorised Activity, observations of the ecology of this species, and any implications for conservation management.
12. All records shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

### **Wildlife health management**

13. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure. *Attach* [DOCDM-442078](#).
14. Any blood collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure. *Attach* [SOP DOCDM-531081](#)

### **Capture and handling**

15. The Authority Holder must ensure all handling, release and monitoring activities are undertaken according to standard best practice as used by DOC researchers working with wild banded rail.
16. All traps will be situated within cover and fitted with rain covers to provide additional shelter from rain. Traps will be closed if severe weather (hot or cold) is forecast; for example, in temperatures over 26 degrees. Any vegetation clearance required to install the traps must be extremely minor.
17. Traps will be checked when set at least every 6 hours, including once in the three hours after dawn and in the hour before dusk. Birds must not be left in traps all day.
18. One external tail feather can be **cut** from the back of the bird as long as tail feathers are not lost during capture. If that occurs then a tail feather lost during capture will be the sampled feather instead of one being cut.

### **General**

19. As well notifying Great Barrier Island DOC Office at [greatbarrier@doc.govt.nz](mailto:greatbarrier@doc.govt.nz) (as noted in Schedule 2, Section 2.3); the Authority Holder must also notify Motu Kaikoura Trust (email Trust Chair Rod Miller – [hellorodmiller@hotmail.com](mailto:hellorodmiller@hotmail.com)) at least one week in advance of undertaking the activity.
20. The Authority Holder must take all precautions to ensure weed and pest species are not introduced to the Land; this includes ensuring that all footwear, other clothing, packs and equipment used by the Authority Holder are cleaned and checked for pests before entering the Land.

21. The Authority Holder must comply with any other biosecurity standards and guidelines issued by the Aotea/Great Barrier Island District Office.
22. The Authority Holder shall remove all markers, stakes, traps, tape or other material used for the purposes of the Authorised Activity, before the conclusion of each visit to the island.
23. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".

### **Standard Banding Conditions**

- 24.1 A Level 3 bander (Thomas Bodey) certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision; but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. At times when neither Thomas Bodey or Kristal Cain are available, another L3 or L2 bander for NZ rails must be available to support the Authorised Activity.
- 24.2 The Authority *Holder* must undertake the Authorised Activity in accordance with the application received and the most recent edition of the NZ National Bird Scheme Bird Bander's Manual ("**The Bird Banding Manual**").
- 24.3 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 24.4 Colour banding is authorised, subject to prior approval by the Banding Office
- 24.5 Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at most within one week.
- 24.6 The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 24.7 A band taken off a bird for any reason, must NOT be used on another bird.
- 24.8 The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
- 24.9 Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.

### **Taking Blood**

- 25.1 The Authority Holder may take blood for the purposes of stable isotope analysis, sexing individuals and analysing relatedness between individuals.
- 25.2 No bird will be released until it is confirmed to have stopped bleeding from needle injury sites



25.3 Blood must not be taken in greater amounts than as per best practice.

25.4 Blood samples for genetic analysis will be analysed in NZ.

25.5 Where there is surplus blood (and/or surplus extracted DNA) after the Authorised activity is complete, this surplus material may be held. However, any new use for a purpose not covered by the original permit will require a new permit application, including transfer of material to another person, institute or researcher.

25.6 Prior to the submission for publication of any research results which the Authority Holder wishes to publish where the genomic structure of Wildlife as a species or other genetic aspects of the molecular make up of Wildlife is to be published; the Authority Holder will consult with the Grantor and have particular regards to the Grantor's expectations.

25.7 The Authority Holder will not without specific agreement from the Grantor Holder publish on any website or open access database; genomic or genetic code or data of Wildlife.

25.8 Any genetic sequencing data must be deposited in Genebank (an international register of gene sequences) within three months of completing the research. For more information refer to <http://www.ncbi.nlm.nih.gov/genbank/submit/>.

### **Myrtle Rust biosecurity**

26.1 The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

26.2 The Authority Holder and members of their team shall not leave vehicles or other equipment under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.

26.3 If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust while undertaking the Authorised Activity, they are not to touch the plant.

a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.

b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.

c. Do not touch or try to collect samples as this may increase the spread of the disease.

26.4 If the Authority Holder or members of their team believes they are in an infected area, all team members must decontaminate with SteriGENE as per below:

a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;

b. Tie and spray the outside of the bag;

c. Mist-spray other clothing being worn;

d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;

- e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

### **Kauri Dieback Disease biosecurity**

- 27.1 The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (*Phytophthora taxon agathis*) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, personal items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE solution before entering and when moving between areas where there are kauri.

### **Didymo**

- 28.1 The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.



## Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 72470-FAU

THIS AUTHORITY is made this 22 day of December 2020

### PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Buller Coal Limited (the Authority Holder)

### BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor: **AUTHORISES** the Authority Holder under Section 53(1) and 53(2)(a) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Suvi van Smit, Operations Manager, Buller acting under delegated authority

in the presence of:



Witness Signature

Witness Name: Bede Morrissey

Witness Occupation: Permissions Advisor

Witness Address: Level 1, John Wickliffe House, 265 Princes Street, Dunedin, 9016

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act



# SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods)  (Schedule 2, clause 2)	<div>a. Activity – <div>i. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species salvage. ii. to liberate absolutely protected wildlife. iii. to incidentally kill protected wildlife during the works, where the protected wildlife remain.</div> b. Quantity – as required c. Method – Catch alive by hand.</div>												
2.	The Land  (Schedule 2, clause 2)	<div>Conservation Area - Waimangaroa-Granity.  Specifically, five drilling sites each with a maximum footprint of no more than 150 m². The permitted drilling sites are: <table><tr><th>Drill site</th><th>Grid Reference (NZTM)</th></tr><tr><td>DC3</td><td>1503601, 5380530</td></tr><tr><td>DC4</td><td>1503686, 5380079</td></tr><tr><td>DC5</td><td>1502530, 5380961</td></tr><tr><td>DC6</td><td>1502825, 5380913</td></tr><tr><td>DC7</td><td>1502837, 5381027</td></tr></table></div>	Drill site	Grid Reference (NZTM)	DC3	1503601, 5380530	DC4	1503686, 5380079	DC5	1502530, 5380961	DC6	1502825, 5380913	DC7	1502837, 5381027
Drill site	Grid Reference (NZTM)													
DC3	1503601, 5380530													
DC4	1503686, 5380079													
DC5	1502530, 5380961													
DC6	1502825, 5380913													
DC7	1502837, 5381027													
3.	Personnel authorised to undertake the Authorised Activity  (Schedule 2, clause 3)	Suitably qualified Ecologists from MBC and/or OPUS.												
4.	Term  (Schedule 2, clause 4)	Commencing on and including 22 December 2020 and ending on and including 21 December 2022.												
5.	<b>Authority Holder's</b> address for notices  (Schedule 2, clause 8)	<div>The Authority Holder's address in New Zealand is: <div>s9(2)(a)</div></div>												
6.	<b>Grantor's address</b> for notices	<div>The Grantor's address for all correspondence is: Permissions Team Private Bag 3072</div>												

		Hamilton 3240  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation
  - 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
  - 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.
2. What is being authorised?
  - 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
  - 2.2 **The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.**
  - 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
  - 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
  - 2.5 The Authority Holder may publish authorised research results.
  - 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.
3. Who is authorised?
  - 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.
4. How long is the Authority for - the Term?
  - 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.
5. What are the liabilities?
  - 5.1 The **Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity**

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the **Grantor may become liable arising from the Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation and Grantor's notices and directions?
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
    - (a) the Authority Holder breaches any of the conditions of this Authority; or
    - (b) in **the Grantor's opinion, the carrying out of the Authorised Activity causes or is** likely to cause any unforeseen or unacceptable effects.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
    - (a) in the case of personal delivery, on the date of delivery;
    - (b) in the case of post, on the 3rd working day after posting;
    - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the **Authority Holder's details specified in Schedule 1, Item 5 change then the** Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material.

#### Death of wildlife associated with activities covered by the authority

2. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history.
3. The Authority Holder shall:
  - a) Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if longer than 24 hours to delivery.
  - b) Ensure appropriate measures are taken to minimise further deaths.
  - c) Inform the Grantor and discuss whether it is necessary to halt all further handling until full investigations of death(s) occur.
  - d) Pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species.

#### Transportation of any Wildlife

4. Transport of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).

#### Didymo

5. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s **"Check, Clean, Dry" cleaning methods** to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry" cleaning methods can be found at -** <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

#### Notification of drilling

6. The Authority Holder shall notify the Buller District Office ([paparoavc@doc.govt.nz](mailto:paparoavc@doc.govt.nz), 03 788 8008) at least one month prior to the drilling programme commencing, shown on a map and with GPS locations provided.

#### Reports and Results

7. The Authority Holder must report on all surveys for Powelliphanta sp., and lizards to the Buller Operations Manager. This must be provided at least annually via email ([paparoavc@doc.govt.nz](mailto:paparoavc@doc.govt.nz)).  
The information provided must include:

- a) survey area/location (including a map)
- b) general description of the vegetation in the survey area
- c) size of area surveyed
- d) dates and times of survey
- e) location of transects of survey tracks
- f) total time spent on the survey
- g) the number of people involved and the names of personnel
- h) number of *Powelliphanta* sp., lizards and protected invertebrates found and the GPS coordinates for each of these including the new location of relocated individuals
- i) weather conditions during the survey

#### Additional clause

8. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
“Or for any other reason that the Grantor may decide”.

#### Suitably qualified Ecologists

9. For surveys, handlings, and translocation, all field staff must be trained and directed by experienced and suitably qualified Ecologists approved by the Grantor.

#### Handling Conditions

10. All lizards must be handled carefully, with hands free from contaminants. Handling must be kept to an absolute minimum.
11. Two litre containers with perforated lids that allow airflow but not the animal to escape must be used to transport lizards. The containers must be clean and contain damp litter 60 mm deep (collected from where the lizard was located). Containers must be kept cool at all times.
12. All due care must be taken to minimise stress to lizards during capture and handling.
13. The release site(s) for salvaged lizards and snails will be at least 100 m away from the nearest drill site.



## SCHEDULE 4

### APPROVED SPECIES

Common Name	Scientific Name
Land snails	<i>Powelliphanta patrickensis</i>
Native lizards	<i>Naultinus tuberculatus</i> (McCann, 1955)
Native lizards	<i>Mokopirirakau granulatus</i> (Gray, 1845)

Released under the Official Information Act



## Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 72470-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 12<sup>th</sup> day of September 2022

### PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Buller Coal Limited (the Authority Holder)

### BACKGROUND

- A.** By an Authorisation dated the 12<sup>th</sup> day of September 2022 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

#### 1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Clause 4 of Schedule 1 is deleted and replaced with "Commencing on and including 22 December 2020 and ending on and including 31 December 2023."

#### 2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

#### 3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

s9(2)(a)



SIGNED on behalf of the Grantor by Jacob Fleming acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at 18-32 Manners Street, Wellington.



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 75254-FAU

**THIS AUTHORITY** is made this 20<sup>th</sup> day of August 2021

**PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)  
**AND**

**Boffa Miskell Limited** (the Authority Holder)

**BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

**OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Tahi Rangiawha, Operations Manager (Waikato) acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Paul Hardy

Witness Occupation: Community Ranger Waikato

Witness Address: 5 Northway St Te Rapa Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity - to catch alive, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for surveying, monitoring, species management and research purposes.</p> <p>b. Species</p> <ul style="list-style-type: none"> <li>i. Copper Skink <i>Oligosoma aeneum</i></li> <li>ii. Ornate Skink <i>Oligosoma ornatum</i></li> <li>iii. Speckled Skink <i>Oligosoma infrapunctum</i></li> <li>iv. Forest Gecko <i>Mokopirirakau granulatus</i></li> <li>v. Raukawa Gecko <i>Woodworthia maculate</i></li> <li>vi. Elegant Gecko <i>Naultinus elegans</i></li> </ul> <p>c. Quantity – as required for surveys</p> <p>d. Method - by methods described in the Herpetofauna inventory and monitoring toolbox <a href="http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/">http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/</a></p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>All locations within the Waikato Region as per Schedule 4 (excluding public conservation land. Subject to standard condition 2.3)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Persons nominated by the Authority Holder including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) s9(2)(a)</li> <li>(b) s9(2)(a)</li> <li>(c) All other suitably qualified Boffa Miskell Limited Staff and Field Assistants under the direct supervision of the above listed personnel as per Schedule 3 Clause 12.</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 September 2021 and ending on and including 31 August 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor's address</b></p>	<p>The Grantor's address for all correspondence is:</p>

	for notices	Permissions Team Level 4 73 Rostrevor Street Hamilton Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**



- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity** causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
  - 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
  - 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Authorised Activity is approved for private locations in the Waikato Region only as per Schedule 4 within the outlined area of the Conservation Board boundary. The Authorised Activity is not authorised for any Public Conservation Land or any land outside of Waikato Region as per Schedule 4.
2. All wildlife must be released in the same location it was caught and must not be transferred to and released at any other location.

#### Property of the Crown

3. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Handling of Lizards

5. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
6. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox, <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
7. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
8. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
9. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
10. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
11. The Authority Holder must only use methods to search for lizards that preserve habitat quality.

12. Lizards must only be handled by Personnel Authorised to Undertake this Activity listed in schedule 1(3), or under the direct supervision of the Authorised Personnel and in accordance with the conditions of this Authority. The Authority holder takes full responsibility of others carrying out the activity under their direct supervision.
13. The Authority Holder must not euthanise any wildlife. Euthanising any wildlife must only be done in accordance with the following:
  - a) the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains an authority from the Grantor to kill absolutely protected wildlife; or
  - b) a veterinarian recommends euthanasia on animal welfare grounds and carries out the euthanasia.
14. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include; but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.
15. If, during the authorised activities of catch, transfer or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk and >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor must be informed within 5 working days.

#### Reporting

16. The Authority Holder must provide the following information, and any research that has been undertaken, to the Grantor within one month of the conclusion of each survey:
  - a. Number and species of lizards found, and the GPS coordinates for each of these; and
  - b. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and
  - c. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to: <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>); and
  - d. Details in relation to the following:
    - i. Survey area/location;
    - ii. general description of the vegetation/habitat in the survey area;
    - iii. dates and times of survey;
    - iv. location of transects/survey tracks/survey effort;
    - v. total time spent on the survey;
    - vi. personnel involved; and
    - vii. weather conditions during the survey
17. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

18. All monitoring and trapping records must be made available for inspection at reasonable times by officers of the Grantor.

19. A new clause 2.2 is added to Schedule 2 to read as follows:

“Notwithstanding Schedule 2.2, the Authority Holder must contact the local office to inform the Grantor of the location where they intend to carry out the authorised activity, 10 days prior to carrying out the Authorised Activity.”

#### Biosecurity

20. The Authority Holder shall not knowingly transport any equipment that may contain or harbour Argentine ant without first undertaking suitable control measures to eliminate those ants.

#### Myrtle Rust

21. Myrtle rust is widely distributed across the North Island and in the north and west of the South Island.

22. The Authority Holder shall comply with the following:

- a. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust/>
- b. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
- c. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where Myrtaceae are part of the flora.
- d. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
  - i. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - iii. Do not touch or try to collect samples as this may increase the spread of the disease.

23. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:

- e. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
- f. Tie and spray the outside of the bag;
- g. Mist spray other clothing being worn;
- h. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;

- i. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.

24. The Authority holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

#### Iwi considerations

25. The authority holder shall contact Hauauru ki Uta RMC (within Ngati Maniapoto) before undertaking activities within their Rohe. This is to ensure iwi members are presented with the opportunity to attend survey works if desired. Hauauru ki Uta RMC can be contacted at: [takerei@xtra.co.nz](mailto:takerei@xtra.co.nz)

26. The authority holder shall contact Te Nehenehenui Maori Committee before undertaking activities within their Rohe. This is to ensure iwi members are presented with the opportunity to attend survey works if desired. Te Nehenehenui Maori Committee can be contacted at: [jean@tenehenehenui.org](mailto:jean@tenehenehenui.org)

27. Rohe areas of interest can be accessed at: <https://www.tkm.govt.nz/>

#### Termination

28. A new clause 7.1(c) is added to Schedule 2 to read as follows:

**“Or any other reason that the Grantor may decide.”**

## SCHEDULE 4

### Location Map







## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 75380-CAP

**THIS AUTHORITY** is made this 22<sup>nd</sup> day of September 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a)

(the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2)(a) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jenny Nelson-Smith, Operations Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Chris Wootton

Witness Occupation: Snr Range Community

Witness Address: 59 Marine Parade Napier

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity – i. To obtain alive and have in possession absolutely protected wildlife for insurance purposes.</p> <p>b. Species – i. Duvaucel's Gecko (<i>Hoplodactylus duvauceli</i>).</p> <p>c. Quantity – i. Maximum amount of up to 10 Gecko.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 22 September 2020 and ending on and including 21 September 2023.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation – Hamilton Office Level 4, 73 Rostrevor Street, Hamilton Central, Hamilton 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the liabilities?**

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**6. What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**7. When can the Authority be terminated?**

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**8. How are notices sent and when are they received?**

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**9. What about the payment of costs?**

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**10. Are there any Special Conditions?**

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**11. Can the Authority be varied?**

- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The Authority Holder may transfer the wildlife, and progeny thereof, in their possession to any person only if that person holds a current wildlife act authorisation issued by the Department of Conservation to obtain such species from the Authority Holder and to hold them captive.
5. The wildlife and their progeny must not be released into the wild unless directly instructed by the Grantor, and in accordance to an approved translocation proposal.
6. The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to other parties subject to the following conditions:

Transfer is only permitted where:

- a. the other person holds an Authority to keep the protected species in captivity as per Schedule 3 clause 4; or
- b. the transfer is to a DOC facility.

7. The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
8. The Authority Holder must give consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
9. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
10. The Grantor may recover costs of inspections from the Authority Holder.
11. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):

- a. transferring lizards for breeding programmes,
- b. making available individuals for release, and

c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.

12. If any wildlife should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Wildlife enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
14. Wildlife and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
15. Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
16. Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
17. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
18. The Authority holder is responsible for managing numbers of animals to ensure that no more are held than that which is set out in Schedule 1 1.c and that can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
19. If the Authority Holder has more than the authorised amount of lizards in their possession, the Authority Holder must ensure that any surplus animals bred can be placed with other Authorised Holders.
20. The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be made available for inspection at all reasonable times by officers of the Grantor and must be included in the Annual Report as per Schedule 3 clause 21.
21. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year. This report must be submitted electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). It is acknowledged that this report may be forwarded to tangata whenua.
22. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.
23. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Co-ordinator.



24. Where Authority Holders deviate from best practice recommendation, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.
25. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
26. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.
27. A new sub-clause is added at Schedule 2 clause 7.1 which reads:  
“(c) or for any other purpose the Grantor decides”.

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 75514-CAP

**THIS AUTHORITY** is made this 8<sup>th</sup> day of October 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Andrew Graeme Lowe** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2)(a) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

of the Grantor by Jenny Nelson-Smith, Operations Manager, Hawkes Bay  
ing under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name:

Chris Wootton

Witness Occupation:

Snr. Ranger  
Community

Witness Address:

59 Marine Parade  
Napier

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity – i. to obtain alive absolutely protected wildlife and to have such wildlife in the Authority Holder's possession for advocacy and educational purposes.</p> <p>b. Species – i. Duvaucel's Gecko (<i>Hoplodactylus duvaucelii</i>).</p> <p>c. Quantity – i. maximum amount of up to 15 gecko of the species listed in schedule 1.1.b.</p> <p>d. Method – i. by way of transfer from an existing Authority Holder who is authorised to transfer the Gecko.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b. Any other person under the direct supervision of s9(2)(a) including but not limited to:</p> <p>i. s9(2)(a)</p> <p>ii.</p> <p>iii.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 8 October 2020 and ending on and including 7 October 2023.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the liabilities?**

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability

which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**6. What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**7. When can the Authority be terminated?**

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**8. How are notices sent and when are they received?**

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**9. What about the payment of costs?**

- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**10. Are there any Special Conditions?**

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**11. Can the Authority be varied?**

- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Authority Holder consents to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
2. The protected species and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal. The Authority Holder may, only transfer or receive the protected species or their progeny to or from another Authority Holder if:
  - a. the other person holds an Authority to keep the protected species in captivity; and
  - b. the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
  - c. the transfer is to or from a DOC facility
3. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Coordinator and written permission of the Grantor.
4. The Authority Holder must adhere to, and is required to operate under, a programme outline, husbandry manual and advocacy plan that has been approved by the Grantor for the protected wildlife.
5. All breeding must be managed to ensure over population is prevented.
6. If the protected species is held on public display, the Authority Holder must follow the Grantor-approved Programme Outline and Advocacy Plan for the protected species.
7. The Authority Holder must keep detailed records of the lizards held which include:
  - a. original wild source location
  - b. location of previous holding facility and holder
  - c. parentage including generations in captivity and relatedness
  - d. births of any lizards including identification of offspring,
  - e. mass at least once per year
  - f. snout to vent length at least once per year
  - g. deaths and details of any exchange of wildlife with other holders.



These records are to be available for inspection by officers of the Grantor at all reasonable times. The Authority Holder must retain these records for 10 years.

8. The Authority Holder must supply an electronic report to the Grantor which includes the following information:

- a. Number of advocacy encounters undertaken
- b. A list of individual lizards used and encounter dates
- c. Number of people that participated in an advocacy encounter
- d. How much money overall was raised/donated in relation to carrying out the authorised activity
- e. How the funds were used and an account for all the donations received in relation to the authorised activity
- f. Any conservation outcomes achieved as a result of the advocacy encounter

The Authority Holder acknowledges that the Department may send a copy of this report to tangata whenua.

9. The Authority Holder must forward to the Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30<sup>th</sup> October in each year, a copy of the records and electronic report set out in Schedule 3 Clause 7 and Schedule 3 Clause 8 in the format as provided by the Captive Coordinator and/or Grantor. These annual documents must be forwarded to the Grantor electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [napiers@doc.govt.nz](mailto:napiers@doc.govt.nz).

10. The Authority Holder must immediately notify the Grantor of the death, escape or disappearance of any species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.

11. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.

12. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):

- a. transferring lizards for breeding programmes, and
- b. making available individuals for release, and
- c. maintaining a working relationship with DOC staff, other holders and whānau/hāpu/iwi.

13. The Authority Holder must follow the directions of the DOC appointed Captive Co-Ordinator (if any).
14. The species must not be housed with any other species.
15. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations or species occurs.
16. A new subclause is added to Schedule 2 Clause 7.1 which reads  
“(c) or for any other purpose the Grantor decides”
17. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

Released under the Official Information Act



## Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 75617-FAU

**THIS AUTHORITY** is made this 8<sup>th</sup> day of July 2020

### **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation**  
(the Grantor)

**AND**

**East Taranaki Environment Trust** (the Authority Holder)

### **BACKGROUND:**

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953, and **PERMITS** the Authority Holder pursuant to section 49 and 50 of the Reserves Act 1977; subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Dan Heinrich, Director Operations, Hauraki Waikato Taranaki Region acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Penny Loomb

Witness Occupation: Personal Assistant

Witness Address: 73 Rostrevor Street, Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

#### SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Catching and handling western brown kiwi, taking feather samples And attach transmitters to a maximum of 10 kiwi
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: Pouiatua Conservation Area (70018) Ngatoro Conservation Area (70434) Whetu Conservation Area (70435) Mataua Conservation Area (70436) Tarawai Conservation Area (70427) Purangi Scenic Reserve (70515) Waitara River Number 3 Marginal Strip (70901) and  Privately-held land (subject to approval from those parties)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	The Authority Holders employees, contractors or, agents - The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
4.	Term (Schedule 2, clause 4)	Commencing on 1 June 2020 and ending on and including 31 May 2023
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<b>The Authority Holder's</b> address in New Zealand is: s9(2)(a) [Redacted] [Redacted] [Redacted] [Redacted]
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> The Permissions Manager Level 4 73 Rostrevor Street Hamilton 3204 Phone: 07 8581000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 **The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.**
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 **The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).**
- 5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

- 6.1 The Authority **Holder agrees to exercise the Authority at the Authority Holder's own risk and** releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder's exercise** of the Authorised Activity.
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may **become liable arising from the Authority Holder's** exercise of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and **Grantor's notices and directions**?

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the **Grantor's opinion, the carrying out of** the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

10. How are notices sent and when are they received?

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by prepaid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;



- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 **If the Authority Holder's details** specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
- 11. What about the payment of costs?
  - 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
- 12. Biosecurity
  - 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
- 13. Are there any Special Conditions?
  - 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 14. Can the Authority be varied?
  - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. Kiwi (live and/or dead) are not to be transferred to any other institutions or location, outside of those specified in this authority. A separate authority will be required in conjunction with the consent of the Director General of Conservation or his delegate.

#### Variations

2. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions team where the original authorisation was processed.

#### Private land

3. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### Euthanasia

4. The Authority Holder must not euthanize any wildlife. The Authority Holder must obtain the recommendation of a suitably qualified veterinarian. Once consent is obtained, only a veterinarian experienced in kiwi euthanasia can conduct the euthanasia.

#### Track markers

5. The Authority Holder must remove all track markers, flagging tape or other material used at the catching and/or release areas for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.

#### Biosecurity General

6. The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

#### Didymo

7. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s **"Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*)** and other freshwater pests when moving between waterways. **"Check, Clean, Dry" cleaning methods** can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

#### Handling Kiwi

8. The Authority Holder must ensure all catching, handling, transfer, release, monitoring and advocacy activities are undertaken according to the Kiwi (*Apteryx* spp.) Best Practice Manual (<https://www.kiwiforkiwi.org/kiwipractionioners/wp-content/uploads/2017/09/Kiwi-Best-Practice-Manual.pdf>)
9. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group or are under the direct supervision of an accredited kiwi handler trainer as per the Kiwi (*Apteryx* spp.) Best Practice Manual.

10. No manipulation or handling of the protected wildlife other than for husbandry and welfare purposes is authorised without prior approval from the department.

#### Transmitter attachment

11. This Authority permits the Authority Holder to use transponders and transmitters, following the Kiwi Best Practice Manual, in accordance with Regulation 38 of the Wildlife Regulations 1955.
12. Transmitters may be attached to up to 10 adult kiwi. The transmitter and attachment must weigh no more than 25g for kiwi weighing >1200g. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities.
13. The Authority Holder must ensure that all handlers who insert transponders and/or attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Kiwi Best Practice Manual.
14. If any protected wildlife dies the Authority Holder must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, with full details of origin, date of death and circumstances of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
15. During the Authorised Activity, any individuals found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
16. Every reasonable effort must be made to capture and remove transmitters from all western brown kiwi at the expiry of the permit.

#### Advocacy

17. The Authority Holder may allow for up to 10 observers to attend health checks and transmitter changes at the frequency of checks outlined in the current Kiwi Best Practice Manual, as well as follow the advocacy guidelines as outlined in the Kiwi Best Practice Manual.
18. The Authority Holder consents audits being undertaken, to inspect the protected species, and adherence to the advocacy and welfare plans. The Authority Holder must comply with any directions of the auditor and provide reasonable assistance to the auditor to undertake the inspection. The Grantor may recover costs of audits from the Authority Holder.
19. The Grantor may at any time terminate this Authority or may at any time review and/or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.
20. The Authority Holders must apply for a renewal of this Authority at least 3 months before its expiry.

#### Reports

21. The Authority Holder must supply a report to the Grantor by 30 June of each year stipulating
  - a. Any kiwi death and cause of death
  - b. Breeding attempts and successes noted
  - c. Number of advocacy encounters undertaken
  - d. A list of individual birds used and encounter dates
  - e. Number of people that participated in an advocacy encounter
  - f. Any direct benefits to conservation noted as a result of the advocacy encounter
    - directly to the project/kiwi or
    - as reported by the visitor in post-visit reflection
  - g. any other information as required by the Grantor each year

22. The Authority Holder acknowledges that the Grantor will provide copies of the reports to tangata whenua
23. Regular communication is required with regard to the locations and numbers of transmitted birds, release and capture events and general progress with operations.
24. This authority may be revoked without prior notice by the Grantor if any of the conditions contained in this document are breached or for any other reason that the Grantor may decide.

#### Holding of specimens

25. The Authority Holder must only collect pin feathers.

#### Myrtle Rust Biosecurity

26. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
27. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
28. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.
29. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
  - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - c. Do not touch or try to collect samples as this may increase the spread of the disease.
30. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:
  - a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
  - b. Tie and spray the outside of the bag;
  - c. Mist spray other clothing being worn;
  - d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
  - e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
31. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.



# Wildlife Act Authority for wildlife located on public conservation land and private land

Authorisation Number: 76748-FAU

**THIS AUTHORITY** is made this 21st day of December 2021

## **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)

**AND**

**Wildland Consultants Limited** (the Authority Holder)

## **BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Sections 53 of the Wildlife Act 1953

**AUTHORISES** the Authority Holder pursuant to sections 5 / 51A/of the National Parks Act 1980

**PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987

**PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart Director Planning Permissions and Land (acting) acting under delegated authority

in the presence of:

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	<p>Activity: Catch alive, handle, and trap the species listed below where encountered during herpetological surveys.</p> <p>Species:</p> <ul style="list-style-type: none"> <li>i. Dactylocnemis spp.,</li> <li>ii. Hoplodactylus spp.,</li> <li>iii. Mokopirirakau spp.,</li> <li>iv. Naultinus spp.,</li> <li>v. Toropuku spp.,</li> <li>vi. Tukutuku spp.</li> <li>vii. Woodworthia spp.,</li> <li>viii. Oligosoma spp</li> </ul> <p>Method: Lizards will be captured through the use of pitfall traps, g-minnow traps, Onduline ACOs, closed-cell foam covers, day searching and night spotlighting.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>All non-public conservation land in the Northern South Island and Western South Island Operation regions and</p> <p>The Public Conservation areas administered by the Department of Conservation listed in Schedule 4</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Any suitably trained field technicians and volunteers under supervision of above personnel</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 January 2022 and ending on and including 31 December 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the obligations to protect the environment?**

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **6. What are the liabilities?**

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses, and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

## **7. What about compliance with legislation and Grantor’s notices and directions?**

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

## **8. Are there limitations on public access and closure?**

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

## **9. When can the Authority be terminated?**

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor’s opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**10. How are notices sent and when are they received?**

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**11. What about the payment of costs?**

- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**12. Biosecurity**

- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs, and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**13. Are there any Special Conditions?**

- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Collection / Removal of material

1. No material is to be collected or removed from the survey sites.

#### Variations

2. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions team where the original authorisation was processed.

#### Private land

3. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### Entry Permits

4. Entry permits are to be obtained by the relevant District Office prior to entering Public Conservation Land where such permits are required.

#### Searching, Catching & Handling

5. Any action taken under this authority must form part of an ecological assessment, survey, or course of research.
6. Before any action is taken under this authority, the Operations Manager(s) of the Department of Conservation are to be contacted and advised of the timing and location of the proposed fieldwork.
7. The Authority Holder must obtain landowner permission before entering any private land and undertaking research at these locations.
8. The permit holder must follow procedures advised by the Department of Conservation, Operations Managers to prevent the introduction of disease, pests, insect or weed species when accessing any site.
9. The Authority Holder will ensure that all field equipment is washed clean and sterilised with Virkon or Trigene and uncontaminated by dirt, animal, or plant material prior to entering the site and if it has come into contact with wildlife, sterilised with anti-viral solutions. Equipment must be sealed in containers so both the Authority Holder and DOC can be certain it is free of pests and invertebrates. Boots and clothes must be completely free of mud and seeds.
10. The Authority Holder shall follow strict hygiene procedures to prevent disease spread and use only non-destructive search methods. In this regard, any instruments that come in contact with the lizards and/or are used to collect or measure lizards are sterilised every time after use. A separate plastic bag is to be used for each animal. All gear should be thoroughly cleaned and dried from one site to the next.
11. Lizards must only be handled by people who are appropriately trained and experienced in lizard capture and handling, or under direct supervision of someone who is.

12. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal and are in line with best practise.
13. If pitfall traps are used, they must be covered to protect lizards from exposure and minimise stress. A small amount of damp leaf litter should be placed in the bottom to provide hiding places and reduce the risk of desiccation. The bottom of pit-fall traps must be perforated to allow drainage of water. Pitfall traps may be baited and must be checked at least every 24 hours.
14. Funnel traps shall be furnished with material to provide retreat from predators, and that provides shading and/or protection from weather conditions. Shading and protection from weather shall be provided over the entire trap. Funnel traps must be checked at least every 24 hours.
15. If any mortality is detected during capture events, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.
16. Animals must be handled as carefully as possible, but if any animal should die or is found dead, the Authority Holder shall contact the relevant Operations Manager immediately for further instructions.
17. The Authority Holder must not impact on any other absolutely protected wildlife, or any other research or management activities at a site.
18. Capture and handling of lizards must use techniques that minimise the risk of infection or injury to the animal.
19. The Authority Holder shall adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus. Current hygiene protocols will be provided to the Authority Holder by the relevant District Office when contacted in advance of intended survey/research visit.

### **Reporting**

20. A report is to be submitted in writing to the Director-General of Conservation, c/- Permissions Private Bag 3072, Hamilton 3240 by 01 July each year for the life of this permit, detailing the work undertaken over the course of the year.
21. The Authority Holder shall submit completed Amphibian and Reptile Distribution System (ARDS) cards (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) to DOC, C/- Herpetofauna, PO Box 10420, Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetofauna sightings and captures. ARDS cards are to be submitted within 1 month of the sighting or capture.

### **Dead specimens**

22. The Authority Holder must notify the relevant District Office should it find dead rare specimens.

**Death of wildlife associated with activities covered by the authority**

23. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://intranet/our-work/biodiversity-and-natural-heritage/threatened-species/nz-threat-classification-system/> ) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history.

24. The Authority Holder shall:

- Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if longer than 24 hours to delivery.
- Ensure appropriate measures are taken to minimise further deaths.
- Inform the Grantor and discuss whether it is necessary to halt all further handling until full investigations of death(s) occur.
- Pay for any costs incurred in investigation of the death of any lizards.

**Euthanasia**

25. s9(2)(a) are authorised to euthanise injured lizard(s) where necessary. Other Authorised Personnel listed under Schedule 1(3) may euthanise lizards on recommendation from s9(2)(a) or a veterinarian.

**Track markers**

26. The Authority Holder shall remove all track markers, flagging tape or other material used at the catching and/or release areas for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.

**Expectations of the public**

27. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
28. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks, or facilities.
29. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

**Stakeholders**

30. The Authority Holder must inform the respective District Office's Operations Manager at least one (1) week prior to commencing the Authorised Activity.
31. The Authority Holder must identify the relevant tangata whenua groups and undertake consultation with iwi at least 10 days prior to commencing the activity in the Location and provide information about the activity proposed and where it is to be carried out. The Authority Holder must contact the respective District Office for iwi contact details.

**Biosecurity General**

32. The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres,



- footwear, gaiters, packs, and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
33. The Authority Holder must obtain permission for access to any offshore islands from the local DOC Operations Manager.

### Didymo

34. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

### Heritage Conditions

35. The Authority Holder will check for any known heritage values and/or archaeological sites and demonstrate how this has been done before undertaking any invasive survey work. <https://www.heritage.org.nz/the-list>
36. The Authority Holder will not undertake soil disturbance (i.e., pitfall traps) in areas with known heritage and/or archaeological sites, without consulting an archaeologist and/or obtaining a Heritage New Zealand Pouhere Taonga authority. This includes sites advised by the district office as having heritage or archaeological values.
37. The Authority Holder will take all reasonable steps to ensure heritage and archaeological sites are not disturbed or damaged.

### Accidental Discovery Protocol

38. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on Public Conservation land and private land while undertaking the Authorised Activity. In the event that archaeological sites or other features with heritage values are found:
- Work must cease immediately until further notice and advice must be sought from the Grantor;
  - If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
  - If it is an archaeological site relating to Māori activity, then local iwi must be contacted and their advice sought;
  - If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
  - If it is human remains the New Zealand Police should also be notified.
  - In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Authority Holder must not recommence work until permitted to do so by the Grantor.

### Picton Office Conditions



39. All personnel visiting closed islands in the Marlborough Sounds must go through a formal quarantine procedure led by Picton DOC staff. To arrange notify the Picton Office with a minimum of 14 days' notice.
40. An Access permit must be obtained for any closed island, listing all personnel going on the island. The Permit must be requested no less than 14 days prior to going on the island.
41. The Department has the right to refuse access due to fire risk, biosecurity risk or other management purposes.
42. For access on Te Pakeka Maud Island the access permit will be dependent on obtaining approval from Ngati Kuia, and for Takapourewa access will be dependent on obtaining approval from Ngati Koata. This approval must be provided to the Picton DOC Office when requesting an access permit.

Released under the Official Information Act

## SCHEDULE 4

### LIST OF PUBLIC CONSERVATION LAND

Abel Tasman National Park	Conservation Area - Abut Head
Abut Head Scenic Reserve	Conservation Area - Aorere Goldfields
Allports Island Scenic Reserve	Conservation Area - Aorere River
Aniseed Valley Recreation Reserve	Conservation Area - Arahura River Mouth
Aniseed Valley Scenic Reserve	Conservation Area - Arapito
Aorere Caves Recreation Reserve	Conservation Area - Arawhata
Arapawa Island Scenic Reserve	Conservation Area - Ballarat
Arnold River Scenic Reserve	Conservation Area - Barrytown Flat
Arorangi Scenic Reserve	Conservation Area - Basin Road
Arthur's Pass National Park	Conservation Area - Batty Creek
Atbara-Nile Ecological Area	Conservation Area - Bell Hill
Back Creek Swamp Wildlife Management Reserve	Conservation Area - Bell Hill Farm
Bay Of Many Coves Scenic Reserve	Conservation Area - Bennett Creek
Bell Hill - Granite Hill Ecological Area	Conservation Area - Berlins Bluff
Berlins Bluff Ecological Area	Conservation Area - Big Bolton
Big Bay Scenic Reserve	Conservation Area - Birchfield
Big Bush Conservation Area	Conservation Area - Birchfield East Wetland
Birchfield/Kuneoteraki Wildlife Management Reserve	Conservation Area - Blackwater Creek - Souters Creek
Blackwater River Ecological Area	Conservation Area - Blairich
Blackwood Bay Scenic Reserve	Conservation Area - Blue Duck Creek
Blind River Recreation Reserve	Conservation Area - Blue Rock Creek
Blumine Island Scenic Reserve	Conservation Area - Blue Slip
Bobs Knob Scenic Reserve	Conservation Area - Blue Spur
Boulder Bank Scenic Reserve	Conservation Area - Blue Spur Range
Boundary Creek Scenic Reserve	Conservation Area - Blue Spur Road
Brooklyn Bay Scenic Reserve	Conservation Area - Boatman Creek - Caplestone
Brooklyn Scenic Reserve	Conservation Area - Boulder Creek
Brothers Islands (South Group) Nature Reserve	Conservation Area - Braeburn Track
Bulwer Scenic Reserve	Conservation Area - Brunner Forest
Cable Bay Recreation Reserve	Conservation Area - Buller River Mouth
Camelback Scenic Reserve	Conservation Area - Bullock Creek Farm
Canaan Downs Scenic Reserve	Conservation Area - Butlers
Cannibal Cove Scenic Reserve	Conservation Area - Camelback
Cape Lambert Scenic Reserve	Conservation Area - Camp Creek
Card Creek Ecological Area	Conservation Area - Canoe Creek
Chance Penguin & Fairy Bays Scenic Reserve	Conservation Area - Cape Foulwind beach
Chetwode Island Nature Reserve	Conservation Area - Cape Foulwind Farm
Coal Creek Ecological Area	Conservation Area - Cape Soucis
Coal Creek Scenic Reserve	Conservation Area - Charleston
Coal Creek Wildlife Management Reserve	Conservation Area - Chesterfield
Conservation Area - Chesterfield	Conservation Area - Chesterfield

Conservation Area - Cockeye Creek - Cockabulla Creek	Conservation Area - Cockeye Creek - Cockabulla Creek
Conservation Area - Cook River	Conservation Area - Cook River
Conservation Area - Cook River to Haast River	Conservation Area - Cook River to Haast River
Conservation Area - Costello Hill	Conservation Area - Costello Hill
Conservation Area - Crooked River	Conservation Area - Crooked River
Conservation Area - Deep Creek	Conservation Area - Deep Creek
Conservation Area - Dillmanstown	Conservation Area - Dillmanstown
Conservation Area - Docherty Creek	Conservation Area - Docherty Creek
Conservation Area - Doctor Bay	Conservation Area - Doctor Bay
Conservation Area - Doughboy Road	Conservation Area - Doughboy Road
Conservation Area - Drummonds Road Baton River	Conservation Area - Drummonds Road Baton River
Conservation Area - Dry Weather Road Glenhope	Conservation Area - Dry Weather Road Glenhope
Conservation Area - Duffers Creek	Conservation Area - Duffers Creek
Conservation Area - Eighty Eight Valley Road	Conservation Area - Eighty Eight Valley Road
Conservation Area - Eleven Mile Creek	Conservation Area - Eleven Mile Creek
Conservation Area - Elfin Bluff	Conservation Area - Elfin Bluff
Conservation Area - Ex Harbour Board Endowment, Sewell Peak	Conservation Area - Ex Harbour Board Endowment, Sewell Peak
Conservation Area - Fairdown	Conservation Area - Fairdown
Conservation Area - Ferny Gair	Conservation Area - Ferny Gair
Conservation Area - Fireball Creek	Conservation Area - Fireball Creek
Conservation Area - Flaxbourne River	Conservation Area - Flaxbourne River
Conservation Area - Flemings Road Seddon	Conservation Area - Flemings Road Seddon
Conservation Area - Fletcher Creek	Conservation Area - Fletcher Creek
Conservation Area - Four Mile River	Conservation Area - Four Mile River
Conservation Area - Four Rivers Plain	Conservation Area - Four Rivers Plain
Conservation Area - Fox River	Conservation Area - Fox River
Conservation Area - Frank Stream	Conservation Area - Frank Stream
Conservation Area - German Gully	Conservation Area - German Gully
Conservation Area - Glazebrook	Conservation Area - Glazebrook
Conservation Area - Grassmere Beach	Conservation Area - Grassmere Beach
Conservation Area - Hackett	Conservation Area - Hackett
Conservation Area - Hapuku River	Conservation Area - Hapuku River
Conservation Area - Higgins Bluff Maruia	Conservation Area - Higgins Bluff Maruia
Conservation Area - Ianthe Forest	Conservation Area - Ianthe Forest
Conservation Area - Kahutara River	Conservation Area - Kahutara River
Conservation Area - Kaniere Farm	Conservation Area - Kaniere Farm
Conservation Area - Kapitea Creek	Conservation Area - Kapitea Creek
Conservation Area - Karamea Estuary	Conservation Area - Karamea Estuary
Conservation Area - Karamea Riverbed	Conservation Area - Wanganui Forest
Conservation Area - Kawhaka Forest	Conservation Area - White Cliffs
Conservation Area - Kelly Creek	Conservation Area - Woodpecker Bay
Conservation Area - Kimberley Creek	Conservation Area - Woolhouse Creek
Conservation Area - Kongahu	Conservation Area- Puramahoi

Conservation Area - Korere-Tophouse Road	Conservation Area -Taipare Bay
Conservation Area - Kowhai Riverbed	Conservation Land - Compensation Run
Conservation Area - Lake Arthur	Conservation Park - Onekaka River
Conservation Area - Lake Mudgie	Cooper Point Scenic Reserve
Conservation Area - Leatham River	Crail Bay Historic Reserve
Conservation Area - Little Totara River	Crooked River Scenic Reserve
Conservation Area - Rainbow Run	Deep Bay Scenic Reserve
Conservation Area - Rapahoe	Dieffenbach Point Scenic Reserve
Conservation Area - Red Hills	Doctor Hill Ecological Area
Conservation Area - Red Jacket Creek	Dry River Scenic Reserve
Conservation Area - Roto Road	D'Urville Island Scenic Reserve
Conservation Area - Ruffe Creek, Shenandoah	East Takaka Scenic Reserve
Conservation Area - Runanga	Edgecombe Point Scenic Reserve
Conservation Area - Seddonville	Elie Bay Scenic Reserve
Conservation Area - Seven Mile Creek	Esplanade Reserve - Delaware Bay
Conservation Area - Sewell Peak	Eves Valley Scenic Reserve
Conservation Area - Shedwood Bush	Farewell Spit Nature Reserve
Conservation Area - Shenandoah	Ferndale Scenic Reserve
Conservation Area - Shenandoah River	Flagstaff Ecological Area
Conservation Area - Shenandoah Saddle	Fletcher Creek Ecological Area
Conservation Area - Stockton	Four Mile Scenic Reserve
Conservation Area - Symonds Bay	French Pass Scenic Reserve
Conservation Area - Tadmor	Fry Scenic Reserve
Conservation Area - Taramakau River / Otira River	Fyffe Palmer Scenic Reserve
Conservation Area - Ten Mile Creek	Garne and Savill Bays Scenic Reserve
Conservation Area - Totara - Mikonui Forests	Gillows Dam Wildlife Management Reserve
Conservation Area - Utopia Road	Glasseye Creek Ecological Area
Conservation Area - Waiho Flat	Glenhope Scenic Reserve
Conservation Area - Waiho River	Golden Point Scenic Reserve
Conservation Area - Waima Hills	Goodwin Bay Scenic Reserve
Conservation Area - Waimangarara River	Goose Bay-Omihi Scenic Reserve
Conservation Area - Waimangaroa - Granity	Government Purpose Reserve - Wildlife Management - Jones Creek
Conservation Area - Waimangaroa River Mouth	Government Purpose Reserve - Wildlife Management - Lake Haupiri
Conservation Area - Wainui River	Government Purpose Reserve - Wildlife Management - Okarito Lagoon
Conservation Area - Wainui Road	Granity Wetland Conservation Area
Conservation Area - Waitaha Forest	Grants Lookout Scenic Reserve
Conservation Area - Waitangi Forest	Grazing Licence - Clarence River - Murray
Conservation Area - Waitangitaona River Mouth	Grove Scenic Reserve
Conservation Area - Wanganui / Otira Catchments	Hanson Winter Scenic Reserve
Conservation Area - Wanganui Forest	Hapuku Scenic Reserve
Howard Conservation Area	Hooker / Landsborough Wilderness Area
Ianthe Scientific Reserve	Lochmara Bay Scenic Reserve
Inangahua Landing Scenic Reserve	Long Island Scenic Reserve

Isolated Hill Scenic Reserve	Longford Scenic Reserve
Iwituaroa Scenic Reserve	Lower Buller Gorge Scenic Reserve
Jacobs Bay Scenic Reserve	Mahakipawa Hill Scenic Reserve
John Chaytor Family Scenic Reserve	Mai Mai Scenic Reserve
Jordan Stream Scenic Reserve	Marfells Beach Recreation Reserve
Ka Whata Tu o Rakihouia Conservation Park	Marginal Strip - Carters Beach
Kahikatea Scenic Reserve	Marginal Strip - Greenburn River
Kahurangi National Park	Marginal Strip - Lawson Creek
Kaihoka Lakes Scenic Reserve	Marginal Strip - Limestone Bay Tarakohe
Kaipupu Point Scenic Reserve	Marginal strip - Tasman Sea, Barrytown
Kaiuma Bay Scenic Reserve	Marginal Strip - Waima (Ure) River
Kaka Scenic Reserve	Marginal Strip - Waimea Creek, Awatuna
Kakapotahi Ecological Area	Matakitaki Bridge Scenic Reserve
Karamea Bluff Ecological Area	Matakitaki South Conservation Area
Karamea River Scenic Reserve	Matakitaki West Conservation Area
Katoa Point Scenic Reserve	Mawheraiti Scenic Reserve
Kenepuru Sound Scenic Reserve	McKee Memorial Scenic Reserve
Kenny Isle Scenic Reserve	Minehan Scenic Reserve
Kokorua Open Scientific Reserve	Mirfin Scenic Reserve
Kongahu Swamp Wildlife Management Reserve	Moana Scenic Reserve
Kumutoto Scenic Reserve	Molesworth Recreation Reserve
Lake Arthur Scenic Reserve	Momorangi Bay Scenic Reserve
Lake Brunner Scenic Reserve	Mosquito Creek Scenic Reserve
Lake Hanlon Amenity Area	Motuanauru Scenic Reserve
Lake Ianthe Scenic Reserve	Motuara Island Scenic & Historic Reserve
Lake Kaniere Scenic Reserve	Motueka Sandspit
Lake Mahinapua Scenic Reserve	Mount Aspiring National Park
Lake Matiri Conservation Area	Mount Cawte Scenic Reserve
Lake Rotorua Wildlife Reserve - Government Purpose	Mount Courtney Scenic Reserve
Langridge Scenic Reserve	Mount Freeth Scenic Reserve
Leatham Conservation Area	Mount Manakau Scenic Reserve
Lewis Pass Scenic Reserve	Mount Oliver Scenic Reserve
Limestone Creek Scenic Reserve	Longford Scenic Reserve
Little Ben Scenic Reserve	Lower Buller Gorge Scenic Reserve
Local Purpose Reserve - Coal - Matiri Valley Road	Mahakipawa Hill Scenic Reserve
Local Purpose Reserve - Quarry - Oparara Road Quarry Reserve	Mai Mai Scenic Reserve
Local Purpose Reserve - River Bank Protection - Buller River	Marfells Beach Recreation Reserve
Local Purpose Reserve - Scenic Waikawa Bay	Marginal Strip - Carters Beach
Local Purpose Reserve - Watering Place - Onauku Ba	Marginal Strip - Greenburn River
Marginal Strip - Lawson Creek	Orangipuku River Scenic Reserve
Marginal Strip - Limestone Bay Tarakohe	Orikaka Ecological Area
Marginal strip - Tasman Sea, Barrytown	Orowaiti Estuary Scenic Reserve
Marginal Strip - Waima (Ure) River	Otoromiro Scenic Reserve

Marginal Strip - Waimea Creek, Awatuna	Otuhaereroa Island Scenic Reserve
Matakitaki Bridge Scenic Reserve	Otututu Ecological Area
Matakitaki South Conservation Area	Owen River Scenic Reserve
Matakitaki West Conservation Area	Paines Ford Scenic Reserve
Mawheraiti Scenic Reserve	Paparoa National Park
McKee Memorial Scenic Reserve	Paparoa Wilderness Area (Part)
Minehan Scenic Reserve	Paradise Bay Scenic Reserve
Mirfin Scenic Reserve	Pari Kawau Scenic Reserve
Moana Scenic Reserve	Pelorus Bridge Scenic Reserve
Molesworth Recreation Reserve	Pickersgill Island Scenic Reserve
Momorangi Bay Scenic Reserve	Picton Scenic Reserve
Mosquito Creek Scenic Reserve	Pipi Beach Recreation Reserve
Motuanauru Scenic Reserve	Pretty Bridge Conservation Area
Motuara Island Scenic & Historic Reserve	Punakaiki Nature Reserve
Motueka Sandspit	Punakaiki Scenic Reserve
Mount Aspiring National Park	Puponga Farm Park
Mount Cawte Scenic Reserve	Putanui Point Scenic Reserve
Mount Courtney Scenic Reserve	Puzzle Peak Scenic Reserve
Mount Freeth Scenic Reserve	Pye Creek Wildlife Management Area
Mount Manakau Scenic Reserve	Radcliffe Ecological Area
Mount Oliver Scenic Reserve	Rainbow Conservation Area
Mount Richmond Forest Park	Rapahoe Range Scenic Reserve
Mount Stokes Scenic Reserve	Recreation Reserve - Cape Foulwind
Mount Uerau Nature Reserve (Uwerau)	Recreation Reserve - Thorpe
Mt Te Kinga Scenic Reserve	Resolution Bay Scenic Reserve
Nelson Lakes National Park	Robertson Range Scenic Reserve
Ngakawau Ecological Area	Rocks Scenic Reserve
Ngakawau Scenic Reserve	Rohutu Scenic Reserve
Ngakuta Bay Scenic Reserve	Rotokino Wildlife Management Reserve
Ngaruru Scenic Reserve	Rough and Brown Creek Scenic Reserve
North West Nelson Forest Park	Ruakaka Bay Scenic Reserve
Nydia Bay Recreation Reserve	Ruaomoko Point Scenic Reserve
Nydia Bay Scenic Reserve	Saltwater Ecological Area
Odlins Scenic Reserve	Saltwater Lagoon Scenic Reserve
Okari Spit Scenic Reserve	Scenic Reserve - Charleston
Okiwi Bay & Moncrieff Scenic Reserve	Scenic Reserve - Coast Road, Barrytown
Okiwi Bay Scenic Reserve	Scenic Reserve - Kaiuma Saddle
Okuku Scenic Reserve	Scenic Reserve - Kie Kie Stream, Kaikoura
Omotumotu Scenic Reserve	Scenic Reserve - Lawson Creek
Oneone Wildlife Management Area	Scenic Reserve - Matai Flat Clarence Bend
Scenic Reserve - McMillan Road	Torea Scenic Reserve
Scenic Reserve - Melville Cove	Tuna Bay Scenic Reserve
Scenic Reserve - Oaro Headwaters	Tutaki East Conservation Area
Scenic Reserve - Odlins Exchange	Tutaki North Conservation Area

Scenic Reserve - Ohau Bluff Kaikoura	Tutaki West Conservation Area
Scenic Reserve - Otuwhero- Nell Reed Block	Upper Buller Gorge Scenic Reserve
Scenic Reserve - Seaward Valley Road Kaikoura	Upper Totara Ecological Area
Scenic Reserve - Skeet River Wangapeka	Victoria Forest Park
Scenic Reserve - South Kaikoura Coastal	W F Moss Scenic Reserve
Scenic Reserve - Stewart Creek Clarence River	Waimaru Recreation & Scenic Reserve
Scenic Reserve - Sweets Stream	Wairau Lagoons Wetland Management Reserve
Scenic Reserve - Upper Rosser Block	Waitangiroto Nature Reserve
Scenic Reserve - Waipapa Bay Mororimu	Waitangitona Scenic Reserve
Scenic Reserve - Wairau River Wash Bridge	Wakaretu Scenic Reserve
Shamrock Creek Amenity Area	Wakaterepapanui Island Recreation Reserve
Shenandoah Scenic Reserve	Warbeck Scenic Reserve
Ship Cove Historic Reserve	Washbourne Scenic Reserve
Slippery Creek Conservation Area	Wedge Point Scenic Reserve
Snowdens Bush Scenic Reserve	Weka Point Scenic Reserve
Soil Conservation & River Control Reserve - Wye R	Westland / Tai Poutini National Park
Sounds Foreshore Reserve	Whakapuaka Rauko Swamp
Sphinx Scenic Reserve	Whangamoa Scenic Reserve
Spooners Range Scenic Reserve	Whanganui Inlet Scenic Reserve
Stafford Point Scenic Reserve	Whangarae Bay Recreation Reserve
Tahuakai Scenic Reserve	Wharehunga Bay Recreation Reserve
Takaka Hill Scenic Reserve	Whenuanui Scenic Reserve
Takapourewa Nature Reserve	Whites Bay Recreation Reserve
Tarakaipa Island Scenic Reserve	Wilberg Range Scenic Reserve
Tawa Bay Scenic Reserve	Woods Creek Amenity Area
Tawaroa Point Scenic Reserve	Yncyca Bay Scenic Reserve
Tawhitinui Island Scenic Reserve	
Te Arowhenua Scenic Reserve	
Te Waikoropupu Springs Scenic Reserve	
Te Wharau Wildlife Management Area	
Tennyson Inlet Scenic Reserve	
The Doughboy Scenic Reserve	
Tinline Scenic Reserve	
Tipi Bay Recreation Reserve	
Tiropahi Ecological Area	
Titi Island Nature Reserve	
Titirangi Farm Park	
Toarona Creek Scenic Reserve	
Toenga Scenic Reserve	
Tom Shand Scientific Reserve	





# Wildlife Act Authority for wildlife located on public conservation land and private land

Authorisation Number: 76749-FAU

**THIS AUTHORITY** is made this 24<sup>th</sup> day of December 2021

## **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Wildland Consultants Limited** (the Authority Holder)

## **BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section(s) 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953

**PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987

**PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



SIGNED on behalf of the Grantor by Jack Mace, Director Operations, Lower North Island  
acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Moana Smith-Dunlop

Witness Occupation: Operations Manager Hawkes Bay

Witness Address: Napier, Hawkes Bay

A copy of the Instrument of Delegation may be inspected at the Director-General's office at  
18-32 Manners Street, Wellington.

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	<p>Activity:</p> <p>Catch and handle native skinks and geckos where encountered during herpetological surveys.</p> <p>Species:</p> <ul style="list-style-type: none"> <li>- <i>Dactylocnemis</i> spp.,</li> <li>- <i>Hoplodactylus</i> sp.,</li> <li>- <i>Mokopirirakau</i> spp.,</li> <li>- <i>Naultinus</i> spp.,</li> <li>- <i>Toropuku</i> sp.,</li> <li>- <i>Woodworthia</i> spp., and</li> <li>- <i>Oligosoma</i> spp.</li> </ul> <p>Method:</p> <p>Lizards will be captured through the use of pitfall traps, g-minnow traps, Onduline ACOs, closed-cell foam covers, day searching and night spotlighting.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>All non-public conservation land in the Lower North Island Operation region and</p> <p>The Public Conservation areas administered by the Department of Conservation listed in Schedule 4</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Any suitably trained field technicians and volunteers under supervision of above personnel</p>
4.	<b>Term</b> (Schedule 2, clause 4)	<p>Commencing on and including 1 January 2022 and ending on and including 31 December 2031</p>
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the obligations to protect the environment?**

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

- 5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **6. What are the liabilities?**

- 6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

## **7. What about compliance with legislation and Grantor’s notices and directions?**

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

## **8. Are there limitations on public access and closure?**

- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

## **9. When can the Authority be terminated?**

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor’s opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**10. How are notices sent and when are they received?**

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**11. What about the payment of costs?**

- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**12. Biosecurity**

- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**13. Are there any Special Conditions?**

- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Collection / Removal of material

1. No material is to be collected or removed from the survey sites.

#### Variations

2. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions team where the original authorisation was processed.

#### Private land

3. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### Entry Permits

4. Entry permits are to be obtained by the relevant District Office prior to entering Public Conservation Land where such permits are required.

#### Searching, Catching & Handling

5. Any action taken under this authority must form part of an ecological assessment, survey, or course of research.
6. Before any action is taken under this authority, the Operations Manager(s) of the Department of Conservation are to be contacted and advised of the timing and location of the proposed fieldwork.
7. The Authority Holder must obtain landowner permission before entering any private land and undertaking research at these locations.
8. The permit holder must follow procedures advised by the Department of Conservation, Operations Managers to prevent the introduction of disease, pests, insect or weed species when accessing any site.
9. The Authority Holder will ensure that all field equipment is washed clean and sterilised with Virkon or Trigene and uncontaminated by dirt, animal, or plant material prior to entering the site and if it has come into contact with wildlife, sterilised with anti-viral solutions. Equipment must be sealed in containers so both the Authority Holder and DOC can be certain it is free of pests and invertebrates. Boots and clothes must be completely free of mud and seeds.
10. The Authority Holder shall follow strict hygiene procedures to prevent disease spread and use only non-destructive search methods. In this regard, any instruments that come in contact with the lizards and/or are used to collect or measure lizards are sterilised every time after use. A separate plastic bag is to be used for each animal. All gear should be thoroughly cleaned and dried from one site to the next.
11. Lizards must only be handled by people who are appropriately trained and experienced in lizard capture and handling, or under direct supervision of someone who is.



12. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal and are in line with best practise.
13. If pitfall traps are used, they must be covered to protect lizards from exposure and minimise stress. A small amount of damp leaf litter should be placed in the bottom to provide hiding places and reduce the risk of desiccation. The bottom of pit-fall traps must be perforated to allow drainage of water. Pitfall traps may be baited and must be checked at least every 24 hours.
14. Funnel traps shall be furnished with material to provide retreat from predators, and that provides shading and/or protection from weather conditions. Shading and protection from weather shall be provided over the entire trap. Funnel traps must be checked at least every 24 hours.
15. If any mortality is detected during capture events, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.
16. Animals must be handled as carefully as possible, but if any animal should die or is found dead, the Authority Holder shall contact the relevant Operations Manager immediately for further instructions.
17. The Authority Holder must not impact on any other absolutely protected wildlife, or any other research or management activities at a site.
18. Capture and handling of lizards must use techniques that minimise the risk of infection or injury to the animal.
19. The Authority Holder shall adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus. Current hygiene protocols will be provided to the Authority Holder by the relevant District Office when contacted in advance of intended survey/research visit.

### **Reporting**

20. A report is to be submitted in writing to the Director-General of Conservation, c/- Permissions Private Bag 3072, Hamilton 3240 by 01 July each year for the life of this permit, detailing the work undertaken over the course of the year.
21. The Authority Holder shall submit completed Amphibian and Reptile Distribution System (ARDS) cards (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) to DOC, C/- Herpetofauna, PO Box 10420, Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetofauna sightings and captures. ARDS cards are to be submitted within 1 month of the sighting or capture.

### **Dead specimens**

22. The Authority Holder must notify the relevant District Office should it find dead rare specimens.

### **Death of wildlife associated with activities covered by the authority**

23. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://intranet/our-work/biodiversity-and-natural-heritage/threatened-species/nz-threat-classification-system/> ) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history.
24. The Authority Holder shall:
  - Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if longer than 24 hours to delivery.
  - Ensure appropriate measures are taken to minimise further deaths.
  - Inform the Grantor and discuss whether it is necessary to halt all further handling until full investigations of death(s) occur.
  - Pay for any costs incurred in investigation of the death of any lizards.

### **Euthanasia**

25. s9(2)(a) is authorised to euthanise injured lizard(s) where necessary. Other Authorised Personnel listed under Schedule 1(3) may euthanise lizards on recommendation from s9(2)(a) or a veterinarian.

### **Track markers**

26. The Authority Holder shall remove all track markers, flagging tape or other material used at the catching and/or release areas for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.

### **Expectations of the public**

27. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
28. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks, or facilities.
29. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

### **Stakeholders**

30. The Authority Holder must inform the respective District Office's Operations Manager at least 20 working days prior to commencing the Authorised Activity.
31. The Authority Holder must identify the relevant tangata whenua groups and undertake consultation with iwi at least 20 working days prior to commencing the activity in the Location and provide information about the activity proposed and where it is to be carried out. The Authority Holder must contact the respective District Office for iwi contact details.

### **Biosecurity General**

32. The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres,

- footwear, gaiters, packs, and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
33. The Authority Holder must obtain permission for access to any offshore islands from the local DOC Operations Manager.

### Didymo

34. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

### Kauri dieback

35. The Authority Holder must comply and ensure its field assistants strictly adhere to the following Kauri dieback *Phytophthora taxon Agathis* (PTA) hygiene procedures, attached as Schedule 4 to prevent the spread of weeds, diseases or pathogens including Kauri PTA and chytrid fungus. <http://www.biosecurity.govt.nz/pests/kauri-dieback>

### Heritage Conditions

36. The Authority Holder will check for any known heritage values and/or archaeological sites and demonstrate how this has been done before undertaking any invasive survey work. <https://www.heritage.org.nz/the-list>
37. The Authority Holder will not undertake soil disturbance (i.e., pitfall traps) in areas with known heritage and/or archaeological sites, without consulting an archaeologist and/or obtaining a Heritage New Zealand Pouhere Taonga authority. This includes sites advised by the district office as having heritage or archaeological values.
38. The Authority Holder will take all reasonable steps to ensure heritage and archaeological sites are not disturbed or damaged.

### Accidental Discovery Protocol

39. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on Public Conservation land and private land while undertaking the Authorised Activity. In the event that archaeological sites or other features with heritage values are found:
- Work must cease immediately until further notice and advice must be sought from the Grantor;
  - If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
  - If it is an archaeological site relating to Māori activity, then local iwi must be contacted and their advice sought;
  - If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
  - If it is human remains the New Zealand Police should also be notified.
  - In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Authority Holder must not recommence work until permitted to do so by the Grantor.

## SCHEDULE 4

### List of Public Conservation Land

Accretion Conservation Area
Ahuriri Estuary Conservation Area
Anaura Stream Conservation Area
Aorangi Forest Park
Apiti Scenic Reserve
Awahou Conservation Area
Awarua Conservation Area
Balls Clearing Scenic Reserve
Bellbird Bush Scenic Reserve
Boundary Stream Scenic Reserve
Bruce Park Scenic Reserve
Cape Kidnappers Gannet Protection Reserve
Castlepoint Scenic Reserve
Clifton Conservation Area
Colonial Knob Scenic Reserve
Eastbourne Domain
Erepeti Scenic Reserve
Esk Kiwi Sanctuary Area
Foxton Conservation Area
Glenmorven Scenic Reserve
Gwavas Conservation Area
Hemi Matenga Memorial Park Scenic Reserve
Himatangi Bush Scientific Reserve
Hutchinson Scenic Reserve
Kaitawa Scenic Reserve
Kapiti Island Reserve
Karetu Scenic Reserve
Kaweka Forest Park
Kohitere Scenic Reserve
Kumi Pakarae Conservation Area
Lake Wairarapa Wetland Conservation Area
Littleworths Conservation Area
Mahia Peninsula Scenic Reserve
Makahika Scientific Reserve
Makerua Swamp Wildlife Reserve
Makiekie Scenic Reserve
Makino Scenic Reserve
Makuhou Scenic Reserve
Makuri Gorge Scenic Reserve
Mana Island Scientific Reserve
Manawatu Gorge Scenic Reserve
Mangamako Conservation Area

Mangaone Conservation Area
Mangaone Stream Conservation Area
Mangapukahu Scenic Reserve
Mangatahae Conservation Area
Mangaweka Scenic Reserve
Mangoira Scenic Reserve
Marginal Strip - Hawke Bay
Marginal Strip – Moeangiāngi
Marginal Strip - Pakihikura Stream
Marginal Strip - Santoft Coast
Marginal strip - Waipuku Beach
Matawai Conservation Area
Maungakotukutuku Scenic Reserve
Mcleans Bush Scenic Reserve
Moanaroa Conservation Area
Mokiri Bush Scenic Reserve
Morere Springs Scenic Reserve
Ngamotu Lagoon Wildlife Reserve
Nuhiti Q Scenic Reserve
Ocean Beach Conservation Area
Ohingaiti Scenic Reserve
Omarupapako / Round Bush Scenic Reserve
Omatane Scenic Reserve
Opouahi Scenic Reserve
Otairi Conservation Area
Otaki Conservation Area
Oumakura Scenic Reserve
Painga Conservation Area
Papaitonga Scenic Reserve
Paraparaumu Scenic Reserve
Part Run 23 Conservation Area
Pihanui Conservation Area
Pukaha / Mount Bruce Scenic Reserve
Pukepuke Lagoon Conservation Area
Pukeroa Scenic Reserve
Pukerua Bay Scientific Reserve
Puketoi Conservation Area
Rangiwahia Scenic Reserve
Raukumara Conservation Park
Red River Scenic Reserve
Remutaka Forest Park
Rewa Bush Conservation Area
Rewarewa Conservation Area
Rocky Hills Sanctuary Area

Ruahine Forest (West) Conservation Area
Ruahine Forest Park
Simpson Scenic Reserve
Stock Conservation Area
Stoney Creek Conservation Area
Tangoio Falls Scenic Reserve
Taraponui-a-Kawhea Conservation Area
Tararua Forest Park
Tarawera Conservation Area
Tauweru Conservation Area
Tawhirihoe Scientific Reserve
Te Heru o Tureia Historic Reserve (Gift Area)
Te Kapua Scenic Reserve
Te Rangipai Scenic Reserve
Tokomaru Valley Conservation Area
Tora Bush Scenic Reserve
Turakirae Head Scientific Reserve
Tutaekuri Climatic Reserve
Tutaekuri Conservation Area
Tutaemaro Conservation Area
Tutamoe Conservation Area
Umutoi Conservation Area
Upoko Block Conservation Area
Waewaepa Scenic Reserve
Waihi South Conservation Area
Waikanae Estuary Scientific Reserve
Waikoau Conservation Area
Wainuiomata Scenic Reserve
Waipare Scenic Reserve
Waipatiki Scenic Reserve
Waitere Kiwi Reserve Conservation Area
Whakamahi Lagoon Wildlife Reserve
Wharekopae Conservation Area
Whareroa Recreation Reserve
Whinray Scenic Reserve
Whitiāu Scientific Reserve



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 76815-FAU

**THIS AUTHORITY** is made this 6 day of 2021

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a), (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 41 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor

by Jack Mace

Director Operations, Lower North Island

acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Moana Smith-Dunlop

Witness Occupation: Operations Manager Manawatu

Witness Address: Palmerston North



A copy of the Instrument of Delegation may be inspected at the Director-**General's office** at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity:</p> <ul style="list-style-type: none"> <li>a. to catch alive the absolutely protected wildlife described in Schedule 4 for the purposes of: <ul style="list-style-type: none"> <li>i. research and species management.</li> </ul> </li> <li>b. to take blood samples from the absolutely protected wildlife described in Schedule 4, transfer them to a laboratory for analysis, and dispose of them.</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Description of land:</p> <ul style="list-style-type: none"> <li>a. Auckland Zoo, Motions Road, Auckland</li> <li>b. Wellington Zoo, 200 Daniel Street, Newtown, Wellington</li> <li>c. Rainbow Springs Nature Park, 192 Fairy Springs Road, Rotorua</li> <li>d. Otorohanga Kiwi House, 20 Alex Telfer Drive, Otorohanga</li> <li>e. National Aquarium of New Zealand, 546 Marine Parade, Napier South, Napier.</li> <li>f. Westshore Wildlife Reserve Kiwi Facility, 1 Watchman Road, Westshore, Napier</li> <li>g. Orana Wildlife Park, McLeans Island, Christchurch</li> <li>h. Willowbank Wildlife Reserve, 60 Hussey Road, Northwood, Christchurch</li> <li>i. Pukaha National Wildlife Centre, 85379 State Highway 2, Mount Bruce.</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p><b>s9(2)(a)</b></p> <p>b. Isabel Castro</p> <p><b>s9(2)(a)</b></p>

		<p>s9(2)(a)</p> <p>q. Other suitably qualified persons under the direct supervision of one of the persons listed above a – p.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 9 December 2020 and ending on and including 31 December 2023.
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>AgHort Building, A-wing Office 1.42 Riddett Road Palmerston North 4410 New Zealand</p> <p>Email: <a href="mailto:i.c.castro@massey.ac.nz">i.c.castro@massey.ac.nz</a></p> <p>s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise the Authority **at the Authority Holder's own** risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation and **Grantor's notices and directions**?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's** opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

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## SCHEDULE 3

### SPECIAL CONDITIONS

1. Ownership of absolutely protected wildlife
  - 1.1 This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof including blood, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
  - 1.2 Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
  - 1.3 Prior to the submission for publication of any research results which the Authority Holder wishes to publish where the genomic structure of Wildlife as a species or other genetic aspects of the molecular make up of Wildlife is to be published the Authority Holder will consult with the Grantor and have particular regards to the **Grantor's expectations**. Consultation shall be initiated by emailing [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and quoting 76815-FAU.
  - 1.4 The Authority Holder must not, without express written agreement from the Grantor, publish on any website or open access database genomic or genetic code or data of the absolutely protected wildlife.
2. Catch Alive Method
  - 2.1 The Authority Holder is authorised to catch North Island Brown Kiwi by hand during scheduled health checks for the sole purpose of taking blood samples in accordance with this Authorisation. The usual handlers at each location must capture the birds for this purpose.
3. Blood Sampling
  - 3.1 The Authority Holder is authorised to take blood samples from North Island Brown Kiwi only.
  - 3.2 The Authority Holder may transfer the blood samples to Massey University for the purpose of research in accordance with the application giving rise to this Authorisation subject to the terms and conditions of this Authorisation.
  - 3.3 For the avoidance of doubt, the export of any blood or substances derived from the blood is not permitted.
  - 3.4 The applicants may provide any excess blood or any blood that is destined for disposal to local iwi for cultural reasons.



4. Other Conditions

- 4.1 The Authority Holder must ensure that capture, handling, taking samples, and releasing of kiwi is conducted following the Department of Conservation's **Kiwi Best Practice Manual** as provided online at this web address: (<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>)
- 4.2 If any kiwi die, the Authority Holders must inform the Department within 48 hours of the death or discovery of the specimen and send the kiwi to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, the Authorised Activity may be ceased for a period determined by the Grantor.
- 4.3 If required in writing by the Grantor, the Authority Holder must immediately make such improvements to kiwi management techniques (including catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds.
- 4.4 The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its employees/staff/volunteers/assistants if the Grantor so requests.
- 4.5 Kiwi subject to this Authority are not to be transferred to any other person and shall not be removed by the Authority Holder from the captive facility where they are being held.
- 4.6 The Kiwi are kept in facilities managed by third parties. The Authority Holder is responsible for contacting those facilities to seek permission to access Kiwi held in the facility to co-ordinate all the necessary arrangements for obtaining the samples in accordance with this Authorisation.
- 4.7 The Authority Holder shall provide copies of any published reports arising from this Authorisation free of charge to the Grantor and local iwi.
- 4.8 The Authority Holder shall conduct a presentation of the findings of their research to local iwi by arrangement.

## SCHEDULE 4

	Common name	Scientific name
1	North Island Brown Kiwi	<i>Apteryx mantelli</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 76863-FAU

**THIS AUTHORITY** is made this 27<sup>th</sup> day of May 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)  
**AND**

**Franz Josef Wildlife Centre Ltd** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(1) and Section 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Deidre Ewart, Operations – Business Support Manager** acting under delegated authority

in the presence of:

s9(2)(a)

\_\_\_\_\_  
Witness Signature

Witness Name: Bryn Sheppard

Witness Occupation: Senior Permissions Advisor

Witness Address: DOC Office – Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-**General's office** at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Hold the absolutely protected wildlife listed in Schedule 1(b) for the purpose of conservation advocacy</li> <li>ii. Euthanise the absolutely protected wildlife (including any eggs) listed in Schedule 1(b) subject to the conditions contained in this Authority and its Schedule</li> </ul> <p>b. Species – Little Blue Penguins (<i>Eudyptula minor</i>)</p> <p>c. Quantity – Up to 20</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>West Coast Wildlife Centre</p> <p>s9(2)(a)</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	All employees, and contractors supervised by the Authority Holder who the Authority Holder is satisfied in writing are competent to undertake work with little blue penguins
4.	<b>Term</b> (Schedule 2, clause 4)	10 years (Commencing on 01 June 2020 and ending on 31 May 2030)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Franz Josef Wildlife Centre Ltd ('West Coast Wildlife Centre')</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation,</p> <p>Permissions Team - Hamilton</p> <p>Private Bag 3072, Hamilton 3240</p> <p>Phone: 07 858 1000</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The **Authority Holder agrees to exercise the Authority at the Authority Holder's** own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder's exercise** of the Authorised Activity.

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation and Grantor's notices and directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of** the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?



10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

11. Can the Authority be varied?

11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. Construction of Wildlife Enclosure

##### 1.1. This Authority is conditional upon:

- 1.1.1. The Authority Holder must construct a wildlife enclosure for the absolutely protected wildlife listed in Schedule 1 Clause 1(b). The Authority Holder shall complete the building of the wildlife enclosure in line with the approved buildings plans and advice provided during the Wildlife Authority application process.
- 1.1.2. The Authority Holder must notify the DOC District Office – Franz Josef ([westlandpvc@doc.govt.nz](mailto:westlandpvc@doc.govt.nz)) and the Permissions Team ([permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) when the construction of the wildlife enclosure has been completed.
- 1.1.3. Once construction of the wildlife enclosure is completed, the Grantor's Representative must undertake a site visit to inspect the enclosure. The Grantor's Representative must ensure the enclosure is practicable and fit for purpose, and complies with the relevant requirements, including the Husbandry Manual and the Animal Welfare (Zoos) Code of Welfare 2004.
- 1.1.4. The Grantor's Representative must complete the review of the Authority Holder's wildlife enclosure within 20 working days of the Authority Holder notifying the Grantor the enclosure is completed and ready for inspection.
- 1.1.5. If required by the Grantor, the Authority Holder must make improvements to the wildlife enclosure as necessary to ensure the enclosure complies with the relevant Husbandry Manual and the Animal Welfare (Zoos) Code of Welfare 2004. The enclosure must also comply with the Grantor's standards.
- 1.1.6. The Grantor's Representative, if necessary, may undertake an additional review of the wildlife enclosure following any improvements.
- 1.1.7. The Grantor may recover the monitoring costs of the site visit as per Schedule 2 Clause 9.1.
- 1.1.8. Once the Grantor's Representative has confirmed the wildlife enclosure is suitable to house the wildlife listed in Schedule 1, Clause 1(b), the Grantor's Representative must provide written approval (confirming the enclosure is suitable) to the Authority Holder and the Permissions Team ([permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)).
- 1.1.9. The wildlife in Schedule 1, Clause 1(b) must not be received by the Authority Holder and/or transferred to the Land until the wildlife enclosure has been inspected and written approval by Grantor's Representative.
- 1.1.10. If the Authority Holder meets the conditions in Schedule 3 Clause 1.1.1 to 1.1.9 then the Conditions in Schedule 3 Clause 2 to Clause 10 apply.

## 2. Management of Facilities

- 2.1. The Authority Holder consents to any officer of the Grantor inspecting the facilities in which the wildlife held under this Authority are contained, at any reasonable time, including any time after the expiry or termination of this Authority. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.

## 3. Ownership of absolutely protected wildlife

- 3.1. The Authority Holder has the right to hold wildlife authorised under this Authority in accordance with the terms and conditions of this Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material or any replicated genetic material.
- 3.2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material or any material propagated or cloned from such material, collected under this Authority.

## 4. Death and/or escape of Wildlife

- 4.1. If any of the wildlife held under this Authority die, the Authority Holder must:
  - a) Inform the Franz Josef District Office within 72 hours;
  - b) Chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c) Send the body to Massey University Wildlife Post-Mortem Service for necropsy, along with details of the animals history;
  - d) Pay for any costs incurred in investigation of the death of the protected species; and
  - e) Take such action as notified in writing by the Grantor to reduce the chance of the death happening to more protected species at the land and to ensure the health of the protected species that are held
- 4.2. The Authority Holder must immediately notify the Grantor of the escape or disappearance of any protected species held under this Authority. The Authority Holder must provide full details of the situation, including the history of the individuals, and the date of escape/disappearance.

## 5. Euthanasia

- 5.1. The Authority Holder is authorised to destroy the eggs produced by any wildlife held under this Authority without the approval of a veterinarian or the Grantor.
- 5.2. The Authority Holder must not euthanise any wildlife (apart from eggs) unless:
  - a) A veterinarian recommends euthanise on animal welfare grounds; or
  - b) The Authority Holder euthanises the wildlife under direction from the Grantor.

## 6. Wildlife Health Management

- 6.1. The Authority Holder must adhere to the standards set out in the Husbandry Manual and will meet the requirements of the Department of Conservation's Wildlife Health Management Standard Operating Procedure to develop new or revised standards.

- 6.2. The Authority Holder and the Grantor will meet annually to ensure that the Husbandry Manual is up to date and current. Revised standards will be agreed and recorded in writing.
- 6.3. Before being transferred to the Land, each Little Blue Penguin must be assessed to establish its suitability for long-term holding in captivity. The assessment must be completed by a team that includes an avian/wildlife veterinarian. This will include both health and behaviour assessment, and adaptability to handfeeding. This written assessment must be completed before any transfer and kept by the Authority Holder (should the Grantor request a copy of the assessment).
- 6.4. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination prior to the transfer using the attached 'full physical examination form' as a guide.
- 6.5. Blood, feather and other tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operations Procedures.
- 6.6. Samples of blood, feather and other tissue collected pursuant to this Authority are to be for the purpose of managing the protected species at this site. They are not to be transferred to other persons nor used for other purposes with a specific separate Authority from the Grantor.
- 6.7. The Grantor is not liable for the costs of any veterinary treatment to the wildlife held under this Authority except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
7. Captive Holding of Wildlife for Advocacy Purposes
  - 7.1. The wildlife held under this Authority and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
  - 7.2. The Authority Holder may only transfer or receive the wildlife under this Authority, their progeny or their eggs to or from another Authority Holder who holds an Authority to keep the protected species in captivity.
  - 7.3. No manipulation or handling of the wildlife under this Authority, other than for husbandry or welfare purposes, is permitted without prior consultation with the Grantor and written permission of the Grantor.
  - 7.4. The protected species must not be housed with any other species, except with the written permission of the Grantor.
  - 7.5. The Authority Holder must maintain and keep annual records detailing:
    - a) The number of individuals of the wildlife held under this Authority in the possession of the Authority Holder;
    - b) Any breeding attempts, births, health issues, deaths, transfers in; and
    - c) Any other information which the Grantor from time to time may require.
  - 7.6. The Authority Holder must retain these records for the length of the Authority.

- 7.7. The Authority Holder must annually forward to the Grantor by 31 March each year a report summarising these annual records in the annual report format found in the Captive Management SOP.
- 7.8. The annual report must be emailed to the South Westland District Biodiversity Team ([westlandnpvc@doc.govt.nz](mailto:westlandnpvc@doc.govt.nz)) and the Permissions Team ([permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)). The email and report should cite the Authority Reference: 76863-FAU.
- 7.9. All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.
- 7.10. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.
- 7.11. The transfer of any protected species requires a transfer authority. The Authority Holder may only receive wildlife listed in this authority from another person/organisation that holds a valid Wildlife Authority.
- 7.12. The Authority Holder is responsible for transferring any unwanted wildlife to another person/organisation. Transfer is only permitted where the other person holds a valid Wildlife Authority to keep the absolutely protected species in captivity.

## 8. Termination of Authority/Expiry of Authority

- 8.1. Upon either termination of this Authority or the expiry of this Authority the Authority Holder must surrender to the Grantor the wildlife authorised for holding under this Authority. Officers of the Grantor are authorised to enter the Land of the Authority Holder to uplift the wildlife held under this Authority.

## 9. Advocacy/Educational Messaging

- 9.1. The Authority Holder and a suitably qualified representative of the Grantor ('Grantors Representative') must review the Authority Holder's advocacy plan/educational messaging to be used at the Wildlife Centre prior to the Authority Holder receiving the wildlife in Schedule 1, Clause 1(b).
- 9.2. The Grantor's Representative must complete the review of the Authority Holder's advocacy plan/educational messaging within 20 working days of receipt of the plan from the Authority Holder.
- 9.3. The Grantor's Representative must review and approve the advocacy plan/educational messaging for visitors when:
- a) The content of the advocacy plan/educational messaging is significantly changed;
  - or
  - b) Every 3 years for the duration of the Authority (whichever comes first).

The Authority Holder must notify the Grantor when the advocacy plan/educational messaging for visitors is significantly changed.

## 10. Amendment to Schedule 2

- 10.1. To provide clarity Schedule 2, Clause 2.4 one will deemed to be met, on the basis the Authority Holder retains a copy of Wildlife Authority at the Land listed in Schedule 1.
- 10.2. A new clause 7.1(c) is added to Schedule 2 to read as follows: “Or for any other reason that the Grantor may decide”.

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 76879-FAU

THIS AUTHORITY is made this 14<sup>th</sup> day of October 2021

### PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Sarah Hexter (the Authority Holder)

### BACKGROUND

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Section 53 of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Dion Patterson, Operations Manager (Waikato) acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Shannon Patterson

Witness Occupation: DOC Manager

Witness Address: 828 Parallel Rd, RD 1 Ohaupo

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.



## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to catch alive, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for surveying, monitoring, species management and research purposes.</p> <p>b. Species – <b>Hochstetter's frog</b> (<i>Leiopelma hochstetteri</i>)</p> <p>c. Quantity – As required</p> <p>d. Method - by methods described in the Herpetofauna inventory and monitoring toolbox <a href="http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/">http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/</a></p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>All locations within the Waikato and Auckland Regions as per Schedule 4 (excluding public conservation land and Aotea/Great Barrier Island. Subject to standard condition 2.3)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p><b>s9(2)(a)</b> Any other suitably qualified person under direction of the Authority Holder.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 October 2021 and ending on and including 19 October 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: University of Auckland Auckland 3281 New Zealand Phone: <b>s9(2)(a)</b> Email: <b>s9(2)(a)</b></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder **agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or** is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### PROPERTY OF THE CROWN

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

#### REPORTING

2. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to **'Terrestrial Science Unit' if requested**), and to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 76879-FAU. This report shall be submitted by the 31<sup>st</sup> of December annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
3. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 76879-FAU, and to **the rest of the Native Frog Recovery Group and/or to 'Terrestrial Science Unit' if requested**. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
4. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

#### NATIVE FROGS SURVEY, RESEARCH AND/OR MONITORING

5. A new clause 2.2 is added to Schedule 2 to read as follows:

**"Notwithstanding Schedule 2.2, the Authority Holder must contact the local office to inform the Grantor of the location where they intend to carry out the authorised activity, 10 days prior to carrying out the Authorised Activity."**

6. **If any Archey's frogs are found, the Authority Holder should stop all survey work immediately and notify DOC Operations and the Frog Recovery Group within 24 hours. The Authority Holder must follow advice provided by the Frog Recovery Group and Operations regarding further survey work.**
7. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 4 of this Authority.
8. **The Authority Holder must only use people fitting the following description; "Suitably qualified ecologist including herpetologist" that means a herpetologist who:**

- a. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).
  - b. **If an 'approved handler' system for assessing herpetologist competency is approved by the Department during the term of this Authority, it will be the required standard for any 'suitability qualified ecologist including herpetologist' working under this Authority.**
9. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
- c. Using the same marked access routes for access to the site.
  - d. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
  - e. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
10. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
- f. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
  - g. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
  - h. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
  - i. New gloves and new bags should be used for each individual frog found.
11. To minimise disturbance, no waterway should have >50% of habitat searched, and in waterways where frogs are found to be present, a smaller proportion (<20%) of the potential frog habitat should be searched, i.e. waterways can be searched intensively (but no more than 50% of potential habitat) until a frog is found, at which point the search intensity should decline to ensure less than 20% of total habitat is disturbed.

#### CULTURAL

12. The Grantor may require that the Concessionaire make all reasonable endeavours to attend any cultural induction or **competency wānanga offered by local iwi.**

13. **The Authority Holder must handle and catch Hochstetter's frogs in a culturally appropriate manner.**
14. The Activity must not be undertaken on treaty settlement redress land. To confirm if a location is within a proposed treaty settlement redress site, the Authority Holder must contact the District Office.
15. The Authority Holder is not permitted to undertake the activity within Aotea/Great Barrier Island.

#### IWI CONSIDERATIONS

16. The authority holder shall contact Hauauru ki Uta RMC (within Ngati Maniapoto) before undertaking activities within their Rohe. This is to ensure iwi members are presented with the opportunity to attend survey works if desired. Hauauru ki Uta RMC can be contacted at: **s9(2)(a)**
17. The authority holder shall contact Maniapoto Maori Trust Board before undertaking activities within their Rohe. This is to ensure iwi members are presented with the opportunity to attend survey works if desired. Maniapoto Maori Trust Board can be contacted at: **s9(2)(a)**
18. The authority holder shall contact **Ngāti Pāoa** (within Ngati Maniapoto) before undertaking activities within their Rohe. This is to ensure iwi members are presented with the opportunity to attend survey works if desired. **Ngāti Pāoa** can be contacted at: **s9(2)(a)**
19. The Grantor shall require the Authority Holder to make all reasonable endeavours to **attend a Ngāti Manuhiri cultural induction if any herpetofauna are to be surveyed within the rohe of Ngāti Manuhiri. This can be arranged by contacting** **s9(2)(a)**
20. The Grantor shall require the Authority Holder to make all reasonable endeavours to attend a Te Uri o Hau cultural induction if any herpetofauna are to be surveyed within the rohe of Te Uri o Hau. This can be arranged by contacting **s9(2)(a)**
21. The Authority Holder must handle any herpetofauna in a culturally appropriate manner
22. Rohe borders and iwi areas of interest can be accessed at: <https://www.tkm.govt.nz/>

#### KAURI DIEBACK DISEASE BIOSECURITY

23. The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (Phytophthora taxon agathis) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, personal items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri.

#### MYRTLE RUST BIOSECURITY

24. The Authority Holder shall comply with the following:
  - a. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which



includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

- b. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
- c. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where Myrtaceae are part of the flora.
- d. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
  - i. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - iii. Do not touch or try to collect samples as this may increase the spread of the disease.
- e. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:
  - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
  - ii. Tie and spray the outside of the bag;
  - iii. Mist spray other clothing being worn;
  - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
  - v. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

## SCHEDULE 4

### Waikato Region Location Map



Auckland Region Location Map



## SCHEDULE 5

### FROG PROTOCOL

#### Site hygiene:

- All footwear, packs, rainwear and gaiters must be cleaned, disinfected (see Table 1) and dried between sites.
- All clothing must be freshly laundered using hot water or Trigene (including outer clothing) between sites.
- All frog handling/measuring equipment must be disinfected between sites.
- Footwear and gaiters must be cleaned and disinfected at the point of entry to a frog field site.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.

#### Frog handling hygiene:

- A new glove(s) must be used for catching and handling each frog (the same glove can be re-used on the same frog if that glove remains isolated from other frogs and/or their body fluid).
- Each frog must be held in a separate plastic bag (one plastic bag is used per capture and then disposed of).
- Each frog must be weighed and measured in the plastic bag.
- If frogs are too small to be measured then callipers should be disinfected between frogs using alcohol wipes (air dry before measuring next frog)
- A new stage platform cover must be used for photographing each frog.
- All stage platform covers must be soaked in 70% ethanol for 30 minutes and air dried between frogs.
  - covers are disinfected daily, sufficient covers must be available for each night so that a clean one can be used for each frog
  - if there are not sufficient covers then they must be cleaned with alcohol wipes and air dried between frogs
- The mirror stage must be disinfected with either 70% ethanol (and air dried) or TriGene or similar product (rinsed thoroughly and air dried) between sites, and wiped with alcohol wipes or 70 % ethanol between successive nights at the same site.
- Minimise handling time to reduce stress and to avoid side effects of stress.
- Sick or dead frogs should be collected and held separately from all other frogs until delivered to the appropriate recipient. All equipment should be thoroughly cleaned and disinfected after use.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 77944-CAP

**THIS AUTHORITY** is made this                      day of March 2022

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a)

(the Authority Holder)

### **BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by John McCarroll, Operations Manager – Invercargill  
acting under delegated authority  
in the presence of:

s9(2)(a)

\_\_\_\_\_  
Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity -</p> <ul style="list-style-type: none"> <li>i. to obtain alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of rehabilitation of sick and injured wildlife</li> <li>ii. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</li> </ul> <p>b. Quantity – up to a maximum of 10 birds of any species at any one time</p> <p>c. Method -</p> <ul style="list-style-type: none"> <li>i. obtain alive <ul style="list-style-type: none"> <li>a. from the Grantor</li> <li>b. from members of the public</li> </ul> </li> <li>ii. liberate – as per Schedule 3.7-8 of this Authority</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 April 2022 and ending on and including 31 March 2027
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3240</p> <p>Email: permissionshamilton@doc.govt.nz</p>



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the liabilities?**

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**6. What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**7. When can the Authority be terminated?**

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**8. How are notices sent and when are they received?**

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**9. What about the payment of costs?**

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**10. Are there any Special Conditions?**

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**11. Can the Authority be varied?**

- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holders the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holders must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holders consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holders must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holders.
4. That the maximum number to be held is 10 birds. If this is likely to be exceeded, then the Authority Holder is to give notice to the Grantor by phone of this increased need.
5. The Authority Holder has permission to show birds to visiting organised parties provided it follow procedures in the approved advocacy plan.
6. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species.
7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
8. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
9. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given prior written approval to meet such costs.
10. The Authority Holder must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).
11. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) by 30 June in each year a copy of these annual records.

12. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
13. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
14. The Authority Holders must immediately inform the Grantor if the Authority Holders no longer wish to hold wildlife or participate in their rehabilitation.
15. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".

#### **MEDIA**

16. All media including photographs, film and social media must not cause distress or anxiety to the wildlife, cause additional or unnecessary disturbance, and must only occur during usual and necessary rehabilitation care. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
17. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e., that wildlife is held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation.

#### **EUTHANASIA**

18. In accordance with the Animal Welfare Act 1999, Section 11, the Authority Holder may euthanise wildlife in their care if the wildlife is:
  - a. Suffering unreasonable or unnecessary pain or distress; and
  - b. Is seriously ill or permanently injured and unlikely to survive in the wild; and
  - c. A species classified as Not Threatened; and
  - d. The Authority Holder has the skills to humanely euthanise
19. In all other cases, the Authority holder must not euthanise wildlife unless:
  - a. The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor
  - b. A veterinarian recommends euthanasia on animal welfare grounds; or
  - c. The Authority Holder euthanises wildlife under direction of the Grantor.

## SCHEDULE 4

Common name	Scientific name
1. New Zealand Pigeon	<i>Hemiphaga novaeseelandiae</i>
2. Tui	<i>Prothemadera novaeseelandiae novaeseelandiae</i>
3. Bellbird	<i>Anthornis melanura melanura</i>
4. Red crowned parakeet	<i>Cyanoramphus novaezelandiae novaezelandiae</i>
5. New Zealand Kingfisher	<i>Todiramphus sanctus vagans</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 77947-CAP

**THIS AUTHORITY** is made this 28<sup>th</sup> day of August 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a) (the Authority Holders)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under sections 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor  
by John McCarroll  
Operations Manager  
Invercargill District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature  
Jennifer Sycamore  
Witness Name: Jennifer Sycamore



Witness Occupation: Murihiku Community Team Supervisor

Witness Address: Level 7 33 Don St Invercargill 9810

A copy of the Instrument of Delegation may be inspected at the Director-**General's** office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity-</p> <ul style="list-style-type: none"> <li>i. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of rehabilitation of sick and injured wildlife</li> <li>ii. to obtain alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of rehabilitation of sick and injured wildlife</li> <li>iii. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</li> </ul> <p>b. Quantity – up to a maximum of 10 birds of any species at any one time</p> <p>c. Method -</p> <ul style="list-style-type: none"> <li>i. obtain alive <ul style="list-style-type: none"> <li>a. from the Grantor</li> <li>b. from members of the public</li> </ul> </li> <li>ii. liberate – as per Schedule 3.7-8 of this Authority</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 28 August 2020 and ending on and including 27 August 2023</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p><b>Grantor's</b> address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Level 4, 73 Rostrevor Street, Hamilton 3240 permissionshamilton@doc.govt.nz</p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise the **Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise the **Authority at the Authority Holder's own** risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder's exercise of the Authorised Activity**.

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and directions?**
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the **Grantor's opinion, the carrying out of the Authorised Activity causes** or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holders the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holders must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holders consent to any officer of the Grantor entering the Authority **Holder's property** at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holders must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holders.
4. The Authority Holders must notify the Grantor immediately on receipt of a protected species caught alive or obtained alive.
5. The Authority Holders must only hold wildlife caught alive or obtained for rehabilitation, which is likely to be liberated.
6. All wildlife must be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holders must immediately inform the Grantor and comply with any directions.
7. All wildlife must be liberated where found.
8. Notwithstanding Schedule 3.7 of this Authority, wildlife must not be liberated onto any public conservation land.
9. The Authority Holders must not euthanise any wildlife.
10. The Authority Holders must take any wildlife unable to be rehabilitated to a veterinarian to be euthanised.
11. The Authority Holders must take the feathers of all wildlife euthanised by a veterinarian prior to the veterinarian disposing of the body and must surrender these to the Grantor's Invercargill District Office.
12. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.

13. The Authority Holders must comply with the requirements of the Self-audit checklist provided to the Authority Holders by the Grantor on the granting of this Authority.
14. The Authority Holders must maintain annual records on the template provided by the Grantor on granting this Authority, which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death.
15. The Authority Holders must complete the Wildlife Rehabilitators Self-audit checklist provided by the Grantor on granting this Authority.
16. The Authority Holders must complete the Patient Physical Examination Forms provided by the Grantor on granting this Authority.
17. The Authority Holders must forward to the Grantor by 30 June in each year a copy of:
  - a. Annual records
  - b. the Wildlife Rehabilitators Self-audit Checklist
  - c. Patient physical examination forms
18. The documents referred to at Schedule 3.17 must be forwarded electronically to the Grantor to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and must cite Authority number 77947-CAP.
19. The Authority Holders must make the annual records referred to at Schedule 3.14 available for inspection at any reasonable time by an officer of the Grantor.
20. The Authority Holder must undertake a review meeting with representatives of the Grantor once a year for the duration of this Authority.
21. No wildlife held under this Authority must be displayed to the public.
22. Notwithstanding Schedule 3.21, the Authority Holders may display the wildlife via photographs, film and on social media. All display must be explained in the context that individual animals are held in temporary captivity for the purpose of rehabilitation, with permission from the Department of Conservation. The wildlife must not be subjected to distress, anxiety or disturbance whilst undertaking photography or filming.
23. The Authority Holders must immediately inform the Grantor if the Authority Holders no longer wish to hold wildlife or participate in their rehabilitation.
24. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".



## SCHEDULE 4

Common name	Scientific name
1. New Zealand Pigeon	<i>Hemiphaga novaeseelandiae</i>
2. Tui	<i>Prothemadera novaeseelandiae novaeseelandiae</i>
3. Bellbird	<i>Anthornis melanura melanura</i>
4. Red crowned parakeet	<i>Cyanoramphus novaezelandiae novaezelandiae</i>
5. New Zealand Kingfisher	<i>Todiramphus sanctus vagans</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 77988-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of July 2020

### PARTIES:

**The Director-General of Conservation** and where required the Minister of Conservation (the Grantor)

**AND**

**Hamilton City Council** (the Authority Holder)

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor  
by Raymond Scrimgeour  
Operations Manager  
Te Rapa District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name:

Paul Hardy

Witness Occupation:

Community Ranger

Witness Address:

5 Northway St  
Te Rapa Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

**SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species management</li> <li>ii. to catch alive and liberate the partially protected wildlife listed under Schedule 5 of this Authority for the purpose of species management</li> <li>iii. to mark the wildlife listed under Schedules 4-5 of this Authority for the purpose of distinguishing any wildlife</li> </ul> <p>b. Quantity – as required</p> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i catch alive – mist net</li> <li>ii mark - banding</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>a. Hamilton Zoo, 183 Brymer Road, Baverstock, Hamilton 3289</p> <p>b. Waiwhakareke Natural Heritage Park Local Purpose Reserve, Baverstock, Hamilton 3289</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. Catch alive</p> <ul style="list-style-type: none"> <li>i. Hamilton Zoo staff under the supervision or direction of one certified to use a mist net as per Schedule 3.13 of this Authority</li> <li>ii. Department of Conservation staff under the supervision or direction of one certified to use a mist net as per Schedule 3.12 of this Authority</li> </ul> <p>b. Marking</p> <ul style="list-style-type: none"> <li>i. Hamilton Zoo staff under the under the supervision or direction of one certified to band as per Schedule 3.10 of this Authority</li> <li>ii. Department of Conservation staff under the supervision or direction of one certified to band as per Schedule 3.10 of this Authority</li> </ul>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 10 July 2020 and ending on and including 9 July 2030
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: 183 Brymer Road RD 9

		<p>Hamilton 3240</p> <p>Email: <a href="mailto:cheridan.mathers@hcc.govt.nz">cheridan.mathers@hcc.govt.nz</a></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Level 4  73 Rostrevor Street  Hamilton 3240  <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the liabilities?**

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**6. What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**7. When can the Authority be terminated?**

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**8. How are notices sent and when are they received?**

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**9. What about the payment of costs?**

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**10. Are there any Special Conditions?**

- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**11. Can the Authority be varied?**

- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

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## SCHEDULE 3

### SPECIAL CONDITIONS

#### Crown Property

1. This Authorisation gives the Authority Holder the right to catch alive, liberate and mark absolutely and partially protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Banding

3. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
4. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
5. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
6. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
7. If a band is taken off a bird for any reason, it must NOT be used on another bird.
8. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
9. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
10. A designated Level 3 bander, under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
11. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

#### Mist Netting

12. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("the Bird Banding Manual").

13. A Level 3 Certified mist-netter, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
14. The Authority Holder must not leave any mist-net lines unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).

**Miscellaneous**

15. Schedule 2 clauses 2.5 is deleted.
16. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

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**SCHEDULE 4**

<b>Common name</b>	<b>Scientific name</b>
1. North Island Fantail	<i>Rhipidura fuliginosa placabilis</i>
2. Grey Warbler	<i>Gerygone igata</i>
3. Long-tailed cuckoo	<i>Eudynamys taitensis</i>
4. Morepork	<i>Ninox n. novaeseelandiae</i>
5. New Zealand kingfisher	<i>Todiramphus sanctus vagans</i>
6. Shining cuckoo	<i>Chrysococcyx lucidus</i>
7. Tui	<i>Prothemadera n. novaeseelandiae</i>

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## SCHEDULE 5

Common name	Scientific name
1. Silvereye	<i>Zosterops lateralis</i>

Released under the Official Information Act



# Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 78025-FAU

THIS AUTHORITY is made this 10<sup>th</sup> day of December 2019

## PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Northern NZ Seabirds Charitable Trust (the Authority Holder)

## BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 and

AUTHORISES the Authority Holder pursuant to sections 9, 14(1B) and 14A(3) of the Wildlife Act 1953

PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987

PERMITS the Authority Holder pursuant to sections 49 and 50 of the Reserves Act 1977

subject to the terms and conditions contained in this Authority and its Schedules.

\_\_\_\_\_  
SIGNED on behalf of the Grantor by David Spiers, Chief Advisor, Planning System, acting  
under delegated authority

in the presence of:

\_\_\_\_\_  
Witness Signature

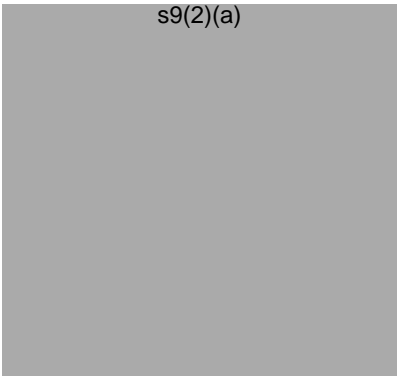
Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at the Director-General's **office** at  
18-32 Manners Street, Wellington.

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p><b><u>To catch, handle, take samples from, and band all</u></b>  Seabirds (including tube-nosed seabirds, gannets and their allies, and gulls and terns and their allies)  Orders: - <i>Procellariiformes</i>, <i>Pelecaniformes</i>, and <i>Charadriiformes</i></p> <p><b><u>Method(s) to catch and handle:</u></b></p> <ol style="list-style-type: none"> <li>Hand capture</li> <li>Mist nets</li> <li>Leg snares</li> <li>I crooks</li> <li>Drop traps</li> <li>Spotlight/hand net</li> <li>Gas powered net gun</li> </ol> <p><b><u>Samples, Amounts and Methods:</u></b></p> <table> <tr> <th>Sample</th><th>Method</th><th>Amount</th></tr> <tr> <td>Feathers</td><td>Pluck breast or flank feathers</td><td>2-3 feathers per individual</td></tr> <tr> <td>Blood</td><td>Puncture of the brachial vein Where it crosses the humerus. Collection normally passively into capillary tubes, sometimes directly into syringe. Also blood from tarsal vein</td><td>Varies depending on requirements and size of bird. Always less than 1% of body weight, normally 0.5ml or less</td></tr> </table> <p><b><u>Marking, Banding and Tagging:</u></b></p> <ol style="list-style-type: none"> <li>Tail-mounted radio transmitters will be used by tying, taping and gluing to the base of the central tail feathers in accordance with DOC's SOP doccm-708207</li> <li>Metal, colour and alphanumeric bands will be attached to tarsus of birds in accordance with Bird Banders Manual</li> </ol>	Sample	Method	Amount	Feathers	Pluck breast or flank feathers	2-3 feathers per individual	Blood	Puncture of the brachial vein Where it crosses the humerus. Collection normally passively into capillary tubes, sometimes directly into syringe. Also blood from tarsal vein	Varies depending on requirements and size of bird. Always less than 1% of body weight, normally 0.5ml or less
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2.	<p>The Land (Schedule 2, clause 2)</p>	<ol style="list-style-type: none"> <li>All Public Conservation Land; and</li> <li>other locations with landowner permission.</li> </ol>									
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> 									



		<div data-bbox="676 156 1051 403" data-label="Text"> <p>s9(2)(a)</p> </div> <p>r. Level 1 Bird Banders must be directly supervised by Level 3 banders</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 01 November 2019 and ending on and including 31 October 2029
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p><b>The Authority Holder's address in New Zealand is:</b></p> <div data-bbox="651 680 849 913" data-label="Text"> <p>s9(2)(a)</p> </div>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4, 73 Rostrevor Street Hamilton 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 **The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.**

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 **The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder **agrees to exercise the Authority at the Authority Holder’s own** risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder’s** exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s **exercise** of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and Grantor’s **notices and** directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) **in the Grantor’s opinion, the carrying out of the Authorised Activity causes or** is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder either:
- (a) One calendar **months' notice** in writing; or
  - (b) such other prior notice which in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 5th working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 **If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.**
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land. All field equipment and personnel working on the Nature Reserve islands must follow local operations staff biosecurity requirements.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. Annual Operational Plan

- 1.1 This Authority is conditional upon an Annual Operations Plan being approved by the Grantor's Operations Director of the relevant region for each component of work proposed to be undertaken under this authority within that region.
- 1.2 If the Authority Holder fails to obtain an approved Annual Operations Plan from the relevant Operations Director, authority to undertake those activities within the region in question will be terminated.
- 1.3 The Annual Operations Plan should include, as a minimum, the following details:
  - a. Names of the principal investigators and their institutions for the next 12 months
  - b. A list of all team members that are expected to be carrying out field work (where known by that date), including an assigned team lead for every project. This is also required for the entry permits for sites requiring special access (e.g. Nature Reserves)
  - c. Details of all sites proposed to be included in the work programme for the coming 12 months.
  - d. A copy of a general Health & Safety plan for the overall work programme and specific H&S plans/emergency procedures plan to be provided to the relevant DOC operations manager as part of any entry permit requests.
  - e. A description of what transport options will be used to access offshore study sites (boat hire or helicopters – these must be DOC approved operators) and a description of requirements for biosecurity checks of field gear.
  - f. The research topic areas being investigated at each site and over the full year.
  - g. A description of target species, any risks to non-target species, and key field sites for every proposed project for the year.
  - h. For every project the plan shall:
    - a. List the major methods to be applied from those agreed in this Authority (eg banding, blood sampling, tracking of birds etc).
    - b. Which months will the field work occur in?
    - c. Which iwi will need to be consulted with.
    - d. which DOC offices and Operations Managers will need to be consulted with to gain entry permits.
    - e. If any biological samples are to be collected that might need export permits or will be deposited at institutions within New Zealand.

#### 2. New Zealand National Bird Banding Scheme – **Bird Bander's Manual**

- 2.1 The Authority Holder must only undertake the Authorised Activity in accordance with Clause 1 of Schedule 1 of this Authority and the New Zealand National Bird Scheme Bird Bander's Manual (2011 edition and any subsequent revisions or amendments), hereafter referred to as the 'Bird Banding Manual'.

#### 3. Direction of District Offices and iwi consultation

- 3.1 The Authority Holder shall contact the Grantor's Operations Manager of the relevant Department of Conservation Office no less than five (5) working days prior to undertaking the Authorised Activity on public conservation land. Details of the proposed activity shall be provided to the relevant Operations Manager, including sites to be visited and wildlife involved. Operations Managers shall have the

discretion to not allow the undertaking of activities under this authority on public conservation land in relation to sites of cultural or environmental sensitivity, where treaty settlement obligations apply, where access or safety issues apply, or where the activity conflicts with or is the same as other research or monitoring programmes.

3.2 The Authority Holder shall follow any directions of the local Operations Manager regarding access arrangements the Department has with third parties regarding public conservation land.

3.3 The Authority Holder shall engage with tangata whenua prior to carrying out any activity involving the taking of feather or blood samples from protected wildlife in their rohe, except that tangata whenua shall be engaged up to forty (40) working days prior within the Central North Island Region, as directed by the local Operations Manager. Advice on engagement with tangata whenua shall be sought from the Grantor's Operations Managers. Should iwi not support the work, a separate authority for the activity will be required.

#### 4. Tangata whenua involvement

4.1 The Authority Holder shall invite a representative of the local iwi or **hapū** to be involved in the authorised activity at least 15 working days prior to carrying out the activity and shall provide the location and date and time the activity is to be carried out.

#### 5. Death of wildlife associated with activities covered by the authority

5.1 All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://intranet/our-work/biodiversity-and-natural-threatened-species/nz-threat-classification-system/>) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history.

5.2 The Authority Holder shall, where practical,

- Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen longer than 24 hours to delivery.
- Ensure appropriate measures are taken to minimise further deaths.
- Inform the Grantor and discuss whether it is necessary to halt all further handling until full investigations of death(s) occur.
- Pay for any costs incurred in investigation of the death of any species listed on this authorisation.

#### 6. Euthanasia

6.1 The Authority Holder shall not euthanise any wildlife unless the Authority Holder:

- Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
- Carries out the euthanasia under direction from the Grantor

#### 7. Property of the Crown

7.1 All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority

Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

## 8. Vegetation clearance, historic sites, non-target wildlife and track markers

### 8.1 Clause 5.1 of Schedule 2 is replaced with the following:

“The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; minimal campsite facilities, or light any fire on such public conservation land or erect any structure (other than trapping devices and/or holding facilities needed temporarily to undertake the Activity) on such public conservation land without the prior consent of the Grantor.

### 8.2 Notwithstanding Clause 7.1 above, sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing native vegetation, or causing any damage to any historic heritage site.

### 8.3 Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.

### 8.4 The Authority Holder shall remove all track markers, flagging tape or other material used at the catching and/or release areas for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.

## 9. Bird Capture

### 9.1 The Authority Holder must use a Level 3 Certified bird bander to supervise and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.

### 9.2 The Authority Holder must not leave any bird capture equipment unattended at any place where they may endanger wildlife or the public (e.g. across access tracks).

### 9.3 Only metal bird bands supplied by the Department of Conservation, are to be used, except where other marking techniques are authorised by the Banding Office.

### 9.4 The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds preferably after each field trip but by 01 April each and every year at a minimum.

### 9.5 Band recoveries must be submitted on the standard templates in electronic form. Band recoveries for banded dead birds are mandatory and other recapture data can also be submitted on electronic spreadsheets.

## 10. Expectations of the public

### 10.1 While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks for facilities unless required in the interests of public safety and/or safety of the birds.

### 10.2 If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.



## 11. Kauri Dieback

11.1 The Authority Holder must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathist* (PTA) Kauri Dieback Disease as specified by the website <http://www.kauridieback.co.nz/>. The Authority Holder must comply with general guidelines and for specific activities the relevant guidelines as specified on <http://www.kauridieback.co.nz/publications>. The Authority Holder must update itself on these websites on a regular basis.

11.2 The Authority Holder must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formerly know as Trigene) solution before entering and when moving between areas where there is kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

## 12. Myrtle Rust Biosecurity

12.1 The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

12.2 The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.

12.3 The Authority Holder shall carry large plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.

12.4 If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.

- a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
- b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
- c. Do not touch or try to collect samples as this may increase the spread of disease.

12.5 If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:

- a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
- b. Tie and spray the outside of the bag;
- c. Mist spray other clothing worn;
- d. Clean and spray all footwear and equipment, including packs., phones, glasses, watches, etc;
- e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle

12.6 The Authority Holder and their team shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

### 13. General Biosecurity

13.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the public conservation land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

### 14. Specific biosecurity – for pest free sites

14.1 When banding at a pest free site administered by the Department of Conservation, the Authority Holder shall follow the biosecurity procedures for that site as directed by the local District Office.

14.2 The Authority Holder must comply with the Department of Conservation's 'Pest free Island Biosecurity Checklist' ([\(DOC-2902017\)](#)).

14.3 Any commercial vessels to be taken to pest-free islands must hold a Pest-free warrant or have been inspected by a DOC Ranger, Biodiversity.

14.4 Any commercial vessels to be taken using a Department administered wharf must have a valid wharf landing permit or wharf licence.

### 15. Reports

15.1 Within 1 week of the conclusion of any visit to a site where entry permits are required, the authority holder shall provide a trip report by email to the local Operations Manager and to the relevant iwi outlining the results of the research in that area.

15.2 The Authority Holder must provide an annual report to the Grantor detailing the work undertaken over the course of the year. These reports must be electronically forwarded to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and each District Office where activities occurred, citing the Authority number 78025-FAU. These reports must be submitted by 01 July annually.

15.3 The Authority Holder must provide the Grantor with a copy of any publications/manuscripts or management reports arising from research under this Authority. These must be electronically forwarded to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing the Authority Number 78025-FAU.

15.4 The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public, if requested.

16. Transmitter attachment

- 16.1 Transmitters as specified in the annual operations plan and other electronic storage and transmission tags (compromising no more than 3% of an **animal's** body weight) may be attached.
- 16.2 During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by tags must have their tag removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
- 16.3 Every reasonable effort must be made to capture all individuals and remove tags at the conclusion of the Authorised Activity.

17. Te Hauturu-o-Toi/Little Barrier Island Nature Reserve

- 17.2 The Authority Holder must comply with all biosecurity and quarantine measures as advised by the Grantor.
- 17.3 The Authority Holder must comply with all directions of the Little Barrier Island Ranger while on Te Hauturu-o-Toi/Little Barrier Island Nature Reserve.
- 17.4 An entry permit is required to undertake this research on Te Hauturu-o-Toi-Little Barrier Island Nature Reserve. The Authority Holder must apply for an entry permit at least 20 working days prior to any intended visit to the island.
- 17.5 Any commercial vessels to be taken to the Island must hold a Pest-free Warrant and be on the biosecurity approved vessel list for the Land.
- 17.6 If staying overnight, the Authority Holder must contact the Little Barrier Island Ranger (s9(2)(a) or [littlebarrier@doc.govt.nz](mailto:littlebarrier@doc.govt.nz)) to book the bunkhouse.

18. Other Conditions

- 18.1 Clause 2.6 of Schedule is amended. There is no requirement to get authorisation to publish results.
- 18.2 A new clause is added to Schedule 2, clause 9.1 (c), to read as follows:  
“or for any other reason that the Grantor may decide.”



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78072-CAP

**THIS AUTHORITY** is made this 18<sup>th</sup> day of June 2020

### **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)  
**AND**

**New Zealand Bird Rescue Charitable Trust** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



SIGNED on behalf of the Grantor by George Taylor, Operations Manager, Aotea/Great Barrier acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity-</p> <ul style="list-style-type: none"> <li>a) To obtain alive absolutely protected wildlife for the purpose of rehabilitation as listed in Schedule 4</li> <li>b) To kill absolutely protected as listed under schedule 4 of this Authority, for the purpose of the wildlife to be humanely euthanised</li> </ul> <p>Quantity-</p> <ul style="list-style-type: none"> <li>c) As required</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a) s9(2)(a)</li> <li>b)</li> <li>c)</li> <li>d)</li> <li>e)</li> <li>f)</li> <li>g)</li> <li>h)</li> <li>i)</li> <li>j)</li> <li>k)</li> <li>l) Anyone directly supervised under aforementioned authorised personnel.</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 June 2020 and ending on and including 19 June 2025</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor's address</b></p>	<p>The Grantor's address for all correspondence is:</p>

	for notices	Hamilton Permissions Team Level 3 73 Rostrevor Street Hamilton 3204 Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**



- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation and Grantor's **notices and directions**?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
  - 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
  - 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate or sell to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder must separate all wildlife held for rehabilitation from captive pet or aviary birds.
4. The Authority Holder must release all wildlife where it was found or as directed by the Grantor. The holder must not release the wildlife into a reserve, national park or conservation area **without the Grantor's prior written consent.**
5. Wildlife held for rehabilitation must not be displayed to the public.
6. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
7. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) by 30 June in each year a copy of these annual records.
8. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
9. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
10. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately euthanise the animal, or inform the Grantor and comply with any directions.
11. The Authority Holder must notify the Grantor immediately on receipt of threatened protected species.

12. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist on an annual basis by the 30<sup>th</sup> June and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)
13. The Authority holder may euthanise any protected species on animal welfare grounds if it is recommended by a veterinarian, or where directed by the Department of Conservation. For acceptable methods of avian euthanasia, consult the policy document of the New Zealand Veterinary Association.
14. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other **reason that the Grantor may decide**".
15. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way. All media must be explained in the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
16. The Authority holder may transfer or receive protected species to or from another facility, providing such facilities are authorised to obtain the protected species; or the transfer is to or from a DOC facility.

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## SCHEDULE 4

Species name - common	Species name - Scientific
New Zealand Dabchick	<i>Poliocephalus rufopectus</i>
Australasian little grebe	<i>Tachybaptus novaehollandiae</i>
Blue penguin	<i>Eudyptula minor</i>
Teal - Grey	<i>Anas gracilis</i>
Teal - Brown	<i>Anas chlorotis</i>
Duck - Grey	<i>Anas superciliosa</i>
NZ Scaup	<i>Aythya novaseelandiae</i>
Australasian shoveler	<i>Anas rhynchotis</i>
Albatrosses - all spp	<i>Diomedea and Phoebastria</i> spp
Mollymawks - all spp	<i>Thalassarche</i> spp
Petrels - Giants - all spp	<i>Macronectes</i> spp
Petrels - Fulmarine spp and blue	Diverse spp families
Petrels - Gadfly	<i>Pterodroma</i> spp
Prions - all spp	<i>Pachyptila</i> spp
Petrels - Procellaria spp	<i>Procellaria</i> spp
Shearwaters - all spp	<i>Puffinus and Calonectris</i> spp
Storm Petrels - all spp	<i>Pelagodroma</i> , all spp
Bulwer's Petrel	<i>Bulweria bulwerii</i>
Diving Petrels - all spp	<i>Pelecanoides</i> spp
Frigatebirds - all spp	<i>Fregata</i> spp
Gannet - Australasian	<i>Morus serrator</i>
Gannet - Cape	<i>Morus capensis</i>
Booby - Masked	<i>Sula dactylatra</i>
Booby - Brown	<i>Sula leucogaster</i>
Shags - all spp	<i>Phalacrocorax</i> spp
Hérons - all spp	Ardeid spp
Bitterns - all spp	<i>Botaurus poiciloptus</i> and spp
Spoonbill - Royal	<i>Platalea regia</i>
Swamp Harrier	<i>Circus approximans</i>
Raptor spp	<i>Falconiformes</i>
Weka	<i>Gallirallus australis</i>
Rail - all spp	<i>Rallidae</i> spp
Crake - all spp	<i>Porzana</i> spp
Gallinules - all spp	<i>Rallidae</i> spp
Snipe - all spp	<i>Coenocorypha and Gallinago</i> spp
Knot - all spp	<i>Calidris</i> spp
Sandpiper - all spp	<i>Scolopacidae</i> spp
Stint - all spp	<i>Calidris</i> spp
Curlew - all spp	<i>Numenius</i> spp
Whimbrel - all spp	<i>Numenius</i> spp
Godwit - all spp	<i>Limosa</i> spp

Dowitcher - Asiatic	<i>Limnodromus semipalmatus</i>
Phalarope - all spp	<i>Phalaropus</i> spp
Wrybill	<i>Anarhynchus frontalis</i>
Turnstone	<i>Arenaria interpres</i>
Sanderling	<i>Calidris alba</i>
Oystercatcher - all spp	<i>Haemotopus</i> spp
Plover - all spp	<i>Pluvialis</i> spp
Stilt - all spp	<i>Himantopus</i> spp
Avocet - Red-necked	<i>Recurvirostra novahollandiae</i>
Dotterel - all spp	<i>Charadriiformes</i>
Skua - all spp	<i>Stercorariidae</i>
Terns - all spp	<i>Sternidae</i>
Noddies - all spp	<i>Laridae</i>
New Zealand Pigeon	<i>Hemiphaga chathamensis</i>
Parrots - all native spp	Psittacine spp
Cuckoos - all spp	<i>Cuculidae</i>
Owls - all spp	Falconiformes
Kingfisher	<i>Todiramphus sanctus</i>
Swifts and swallows - all spp	<i>Apodidae</i> and <i>Hirundinidae</i>
Passerines - all native spp	<i>Passeriformes</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78200-CAP

**THIS AUTHORITY** is made this 16<sup>th</sup> day of March 2020

**PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a) (the Authority Holder)

**BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

**OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Scott Antcliff, Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature: \_\_\_\_\_

Witness Name: Rebecca Rush

Witness Occupation: Senior Ranger/Supervisor, Community

Witness Address: 24 Wellesley St, Auckland

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.



# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity: rehabilitation of injured or sick protected bird species for this purpose.</p> <p>List of bird species and families</p> <ol style="list-style-type: none"> <li>Arctic Skua (<i>Stercorarius parasiticus</i>)</li> <li>Australasian Gannet (<i>Morus serrator</i>)</li> <li>Banded Rail (<i>Gallirallus philippensis assimilis</i>)</li> <li>Cuckoos (Cuculidae)</li> <li>Dotterels (Charadriidae)</li> <li>Fantail (<i>Rhipidura fuliginosa placabilis</i>)</li> <li>Grey Warbler (<i>Gerygone igata</i>)</li> <li>Gulls (Laridae)</li> <li>Harrier (<i>Circus approximans</i>)</li> <li>Herons (Ardeidae)</li> <li>Kaka (<i>Nestor meridionalis septentrionalis</i>)</li> <li>Kereru/New Zealand Pigeon (<i>Hemiphaga novaeseelandiae</i>)</li> <li>Kingfisher (<i>Todiramphus sanctus vagans</i>)</li> <li>New Zealand Pipit (<i>Anthus novaeseelandiae novaeseelandiae</i>)</li> <li>Oystercatchers (Haematopodidae)</li> <li>Penguins (Spheniscidae)</li> <li>Petrels, Prions and Shearwaters (Procellariidae)</li> <li>Pied Stilt (<i>Himantopus himantopus leucocephalus</i>)</li> <li>Ruru/Morepork (<i>Ninox novaeseelandiae novaeseelandiae</i>)</li> <li>Shags (Phalacrocoracidae)</li> <li>Silvereye (<i>Zosterops lateralis lateralis</i>)</li> <li>Spotless Crake (<i>Porzana tabuensis tabuensis</i>)</li> <li>Terns (Sternidae)</li> <li>Tui (<i>Prothemadera novaeseelandiae novaeseelandiae</i>)</li> <li>Welcome Swallow (<i>Hirundo neoxena neoxena</i>)</li> <li>Weka (<i>Gallirallus australis greyi</i>)</li> </ol> <p>b) Quantity: Unknown at this stage</p> <p>c) Method: Exhausted, starving or injured birds of the aforementioned species will be supplied by arrangement for the purposes of rehabilitation by the Applicant in the aviaries located at the address.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Address:</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>1. s9(2)(a)</p>

4.	Term (Schedule 2, clause 4)	Commencing on and including 09 March 2020 and ending on and including 08 March 2030.
5.	Authority <b>Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is:  s9(2)(a)  Phone: s9(2)(a)
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b>  Permissions Team 73 Rostrevor Street HAMILTON  Phone: 07 858 1000 Email: permissionshamilton@doc.govt.nz

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder **agrees to exercise the Authority at the Authority Holder's own** risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability

which may arise in respect of any accident, damage or injury occurring to any person **or property arising from the Authority Holder's exercise of the Authorised Activity.**

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
    - (a) the Authority Holder breaches any of the conditions of this Authority; or
    - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
    - (a) in the case of personal delivery, on the date of delivery;
    - (b) in the case of post, on the 3rd working day after posting;
    - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?

- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

Special conditions relevant to this application:

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. If species of significant taonga die or are euthanised, the wildlife carer can notify Iwi to apply for an authorisation to obtain such species or materials and hold onto such species or materials until the grantor approves or declines such an application.
4. The Authority Holder is strongly encouraged to use current best practice when undertaking the Authorised Activity. The current best practice guidelines for wildlife rehabilitators includes the following information:
  - the WReNNZ website, located at <https://www.wrennz.org.nz/>,
  - the ANZCCART website, located at <https://anzccart.org.nz/>
  - the DOC Captive Management SOP, **which can be obtained from DOC's Motueka Office.**
5. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
6. Authority Holders must complete and return the Wildlife Rehabilitators Self-audit Checklist on an annual basis by the 30<sup>th</sup> June and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).
7. The wildlife held in possession under this Authority must not be displayed to the public.
8. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
9. The Authority Holder must separate all sick and injured wildlife from birds held captive for species management and rehabilitation purposes.
10. The Authority Holder must not euthanise any wildlife unless:

- a. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  - b. a veterinarian recommends euthanasia on animal welfare grounds; or
  - c. the Authority Holder euthanises the wildlife under direction from the Grantor
11. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours
  - b. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
  - c. send, at the Authority Holder's costs, the body to Massey University Wildlife PostMortem Service for necropsy, along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
12. The Authority Holder may take blood, feather and cloacal swab samples from the wildlife.
13. All blood, feather and cloacal samples taken must be used for the purpose of disease screening and disease management. No samples must be taken or used for any form of research.
14. All blood and feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure provided to the Authority Holder by the Grantor on the granting of this Authority.
15. The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.
16. The Authority Holder must immediately inform the Grantor if it no longer wishes to hold wildlife or participate in their rehabilitation.
17. The Authority Holder must notify the Department (local DOC Office) no less than a week in advance prior to commencing the break from the authorised activity.
18. The Authority Holder must make its holding facilities/aviaries available for inspection by the Grantor at least once a year, or at any other such times as deemed necessary by the Grantor.



19. If required by the Grantor, the Authority Holder shall make such improvements to the its holding facilities/aviaries as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the wildlife.
20. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way. All media must be explained in the context and setting of your rehabilitation operation i.e. that individual animals are held in temporary captivity for the purpose of rehabilitation, with permission from the Department of Conservation.
21. The holder may euthanise any protected species on animal welfare grounds if it is recommended by a veterinarian, or where directed by the Department of Conservation. For acceptable methods of euthanasia, consult the policy document of the New Zealand Veterinary Association.

#### Bird Banding

22. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Banding Scheme Bird Bander's Manual**.
23. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
24. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
25. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
26. If a band is taken off a bird for any reason, it must NOT be used on another bird.
27. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
28. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
29. A designated Level 3 bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

30. Colour banding (including the use of alpha-numeric bands and jesses) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

Released under the Official Information Act



## Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 78200-CAP

THIS DEED OF VARIATION OF AN AUTHORITY is made this 16<sup>th</sup> day of November 2021

### PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

s9(2)(a) the Authority Holder)

### BACKGROUND

- A.** By an Authorisation dated the 16<sup>th</sup> day of March 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

#### 1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Schedule 1, clause 3 has been edited to remove s9(2)(a) as an authorised person.

Pursuant to section 53 of the Wildlife Act 1953

Pursuant to section 38 of the Conservation Act 1987

#### 2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

#### 3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart, Business Support Manager, Planning Permissions and Land, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act



## Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 78220-FAU

THIS AUTHORITY is made this 23 October 2020

### PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Guardians of the Bay of Islands Incorporated (the Authority Holder)

### BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53(2) of the Wildlife Act 1953 and **PERMITS** the Authority Holder pursuant to section 59A of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

\_\_\_\_\_  
SIGNED on behalf of the Grantor by Bronwyn Bauer-Hunt, Operations Manager,  
Bay of Islands District Office, acting under delegated authority in the presence of:

\_\_\_\_\_  
Witness Signature

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>a. Activity -</p> <ul style="list-style-type: none"> <li>i. Obtain alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</li> <li>ii. Monitor fauna on a reserve</li> </ul> <p>b. Quantity – obtain alive and liberate – as required</p> <p>c. Method – the wildlife must be obtained alive by way of transfer from the Auckland Zoo</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>a. Obtain alive</p> <ul style="list-style-type: none"> <li>i. Auckland Zoo, Motions Road, Western Springs, Auckland 1022</li> </ul> <p>b. Liberate</p> <ul style="list-style-type: none"> <li>i. Motuaroahia Island Recreation Reserve, Latitude: 1705980 Longitude: 6100349subject to Schedule 2.2 and Schedule 3.4</li> <li>ii. Moturua Island Scenic Reserve</li> <li>iii. Urupukapuka Island Recreation Reserve</li> </ul> <p>c. Visual searches for monitoring</p> <ul style="list-style-type: none"> <li>i. Moturua Island Scenic Reserve</li> <li>ii. Urupukapuka Island Recreation Reserve</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>c. Any other person under the supervision of a-b above</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 22 October 2020 and ending on and including 21 October 2030</p>
5.	<p><b>Authority Holder's</b> address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the



- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international **“Leave No Trace” Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
6. What are the liabilities?
- 6.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.**
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder’s exercise** of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
7. What about compliance with legislation **and Grantor’s** notices and directions?
- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
8. Are there limitations on public access and closure?
- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.
9. When can the Authority be terminated?
- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor’s opinion**, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to obtain alive and liberate absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The obtaining alive, liberation and monitoring of the wildlife must be undertaken in accordance with the approved translocation proposal contained under Schedule 5 of this Authority including any subsequent amendments approved by the Grantor. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.
4. The Authority Holder is only Authorised to liberate the wildlife into the Motuarohia Island Recreation Reserve, Latitude: 1705980 Longitude: 6100349, subject to the consent of the Motuarohia Settlers Association.
5. If any of the 'gifting' (source site) whānau/hāpu/iwi and/or 'receiving' (release site) whānau/hāpu/iwi have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.
6. Within 6 month of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz), [bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78220-FAU.
7. The Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any wildlife authorised by this Authority. This report must be submitted by 30 June annually. This report must be electronically forwarded to the Grantor at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz), [bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78220-FAU.
8. Upon expiry, surrender or termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. This report must be submitted by 30 June annually. This report must be electronically forwarded to the Grantor at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz), [bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78220-FAU.
9. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
10. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.
11. **The Authority Holder must comply with the Department of Conservation's 'Pest-free Island Biosecurity Checklist contained under Schedule 5 of this Authority.**

12. The Authority Holder must contact the Grantor's Bay of Islands District Office Biosecurity Ranger ([bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz)) at least four weeks prior to the activity to discuss biosecurity arrangements. The Authority Holder must cite Authority number 78220-FAU when making such notification.
13. The Authority Holder must have all commercial vessels inspected by a Department of Conservation Ranger prior to accessing the authorised land.
14. If any predators are discovered on the Authorised land, the Authority Holder must immediately notify the Grantor's Bay of Islands District Office and follow the directions of the Grantor, which may include postponement of the authorised activities.
15. All wildlife must be handled using accepted best practice and as carefully as possible.
16. If any of the wildlife die whilst being obtained alive and liberated, or are found dead post-liberation, the Authority Holder shall:
  - a. notify the Grantor's Bay of Islands District Office within 24 hours
  - b. **provide the Grantor with details of the animal's history**
  - c. discuss with the Grantor whether further obtain alive and liberation should occur pending investigation of the death(s)
  - d. pay for the costs incurred for all investigations into the death any wildlife
  - e. ensure appropriate measures are taken to minimise further deaths
17. The wildlife shall be transported in appropriately designed transfer boxes and all containers containing any wildlife that are to be sent by any carrier, forwarding agent or by any other means, shall be plainly marked on the outside in such a manner as to give a list and description of the contents and the name and address of the consignor and consignee.
18. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination of all wildlife to **be transferred using the 'Auckland Zoo – Reptiles and Invertebrates section-Husbandry Sheet'** as a guide. The Authority Holder must not liberate any wildlife exhibiting any sign of illness or abnormality.
19. To apply for variations to the Translocation Proposal the Authority Holder must apply to the Department of Conservation Permissions Team, by email ([permissions@doc.govt.nz](mailto:permissions@doc.govt.nz)).
20. The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s **"Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways.** **"Check, Clean, Dry" cleaning methods can be found at -** <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.

21. The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (*Phytophthora taxon agathis*) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, personal items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri.
22. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes **pōhutukawa, mānuka, kānuka, rātā** and ramarama. See <https://www.myrtlerust.org.nz/>.
23. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
24. The Authority Holder shall carry large black plastic bags and tape, 70% alcohol in spray bottles or gel product (e.g. methylated spirits or hand sanitiser, respectively), Isopropanol wipes and a means to record details of an infection should they find it (e.g. smart phone or camera and GPS) while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.
25. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
  - a. Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalist.nz/projects/myrtle-rust-reporter>), or record the approximate location to report on return.
  - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - c. Do not touch or try to collect samples as this may increase the spread of the disease.
  - d. Check all persons and equipment for myrtle rust spore contamination, it looks and acts like a yellow powder and is easily spread when disturbed.
26. If the Authority Holder or members of their team believe they have myrtle rust spores on them or their gear (clothing, equipment, bags, glasses, phones, etc.), team members must decontaminate with 70% alcohol as per below:
  - a. spray obviously contaminated clothing/hats/footwear/equipment and place everything that can be in large plastic bag; and
  - b. tie and spray the outside of the bag; and
  - c. spray or blob alcohol-gel on all other contaminated skin, clothing or equipment, including packs, that cannot be bagged (i.e. being worn); and
  - d. wipe or spray all sensitive equipment, phones, glasses, watches etc.
27. The Authority Holder and their team members shall wash all contaminated equipment and clothing as soon as possible to remove any spores (which may be invisible). Wash in an extended hot (**≥40°C**) **wash with detergent** or follow options (point 7.) found here <https://www.myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>
28. The Authority Holder and their team members shall have a hot shower and clean their hair after cleaning contaminated gear to remove any spores (which may be invisible).

29. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
30. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
31. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.
32. A new clause 5.1.1 is added to Schedule 2, to read as follows:  
“The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on the land where the Authorised Activity will take place”.
33. A new clause 9.1 (c) is added to Schedule 2, to read as follows:  
“Or for any other reason that the Grantor may decide”.

Released under the Official Information Act

## SCHEDULE 4

Common name	Scientific name
1. Giant weta	<i>Deinacrida heteracantha</i>

Released under the Official Information Act



## Wildlife Act Authority for wildlife located on public conservation land and private land

Authorisation Number: 78256-FAU

**HIS AUTHORITY** is made this 2<sup>nd</sup> day of June 2021

**PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation** (the Grantor)

**AND**

**Mahinepua-Radar Hill Landcare Group** (the Authority Holder)

**BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

**OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955.

**PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977.

Subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

**SIGNED** on behalf of the Grantor by Sue Reed-Thomas, Director Operations, acting under delegated authority

s9(2)(a)

Witness Signature



Witness Name: LOUISA GRIT

Witness Occupation: Manager, DOC

Witness Address: 2 SOUTH GND AVE, Whangarei

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	a) Activity – <ul style="list-style-type: none"> <li>i. to catch alive absolutely protected wildlife for the purpose of advocacy.</li> <li>ii. To place transmitters on 2 Northland Brown Kiwi for advocacy purposes.</li> </ul> b) Species – North Island Brown Kiwi ( <i>Apteryx mantelli</i> ).
		c) Quantity – Two North Island Brown Kiwi
		d) Method – <ul style="list-style-type: none"> <li>i. Certified kiwi handler and certified kiwi conservation dog to locate kiwi during daylight hours</li> <li>ii. Catch alive by hand</li> <li>iii. marking:               <ul style="list-style-type: none"> <li>i. Transmitter attachment subject to Schedule 3.7.</li> </ul> </li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	<b>Public Conservation Land:</b> Tauranga Valley Scenic Reserve.  <b>Other land:</b> Mahinepua-Radar Hill Landcare Group Incorporated Management Area (private land only).
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	a) Any other person who is a registered and accredited kiwi handler as per Schedule 3.7.  b) Any other person who is not a registered and accredited kiwi handler under the direct supervision of an accredited kiwi handler trainer as specified in Schedule 3.7.
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 23 June 2021 and ending on and including 22 June 2023.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a) [Redacted] [Redacted] [Redacted]
6.	<b>Grantor's address</b>	The Grantor's address for all correspondence is:

	<b>for notices</b>	Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the obligations to protect the environment?**

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

**6. What are the liabilities?**

- 6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

**7. What about compliance with legislation and Grantor's notices and directions?**

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

**8. Are there limitations on public access and closure?**

- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

**9. When can the Authority be terminated?**

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

**10. How are notices sent and when are they received?**

- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

**11. What about the payment of costs?**

- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

**12. Biosecurity**

- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

**13. Are there any Special Conditions?**

- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

**14. Can the Authority be varied?**

- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **Schedule 3**

#### **Special conditions relevant to this application:**

### **SPECIAL CONDITIONS**

1. The Authority Holder must ensure that capture, handling, transmitter attachment, holding, and release follows the Department's Kiwi Best Practice Manual as provided online at:  
<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
2. If any kiwi die, the Authority Holder must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
3. If required in writing by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (including catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds.
4. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.
5. The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its volunteers or contractors if the Grantor so requests.
6. Catching and handling must only occur for the purpose of husbandry and/or health or transmitter checks, attaching transmitters.
7. Transmitters may be attached to up to two kiwi on the land identified under Schedule 1.2.2.a. The transmitter and attachment must weigh <2% of the body weight for kiwi weighing <1200g and no more than 25g for kiwi weighing >1200g. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department's Kiwi Best Practice Manual provided online at:  
<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
8. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.
9. The Authority Holder may allow for up to five observers to attend health checks and transmitter changes at the frequency of no more than twice a year and outside the period of 16 May to December inclusive.
10. The advocacy encounters must be undertaken in accordance with the Department's Kiwi Best Practice Manual provided online at:
11. <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>.

- 12.** The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and follow the Kiwi Best Practice Manual.
- 13.** The Authority Holder consents to audits being undertaken, to inspect the kiwi, the facilities in which they may be contained, and adherence to the advocacy and welfare plans. The Authority Holder must comply with any directions of the auditor and provide reasonable assistance to the auditor to undertake the inspection. The Grantor may recover costs of audits from the Authority Holder.
- 14.** The Authority Holder must supply a report to the Grantor no later than 30 June of each year including:
- An updated advocacy plan following the Wild Kiwi Advocacy Template – DOC-5969037 (Schedule 5)
  - Number of advocacy encounters undertaken
  - A list of individual birds used and encounter dates
  - Number of people that participated in an advocacy encounter
  - Any conservation outcomes achieved as a result of the advocacy encounter
  - Details of any transmitters not recovered
- 15.** The Authority Holder must comply with the Ministry of Primary Industries (MPI)’s “Check, Clean, Dry” cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. “Check, Clean, Dry” cleaning methods can be found at – <http://www.biosecurity.govt.nz>. The Authority Holder must regularly check this website and update their precautions accordingly.

#### **SCHEDULE 4**

#### **LOCATIONS**





# Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78258-FAU

THIS AUTHORITY is made this 29<sup>th</sup> day of November 2019

## PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Christchurch City Council (the Authority Holder)

## BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

## OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53 (1) – (2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor  
by Andrew Thompson  
Operations Manager  
Mahaanui District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Merrilyn Grey

Witness Occupation: Community Ranger

Witness Address: Ōtautahi/Christchurch Office

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <p>i. to catch alive, liberate and kill, Southern grass skink (<i>Oligosoma</i> aff. <i>polychroma</i> Clade 5), for the purpose of species salvage and construction earthworks</p> <p>b. Quantity – as many as can be caught</p> <p>c. Method</p> <p>i. catch alive</p> <p>a. funnel traps</p> <p>b. pitfall traps</p> <p>c. artificial covered objects</p> <p>d. by hand</p> <p>ii. liberate – by hand</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Wilmers Basin, Hornby, Christchurch, as per the diagram under Schedule 4 of this Authority</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>d. Mark Penrice under the supervision of the persons listed under Schedule 1.3.1-c</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 29 November 2019 and ending on and including 28 November 2022</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>53 Hereford Street Christchurch Central Christchurch 8154 Fax: (03) 941-8033 Email: <a href="mailto:markpenrice@ccc.govt.nz">markpenrice@ccc.govt.nz</a></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Level 4 73 Rostrevor Street Hamilton 3240 <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise **the Authority at the Authority Holder's own** risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person **or property arising from the Authority Holder's exercise of the Authorised Activity.**



- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is** likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

10. Are there any Special Conditions?

10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

11. Can the Authority be varied?

11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Lizard Management Plan titled “*Wilmer’s Basin & Owaka Awatea Corridor*”, dated 22 November 2019 and included under Schedule 5 of this Authority, forms a Part of this Authority.
2. The Authorised Activities must be undertaken in accordance with the Lizard Management Plan.
3. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the Lizard Management Plan.
4. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
5. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.
6. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
7. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
8. For the purpose of this Authority, s9(2)(a) [REDACTED] are suitably experienced herpetologists.
9. Lizards must only be handled by the Personnel Authorised to undertake this Activity named in Schedule 1.3 of this Authority.
10. Lizard capture, handling and relocation should be undertaken at a suitable time of year [September – May] when lizards are active, as advised by a suitably experienced herpetologist.
11. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
12. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
13. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.

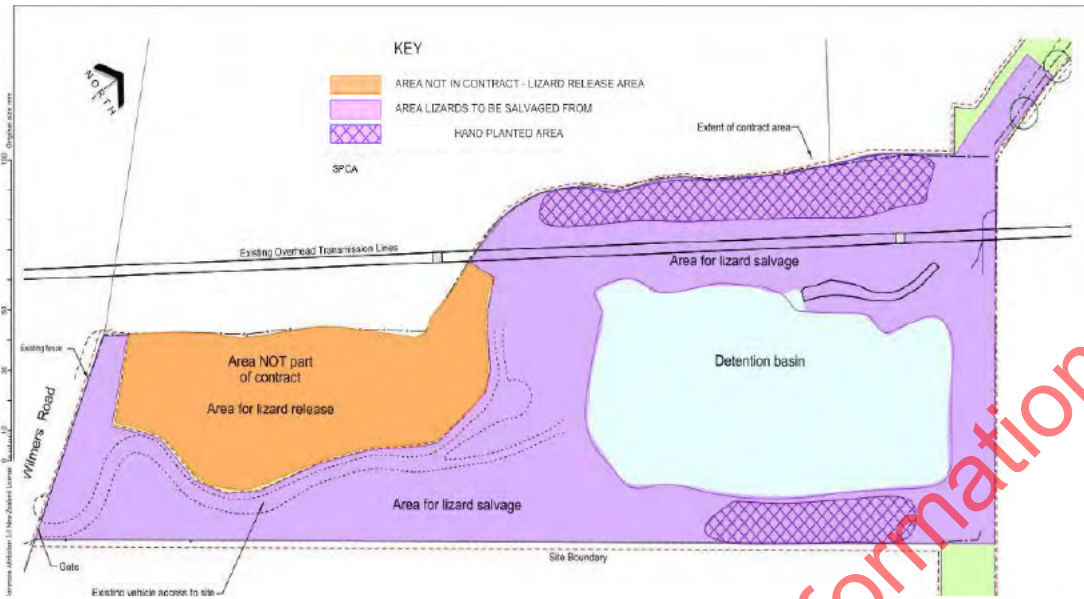
14. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
15. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
16. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
17. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.
18. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
- inform the Grantor within 24 hours;
  - chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - send the body to Massey University Wildlife Post Mortem Service for necropsy, **along with details of the animal's history;**
  - pay for any costs incurred in investigation of the death of any lizard; and;
  - if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
19. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Personnel listed under Schedule 1(3) to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Personnel listed under Schedule 1(3) or vet.
20. A report is to be submitted electronically to the Grantor ([permissionsshamilton@doc.govt.nz](mailto:permissionsshamilton@doc.govt.nz) and [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz)), by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must cite Authority number 78258-FAU and include:
- the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.



- e. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required,
  - f. planting, trapping and lizard population success
21. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).
22. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

Released under the Official Information Act

## SCHEDULE 4





# Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 78288-FAU

THIS AUTHORITY is made this 15<sup>th</sup> day of April 2021

## PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

## BACKGROUND

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, and

PERMITS the Authority Holder pursuant to section 50 of the Reserves Act 1977 and permits the Authority Holder pursuant to section 53(5)(g)(iv)

subject to the terms and conditions contained in this Authority and its Schedules.

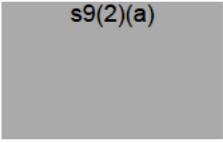
s9(2)(a)



SIGNED on behalf of the Grantor by David Hayes, Operations Manager, Sounds District  
acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at  
18-32 Manners Street, Wellington.

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	Activity: a) To catch alive, have in possession and liberate wildlife absolutely protected under the Wildlife Act 1953 Purpose: For the purpose of re-establishing populations Species: Flax weevil ( <i>Anagotus fairburni</i> ) Quantity: Minimum of 40 and maximum of 64 per island Method: Hand collection, placed into a suitable container and hand released.
2.	<b>The Land</b> (Schedule 2, clause 2)	To Catch alive: 1. Public Conservation Land: a) Tom Shand Scientific Reserve (Maud Island) b) Wakaterepapanui Island Recreation Reserve 2. Other land: a) Puangiangi Island  To liberate: Public Conservation Land a) Long Island Scenic Reserve b) Motuara Island Scenic and Historic Reserve c) Kaipupu Point Scenic Reserve d) Chetwode Island Nature Reserve (Nukuwaiata Island)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a) All suitably trained and experienced persons under the direct supervision of Steve Sawyer
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 April 2021 and ending on and including 31 March 2027
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a) [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder **must ensure that it adheres to the international “Leave No Trace” Principles at all times** ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
6. What are the liabilities?
- 6.1 The Authority Holder agrees to exercise the Authority at **the Authority Holder’s own** risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder’s exercise** of the Authorised Activity.
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder’s** exercise of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
7. What about compliance with legislation and Grantor’s notices and directions?
- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
8. Are there limitations on public access and closure?
- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.
9. When can the Authority be terminated?
- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor’s opinion**, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
  - 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
    - (a) in the case of personal delivery, on the date of delivery;
    - (b) in the case of post, on the 3rd working day after posting;
    - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
  - 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
  - 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
  - 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
  - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.



## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Adhere with translocation proposal

3. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal as set out in Translocation Proposal Application Form 11a and subsequent amendment attached as Appendix 1. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

#### Whānau/Hāpu/Iwi

4. **If any of the ‘gifting’ (source site) whānau/hāpu/iwi and/or ‘receiving’ (release site) whānau/hāpu/iwi** have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.

#### Translocation Reporting

5. Within two months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any Flax weevil (*Anagotus fairburni*) authorised by this Authority. This report must be electronically forwarded to the Grantor at [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78288-FAU.
6. From the start date of the authority until 31 March 2027, the Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any Flax weevil (*Anagotus fairburni*) authorised by this Authority. This report must be electronically forwarded to the Grantor at [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78288-FAU. This report must be submitted by 30 June annually.
7. Upon expiry of the authorisation to catch, handle, transfer and release the Flax weevil (*Anagotus fairburni*) or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 78288-FAU.
8. All reports must follow the Grantors Reporting Instructions for Translocations.

9. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Condition for multiple transfers over time.

10. The Grantor will review the results of each transfer. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.

Didymo biosecurity

11. The Authority Holder must comply with the Ministry for **Primary Industries' (MPI)'s "Check, Clean, Dry" cleaning methods** to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry" cleaning methods** can be found at - <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.

Island Biosecurity

12. The Authority Holder must comply with all guidelines and procedures issued by the Picton District Office in regard to Island biosecurity.

Myrtle Rust biosecurity

13. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
14. The Authority Holder and members of their team shall not leave vehicles or other equipment under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
15. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust while undertaking the Authorised Activity, they are not to touch the plant.
  - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - c. Do not touch or try to collect samples as this may increase the spread of the disease.
16. If the Authority Holder or members of their team believes they are in an infected area, all team members must decontaminate with SteriGENE as per below:
  - a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
  - b. Tie and spray the outside of the bag;
  - c. Mist-spray other clothing being worn;
  - d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
  - e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.

- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

#### Death of wildlife associated with activities covered by the authority

17. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if wildlife should die post-release and the body is found by the Authority Holder, the Authority Holder hold the specimen in a freezer and liaise with the Department of Conservation over appropriate disposal.
18. Should any of the wildlife die whilst undertaking the Authorised Activity, the Authority Holder shall notify the Grantor as soon as is reasonably practicable and provide the Grantor with details of the **animal's history and** discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.
19. The Authority Holder shall:
  - a. Ensure appropriate measures are taken to minimise further deaths.
  - b. Pay for any costs incurred in investigation of the death of any of the wildlife.

#### Property of the Crown

20. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.
21. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material.
22. The Authority Holder cannot sell the wildlife.

#### Private land

23. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### Transportation of any wildlife

24. The wildlife shall be transported in appropriately designed transfer boxes.

#### Expectations of the public

25. While undertaking the Authorised Activity:
  - a. The Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
  - b. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.



## Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 78325-FAU

**THIS AUTHORITY** is made this 23<sup>rd</sup> day of January 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**University of Otago** (the Authority Holder)

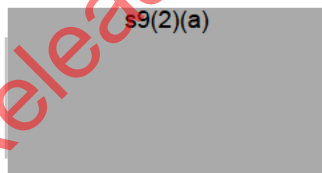
### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder pursuant to Section 14 and 53 of the Wildlife Act 1953 and Sections 4 and 5 of the National Parks Act 1980, **PERMITS** the Authority Holder pursuant to Part 3B and Section 19, 24 and 25 of the Conservation Act 1987 and **PERMITS** the Authority Holder pursuant to sections 17, 19, 20, 21 and 22 of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.



SIGNED on behalf of the Grantor by **Aaron Fleming** – Director Operations, Southern South Island acting under delegated authority in the presence of:

s9(2)(a)

\_\_\_\_\_  
Witness Signature

Witness Name: Caitlin Bowie

Witness Occupation: Permissions Advisor

Witness Address: Dunedin

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. to catch alive, hold and release absolutely protected wildlife;</li> <li>ii. to collect, hold and transfer feather samples;</li> <li>iii. to collect faecal sample; and</li> <li>iv. to mark</li> </ul> <p>b. Species –</p> <p>Yellow-eyed penguin (<i>Megadyptes antiodes</i>)</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. 50 penguins</li> <li>ii. as required</li> <li>iii. as required</li> <li>iv. 50 penguins</li> </ul> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. catch wildlife – <ul style="list-style-type: none"> <li>A. by hand</li> </ul> </li> <li>ii. collect feather samples – <ul style="list-style-type: none"> <li>A. off the ground, by hand</li> </ul> </li> <li>iii. collect faecal samples – <ul style="list-style-type: none"> <li>A. from Public Conservation Land, by hand</li> </ul> </li> <li>iv. mark – <ul style="list-style-type: none"> <li>A. by way of tracking tags</li> </ul> </li> </ul> <p>e. Purpose –</p> <ul style="list-style-type: none"> <li>i. for research.</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. All Yellow-eyed Penguin/ Hoiho habitat in the South Island and Rakiura and outliers;</p> <p>b. Whenua Hou/ Codfish Island Nature Reserve and Bench Island Nature Reserve subject to obtaining an Authority to access the Nature Reserve;</p> <p>c. Clauses a. &amp; b. are subject to the requirement to consult with Thomas Mattern and John Cockrem to</p>

		ensure the research Authorised here does not repeat sampling and complements research already underway.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. Prof. Phil Seddon;</p> <p>b. s9(2)(a) and</p> <p>c. Any other person who has been signed off in writing by Phil Seddon as competent to handle yellow-eyed penguin as part of this project.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 January 2020 and ending on and including 21 January 2025.
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Department of Zoology University of Otago 340 Great King Street Dunedin, 9016</p> <p><a href="mailto:pseddon@otago.ac.nz">pseddon@otago.ac.nz</a></p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's</b> address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p><a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the obligations to protect the environment?

5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the



Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the **international “Leave No Trace” Principles at all times** ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder agrees to exercise the Authority at the **Authority Holder’s own** risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property **arising from the Authority Holder’s exercise of the Authorised Activity**.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder’s exercise** of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation **and Grantor’s** notices and directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority;
- (b) **in the Grantor’s opinion**, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects; or

- (c) for any other reason that the Grantor may decide.
- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of wildlife, genetic material and any replicated genetic material.
2. The transfer of feather samples and faecal samples to certified laboratories to complete testing is specifically authorized.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party and wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The export of any blood or feathers or substances derived from them requires additional authorisation from the Grantor in writing.

#### Expectations of the public

5. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
6. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
7. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.
8. The authority holder must not disclose actual locations of any of the study sites to the general public.

#### Didymo

9. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s **"Check, Clean, Dry"** cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>.** The Authority Holder must regularly check this website and update their precautions accordingly.

#### Social media

10. The Authority Holder will not post any content (including but not limited to written, still photography or video footage) onto any social media site which show Hoiho/Yellow-eyed penguin being manipulated by researchers.

#### Euthanasia

11. The Authority Holder must not euthanise any wildlife unless:  
a veterinarian recommends euthanasia on animal welfare grounds; or  
the Authority Holder euthanises the wildlife under direction from the Grantor.

## Access

12. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained
13. The Authority Holder shall remove all track markers, flagging tape or other material used for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.
14. The Authority Holder must ensure any vessel hired to access a pest free site must hold a Pest-Free Warrant or be inspected by the local Ranger.
15. If the operator of a commercial vessel hired by the Authority Holder wishes to land at a wharf owned by the Grantor, the Authority Holder must ensure the vessel operator holds a licence or permit authorising the use of that wharf.
16. The Authority Holder must ensure that public access is not impeded by their party.
17. This Authorisation does not grant any exclusive right to the use of the conservation land and consideration must be given to others.
18. This Authorisation does not confer any right of access over any private land or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authorisation the Grantor does not warrant that such access can be obtained.

## Reporting

19. The Authority Holder must compile and forward, annual tagging and band recovery **schedules, for the Grantor's Wellington banding office and for DOC's Dunedin Office).**
20. Summaries of results are to be provided to the Department quarterly. The Department of Conservation undertakes to only use these summaries internally.
21. Upon completion of the research or termination of the Authority, the Authority Holder must forward a copy of the research findings, any reports and/or publications to the Grantor within one month. This should include any implications for conservation management.
22. Upon completion of the Authorised Activity or the surrender or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).
23. The final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number 78325-FAU;
  - b. a summary of research findings; and
  - c. any implications for conservation management.
24. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

### Marking

25. This Authority is not to be activated until an approval from the Animal Ethics Committee of the **researcher's institution as per the Animal Welfare Act 1999** is obtained.
26. The Authority Holder will ensure only wildlife over 5kgs are handled.
27. Any transpondering proposed to be undertaken as part of this Research Authority will be undertaken in compliance with the Transpondering SOP (Available from the Department).

### Transmitter/Transponder attachment

28. Satellite GPS tags (comprising no more than 5% of a bird's body weight) may be attached to the lower back of the study penguins.
29. Regardless of attachment method in no cases may any epoxy resin come into contact with the feathers of the bird.
30. Any penguins found, upon recapture, to be injured or otherwise adversely affected by a transmitter, must have their transmitter removed and not be fitted with a transmitter again. A full report of the details of injury will be provided to the Grantor, to help develop best practice.
31. Every reasonable effort must be made to capture all individuals and remove transmitter tags at the conclusion of the authorised activity.

Released under the Official Information Act



## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78347-FAU

**THIS AUTHORITY** is made this 21<sup>st</sup> day of December 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

s9(2)(a) (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jenny Nelson-Smith, Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature:

Witness Occupation: Senior Ranger, Community, DOC Hawke's Bay District

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>(a) Activity – To obtain alive and release wildlife identified at Schedule 1.1(b) for the augmentation of the existing population.</p> <p>(b) Gamebird species (“Gamebirds”):</p> <ul style="list-style-type: none"> <li>- Mallard Duck (<i>Anas platyrhynchos</i>)</li> </ul> <p>(c) Quantity – 50 Mallard Ducks to be obtained and released per year (defined as any 12-month period) for a period of ten (10) years.</p> <p>(d) Method – All birds shall be received by way of transfer from New Zealand Game Birds Limited and released at the address in Schedule 1.2</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>Private address:</p> <p>s9(2)(a)</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>(a) s9(2)(a)</p> <p>(b)</p> <p>(c)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 21/12/2020 and ending on and including 20/12/2030.
5.	<b>Authority Holder’s address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor’s address for notices</b>	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's** local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the **Authority Holder's exercise of the Authorised Activity**.



- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be released on the property listed as per Schedule 1(2).
3. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Hawke's Bay Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(3) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
5. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
8. No birds shall be released during gamebird hunting season or within 30 days of its commencement and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
9. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after the birds are released.
10. The Authority Holder shall provide an annual report to the Grantor and the Hawke's Bay Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [hawkesbay@fishandgame.org.nz](mailto:hawkesbay@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 78347-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2020 to 2029 inclusive and must provide the following:
  - a. The number of birds obtained in total
  - b. The number of birds released in total
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

## GUIDANCE

1. It is recommended that the Authority Holder arrange a Predator control system as part of the management regime of holding birds to reduce rats and mustelids from attacking and killing birds.
2. Disease is always a threat to any birds which live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.

## SCHEDULE 4

### Release Location map:





## Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78383-CAP

**THIS AUTHORITY** is made this 5<sup>th</sup> day of October 2020

### **PARTIES:**

**The Director-General of Conservation** and where required the **Minister of Conservation** (the Grantor)

**AND**

**Napier City Council** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



SIGNED on behalf of the Grantor  
By Jennifer Nelson-Smith  
Operations Manager  
Napier District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Denise Fastier

Witness Occupation: Senior Ranger Biodiversity

Witness Address: \_\_\_\_\_

A copy of the Instrument of Delegation may be inspected at the Director-**General's office** at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to obtain alive Tuatara (<i>Sphenodon punctatus</i>) for the purpose of species preservation</p> <p>b. Quantity – up to a maximum of four individuals</p> <p>c. Method – the wildlife must be obtained by way of transfer as per Schedule 3.12</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>546 Marine Parade Napier South 4110</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p> <p>g.</p> <p>h.</p> <p>i.</p> <p>j.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 5 October 2020 and ending on and including 4 October 2030</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Level 4 73 Rostrevor Street Hamilton 3240 <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 **The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.**



5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the **Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity**.

5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

6. **What about compliance with legislation and Grantor's notices and directions?**

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

8. How are notices sent and when are they received?

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority **Holder's details specified in Schedule 1**, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

9. What about the payment of costs?

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder consents to any officer of the Grantor inspecting the protected species held under this Authority and the facilities in which it is contained at any reasonable time, including any time after the expiry or termination of this Authority. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
4. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.
5. The protected species must not be released to the wild.
6. The Authority Holder must maintain and keep annual records detailing:
  - a. the number of individuals of the protected species in the possession of the holder;
  - b. any health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.
7. The Authority Holder must retain the records referred to under Schedule 3.6 for at least 5 years and is required to submit these records before the Authority can be renewed.
8. The Authority Holder must forward to the Department of Conservation appointed Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30 June in each year a copy of the annual records referred to in Schedule 3.6 in the annual report format.
9. The Authority Holder may display the wildlife to the public for species advocacy.
10. If the absolutely protected species are used for advocacy, Authority Holder must submit an annual report electronically to the Grantor at [napiert@doc.govt.nz](mailto:napiert@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) by 30 June each year for the life of this Authorisation. Each report must include:
  - a. the number of advocacy encounters
  - b. the dates of the encounters;

- c. the nature of the encounters;
  - d. the average number of people present at the encounters;
  - e. any incidents that occurred during the encounters;
  - f. any implications for conservation management;
11. The Authority Holder must notify the Captive Co-ordinator and the Grantor within 24 hours of the death, escape or disappearance of any protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
  12. The Authority Holder must only obtain the protected species by way of transfer via the **Grantor's captive management programme for the species.**
  13. The Authority Holder must only transfer the protected species where:
    - a. the transfer is directed by the Department of Conservation approved Captive Co-ordinator for the protected species; or
    - b. the transfer is to or from a Department of Conservation facility
  14. For the avoidance of doubt, any method of obtaining or transferring the wildlife not expressed under Schedule 23:13-14 requires a separate authority
  15. The Authority Holder must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.
  16. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife and will engage solely with the Grantor to arrange rehoming of the protected wildlife and may be responsible for the cost of care while the wildlife are rehomed.
  17. No breeding of the wildlife is allowed under authorised.
  18. The enclosures in which the Authority Holder holds the wildlife, must contain a substrate shallow enough to prevent the wildlife laying eggs.
  19. The Authority Holder may take blood samples from the wildlife for the purpose of health monitoring. All blood samples must be taken by a veterinarian via venipuncture of caudal vein and must not exceed 3 millilitres per sample.
  20. The Authority Holder must adhere to the current Grantor-approved captive management plan (CMP), or programme outline, husbandry manual and advocacy plan for the protected species
  21. The following clauses are deleted from Schedule 2 of this Authority:
    - a. 2.2
    - b. 2.3
    - c. 2.5
    - d. 2.6

22. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

Released under the Official Information Act



## Translocation Authority for wildlife located on public conservation land [and other land]

Authorisation Number: 78411-FAU

**THIS AUTHORITY** is made this 23 day of March 2021

### **PARTIES:**

**The Director-General of Conservation and where required the Minister of Conservation (the Grantor)**

**AND**

**Taheke Landcare Group (the Authority Holder)**

### **BACKGROUND**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53(2) of the Wildlife Act 1953 and **PERMITS** the Authority Holder pursuant to section 59A of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephen Soole, Operations Manager, Kauri Coast, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Payline Adams

Witness Occupation: Permissions Advisor

Witness Address: Hokitika

A copy of the Instrument of Delegation may be inspected at the Director-General's office at  
18-32 Manners Street, Wellington.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	<p>a. Activity</p> <p>i. Obtain alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</p> <p>ii. Monitor fauna on a reserve</p> <p>b. Quantity – obtain alive and liberate up to 20 North Island Brown Kiwi (<i>Apertyx mantelli</i>)</p> <p>c. Method – by way of transfer</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>a. Obtain alive</p> <p>i. Motuora Island</p> <p>b. Liberate</p> <p>ii. Tahere, Northland</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Taheke Landcare Group personnel
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including and ending on and including
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone s9(2)(a)</p> <p>Email:</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>



## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF THE AUTHORITY**

#### **1. Interpretation**

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors, or agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### **2. What is being authorised?**

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must always carry a copy of this Authority with them while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### **3. Who is authorised?**

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### **4. How long is the Authority for - the Term?**

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### **5. What are the obligations to protect the environment?**

- 5.1 The Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

- 5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

## **6. What are the liabilities?**

- 6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

## **7. What about compliance with legislation and Grantor's notices and directions?**

- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

## **8. Are there limitations on public access and closure?**

- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

## **9. When can the Authority be terminated?**

- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

- 9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
10. How are notices sent and when are they received?
- 10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery.
  - (b) in the case of post, on the 3rd working day after posting.
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
12. Biosecurity
- 12.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs, and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.
13. Are there any Special Conditions?
- 13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

## SCHEDULE 3

### SPECIAL CONDITIONS

1. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell, or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

2. The obtaining alive, liberation and monitoring of wildlife must be undertaken in accordance with the approved translocation proposal contained under Schedule 5 of this Authority including any subsequent amendments approved by the Grantor. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

3. The Authority Holder is only Authorised to liberate the wildlife into Tabeke Landcare project Area.

4. If any of the 'gifting' (source site) whanau/hapu/iwi and/or 'receiving' (release site) whanau/hapu/iwi have communicated that their whanau/hapu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of translocations, then every effort must be made for this to happen in consultation with the affected whanau/hapu/iwi.

5. Within 6 months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor at [whangareicommunity@doc.govt.nz](mailto:whangareicommunity@doc.govt.nz) citing Authority number 78411-FAU.

6. The Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any wildlife authorised by this Authority. This report must be submitted by 30 June annually. This report must be electronically forwarded to the Grantor at [whangareicommunity@doc.govt.nz](mailto:whangareicommunity@doc.govt.nz) citing Authority number 78411-FAU.

7. Upon expiry, surrender or termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. This report must be submitted by 30 June annually. This report must be electronically forwarded to the Grantor at [whangareicommunity@doc.govt.nz](mailto:whangareicommunity@doc.govt.nz) citing Authority number 78411-FAU.

8. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the public if requested.

9. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

10. The Authority Holder must comply with the Department of Conservation's 'Pest-free Island Biosecurity Checklist contained under Schedule 5 of this Authority. If any wildlife dies whilst being obtained alive and liberated, or are found dead post-liberation, the Authority Holder shall:

- Notify the Grantor's Whangarei District Office within 24 hours
- Provide the grantor with details of the animal's history

- Discuss with the Grantor the details of the animal's history
- Discuss with the Grantor whether further obtain alive and liberation should occur pending investigation of the death (s)
- Pay for cost incurred for all investigations into the death any wildlife
- Ensure appropriate measures are taken to minimise further deaths

11.The wildlife shall be transported in appropriately designed transfer boxes and all containers containing any wildlife that are to be sent by any carrier, forwarding agent or by any other means, shall be plainly marked on the outside in such a manner as to give a list and description of the contents and the name and address of the consignor and consignee

12.The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination of all wildlife to be transferred.

13.The Authority Holder must not liberate any wildlife exhibiting any sign of illness or abnormality.

14.To apply for variations to the Translocation Proposal the Authority Holder must apply to the Department of Conservation Permission Team, by email [permissions@dco.govt.nz](mailto:permissions@dco.govt.nz)

15.The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.

16.The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (*Phytophthora taxon agathis*) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, person items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE (formally known as Trigen) solution before entering and when removing between areas where there are kauri.

17.The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes Pohutukawa, manuka, kanuka, rata and ramarama. See <https://www.myrtlerust.org.nz/>.

18.The Authority Holder and members of the team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.

19.The Authority Holder shall carry large black plastic bags and tape, 70% alcohol in spray bottles or gel product (e.g., methylated spirits or hand sanitiser, respectively), Isopropanol wipes and a means to record details of an infection should they find it (e.g., smart phone or camera GPS) while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.

20.If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant

- a. Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalis.nz/projects/myrtle-rust-reporter>)



- b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
- c. Do not touch or try to collect samples as this may increase the spread of the disease.
- d. Check all persons and equipment for myrtle rust spore contamination, it looks and acts like a yellow powder and is easily spread when disturbed.

21. If the Authority Holder or members of their team believe they have myrtle rust spores on them or their gear (clothing, equipment, bags, glasses, phones, etc) team members must decontaminate with 70% alcohol as per below:

- a. spray obviously contaminated clothing/hats/footwear/equipment and place everything that can be in a large plastic bag; and
- b. tie and spray the outside of the bag; and
- c. spray or blob alcohol-gel on all other contaminated skin, clothing or equipment, including packs, that cannot be bagged (i.e. being worn); and
- d. wipe or spray all sensitive equipment, phones, glasses, watches etc.

22. The Authority Holder and their team members shall wash all contaminated equipment and clothing as soon as possible to remove any spores (which may be invisible). Wash in an extended hot (>-40C) wash with detergent or follow options (point 7) found here <https://myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>

23. The Authority Holder and their team members shall have a hot shower and clean their hair after cleaning contaminated gear to remove any spores (which may be invisible)

24. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.

25. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.

26. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

27. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal titled "Takehe Landcare Kiwi proposal" attached as Appendix. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

28. All reports must follow the Grantors Reporting Instructions for translocations or as agreed with the Grantor or as outlined in the approved translocation proposal.

29. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the public if requested.

30. The Authority Holder is to ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the Kiwi Best Practice Manual <https://www.kiwiforkiwi.org/kiwipracticitioners/wp-content/uploads/2017/09/Kiwi-Best-Practice-Manual.pdf>

31. The Grantor will review the results of each transfer. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.

32. Only kiwi *sub-adults/adults* collected from the following sites: Motuora Island may be transferred to *Takehe Landcare Management area*.

33. Catching and handling must only occur for the purpose of health or transmitter checks.

34. The Authority Holder must not euthanise any kiwi unless the Authority Holder: obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and consent of the Grantor, or carries out the euthanasia under direction from the Grantor (if this happens then send them the NZVA Euthanasia Guidelines for Birds <https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC5958993>)

35. If any kiwi die, the Authority Holder must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

36. Kiwi subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.

37. Transmitters must be attached to all female and male kiwi released in year 1 and should be tracked for a period of 6 weeks post release. The combined transmitter AND attachment must weigh <2.5% of the body weight of kiwi < 300g, <2% for kiwi weighing 300-650g, <13g for kiwi weighing 650-1500g, and 26g for kiwi weighing <1500g. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department's Kiwi Best Practice Manual. After 6 weeks all transmitters must be removed.

38. Number of transmitters to be attached in year 2 and 3 to be decided upon reviewing the results of year 1.

39. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 6 weeks of the conclusion of the Authority.

40. Transponders may be used on up to 20 kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department's Kiwi Best Practice Manual provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>.

41. This Authority permits the taking of pinfeathers from individual kiwi to form a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.

42. Blood, feather and/or tissue collection must be undertaken according to the methodologies set out in the Department's Kiwi Best Practice Manual provided online at <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>.



## Wildlife Act Authority for wildlife on and off public conservation land

Authorisation Number: 78715-CAP

**THIS AUTHORITY** is made this 28 day of November 2019

### **PARTIES:**

**The Director-General of Conservation** (the Grantor)

**AND**

**Katiki Point Penguin Refuge Charitable Trust** (the Authority Holder)

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.
- C. The Authority Holder operates and has facilities on land of significance to, and leased from, Ngāi Tahu. The Authority Holder has agreed to maintain a constructive working relationship with Moeraki kaitiaki including transferring skills and knowledge and showing due care and respect for cultural values. To help give effect to this the Authority Holder is requested to retain facilities on Ngāi Tahu managed land and to gain the consent in writing of Ngāi Tahu before making any additions or alterations to these facilities.

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and Section 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Aaron Fleming**, Director Operations, Southern South Island acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature



Witness Name: Ali Mountney

Witness Occupation: PA

Witness Address: 33 Don St, Invercargill

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<ol style="list-style-type: none"> <li>1. Activity -               <ol style="list-style-type: none"> <li>a) To catch alive</li> <li>b) To obtain alive</li> <li>c) To hold in captivity</li> <li>d) To mark</li> <li>e) To transfer</li> <li>f) To liberate</li> <li>g) To take blood samples and oral and cloacal swabs from</li> </ol> <p>the absolutely protected wildlife listed in Schedule 4 of this Authority</p> </li> <li>2. Species –               <ol style="list-style-type: none"> <li>a. Yellow-eyed penguin (<i>Megadyptes antipodes</i>)</li> <li>b. Blue penguin (<i>Eudyptula minor</i>)</li> <li>c. Crested penguin species (<i>Eudyptes spp.</i>)</li> </ol> </li> <li>3. Quantity –               <ol style="list-style-type: none"> <li>a. As necessary</li> </ol> </li> <li>4. Method –               <ol style="list-style-type: none"> <li>a. Mark by way of microchipping</li> </ol> </li> </ol>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ol style="list-style-type: none"> <li>1. The wildlife may be caught/obtained from:               <ol style="list-style-type: none"> <li>a) All beaches from Karitane to the Waianakarua River. Wildlife from outside this district may be held with the Grantor's consent,</li> <li>b) The Grantor,</li> <li>c) Veterinarians, and</li> <li>d) Other Authority Holders authorised to hold and transfer the wildlife listed in Schedule 4 of this Authority.</li> </ol> </li> <li>2. The Authorised Location (rehabilitation facility) where wildlife may be held is within the premises leased by <b>s9(2)(a)</b></li> <li>3. A Holding site is on Crown Land seaward of <b>s9(2)(a)</b> This is used for 'soft releases' and consists of pens, each made of removal materials such as waratahs, plastic netting and a gate.</li> <li>4. The veterinarian facilities the Authority Holder may transfer to are those listed in Schedule 3,</li> </ol>

		<p>clause 25.</p> <p>5. The release sites shall be all beaches between Karitane and the Waianakarua River that are safe for wildlife to be released, subject to Schedule 3, clause 16.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>1. s9(2)(a)</p> <p>■</p> <p>■</p> <p>■</p> <p>5. Ngāi Tahu kaitiaki who have been assessed by the Authorised Personnel listed in 1-4 as being competent to handle wildlife, and</p> <p>6. Any other suitable qualified personnel under the direction of the Authority Holder</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 December 2019 and ending on and including 30 November 2024.</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.

2.2 The Authority Holder must advise **the Department of Conservation's** local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.

2.3 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder may publish authorised research results.

2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

#### 3. Who is authorised?

3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

#### 4. How long is the Authority for - the Term?

4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

#### 5. What are the liabilities?

5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out** of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects; or
  - (c) for any other reason that the Grantor may decide.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?

- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
- 10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

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## SCHEDULE 3

### SPECIAL CONDITIONS

#### Crown Property

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material.
2. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material.
3. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
4. Notwithstanding Condition 2.2, Schedule 2, the Grantor recognizes that the activity under this Authority is ongoing and does not require a notice every time it is exercised.
5. Recognising the contribution that the Authority Holder makes for wildlife conservation, the Grantor indicates that it is their intention to not recover any costs from the Authority holder.

#### Capture

6. Wildlife will only be taken from the wild for rehabilitation if they are showing signs of injury, starvation or illness.
7. Wildlife will be captured by hand and placed in secure, darkened containers for transportation to the rehabilitation centre or a vet if required.

#### Holding and veterinary care

8. All wildlife shall be checked for a band or microchip upon arrival. Band or microchip details shall be recorded and reported in the "Google Doc's" form. Existing bands or microchips shall not be removed, except for the removal of bands that have caused damage.
9. The Authority Holder shall provide adequate shelter, water, food and clean space for the wildlife at the Holding Site and operate in accordance with the Animal Welfare Act 1999.
10. All enclosures at the Holding Site in which the wildlife are held shall be made available for inspection by officers of the Grantor.
11. Wildlife enclosures at the Holding Site shall be screened so they are not within sight of the public.
12. The Authority Holder shall make any improvements to the facility at the Holding Site as the Grantor requests or deems necessary, and shall take any other steps the Grantor may direct to ensure the welfare of the wildlife.
13. All different species shall be housed separately, all pens and/or enclosures shall be separate for each species, all water sources and ponds shall be separated, and all feeding equipment used shall be thoroughly washed and sterilised between feeding sessions of different species. Crested penguins that are not showing signs of disease or illness may be housed, fed and watered together.

12. All wildlife shall be kept separate from all other species at all times at the Holding Site, including domestic animals.
13. Wildlife shall be assessed for signs of disease at first capture. Any wildlife that are sick shall not be co-housed with wildlife that are only injured or underweight.
14. Human contact with wildlife at the Holding Site shall be kept to minimum.
15. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible.
16. All wildlife shall be liberated as soon as they are in a fit condition to be released and shall not be held for longer than 3 months. If rehabilitation of an individual penguin requires longer than 3 months, the Authority Holder shall contact the Operations Manager in Dunedin [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) for further instruction. If any wildlife held under this Authority is found to be permanently injured the Authority Holder shall immediately inform the Operations Manager, Dunedin [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and comply with any instructions given.
17. The Authority Holder shall undertake the Authorised Activity in accordance with the Hygiene Standards set out in Appendix B of this Authority.
18. The Authority Holder shall comply with any 'Best Practice' or 'Standard Operating Procedure' provided by the Grantor.
19. Medication must only be provided to wildlife on the advice of, and in accordance with directions from, a veterinarian.
20. The Authority Holder shall use its best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
21. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place and that it is taking place under this Authority.
22. If any wildlife should die whilst undertaking the Authorised Activity, the Authority Holder shall:
  - a. whenever feasible, ensure that the body is chilled and not frozen, and
  - b. contact the Grantor's Dunedin Office [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) within 48 hours of the death, citing Authority number 78715-CAP, along with details of the wildlife's history, and:
    - i. follow the Grantor's directions as to transferring or disposing of the body, and
    - ii. discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.
  - c. ensure appropriate measures are taken to minimise further deaths if the activity is to continue.
23. The Authority Holder shall not euthanize any wildlife.
24. The Authority Holder shall consult with the Grantor prior to transferring any wildlife to another rehabilitation facility and no transfer shall occur without the Grantor's prior consent.
25. The Authority Holder shall only consult with approved veterinarians for the treatment of wildlife. Those veterinarians are located at the following Veterinary Practices:
  - a. The Dunedin Wildlife Hospital, Dunedin.
  - b. Vetlife Oamaru, Oamaru.



- c. The Veterinary Centre, Oamaru.
- d. St Kilda Veterinary Clinic, Dunedin.
- 26. If the Authority Holder disagrees with advice given by a veterinarian, they must contact the Grantor's Dunedin Office [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) to discuss the best course of action. The Grantor will determine what the outcome is to be.
- 27. Transport of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).
- 28. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances to be determined by the Grantor and provided the Grantor has given prior written approval to meet such costs.
- 29. No Protected species held under this Authority shall be physically displayed for any purpose whatsoever. Any electronic display of images/video etc. must be in accordance with Appendix C.

#### Marking wildlife

- 30. Wildlife will be marked via microchipping to identify them to determine the outcome of their rehabilitation and dead specimens will be held until uplifted or as advised by the Grantor.
- 31. Wildlife will be microchipped by Authorised Personnel who hold a valid authority to mark wildlife; the other activities will be done by any members who the Trust considers to have the appropriate skills and experience.

#### Reporting

- 32. Records of veterinary treatment must be forwarded to the Grantor in the form attached as Appendix A.
- 33. On the 30 June in each year the Authority Holder shall submit to the Grantor a spreadsheet report which is completed for each penguin that has been held in the facility for the previous 12 months. This spreadsheet shall be forwarded to the Grantor to [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). The Authority holder shall cite Authority number 78715-CAP when submitting this report.
- 34. During the Yellow-eyed Penguin breeding and moult season the Authority holder must contribute each week to the relevant "Google DOC's" spreadsheet which is set up to provide coordination of Yellow-eyed Penguin in care throughout Otago and Southland.
- 35. When requested the Authority Holder will provide a short report summarizing the number of wildlife currently being held for rehabilitation and those released or arrived or transferred within the previous month. This should be emailed to [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).

#### Protocol for blood samples and oral and cloacal swabs

- 38. The Authority Holder must ensure that samples are taken by a competent veterinary nurse or a person who has received training in the taking of samples.
- 39. Samples will be taken typically from Yellow-eyed Penguins on arrival at the Holding Facility; and also from wildlife handled in the field if the need arises.

40. A record is to be kept of which wildlife have samples taken from them, and this record is to be made available to the Grantor on request.

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## SCHEDULE 4

### APPROVED SPECIES

Common Name	Scientific Name
Yellow-eyed penguin	<i>Megadyptes antipodes</i>
Blue penguin	<i>Eudyptula minor</i>
Other crested penguin species	<i>Eudyptes spp</i>

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