



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97660-CAP

THIS AUTHORITY is made 18<sup>th</sup> day January of 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |  |   |
|----|--|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li><li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | s9(2)(a)<br>[REDACTED]<br>[REDACTED]  |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 18 January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder’s</b><br>address for notices<br>(Schedule 2, clause 8) | The Authority Holders’ address in New Zealand is:<br>s9(2)(a)<br>[REDACTED]   |

|    |   |  |
|----|---|--|
|    |   | <div>s9(2)(a)</div> <div></div>  |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**



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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



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

Authorisation Number: 97664-FAU

**THIS AUTHORITY** is made this 21 day of April 2022

### **PARTIES:**

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

**AND**

**49 Cleat Street 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 Sections 53 and 56 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 Angus Hulme-Moir, Wellington Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Nick Barnes

Witness Occupation: Community Ranger

Witness Address: Kapiti Wellington District Office

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 and liberate Ngahere Gecko <i>Mokopirirakau</i> “<b>Southern North Island</b>”, Copper Skink <i>Oligosoma aenum</i>, Barking Gecko <i>Naultinus punctatus</i>, Northern Grass Skink <i>Oligosoma polychroma</i>, Ornate Skink <i>Oligosoma ornatum</i> and Raukawa Gecko <i>Wordworthia maculata</i> for the purpose of species management.</li> <li>ii. To incidentally kill Ngahere Gecko <i>Mokopirirakau</i> “<b>Southern North Island</b>”, Copper Skink <i>Oligosoma aenum</i>, Barking Gecko <i>Naultinus punctatus</i>, Northern Grass Skink <i>Oligosoma polychroma</i>, Ornate Skink <i>Oligosoma ornatum</i> and Raukawa Gecko <i>Wordworthia maculata</i></li> </ul> <p>B. Quantity:</p> <ul style="list-style-type: none"> <li>i. <b>As required.</b></li> </ul> <p>C. Methodology:</p> <ul style="list-style-type: none"> <li>i. Catch alive by hand</li> <li>ii. Funnel and pitfall traps;</li> <li>iii. Artificial retreats (Onduline artificial cover objects and closed-cell foam covers)</li> </ul> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>   | <p>Development Site: 49 Cleat Street, Porirua</p> <p>Release Site: Staithes Scenic Reserve (Legal Description Pt Lot 1 DP 55620, and Ascot Park, Legal Description, Lot 1 DP 45804)</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>                                    | <p>a) s9(2)(a)</p> <p>b) Others under the direct supervision of s9(2)(a)</p>  |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 22 April 2022 and ending on and including 31 December 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)<br/>(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>  |

|    |                                      |   |
|----|--------------------------------------|---|
|    |                                      | Email: s9(2)(a)   |
| 6. | <b>Grantor's</b> address for notices | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/> Level 4<br/> 73 Rostrevor Street<br/> Hamilton, 3204</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 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

#### Lizard Management Plan

1. The Authorised Activity and mitigation must be undertaken in accordance with the **Lizard Management Plan titled “Lizard Management Plan for a subdivision at 49 Cleat Street, Whitby, Porirua” and dated April 2022 (hereafter referred to as ‘Lizard Management Plan’), annexed to this Authority as Schedule 4.**
2. 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.

#### 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.
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.

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

5. 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 inform the Grantor within 24 hours.

#### Injured wildlife

6. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1(3)(a) to get advice on management of the lizard.

#### Salvage and Relocation

7. Lizards must only be handled by Authorised Personnel [ s9(2)(a) ], or under the direct supervision of the Authorised Personnel.
8. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (i) are found within the footprint of the development or within a release site, the Authority Holder must immediately contact the Department of Conservation (DOC) Wellington District Office Operations Manager, for further advice.

#### Capture and Handling

9. 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.

10. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
11. 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/>
12. 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.
13. 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.

#### Salvage Reporting

14. The Authority Holder must provide a salvage report including the following information to the Grantor and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within three months of the conclusion of the salvage:
  - a. Effort, dates, times and weather conditions of salvage and relocation; and
  - b. Number, age and sex of lizard species salvaged; and
  - c. The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
  - d. The methods used to create the lizard habitat, including photographs of key design features; and
  - e. 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).
15. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

## SCHEDULE 4

Lizard Management Plan for a subdivision at 49 Cleat Street, Whitby, Porirua and dated April 2022.

Released under the Official Information Act



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

Authorisation Number: **97667-FAU**

**THIS AUTHORITY** is made this 10<sup>th</sup> 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)b 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.

**SIGNED** on behalf of the Grantor by

s9(2)(a)

Graham Kimber, Operations Manager, King Country

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: India Nicholls

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 – To obtain, hold briefly, then liberate, gamebirds at the release site listed in Clause 2, Schedule 1.</p> <p>Species – a. Ring Necked Pheasant (<i>Phasianus colchicus</i>).</p> <p>Quantity – Up to 400 birds per annum.</p> <p>Method – Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them.</p> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>   | <p>a. Source site – NZ Gamebirds Ltd, 12 Lower Flag Range Road, RD9 Hastings 4179</p> <p>b. Release site – 76 Hooper Road, Piopio 3970</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>                                    | <p>a. s9(2)(a)</p> <p>b. Any other person under the direct supervision of s9(2)(a)</p>   |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 9 March 2022 and ending on and including 8 March 2032</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>Permissions Team</p> <p>Department of Conservation</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 obtained only from the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. 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 Auckland/Waikato Fish and Game Council.
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. 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.
8. If birds are released from an enclosed pen, that pen would normally be sealed off or removed after their release; except that an unroofed pen or 'safe zone' for pheasants may be maintained after their initial release, to relieve predator pressure.
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason the Grantor may decide".
13. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
14. 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**.
15. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
16. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor at [tekuiti@doc.govt.nz](mailto:tekuiti@doc.govt.nz) (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.

17. 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.
18. If a band is taken off a bird for any reason, it must NOT be used on another bird.
19. 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/> )
20. 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> )
21. 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.
22. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.

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

Authorisation Number: 97668-FAU

**THIS AUTHORITY** is made this 1<sup>st</sup> day of March 2022

## **PARTIES:**

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

**AND**

**Richmond Pohara 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 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 David Winterburn  
Operations Manager, Takaka District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: LYNN PETRIE

Witness Occupation: Business Support

Witness Address: 1840 Abel Tasman Drive

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><br/>(Schedule 2, clause 2)</p> | <p>1. Activity</p> <ul style="list-style-type: none"> <li>a. catch alive the absolutely protected wildlife listed under Schedule 4 of this authority for the purpose of species preservation</li> <li>b. liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</li> <li>c. kill the absolutely protected wildlife listed under Schedule 4 of this authority for the purpose of being unable to remove the wildlife from vegetation clearance and/or earthworks in the construction zone subject to Schedule 3.8</li> </ul> <p>2. Quantity</p> <ul style="list-style-type: none"> <li>a. catch alive and liberate – up to a maximum of 50 individuals</li> <li>b. kill – as required</li> </ul> <p>3. Method</p> <ul style="list-style-type: none"> <li>a. Kill – heavy earthmoving machinery</li> </ul> |
| 2. | <p><b>The Land</b><br/>(Schedule 2, clause 2)</p>   | <p>1. catch alive and kill</p> <ul style="list-style-type: none"> <li>a. s9(2)(a)</li> </ul> <p>2. liberate</p> <ul style="list-style-type: none"> <li>a. the coastal fringe as part of the road network either side is Pohara Recreation Reserve and Clifton Recreation Reserve as per the map under Schedule 5 of this Authority and subject to Schedule 2.3 and Schedule 3.6</li> </ul>   |
| 3. | <p><b>Personnel authorised to undertake the Authorised Activity</b><br/>(Schedule 2, clause 3)</p>                                    | <p>1. catch alive and liberate</p> <ul style="list-style-type: none"> <li>a. s9(2)(a)</li> <li>b. s9(2)(a)</li> </ul> <p>2. kill</p> <ul style="list-style-type: none"> <li>a. s9(2)(a)</li> <li>b. Any person under the supervision of the person named at Schedule 1.2.3.a</li> </ul>  |
| 4. | <p><b>Term</b><br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 1 March 2022 and ending on and including 28 February 2023</p>   |
| 5. | <p><b>Authority Holder's address for notices</b><br/>(Schedule 2, clause 8)</p>   | <p>The Authority Holders address in New Zealand is:<br/>Warn &amp; Associates, Chartered Accountants<br/>23 Motupipi Street, Takaka, Takaka 7110</p>   |
| 6. | <p><b>Grantor's address for notices</b></p>   | <p>The Grantor's address for all correspondence is:<br/>Permissions Team, Level 4, 73 Rostrevor Street<br/>Hamilton, 3204<br/>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.

# SCHEDULE 3

## SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive, liberate and kill 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 Lizard Management Plan titled "*82 Richmond Road Pohara, Tasman*" annexed to this Authority as Schedule 5, forms a Part of this Authority.
4. The Authorised Activities must be undertaken in accordance with the Lizard Management Plan under Schedule 5, subject to Schedule 3.3.
5. Notwithstanding Schedule 3.4, if there is a conflict between the Lizard Management Plan under Schedule 5 and the terms and conditions of this Authority, the terms and conditions of this Authority prevail.
6. The Authority holder may liberate the wildlife on the land under Schedule 1.2.2.a subject to land-owner consent.
7. Schedule 2 clause 2.5 is deleted.
8. 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.
9. 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.
10. The Takaka District Office Operations Manager must be contacted immediately ([takaka@doc.govt.nz](mailto:takaka@doc.govt.nz)) for further advice if wildlife other than those listed in Schedule 4 are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.
11. Lizard capture, handling and relocation must only be undertaken between October and March of any year when lizards are active, as advised by a suitably experienced herpetologist.
12. Capture and handling methods must 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. A separate holding bag must be used for each animal. All gear must be thoroughly cleaned and dried between sites.
16. The Authority Holder must ensure lizards are temporarily held individually in a suitable container and held out of direct sunlight to minimise the risk of overheating, stress and death.
17. If any lizards should die during the authorised activities of catch or liberate, the Authority Holder must:
  - a. inform the Grantor ([takaka@doc.govt.nz](mailto:takaka@doc.govt.nz)) within 24 hours; and,
  - b. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
18. A report must be submitted to the Grantor to [takaka@doc.govt.nz](mailto:takaka@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), within 3 months of the expiry of the authority summarising outcomes in accordance with the Lizard Management Plan. The report must include:
  - a. the permission number; and,

- b. the number of any animals collected and released; and,
  - c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and,
  - d. a 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.
19. 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).
21. 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

| Common name             | Scientific name             |
|-------------------------|-----------------------------|
| 1. Northern grass skink | <i>Oligosoma polychroma</i> |

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97669-CAP

THIS AUTHORITY is made 18<sup>th</sup> day of January 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |  |  |
|----|--|--|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li><li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | s9(2)(a)<br>[REDACTED]   |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 18 January 2022 and ending on and including 30 <sup>th</sup> October 2025  |
| 4. | <b>Authority Holder’s</b><br>address for notices<br>(Schedule 2, clause 8) | The Authority Holders address in New Zealand is:<br>s9(2)(a)<br>[REDACTED]   |

|    |   |   |
|----|---|---|
|    |   | <div>s9(2)(a)</div> <div></div>   |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016<br/>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act



## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**



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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



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

Authorisation Number: 97675-FAU

**THIS AUTHORITY** is made this 25<sup>th</sup> 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. 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 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 and section 49 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:

s9(2)(a)

Elizabeth Anne Wallace, Operations Manager, Coastal Otago District  
acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Benjamin Davies

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. catch birds</li> <li>ii. feed birds introduced food</li> <li>iii. attach identification bands to birds</li> <li>iv. monitor nests/reproductive success</li> <li>v. determine survival rates</li> <li>vi. measure predator abundance</li> <li>vii. measure invertebrate biomass (Orokonui and Silver Peaks sites only)</li> <li>viii. carry-out transect counts ('halo' area around Orokonui only)</li> </ul> <p>b. Species –</p> <ul style="list-style-type: none"> <li>i. South Island robin/Kakaruai (<i>Petroica australis</i>)</li> </ul> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Up to approximately 200 birds in total per annum</li> </ul> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. catch - via mist netting and drop traps</li> <li>ii. half the pairs at two of the sites to be provided with supplementary mealworms.</li> <li>iii. colour bands, to identify pairs and territories</li> <li>iv. observe nests manually and with remote cameras. Measure clutch size and egg weight.</li> <li>v. Observation of individual fledgelings</li> <li>vi. Ship rats (<i>Rattus rattus</i>), possums (<i>Trichosurus vulpecula</i>) and stoats (<i>Mustela erminea</i>) using tracking tunnels and remote wildlife cameras,</li> </ul> |
|----|---|---|

|    |   |   |
|----|---|---|
|    |   | <p>following DOC SOP's</p> <p>vii. Pitfall traps to measure invertebrate biomass</p> <p>viii. Standard transect count methods.</p> <p>All activities will be as-described, and limited to, those outlined in the application form signed and dated 7 December 2021, and its attachments.</p>  |
| 2. | The Land<br>(Schedule 2, clause 2)  | <p><u>Public Conservation Land:</u></p> <p>Silver Peaks Scenic Reserve (45° 42' S, 170° 25' E)<br/> Orokonui Conservation area ("Ecosanctuary")<br/> Chalkies Scenic Reserve</p> <p><u>Other land:</u> Council- and privately-owned land, including Silver Stream Reserve [s9(2)(a)], and 'Halo'/West Harbour area near Orokonui Ecosanctuary (s9(2)(a))</p> <p>All locations as indicated on maps provided by applicant.</p> |
| 3. | Personnel authorised to undertake the Authorised Activity<br>(Schedule 2, clause 3) | <p>a. s9(2)(a)</p> <p>d. Any other persons with appropriate banding certification, supervised by a. above</p> <p>(A Level 3 bander, and Level 3 mist-netter, both certified under the New Zealand National Bird Banding Scheme, must oversee and be accountable for the Authorised Activity. See Schedule 3).</p>   |
| 4. | Term<br>(Schedule 2, clause 4)  | Commencing on and including 1 May 2022 and ending on and including 30 April 2027 (five years)   |
| 5. | <b>Authority Holder's</b> address for notices<br>(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>  | The Grantor's address for all correspondence is:  |

|  |             |  |
|--|-------------|--|
|  | for notices | Permissions Team<br>73 Rostrevor Street<br>Hamilton, 3204<br>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 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. Banding

- 1.1. 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**.
- 1.2. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 1.3. 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.
- 1.4. 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.
- 1.5. If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 1.6. The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds 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/>)
- 1.7. 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.
- 1.8. A designated Level 3 operator, 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 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. All operators capturing or marking birds must be registered with the NZNBBS.
- 1.9. Colour banding (including the use of bands with RFID tags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

#### 2. Mist-netting

- 2.1. 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**
- 2.2. 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.

2.3. 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).

2.4. 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.

### 3. Supplementary Feeding, and Non-Target Species

3.1 Food must be provided directly to the target species.

3.2 The possibility of disease transmission will be minimised, by adherence to strict hygiene protocols.

3.3 Non target species will be released as quickly as possible after capture, and handling-times minimised.

### 4. Markers

4.1 At the conclusion of every day in the field, the Authority Holder must remove all track markers, flagging tape or other material used while undertaking the Authorised Activity.

### 5. Reporting

5.1 The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all reports the Authority Number 97675-RES. These reports must be submitted by 1 October annually.

5.2 Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). That report shall contain the following:

- a. the Authority Number 97675-RES;
- b. a summary of research findings
- c. and any implications for conservation management.

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



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

Authorisation Number: 97700-FAU

**THIS AUTHORITY** is made this 19<sup>th</sup> day of August 2022

### **PARTIES:**

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

**AND**

**Pukaha Mount Bruce Board** (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 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 Region, acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Kathy Houkamau

Witness Occupation: Operations Manager Wairarapa

Witness Address: Masterton, Wairarapa

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. obtain alive the absolutely protected wildlife listed under Schedule 4 for the purpose of species management</li> <li>b. liberate the absolutely protected wildlife listed under Schedule 4 <b>held in the Authority Holder's possession</b> and obtained alive</li> <li>c. mark the absolutely protected wildlife listed under Schedule 4 for the purpose of distinguishing any wildlife</li> </ul> <p>2. Method:</p> <ul style="list-style-type: none"> <li>a. obtain alive <ul style="list-style-type: none"> <li>i. by way of transfer from Nga Manu Nature Reserve, 74 Nga Manu Reserve Road, Waikanae, Wellington 5391</li> </ul> </li> <li>b. marking <ul style="list-style-type: none"> <li>i. colour bands as per Schedule 3.17</li> </ul> </li> </ul> <p>3. Quantity:</p> <ul style="list-style-type: none"> <li>a. in the year 2022, up to 30 individuals held in possession by the Authority Holder</li> <li>b. in the year 2023, up to 60 individuals obtained alive from Nga Manu Nature Reserve</li> <li>c. in the year 2024, up to 60 individuals obtained alive from Nga Manu Nature Reserve</li> </ul> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>  | <p>1. Liberate</p> <ul style="list-style-type: none"> <li>a. Pukaha/ Mount Bruce Scenic Reserve, Pukaha/Mount Bruce Scenic Reserve, State Highway 2, Wairarapa</li> <li>b. Pukaha/Mount Bruce National Wildlife Centre Reserve, State Highway 2, Wairarapa</li> </ul>  |
| 2. | <p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>                                   | <p>1. Obtain alive</p> <ul style="list-style-type: none"> <li>a. officers of the Authority Holder</li> <li>b. any person under the supervision of Officers of the Authority Holder</li> </ul> <p>2. Liberate</p> <ul style="list-style-type: none"> <li>a. officers of the Authority Holder</li> <li>b. any person under the supervision of Officers of the Authority Holder</li> </ul>  |

|    |  |  |
|----|--|--|
|    |  | 3. Marking<br>a. as per Schedule 3.15-16   |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 1 September 2022 and ending on and including 31 December 2024  |
| 4. | <b>Authority Holder's</b><br>address for notices<br>(Schedule 2, clause 8) | The Authority Holder's address in New Zealand is:<br>Pukaha National Wildlife Centre<br>85379 State Highway 2<br>Mt Bruce 5881<br>Email: <a href="mailto:info@pukuha.org.nz">info@pukuha.org.nz</a>                            |
| 5. | <b>Grantor's address</b><br>for notices                                    | <b>The Grantor's address for all correspondence is:</b><br>Permissions Team<br>Level 4<br>73 Rostrevor Street<br>Hamilton, 3204<br>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 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 translocation of wildlife must be undertaken in accordance with the approved translocation proposal attached under Schedule 5. 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. **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.**
5. Within 1 (one) 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 [masterton@doc.govt.nz](mailto:masterton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97700-FAU.
6. From 1 September 2022 until 31 December 2025, 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 electronically forwarded to the Grantor at [masterton@doc.govt.nz](mailto:masterton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97700-FAU. This report must be submitted by 30 June annually.
7. Upon expiry of the Authorisation 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 [masterton@doc.govt.nz](mailto:masterton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97700-FAU.
8. All reports must follow the format outlined in the approved translocation proposal. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and members of the general public if requested.
9. The Authority Holder must undertake marking in accordance with the application received and the most recent edition of the New Zealand National Bird Banding **Scheme Bird Bander's Manual**.
10. Any injuries or deaths of birds resulting from marking the wildlife 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.
11. 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.
12. If a band is taken off a bird for any reason, it must NOT be used on another bird.

13. The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds 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/>)
14. 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.
15. A designated Level 3 certified person or persons 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 certified persons may mark without direct supervision but must operate under the general direction of a Level 3 Certified person. Level 1 certified persons must be directly supervised by a Level 3 Certified operator. All persons catching alive or marking birds must be registered with the NZNBBS.
16. The Authority Holder is responsible for engaging a Level 3 certified person or persons as per Schedule 3.16.
17. **The Authority Holder must contact the Grantor's banding Office** ([bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) to obtain the colour combination to be used prior to marking.
18. 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".
19. 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. Yellow crowned parakeet | <i>Cyanoramphus auriceps auriceps</i> |

Released under the Official Information Act



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

Authorisation Number: 97702-FAU

**THIS AUTHORITY** is made this 25<sup>th</sup> 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 of the Wildlife Act 1953, Section 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 Connie Norgate, Operations Manager Whanganui acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Kohatu Leach-Wahanui

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 obtain and release captive reared gamebirds for recreational shooting purposes</p> <p>b) Species: Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>c) Quantity – release of up to 1000 Pheasants per year for 5 years</p> <p>d) Method – to obtain and release listed gamebirds from an existing holder who is authorised to transfer gamebirds. (New Zealand Game Birds Ltd)</p> |
| 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>a) s9(2)(a)</p> <p>Any other suitably experienced or trained individual under direct supervision of the authority holder</p>   |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 25 March 2022 and ending on and including 24 March 2027</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 address</b> for notices</p>  | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>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 only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2).
4. All birds shall be released with unclipped wings.
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 least within one week.
6. All birds shall 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 shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the NZ Game Birds Ltd. The report shall be sent electronically to the NZ Game Birds Ltd at [info@nzgamebirds.co.nz](mailto:info@nzgamebirds.co.nz) & to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 97702-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of this authority and must provide the following:
  - a. The number of birds obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
13. 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 NZ Game birds Ltd located at 12 Lower Flag Range Road, RD9, Hastings 4179.

14. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(13) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
15. 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. This includes ensuring they have protection from the sun and wet weather.

### Banding

16. All birds must be banded, Banding of captive-reared gamebirds released into the wild must be according to these conditions:
  - a. 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.
  - b. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
  - c. 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.
  - d. 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.
  - e. If a band is taken off a bird for any reason, it must NOT be used on another bird.
  - f. 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/>)
  - g. 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>)
  - h. 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.



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

Authorisation Number: 97732-FAU

**THIS AUTHORITY** is made this 13<sup>th</sup> day of June 2022

## **PARTIES:**

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

**AND**

**Alluvium 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 Phil Tisch as Operations Manager Central Otago 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.                    | Authorised activity (including the species, any approved quantities and collection methods).<br>(Schedule 2, clause 2) | Catch alive, liberation, and killing of species listed below: <table><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Nevis skink</td><td><i>Oligosoma toka</i></td></tr><tr><td>Cryptic skink</td><td><i>Oligosoma inconspicuum</i></td></tr><tr><td><b>McCann's skink</b></td><td><i>Oligosoma macanni</i></td></tr></table> | Common Name | Scientific Name | Nevis skink | <i>Oligosoma toka</i> | Cryptic skink | <i>Oligosoma inconspicuum</i> | <b>McCann's skink</b> | <i>Oligosoma macanni</i> |
| Common Name           | Scientific Name  |  |             |                 |             |                       |               |                               |                       |                          |
| Nevis skink           | <i>Oligosoma toka</i>  |  |             |                 |             |                       |               |                               |                       |                          |
| Cryptic skink         | <i>Oligosoma inconspicuum</i>  |  |             |                 |             |                       |               |                               |                       |                          |
| <b>McCann's skink</b> | <i>Oligosoma macanni</i>   |  |             |                 |             |                       |               |                               |                       |                          |
| 2.                    | The Land<br>(Schedule 2, clause 2)   | <div>1. (Private) Nevis Valley, areas adjacent (but not within Schoolhouse Creek as per map in schedule 4.</div> <div>2. Remarkables Conservation Area as per map in schedule 4.</div>   |             |                 |             |                       |               |                               |                       |                          |
| 3.                    | Personnel authorised to undertake the Authorised Activity<br>(Schedule 2, clause 3)                                    | <div>1. Kill activity will be undertaken by staff of Alluvium Limited.</div> <div>2. Catch alive and liberation activities to by undertaken by:<div>a. s9(2)(a)</div><div>b. Personnel who have been directly trained by s9(2)(a)</div></div>  |             |                 |             |                       |               |                               |                       |                          |
| 4.                    | Term<br>(Schedule 2, clause 4)   | Commencing on and including 1 June 2022 and ending on and including 30 April 2032  |             |                 |             |                       |               |                               |                       |                          |
| 5.                    | <b>Authority Holder's</b> address for notices<br>(Schedule 2, clause 8)  | <div>The Authority Holders address in New Zealand is:</div> <div>s9(2)(a)</div> <div></div> <div></div> <div></div> <div></div>  |             |                 |             |                       |               |                               |                       |                          |
| 6.                    | <b>Grantor's address</b> for notices   | <div>The Grantor's address for all correspondence is:</div> <div>Permissions Team</div> <div>Level 4</div> <div>73 Rostrevor Street</div> <div>Hamilton, 3204</div> <div>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></div>   |             |                 |             |                       |               |                               |                       |                          |

## 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 Adhere to approved application

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled** “Lizard Management Plan for Proposed Gold Mining in the Nevis Valley, Otago” **and dated** May 2022, as submitted in their updated Wildlife Application.
- 1.2 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.

#### 2 Handling and killing of lizards

- 2.1 DOC community ranger, Caroline Ogle at [cogle@doc.govt.nz](mailto:cogle@doc.govt.nz), is to be contacted immediately for further advice if wildlife other than those listed in Schedule 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.
- 2.2 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1, clause 1, as per the direction of herpetologist Carey Knox.
- 2.3 Lizards must only be handled by Authorised Personnel as specified in Schedule 1, clause 3.2.
- 2.4 Lizard killing, handling and relocation should be undertaken at a suitable time of year, September – April, when lizards are active.
- 2.5 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 2.6 The Authority Holder shall cease activities if more than 20 lizards per ha are found as per the Stop Work Process outlined in the Lizard Management Plan.
- 2.7 If any lizards should die during the authorised activities of catch alive, or liberate, the Authority Holder must:
  - a. inform the Grantor within 24 hours; and

- b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
- c. send the body to Massey University Wildlife Post Mortem Service for **necropsy, along with details of the animal's history; and**
- d. pay for any costs incurred in investigation of the death of any lizard; and
- e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

### 3 Euthanasia

- 3.1 If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1, clause 3.2(a) to get advice on management of the lizard.

### 4 Habitat enhancement and mitigation

- 4.1 The Authority Holder must perform actions of habitat enhancement and other mitigation as set out in the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

### 5 Lizard Salvage Reporting

- 5.1 A report is to be submitted in writing to the DOC community ranger, Caroline Ogle at [cogle@doc.govt.nz](mailto:cogle@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 include:
  - a. the permission number; and
  - b. the species and number of any animals collected, released, or found dead; and
  - c. results of all surveys, monitoring or research; and
  - d. 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.
- 5.2 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures  
(<http://www.doc.govt.nz/conservation/native-animals/reptiles-and->

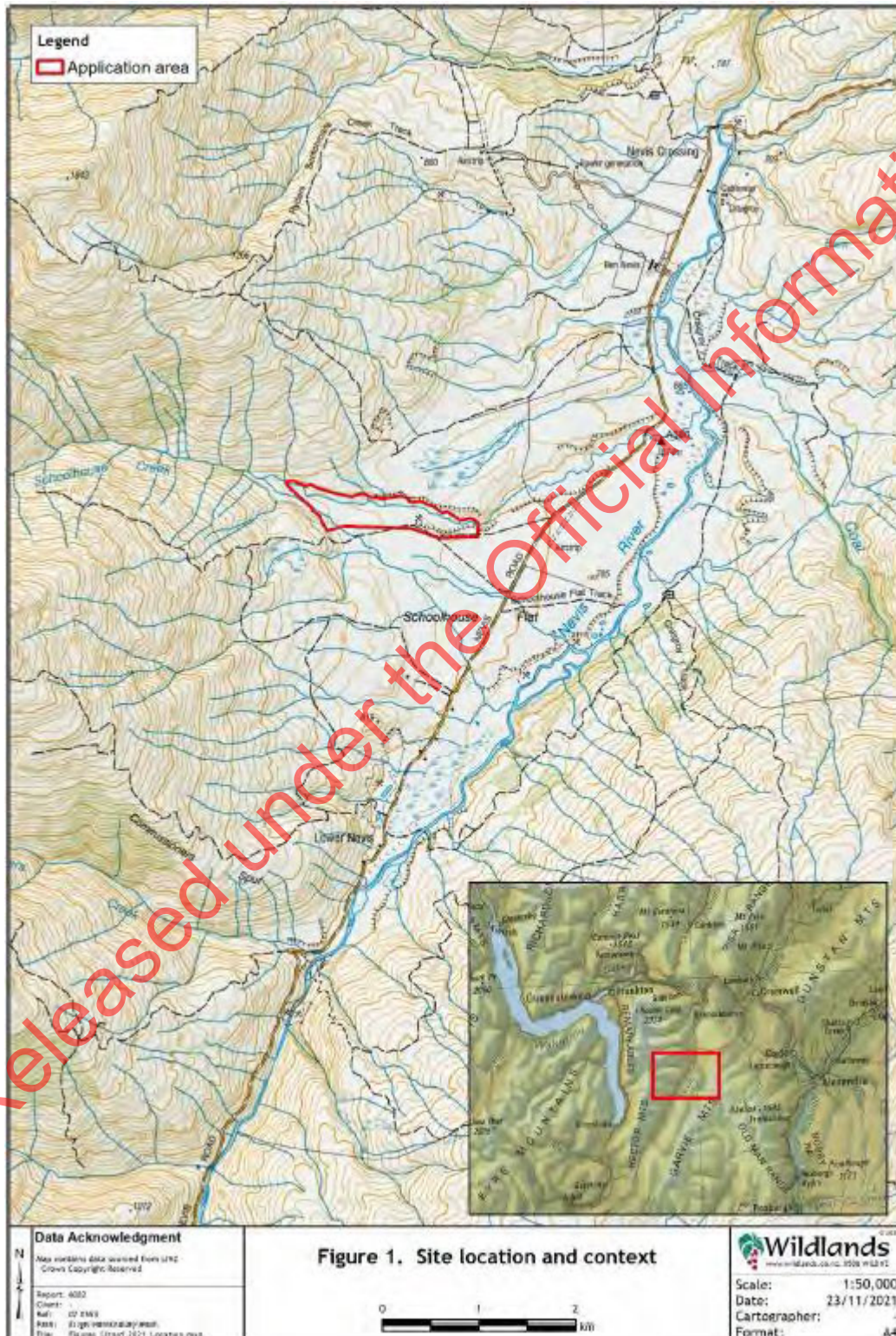
[frogs/species-information/herpetofauna-data-collection/ards-card/](#)) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

Released under the Official Information Act

## SCHEDULE 4

### Map of proposed activities

Map taken from the submitted Lizard Management Plan, titled “Lizard Management Plan for Proposed Gold Mining in the Nevis Valley, Otago” and dated May 2022, as submitted in their updated Wildlife Application.







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

Authorisation Number: 97749-FAU

**THIS AUTHORITY** is made this 1<sup>st</sup> day of March 2022

### **PARTIES:**

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

**AND**

s9(2)(a) **Family 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 and Section 39 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 Melissa Griffin, South Marlborough Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor, Department of Conservation

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>a) Activity - To obtain and release captive reared gamebirds for augmentation of local wild population in the area and hunting purposes</p> <p>b) Species: Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>c) Quantity – release of up to 1500 Pheasants per year for 10 years</p> <p>d) Method – to obtain and release listed gamebirds from an existing holder who is authorised to transfer gamebirds. (New Zealand Game Birds Ltd, 12 Lower Flag Ranger Road, RD9, Hastings 4179).</p> |
| 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>s 9 ( )</p> <p>Any other suitably experienced or trained individual under direct supervision of the authority holder s9(2)(a) Family Trust)</p>   |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 1 March 2022 and ending on and including 29 February 2032</p>   |
| 5. | <p>Authority Holder's 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>Grantor's address 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.
  - 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 only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2).
4. All birds shall be released with unclipped wings.
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 least within one week.
6. All birds shall 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 shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the NZ Game Birds Ltd. The report shall be sent electronically to the NZ Game Birds Ltd at [info@nzgamebirds.co.nz](mailto:info@nzgamebirds.co.nz) & to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 97749-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of this authority and must provide the following:
  - a. The number of birds obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.

13. 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 NZ Game birds Ltd located at 12 Lower flag range Road, RD9, Hastings 4179.
14. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(13) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
15. 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. This includes ensuring they have protection from the sun and wet weather.

Banding:

16. All birds must be banded. Banding of captive-reared gamebirds released into the wild must be according to these conditions:
  - a. 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.
  - b. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
  - c. 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.
  - d. 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.
  - e. If a band is taken off a bird for any reason, it must NOT be used on another bird.
  - f. 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/>)
  - g. 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>)

- h. 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.

Released under the Official Information Act



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

Authorisation Number: 97752-FAU

**THIS AUTHORITY** is made this 27<sup>th</sup> day of July 2022

### **PARTIES:**

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

**AND**

**Peter John Ward** (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 section 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 Tinaka Mearns, Operations Manager Waikato 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> <p>To obtain, hold temporarily, then liberate gamebirds at the release sites listed in Schedule 1, Section 2: <i>The Land</i>.</p> <p>Species –</p> <p>Mallard duck (<i>Anas platyrhynchos</i>).</p> <p>Quantity –</p> <p>Up to 400 ducks per annum (total across all three locations).</p> <p>Method –</p> <p>Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them.</p> |
| 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>a. s9(2)(a)</p> <p>b. Any other person under the supervision of s9(2)(a)</p>   |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 2 August 2022 and ending on and including 1 August 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>   |
| 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 3</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 only on the properties listed in Schedule 1, Section 2: The Land.
3. All birds shall be released with unclipped wings.
4. All birds shall 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 shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
5. If birds are released from an enclosed pen, that pen shall be sealed off or removed after their release.
6. The genetic profile of the birds to be released shall 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 31st of July each year, detailing the period ending 30 June, and include:
  - a. The number of progeny reared;
  - b. The number of birds released.
7. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
8. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
9. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
10. A new clause 7.1 (c) is added to Schedule 2, to read as follows: **“Or for any other reason that the Grantor decides”**

#### Banding

11. All released gamebirds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to the following 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. 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.



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

Authorisation Number: 97753-FAU

**THIS AUTHORITY** is made this 4<sup>th</sup> day of May 2022

### **PARTIES:**

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

**AND**

**Shorebirds 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 (1) and (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 Rebecca Rush, Operations Manager, Auckland, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Laura Chartres

Witness Occupation: Community Supervisor, Auckland

Witness Address: 24 Wellesley Street, Auckland 1010

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).<br/>(Schedule 2, clause 2)</p> | <p>Activity: To catch and handle lizards for the purpose of long term monitoring</p> <p>Species:</p> <ul style="list-style-type: none"> <li>• Shore Skink (<i>Oligosoma smithi</i>)</li> <li>• Copper Skink (<i>Oligosoma aeneum</i>)</li> <li>• Ornate skink (<i>Oligosoma ornatum</i>)</li> <li>• Moko skink (<i>Oligosoma moco</i>)</li> <li>• Egg laying skink (<i>Oligosoma suteri</i>)</li> </ul> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>Within the boundary of Te Arai North Precinct (TANP)</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <ul style="list-style-type: none"> <li>• s9(2)(a)</li> </ul>  |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 14 April 2022 and ending on and including 13 April 2032</p>  |
| 5. | <p><b>Authority Holder's</b> address for notices<br/>(Schedule 2, clause 8)</p>  | <p>The Authority Holders address in New Zealand is:<br/>71 Tara iti Drive<br/>Te Arai 0540<br/>New Zealand<br/>Phone: s9(2)(a)<br/>Email: <a href="mailto:conservation@taraiti.com">conservation@taraiti.com</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<br/>Level 4<br/>73 Rostrevor Street<br/>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

#### 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.

#### Lizard capture and handling

3. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
4. Capture and handling methods shall follow those described in the Herpetofauna inventory toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
5. The Authority Holder must ensure all live capture traps, (es pitfall traps and G-minnow traps), are checked at least every 24 hours.
6. 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 thoroughly cleaned and dried between sites.
7. The Authority Holder must ensure all 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.
8. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
9. 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.

#### Euthanasia

10. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised 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 Authorised Personnel listed under Schedule 1(3), a veterinarian or on direction by the Operations Manager, Auckland.



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

Authorisation Number: 97775-FAU

**THIS AUTHORITY** is made this 12<sup>th</sup> day of July 2022

## **PARTIES:**

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

**AND**

**Lookout Developments 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 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 Clement Lagrue as Operations Manager Coastal Otago 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.                   | Authorised activity (including the species, any approved quantities and collection methods).<br>(Schedule 2, clause 2) | <div><div>a. Catch alive for the purpose of species preservation,</div><div>b. Liberate;</div><div>c. Kill for the purpose of liberating wildlife subject to special condition (Schedule 3, clause 2.3);<br/>the absolutely protected wildlife species listed below.</div></div> <table><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Southern grass skink</td><td><i>Oligosoma aff. polychroma</i><br/>Clade 5</td></tr></table>  | Common Name | Scientific Name | Southern grass skink | <i>Oligosoma aff. polychroma</i><br>Clade 5 |
| Common Name          | Scientific Name  |   |             |                 |                      |   |
| Southern grass skink | <i>Oligosoma aff. polychroma</i><br>Clade 5  |   |             |                 |                      |   |
| 2.                   | The Land<br>(Schedule 2, clause 2)   | <div><div>a. Catch alive on Section 1 (SO 458928) and Lot 2 DP 7420, within main impact areas of the subdivision footprint at 179 and 183 Mornington Road, Kenmure, Dunedin, 9011, as specified in Schedule 4.</div><div>b. Liberate (if less than 60 lizards are found) on Lot 2 DP 7420, within subdivision footprint of 179 and 183 Mornington Road, Kenmure, Dunedin, 9011, as specified in Schedule 4.</div><div>c. Liberate (if more than 60 lizards are found) on Section 12 (SO 506778), as specified in Schedule 4.</div><div>d. Kill activity for unsuccessful lizard establishment in areas where lizards were liberated, as detailed in 1.2(b) and (c) above.</div></div> |             |                 |                      |   |
| 3.                   | Personnel authorised to undertake the Authorised Activity<br>(Schedule 2, clause 3)                                    | <div><div>a. s9(2)(a)</div><div>c. Personnel under the direct supervision of Authorised Personnel.</div></div>  |             |                 |                      |   |
| 4.                   | Term<br>(Schedule 2, clause 4)   | Commencing on and including 1 October 2022 and ending on and including 30 April 2027  |             |                 |                      |   |
| 5.                   | Authority Holder's address for notices<br>(Schedule 2, clause 8)   | <div>The Authority Holders address in New Zealand is:</div> <div>Guest Carter Law Limited<br/>248 Cumberland Street<br/>Dunedin Central<br/>Dunedin 9016</div> <div>Email: s9(2)(a)</div>   |             |                 |                      |   |

|    |   |  |
|----|---|--|
| 6. | <b>Grantor's address</b><br>for notices | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204</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 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 Adhere to approved application

- 1.1 The Authorised Activities must be undertaken in accordance with the Lizard **Management Plan titled** “Lizard Management Plan for 179 and 183 Mornington Road, Dunedin” **and dated** December 2021, as submitted in the amended Wildlife Act Application.

#### 2 Handling and killing of lizards

- 2.1 The Authority Holder must immediately contact the Grantor at [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz), for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development.
- 2.2 The Authorised Activities must be undertaken between the months of October and April, when lizards are active.
- 2.3 The Authority Holder is only authorised for kill activity directly association to lizard liberation, i.e., lizard death resulting from unsuccessful establishment in the liberation sites. Killing of absolutely protected wildlife for any other purpose is not permitted under this Authority.

#### 3 Lizard Salvage Reporting

- 3.1 The Authorised Holder must submit a report in writing to the Grantor at [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@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 include:
  - a. the Authorisation number; and
  - b. the number of any animals caught alive, liberated, or found dead; and
  - c. results of all monitoring; and
  - d. a description of how the Lizard Management Plan was implemented including any difficulties encountered with catching alive wildlife, post-liberation monitoring and details of contingency actions were required.
- 3.2 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).



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: [97804-CAP]

**THIS AUTHORITY** is made day of 27 January 2022

### **PARTIES:**

**The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### **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.

## SCHEDULE 1

|    |   |   |
|----|---|---|
| 1. | <b>Authorised activity</b><br>(Schedule 2, clause 2)                    | To hold, breed, transfer and dispose of the following absolutely protected wildlife:<br><br>a. <i>Naultinus grayii</i> (Northland green gecko)<br>b. <i>Naultinus elegans</i> (Elegant gecko)<br>c. <i>Naultinus punctatus</i> (Barking gecko)<br>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)<br>e. <i>Dactylocnemis</i> "North Cape" (North Cape Pacific gecko)<br>f. <i>Dactylocnemis</i> "Matapia Island" (Matapia gecko)<br>g. <i>Mokopirirakau granulatus</i> (Forest gecko)<br>h. <i>Mokopirirakau</i> "Southern North Island" (Southern North Island forest gecko)<br>i. <i>Woodworthia maculata</i> (common gecko)<br>j. <i>Woodworthia</i> "Central Otago" (Central Otago gecko)<br>k. <i>Woodworthia</i> "Cromwell" (Cromwell Gecko)<br>l. <i>Woodworthia</i> "Kaikouras" (Kaikouras gecko)<br>m. <i>Woodworthia</i> "Marlborough Mini" (Marlborough mini gecko)<br>n. <i>Woodworthia</i> "Mount Arthur" (Mount Arthur gecko)<br>o. <i>Woodworthia</i> "Otago Southland" (Large Otago gecko)<br>p. <i>Woodworthia</i> "Southern Alps" (Southern Alps gecko)<br>q. <i>Woodworthia</i> "Southern mini" (Southern mini gecko)<br>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko) |
| 2. | <b>The Location</b><br>(Schedule 2, clause 2)                           | g s9(2)(a)  |
| 3. | <b>Term</b><br>(Schedule 2, clause 4)                                   | Commencing on and including 27 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder's address for notices</b><br>(Schedule 2, clause 8) | The Authority Holders address in New Zealand is:<br>s9(2)(a)  |

|    |                                      |  |
|----|--------------------------------------|--|
|    |                                      | Email: s9(2)(a)  |
| 5. | <b>Grantor's address for notices</b> | <p>The Grantor's address for all correspondence is:<br/>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016<br/>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about lizard tikanga ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.

**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 the Authorised Activity.
- 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 4. 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 4 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. Adhere to Best Practice Guidelines**

- 10.1 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)).

**11. Access to private property for inspection**

- 11.1 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.
- 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
- 11.3 The Grantor may recover costs of inspections from the Authority Holder.

**12. Obtaining, disposing of and transfer of lizards**

- 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).

### **13. Husbandry standards**

- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

### **14. Record keeping**

- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

**15. Surrender of existing Authority**

- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act





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

Authorisation Number: 97807-FAU

**THIS AUTHORITY** is made this 30<sup>th</sup> day of May 2022

### **PARTIES:**

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

**AND**

**Eco Rakau NZ 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 (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 Nikora Heitia, Operations Manager, Whakatane, 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).<br/>(Schedule 2, clause 2)</p> | <p>(1) Activity –<br/>To catch alive, temporarily hold in possession, liberate, and incidentally kill the absolutely protected wildlife specified in Schedule 1.1(2) subject to Schedule 3 Clause 5.</p> <p>(2) Species –<br/>Hochstetter's frog, <i>Leiopelma hochstetteri</i></p> <p>(3) Methods –<br/>As described in Schedule 3 and an annual Hochstetter's Frog Management Plan developed in collaboration by the Applicant and the Department of Conservation.</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p><b>Tōrere</b> Forest, including <b>Tōrere</b> 64 Block, <b>Tōrere</b> 65 Block, and Opape 28 Block (private land, see Schedule 4).</p>  |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <p>s9(2)(a) (Enviro Research Ltd)<br/>Other suitably experienced persons under supervision of the above.</p>   |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 1 June 2022 and ending on and including 31 May 2034</p>   |
| 5. | <p><b>Authority Holder's</b> address for notices<br/>(Schedule 2, clause 8)</p>  | <p>The Authority Holders address in New Zealand is:<br/>s9(2)(a)<br/>[Redacted]<br/>[Redacted]<br/>[Redacted]<br/>[Redacted]<br/>[Redacted]</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<br/>Level 4<br/>73 Rostrevor Street<br/>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:
    1. in the case of personal delivery, on the date of delivery;
    2. in the case of post, on the 3rd working day after posting;
    3. 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

#### Marking of frog habitats

1. All known Hochstetter's frog habitats must be marked on all harvest plan maps.

#### Monitoring

2. The consent holder shall complete annual quantitative monitoring surveys for Hochstetter's frogs in March-June each year, or as otherwise specified in the annual Hochstetter's Frog Management Plan.
3. The number of frogs counted during surveying each year shall be included in an annual Hochstetter's Frog Management Plan.
4. In order to increase the probability of frogs being detected, frog monitoring shall not occur until there have been at least two consecutive days without rain immediately prior to monitoring.

#### Annual Hochstetter's Frog Management Plan

5. For the duration of this Authority, any activities undertaken each year under this Authority must be described in an annual **Hochstetter's Frog Management Plan** (HFMP) developed in collaboration between the Authority Holder and the Department (including a Technical Advisor employed by the Department) and approved by the Whakatane-Opotiki-Whirinaki DOC Operations Manager (or equivalent).
6. The process of developing the annual HFMP will include a yearly pre-plan meeting held between the Authority Holder and Department of Conservation staff who will provide advice on the subsequent plan.
7. Due to the risks that capture and transfer poses for frogs, the annual HFMP shall prioritise other protective measures over frog salvage, unless surveying indicated that such measures are inadequately protecting Hochstetter's frog populations.
8. The proposed actions in the HFMP must be consistent with the purpose of the Wildlife Act 1953, which is the protection of wildlife, i.e., there must be protective benefit for Hochstetter's frogs, as determined by the assigned DOC Technical Advisor.
9. Every year by October 31<sup>st</sup>, the Authority Holder shall submit to the Whakatane DOC Operations Manager **for approval an annual Hochstetter's Frog Management Plan** which must contain:
  - a. A report on the previous year/s activities, including
    - i. A map clearly identifying sites of frog habitat, sites of frog surveys (and salvage if carried out), and sites that have been harvested or had herbicide applied;

- ii. Results from Hochstetter's frog surveys, including methods used, GPS locations of survey sites, and number of frogs found in each transect;
  - iii. The number and locations of any dead or injured frogs found;
  - iv. Analysis and discussion on how the previous Hochstetter's Frog Management Plan was implemented, including what actions were undertaken and how frog populations have been impacted by the harvest as determined by quantitative frog surveying;
  - v. If frog salvage was carried out, include:
    - 1. the number of any Hochstetter's frogs collected and released;
    - 2. the snout-vent length (SVL) of each frog salvaged
    - 3. the GPS locations or a detailed map and description of both the collection point(s) and release point(s);
    - 4. a description of any difficulties encountered with capture and handling, how release sites were assessed, post-release monitoring, and any contingency actions that were required.
- b. A plan for the upcoming year, including:
- i. A detailed description of the proposed protective measures to avoid adverse effects in the upcoming year, i.e., to reduce mortality among Hochstetter's frogs and minimise disturbance to their habitat. This may include but is not limited to avoidance, harvest modification techniques, machine harvest, additional hauling pad developments, larger setbacks, high stumping, predator control, and native plantings.
  - ii. Identification and incorporation of advances in best practice management and learnings from previous harvest areas.
  - iii. If frog salvage is planned, identify and describe:
    - 1. The release site(s);
    - 2. The methods for salvage and transfer;
    - 3. Methods for ongoing management such as control of predators, habitat enhancement, and post-release monitoring;
    - 4. An explanation for why frog salvage is justified
  - iv. Description of anticipated residual effects, i.e., any effects of the site modification on Hochstetter's frogs which are likely to remain after mitigation measures are implemented (e.g. habitat loss). If residual effects remain, then additional management may be required offsite – describe the proposed management.

#### Best practices for native frog survey

- 10. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to Schedule 5 of this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.
- 11. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
  - a. Minimising access routes along streams or waterways for access to the site.
  - b. Minimising 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.

## Best practices for frog salvage

12. Any frog salvage and release must be undertaken in accordance with an annual Hochstetter's Frog Management Plan approved by the Whakatane DOC Operations Manager.
13. 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.
14. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in a current annual Hochstetter's Frog Management Plan approved by the Whakatane DOC Operations Manager.
15. Where possible, all releases will be in a native forest remnant or significant riparian margin as close as possible to the source site. Where no suitable native remnant exists in that catchment, frogs will be released in the nearest suitable native remnant (anticipated to be <1 km away in most cases).
16. Release will be to sites regarded by the Department as suitable habitat for Hochstetter frogs that will not be subject to disturbance in the short to medium-term (i.e. within the next 10 years).
17. Salvage operations will be done no more than 1 month before the harvesting-associated activity.
18. 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.
19. 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.
20. Native frogs must only be handled by Authorised Personnel named in schedule 1(3) or under the direct supervision of the Authorised Personnel.
21. Capture and handling of frogs must involve only techniques that minimise the risk of infection or injury to the animal. 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:
  - a. 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.
  - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs they must be held individually in small rigid plastic containers containing a wet paper towel (using water from the collection site) and air



holes, out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.

- c. New gloves and new containers should be used for each individual frog found.
- d. In order to increase the probability of frogs being in close proximity to the stream, and therefore maximise the number of frogs caught, frog salvage is not to be carried out within two days of rain.
- e. Current best practice hygiene protocols attached in Schedule 5 shall be adhered to.

22. If any frogs should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:

- a. inform the Grantor within 48 hours; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
- b. send the body to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's **history; and**
- c. pay for any costs incurred in investigation of the death of any frog; and
- d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

23. If any frogs are found injured as part of the Authorised Activity, the Authority Holder shall report the injured frog to the Grantor, including a photo and GPS coordinates.

#### Additional reporting

24. 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).

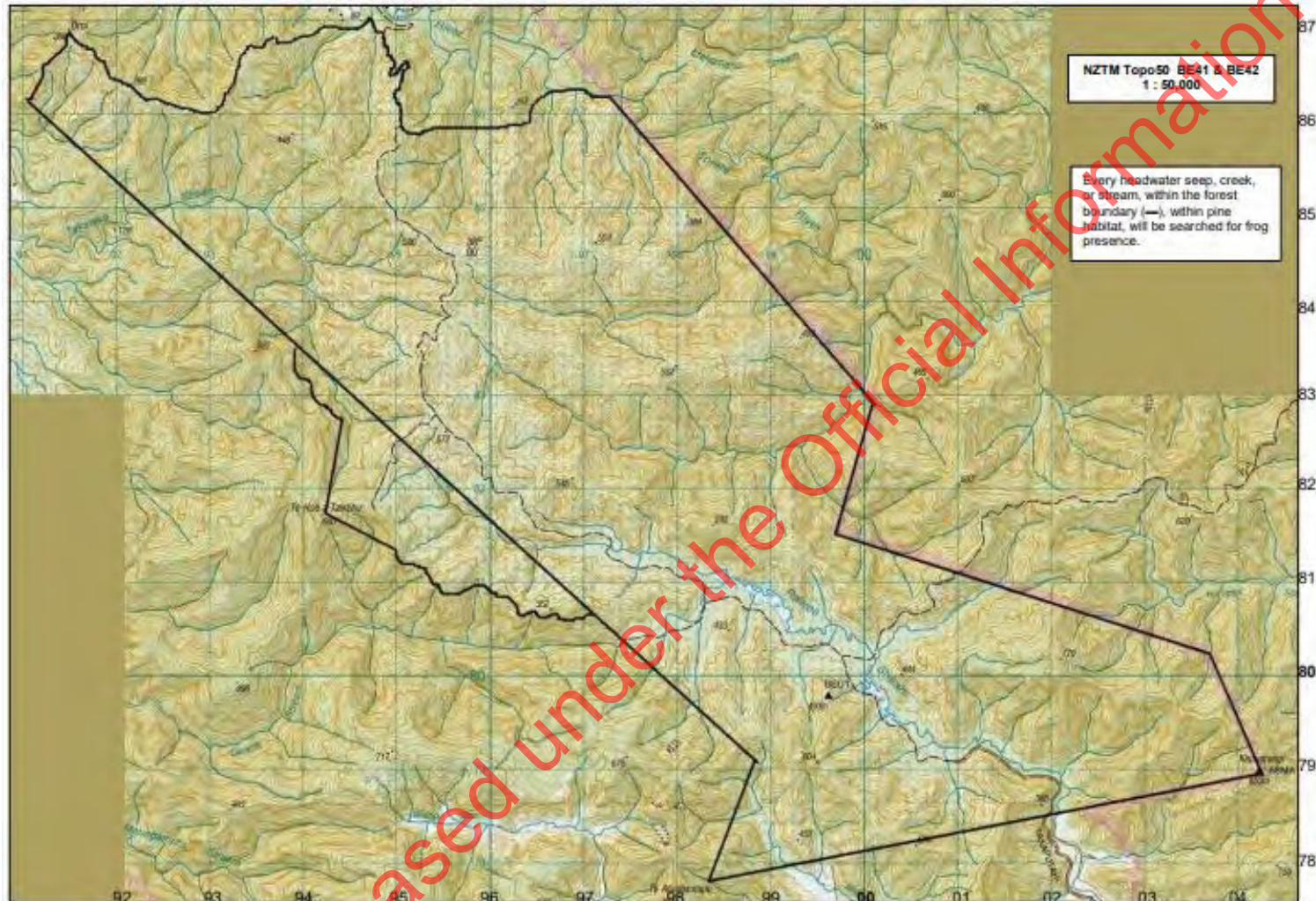
#### Miscellaneous

25. A new sub clause is added at Schedule 2 Clause 7.1 which reads: **“(c) or for any other purpose the Grantor decides”**.

26. Clause 2.2 of Schedule 2 is deleted.



## SCHEDULE 4



Location of the **Tōrere Forest (The Land)** as outlined in black.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: [97815-CAP]

THIS AUTHORITY is made 26<sup>th</sup> January 2022

PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

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.

SCHEDULE 1

|    |  |   |
|----|--|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “<b>Matapia Island</b>” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li><li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | s9(2)(a)<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]  |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 26 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder's</b><br>address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)<br/>[REDACTED]<br/>[REDACTED]</p>   |

|    |   |  |
|----|---|--|
|    |   | <div>s9(2)</div> <div>(a)</div> <div></div> <div></div>  |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act



## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**

#### 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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.
  - 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.

- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 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):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.
15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.



Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97822-CAP

THIS AUTHORITY is made 26<sup>th</sup> day of January 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |   |   |
|----|---|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                           | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li><li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                  | s9(2)(a)  |
| 3. | Term<br>(Schedule 2, clause 4)  | Commencing on and including 26 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder’s</b> address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>  |

|    |   |  |
|----|---|--|
|    |   | Email: s9(2)(a)  |
| 5. | <b>Grantor's address</b><br>for notices | <b>The Grantor's address for all correspondence is:</b><br>National Transaction Centre<br>Level 1, John Wickliffe House<br>265 Princes Street<br>Dunedin 9016<br>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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**.

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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97823-CAP

THIS AUTHORITY is made this day 27 January 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |  |   |
|----|--|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li><li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | <div>■■■■■■■■■■ s9(2)(a) ■■■■■■■■■■</div> <div>■■■■■■■■■■</div>   |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 27 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder’s</b><br>address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <div>■■■■■■■■■■ s9(2)(a) ■■■■■■■■■■</div> <div>■■■■■■■■■■</div>   |

|    |   |  |
|----|---|--|
|    |   | <div>s9(2)(a)</div> <div></div>  |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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**.

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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 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):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



# Wildlife Act Authority for Wildlife on Non-Public Conservation Land

Authorisation Number: 97832-FAU

**THIS AUTHORITY** is made this 15<sup>th</sup> day of June 2022

## **PARTIES:**

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

**AND**

**The Animal Sanctuary 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 41 (Minister's General powers) / 53 (taking or killing of wildlife for certain purposes) 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 Operations Manager Tamaki/Auckland Mainland 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).<br/>(Schedule 2, clause 2)</p> | <p><u>Activity:</u></p> <p>To hold, handle, take samples from and release, absolutely protected wildlife that are unwell, injured or orphaned; for the purposes of providing care and rehabilitation; subject to suitable enclosures for housing the birds being available on-site.</p> <p>Species – Standard non-endangered native species including:</p> <ul style="list-style-type: none"> <li>• Morepork/ruru</li> <li>• Kereru</li> <li>• Tui</li> <li>• Heron</li> <li>• Kingfisher</li> <li>• Kaka</li> <li>• Paradise shelducks</li> <li>• Mallards</li> <li>• Petrels</li> <li>• Seagulls</li> <li>• Gannets</li> <li>• Penguins</li> </ul> <p>Endangered species:</p> <ul style="list-style-type: none"> <li>• Brown Teal only</li> </ul> <p>Individuals belonging to other species of legally protected NZ animals may be retained for rehabilitation, on-site with the case-by-case written approval of the Auckland Mainland Operations Manager; always provided that enclosure(s) suitable for them are first constructed to a sufficient standard (see Special Conditions – Schedule 3).</p> <p>Sample types (for disease screening only):<br/>Blood, swabs, faeces.</p> <p>Facilities:</p> <p>In aviaries on the Land. Those aviaries and their contents must meet the required specifications and standards of the Auckland Mainland District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18]</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>s9(2)(a)</p>   |

|    |  |   |
|----|--|---|
| 3. | Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3) | <p>s9(2)(a)</p> <p></p> <p>Other persons supervised by s9(2)(a) or s9(2)(a) and/or approved by the Grantor in s9(2)(a) and s9(2)(a) absence.</p>  |
| 4. | Term (Schedule 2, clause 4)  | Commencing on and including the 1 <sup>st</sup> of July 2022 and ending on and including the 30 <sup>th</sup> of June 2030.   |
| 5. | <b>Authority Holder's</b> address for notices (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> <p></p>   |
| 6. | <b>Grantor's address</b> for notices   | <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 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. All animals remain the property of the Crown. The Authority Holder must comply with any reasonable request from the Grantor for access to any animals held.
2. The Authority Holder must ensure that all birds and other animals are housed in appropriate, safe, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
3. **“Safe” in Special** condition 2 includes ensuring that all mammalian pests are excluded from all outdoor aviaries, at all times.
4. If any wildlife held under this Authority is found to be permanently injured, is unable to exhibit a full range of wild bird behaviours, or is otherwise unfit for release, the Authority Holder must **immediately inform the Grantor’s** Tamaki Makaurau/ Auckland Mainland Office and comply with any directions regarding the bird that are given by that office.
5. The Authorised Activity must be undertaken in accordance with the application dated 13 January 2022.
6. If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.
7. Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live avian fauna, dead avian fauna, any parts of such avian fauna, and any eggs or progeny.
8. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>).
9. 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.
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 inform the Grantor and comply with any directions.
11. The Authority-Holder must also ensure the Department is adequately informed on the number and status of all animals held under this Authority on an ongoing basis.
12. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.

13. Wildlife held for rehabilitation shall not be displayed to the public.
14. 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.
15. Authority holders 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)
16. 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.
17. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
18. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
19. 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 and;
  - 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 animal's history**; and
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species
20. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
21. 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.
22. 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.

23. 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
24. 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.
25. For acceptable methods of avian euthanasia view the policy document developed by the New Zealand Veterinary Association.
26. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure for sampling of diseased wildlife.
27. 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. 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.





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

Authorisation Number: 97849-FAU

**THIS AUTHORITY** is made this 9th day of June 2022

### **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 Kathy Houkamaui, Mahaanui Operations Manager acting under delegated authority:

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>To catch alive absolutely protected wildlife for the purpose of informing ecological assessments and updating species distribution records as follows:</p> <ul style="list-style-type: none"> <li>a) <b>McCann's skink</b> <i>Oligosoma maccanni</i></li> <li>b) Southern grass skink <i>Oligosoma aff. polychroma</i> clade 5</li> <li>c) Canterbury grass skink <i>Oligosoma aff. polychroma</i> clade 4</li> <li>d) Waitaha Gecko <i>Woodworthia cf. brunnea</i></li> <li>e) Southern Alps gecko <b><i>Woodworthia</i> "Southern Alps"</b></li> </ul> <p>B. Quantity – as observed</p> <p>C. Methods described in the Department's Inventory and monitoring toolbox</p> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>   | <p>Private land in the following Department district boundaries:</p> <ul style="list-style-type: none"> <li>a) Marlborough</li> <li>b) North Canterbury</li> <li>c) Mahaanui</li> <li>d) Geraldine</li> <li>e) Twizel</li> <li>f) Coastal Otago</li> </ul>  |
| 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) Others under the supervision of s9(2)(a)</li> </ul>  |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 7 June 2022 and ending on and including 6 June 2027</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>   |
| 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<br/>73 Rostrevor Street<br/>Hamilton, 3204</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 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

Death of wildlife associated with activities covered by the Authority

1. If any lizard should die the local district office shall be contacted within 24 hours.

Track markers

2. At the conclusion of the Authorised Activity the Authority Holder must remove all track markers, flagging tape or other material used while undertaking the Authorised Activity.

Survey reports

3. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of survey:
  - a. Number of lizard species 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. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards 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/>).

Lizard capture and survey

4. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
5. 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/>
6. 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.
7. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
8. 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.
9. 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.

10. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
11. 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.

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## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97850-CAP

THIS AUTHORITY is made 27<sup>th</sup> day of January 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |   |   |
|----|---|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                       | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> "North Cape" (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> "Matapia Island" (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> "Southern North Island" (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> "Central Otago" (Central Otago gecko)</li><li>k. <i>Woodworthia</i> "Cromwell" (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> "Kaikouras" (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> "Marlborough Mini" (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> "Mount Arthur" (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> "Otago Southland" (Large Otago gecko)</li><li>p. <i>Woodworthia</i> "Southern Alps" (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> "Southern mini" (Southern mini gecko)</li><li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                              | s9(2)(a)<br>[REDACTED]<br>[REDACTED]  |
| 3. | Term<br>(Schedule 2, clause 4)                                      | Commencing on and including 27 <sup>th</sup> day of January 2022<br>and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | Authority Holder's<br>address for notices<br>(Schedule 2, clause 8) | The Authority Holders address in New Zealand is:<br>s9(2)(a)<br>[REDACTED]  |

|    |   |  |
|----|---|--|
|    |   | <div>s9(2)(a)</div> <div></div>  |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**

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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



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

Authorisation Number: 97858-FAU

**THIS AUTHORITY** is made this 7th day of September 2022

### **PARTIES:**

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

**AND**

**Whangarei District Council** (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 14 ('Wildlife Refuges'), and 53 of the Wildlife Act 1953; and **PERMITS** the Authority Holder pursuant to part 3B of the Conservation Act 1987, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Joel Lauterbach, Operations Manager, Whangarei District

acting under delegated authority in the presence of:



s9(2)(a)

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

Witness Name: Nigel Miller (Sr Rgr Whg)

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<br/>(including the<br/>species, any<br/>approved quantities<br/>and collection<br/>methods)</b><br>(Schedule 2, clause 2) | <p>a. Activity:</p> <ul style="list-style-type: none"> <li>i. To conduct surveys</li> <li>ii. To catch, measure and record</li> <li>iii. To hold, mark and transfer</li> <li>iv. To kill</li> <li>v. To liberate</li> <li>vi. To monitor after liberation</li> <li>vii. Pest animal control at release site</li> </ul> <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. Moko skink (<i>Oligosoma moko</i>)</li> <li>iv. Pacific gecko (<i>Dactylocnemis pacificus</i>)</li> <li>v. Elegant gecko (<i>Naultinus elegans</i>)</li> <li>vi. Raukawa gecko (<i>Woodworthia maculata</i>)</li> <li>vii. Any other species of NZ native lizard</li> </ul> <p>c. Quantity</p> <ul style="list-style-type: none"> <li>i. As many as can be captured</li> </ul> <p>d. Method</p> <ul style="list-style-type: none"> <li>i. Catching: <ul style="list-style-type: none"> <li>a. Hand-searching/spotlighting</li> <li>b. Pitfall traps</li> <li>c. Supervision of clearance</li> <li>d. Post-clearance raking</li> <li>e. Vegetation management (if required)</li> </ul> </li> <li>ii. Releasing: By-hand, into release refuges</li> <li>iii. Pre- and post-release monitoring</li> <li>iv. Pest control at release site.</li> </ul> <p>All methods will be as described in 'Application form 9', signed and dated on 19/1/2022; except where stated otherwise in 'Lizard Management Plan for a Wetland Upgrade at the Wastewater Treatment Plant, Ruakākā' ('Report 1001'): (Updated 13 July 2022).</p> |
| 2. | <b>The Land</b><br>(Schedule 2, clause 2)  | <p>Public Conservation Land: Ruakākā Wildlife Reserve (Release site)</p> <p>Other land: Approximately 0.5ha of scrubby duneland adjacent to existing Ruakākā Wastewater Treatment Plant, to be cleared of vegetation. (Capture site).</p>  |
| 3. | <b>Personnel<br/>authorised to<br/>undertake the<br/>Authorised Activity</b><br>(Schedule 2, clause 3)   | <p>a. s9(2)(a)</p> <p>b. [REDACTED]</p> <p>Any other suitable persons under direct supervision of Authorised Personnel a. or b.</p>  |

|    |   |  |
|----|---|--|
| 4. | <b>Term</b><br>(Schedule 2, clause 4)                                   | Commencing on and including 1 September 2022 and ending on and including 31 August 2023 (1 year)   |
| 5. | <b>Authority Holder's address for notices</b><br>(Schedule 2, clause 8) | <p>The Authority Holder's address in New Zealand is:</p> <p>Forum North Building<br/>7 Rust Avenue<br/>Whangarei 0148</p> <p>Phone: [REDACTED] s9(2)(a)</p> <p>Email: <a href="mailto:Andy.keith@wdc.govt.nz">Andy.keith@wdc.govt.nz</a></p> |
| 6. | <b>Grantor's address for notices</b>                                    | <p>The Grantor's address for all correspondence is:</p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>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

#### 1.0 Adherence with Conditions

- 1.1 The Authorised Activity shall be undertaken in accordance with the document 'Wildlife Act Authority Application form 9' (signed and dated 19/1/2022); the "Lizard Management Plan for a Wetland Upgrade at the Wastewater Treatment Plant, Ruakākā", updated 13 July 2022 ('Report 1001'); and the standard "Hygiene Checklist". The Authority Holder shall ensure that all persons operating under this Authority comply with its conditions. Where there is any contradiction between the documents, this Authority has priority.

#### 2.0 Release Conditions

- 2.1 The Authority Holder is only permitted to release wildlife:

- a. that are classified as Not Threatened or At Risk species under the current threat classification system;
- b. into release site(s) that are assessed by a qualified herpetologist [or other expert] as being of similar or better habitat than the source location, and capable of supporting that lizard species (see condition 14.3 below).
- c. into release site(s) where habitat for that species of wildlife has, if considered necessary, been enhanced and/or approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species, providing protection from predators (e.g. logs and stumps), or long-term predator control; and
- d. into release site(s) where the site has long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).

#### 3.0 Death of Wildlife Associated with Activities Covered by the Authority

- 3.1 If any lizards should die during the Authorised Activity, the Authority Holder must, if requested by the Grantor:

- a. Inform the Grantor within three (3) days and *if requested by the Grantor*;
- 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 the animal's history;
- d. Pay for any costs incurred in investigation of the death of any lizard covered under this Authority; and
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### 4.0 Euthanasia

- 4.1 The Authority Holder must not euthanise any wildlife unless:

- a. The Authority Holder 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.

## 5.0 Parts or Derivatives of Dead Specimens

- 5.1. 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.

## 6.0 Reporting and monitoring

- 6.1 Within two (2) months of the completion of the lizard relocation, the Authority Holder must provide a report to the Grantor. This report must be electronically forwarded to the Grantor at [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority Number 97858-FAU. Each report must include:
- the species and number of any animals collected and released;
  - the GPS locations (or a detailed map) of the collection points and release points;
  - results of all surveys, monitoring or research.

- 6.2 Pest animal management, and monitoring, will be tailored to the number of lizards salvaged. The following lizard numbers will serve as triggers for additional mitigation beyond lizard salvage:
- Less than 20 individuals of any species potentially present will result in one year of enhanced pest animal management and no monitoring
  - Between 20 and 50 individuals will result in one year of enhanced pest animal management and three years of annual lizard monitoring
  - Over 50 individuals will equate to five years of enhanced pest animal management and five years of annual lizard monitoring.

Annual monitoring reports (if they are required) must be electronically forwarded to the Grantor at [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz) and, [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority Number 97858-FAU.

- 6.3 The Authority Holder acknowledges that the Grantor may provide copies of the reports referred-to in 6.1 and 6.2 above, to tangata whenua and the general public if requested.
- 6.4 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).

## 7.0 Lizard Capture

- 7.1 Capture and handling of lizards must only involve techniques that minimise the risk of infection or injury to the animal.
- 7.2 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/>.
- 7.3 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 must be thoroughly cleaned and dried between sites.



- 7.4 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.
- 7.5 'Plague skinks' will be humanely euthanised.
- 7.6 The Whangarei DOC Operations Manager is to be contacted as soon as possible for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site.
- 7.7 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.

## 8.0 Property of the Crown

- 8.1 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.

## 9.0 Private Land

- 9.1 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.

## 10.0 Termination

- 10.1 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"

## 11.0 Myrtle Rust Biosecurity

- 11.1 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>.
- 11.2 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.
- 11.3 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.
- 11.4 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/affect area of the plant;
  - c. Do not touch or try to collect samples as this may increase the spread of the disease.
- 11.5 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 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. 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.

## 12.0 Didymo biosecurity

- 12.1 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 - <http://www.biosecurity.govt.nz/cleaning>.

## 13.0 Kauri Dieback Disease biosecurity

- 13.1 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.

## 14.0 Iwi Involvement

- 14.1 The Authority Holder and its Agent, Kukuwai Civil and Environmental Services, should continue to keep patuharakeke actively involved in the Authorised Activity, through regular hui, reporting, and opportunities to join-in with authorised field activities.
- 14.2 The Authority holder and its Agent, 'Kukuwai Civil and Environmental Services', should, where possible and practicable, follow the guidance and cultural practice/tikanga of patuharakeke.
- 14.3 The Authority Holder must, through its Agent named above, release all lizards within Ruakākā Wildlife Refuge, at sites mutually agreed-to by the Grantor and pātuharakeke.



# Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 97859-FAU

**THIS AUTHORITY** is made this 5<sup>th</sup> of August 2022

## **PARTIES:**

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

**AND**

**Oceana Gold (New Zealand) 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 of the Wildlife Act 1953, and

**PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Avi Holzapfel, Hauraki Operations Manager acting under delegated authority

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) | <p>A. <u>Activity</u>:</p> <p>a) Catching of native frog and lizard species listed in Schedule 4 through fauna surveys prior to vegetation clearance at mineral exploration sites (see list of sites, in next section)</p> <p>b) Catch and liberate up to 4 native frog and up to 4 lizard species listed in Schedule 5</p> <p>B. <u>Methodology</u>:</p> <p>a) Methods outlined in the Fauna Management Plan: Access Arrangement Application R92455 Prepared for Oceana Gold Waihi Operation dated 19 August 2016, except when instructed otherwise by the Grantor.</p> |
| 2. | The Land (Schedule 2, clause 2)  | <p>Coromandel Forest Park: Wharekurauponga catchment</p> <p>A maximum of nine drill sites, two helipad sites, two pump sites and one camp site. Maximum total disturbed area will be 0.135 hectares (1350 square metres). Locations are as shown in the aerial photograph and table accompanying the signed access arrangement document.</p> <p>All 14 potential sites fall within an area of 428.44 hectares: that being the portion of Coromandel Forest Park which contains Mineral Exploration Permit 40598.</p>   |
| 3. | Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)                                   | <p>a) s9(2)(a)</p> <p>b) s9(2)(a)</p> <p>c) Other Suitably qualified herpetologists as approved by the Hauraki Operations Manager or any person authorised by the Hauraki Operations Manager to act on his or her behalf</p>   |
| 4. | Term (Schedule 2, clause 4)  | 20 July 2022 to 21 May 2027 subject to earlier expiry in 2025 in accordance with any expiry of the associated Access Arrangement for Exploration Permit 40598 in 2025  |
| 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> <p>22 MacLaggan Street<br/>Dunedin 9016<br/>New Zealand<br/>Phone: 03 479 4736</p>   |
| 6. | <b>Grantor's address</b> for notices   | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204<br/>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.

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#### 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.

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#### 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)).

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- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
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- 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.**

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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.

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- 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.
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- 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.
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- 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

#### Compatibility with Access Arrangement Document

1. **All the Special Conditions in the current consolidated 'Access Arrangement for Exploration Permit 40598' document dated 21 May 2021 (Conditions numbered 68 to 161, on pages 25 to 39 of that document) and any conditions included in any subsequent variations to this document; must be followed by all personnel carrying-out activities under the current Wildlife Act Authority (97859-FAU).**
2. **All the conditions outlined in 'Appendix 1' ('Native frog hygiene and handling protocols') on pages 40 and 41 of the current consolidated 'Access Arrangement for Exploration Permit 40598' document dated 21 May 2021, must be followed at all times by all personnel carrying out activities under the current Wildlife Act Authority (97859-FAU).**
3. If approached by members of the public while carrying out any aspect of the Authorised Activity; the Authority Holder must provide an explanation of why the Authorised Activity is taking place and display a copy of this Authority document, if it is considered useful to do so.

#### Ownership and holding of Absolutely Protected Wildlife

4. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife for short periods 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.
5. 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.
6. All wildlife is to be liberated as soon as it is in a fit condition to be released, as outlined in Section 90 of the Access Arrangement.

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

7. If any frog or lizard should die, or be found dead; the Authority Holder must contact the **Grantor's Hauraki Office on 07 867 9180, with known details of the animal's history.** Then, if the Grantor requests it, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy.
8. In that eventuality; the Authority Holder must, if requested by the Grantor:
  - a) Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if it will take longer than 24 hours to delivery.
  - b) Ensure appropriate measures are taken to minimise further deaths.
  - c) Discuss with the **Grantor's Hauraki office**, 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

#### Euthanasia

- 9. The Authority Holder must not euthanize any wildlife unless the Authority Holder:
  - a) Consults with the Captive Management Co-ordinator (as applicable) and obtains the consent of the Grantor; or
  - b) Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - c) Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable).

#### Lizard capture and release

- 10. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 11. All lizards handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible. Capture and handling methods must follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
- 12. 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.
- 13. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 14. 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.
- 15. 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.

#### Frogs (temporary holding)

- 16. Frogs must be held individually in rigid bodied plastic containers with adequate aeration (perforated lid) containing a wet paper towel (use water from nearest stream).
- 17. Frogs must not be held for more than 24 hours and must be checked every 6 hours (except for one 8-hour period per 24 hours; this 8-hour period must be during the hours of darkness).

18. Containers must be cleaned and rinsed between individual frogs using the Frog Hygiene for Handling Protocol. (See Appendix 1 of Access Arrangement document)
19. All containers holding frogs must be kept as cool as possible by keeping them under heavy shade and replacing the wet paper towels at every 6- hourly check.

#### Didymo biosecurity

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 - <http://www.biosecurity.govt.nz/cleaning>.**

#### Records

21. All survey, salvage and release records must be made available for inspection at reasonable times by officers of the Grantor.

#### Lizard and Frog Salvage Reporting

22. Independent of any reporting required under the conditions of the Access Arrangement; a report is to be submitted in writing to the DOC Operations Manager, Hauraki, by 31 December each year for the life of this Authorisation; summarising outcomes, and mentioning authority number 97859-FAU. Each report must include:

- a. the species and number of any animals collected and released;
- b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
- c. copies of approved Species Specific Management Plans; and
- d. results of all surveys, monitoring or research.

23. 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).

#### Pest Control

24. At least 3 months prior to any vegetation clearance, the Authority Holder must provide to DOC Hauraki an Assessment of Environmental Effects (AEE) for approval and for the deployment of rodent toxin over at least 16ha of Public Conservation Land (PCL) using a 25 x 25m grid, centred on each of the proposed drill site(s). This form is attached.
25. At least 4 weeks prior to clearing any vegetation, the Authority Holder must, as part of **the required pest control, install a 25 x 25 m grid using 'Full proof' bait** stations, centred on the drill site, as shown in Fig. 1. This pest control must strictly follow the DOC-approved AEE that is submitted in Special Condition 1. There must be no felling of woody trees or tree saplings, and any vegetation clearance must be kept to an absolute minimum that will still enable safe passage of pest control operators.

26. The pest control operations must be maintained for at least 12 months following the last day of vegetation clearance. Bait stations must be replenished by the Authority Holder at least every 2 months using a suitable rodenticide and in sufficient quantity to be available for rodent consumption.

#### Wildlife found during Vegetation clearance

27. Immediately prior to any vegetation clearance, the Authority Holder must ensure a suitably qualified herpetologist inspects any vegetation to be cleared (up to 2m above the ground level) and any area of ground that may be impacted by vegetation clearance (including dead/decaying wood, stumps, stones or rocks and leaf litter), to thoroughly search for frogs and lizards. The Authority Holder must ensure that any vegetation over 2m tall is immediately inspected for lizards and frogs by a suitably experienced herpetologist immediately following the felling of the vegetation.
28. If a frog or lizard is encountered before vegetation clearance has commenced, this animal must not be salvaged, and a 6m buffer with no vegetation clearance established, consistent with Access Arrangement conditions.
29. The Authority Holder must ensure that any vegetation over 2m tall (or which could not be thoroughly inspected prior to vegetation clearance) is immediately and thoroughly inspected for lizards and frogs by a suitably experienced herpetologist immediately following the felling of the vegetation. The Authority Holder must ensure all felled vegetation is left in place for a minimum of 72 hours before it can be moved. After at least 72 hours, a further thorough inspection of felled vegetation by a suitably experienced herpetologist must be undertaken before vegetation must be moved in a whole state (if possible) or cut into large portions for removal. Cleared vegetation shall be deposited under forest canopy at the nearest side of the clearing, or to a site that causes the least possible disturbance of understorey vegetation. Vegetation must not be deposited within 6m of any known frog or lizard (as detected during initial surveys and pre-vegetation surveys). The Authority Holder must ensure no mulching of vegetation occurs.
30. During any clearance of vegetation, if any live herpetofauna are found uninjured, the **Authority Holder's herpetologists may move the wildlife to suitable pre-prepared and selected damp retreat site approximately 50-75m from the site of vegetation clearance.** Any live frog or nocturnally-active herpetofauna found must be contained within a chilly bin with an internal temperature of 8-14°C and placed within a small container with a moist/wet substrate (e.g. leaf litter or moss) and must be released into the pre-prepared site at dusk the same day. Diurnally-active herpetofauna must be kept cool in a suitable container and out of direct sunlight and released into a pre-selected and pre-prepared site 50-75m from vegetation clearance within 30 minutes of being found.
31. The Authority Holder must ensure rodent tracking tunnels of 2 lines of 8 tracking tunnels each are set out in a crucifix formation as shown in Fig.1 and a rodent monitoring session must be undertaken every 3 months using peanut butter lure for 1 night. The target for each tracking tunnel session is 3 or fewer rat and 3 or fewer mouse tracking prints on these 16 tracking tunnels.
32. If rodent tracking rates are higher than the threshold (3 or fewer rat and 3 or fewer mouse tracking prints on these 16 tracking tunnels), the Authority Holder must ensure additional bait station filling with toxins are performed until tracking rates reach the

target. Additional rodent tracking tunnel monitoring sessions (using peanut butter for 1 night) must be performed 2-weekly until the threshold is met.

33. If one or more frog or lizard is found (whether alive, dead or injured), the Authority Holder must ensure pest control continues for at least an additional 12 months (i.e. at least 24 months in total from that last date of vegetation clearance).
34. **If 5 or more 'Threatened' or 'At Risk' frogs or lizards (including those found during the initial survey), or one or more Northern striped gecko, are found within the 20 x 20m surveyed area during post-felling inspections of vegetation, then the Authority Holder must halt vegetation clearance at that site immediately and must not use this site for installation of the drilling site. Revegetation planting measures must be undertaken during the next available 12-month period if vegetation clearance has commenced, but the site is not ultimately used for a drilling platform. If any vegetation clearance or salvage has already occurred, the pest control measures must be continued for the required full term at this site, as well as at any other site that is later used as a replacement for this site.**
35. If an aerial 1080 operation occurs over the site during the pest control period, the Authority Holder must maintain the target pest control at this site for an additional 3 months, to ensure the Authority Holder is providing benefit to the frogs at this site for the full 12-month (or more) period due to their own actions and measures.
36. If any wildlife is found injured, the Authority Holder must ensure its ecologist immediately takes steps to stabilise the wildlife and immediately contact the DOC Hauraki Office (if within working hours), or the DOC Hotline (0800 DOCHOT (0800 362468)) for instructions on how to proceed.
37. **If any recently dead protected wildlife are found, the Authority Holder's ecologists must collect the specimen and keep it cool (not frozen) and contact the DOC Hauraki Office within 24 hours for further instructions. If no instructions are forthcoming, the wildlife must be placed in a re-sealable plastic bag and taken to the DOC Hauraki Office within 48 hours, with a water-proof label firmly attached stating in water-proof ink the date found, grid reference where found, name of ecologist, and name of employer. An email must also be sent to the DOC Hauraki Operations Manager fully explaining the detailed circumstances of how the wildlife was found to be dead within 48 hours.**

## Schedule 4

| Common Name              | Scientific Name          | NZ Threat Classification         |
|--------------------------|--------------------------|----------------------------------|
| Coromandel striped gecko | Toropuku ("Coromandel")  | Threatened-Nationally Endangered |
| Pacific gecko            | Dactylocnemis pacificus  | Not Threatened                   |
| Auckland green gecko     | Naultinus elegans        | At Risk-Declining                |
| Common gecko             | Woodworthia maculata     | Not threatened                   |
| Forest gecko             | Mokopirirakau granulatus | At Risk-Declining                |
| Striped skink            | Oligosoma striatum       | At Risk-Declining                |
| Ornate skink             | Oligosoma ornatum        | At Risk-Declining                |
| Common skink             | Oligosoma polychroma     | Not threatened                   |
| Copper skink             | Oligosoma aeneum         | At Risk - Declining              |
| Moko skink               | Oligosoma moco           | At Risk-Relict                   |
| Archey's frog            | Leiopelma archeyii       | At Risk- Declining               |
| Hochstetter's frog       | Leiopelma hochstetteri   | At Risk-Declining                |

## Schedule 5

| Common Name          | Scientific Name          | NZ Threat Classification |
|----------------------|--------------------------|--------------------------|
| Auckland green gecko | Naultinus elegans        | At Risk-Declining        |
| Forest gecko         | Mokopirirakau granulatus | At Risk-Declining        |
| Striped skink        | Oligosoma striatum       | At Risk-Declining        |
| Ornate skink         | Oligosoma ornatum        | At Risk-Declining        |
| Copper skink         | Oligosoma aeneum         | At Risk - Declining      |
| Moko skink           | Oligosoma moco           | At Risk-Relict           |
| Archey's frog        | Leiopelma archeyii       | At Risk- Declining       |
| Hochstetter's frog   | Leiopelma hochstetteri   | At Risk-Declining        |



# Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 97859-FAU

**THIS AUTHORITY** is made this 12<sup>th</sup> day of October 2022

## **PARTIES:**

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

**AND**

**Oceana Gold (New Zealand) 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 of the Wildlife Act 1953, and

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

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

s9(2)(a)

SIGNED on behalf of the Grantor by Avi Holzapfel, Hauraki Operations Manager acting under delegated authority

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) | <p>A. <u>Activity</u>:</p> <p>a) Catching of native frog and lizard species listed in Schedule 4 through fauna surveys prior to vegetation clearance at mineral exploration sites (see list of sites, in next section)</p> <p>b) Catch and liberate up to 4 native frog and up to 4 lizard species listed in Schedule 5</p> <p>B. <u>Methodology</u>:</p> <p>a) Methods outlined in the Fauna Management Plan: Access Arrangement Application R92455 Prepared for Oceana Gold Waihi Operation dated 19 August 2016, except when instructed otherwise by the Grantor.</p> |
| 2. | The Land (Schedule 2, clause 2)  | <p>Coromandel Forest Park: Wharekurauponga catchment</p> <p>A maximum of nine drill sites, two helipad sites, two pump sites and one camp site. Maximum total disturbed area will be 0.135 hectares (1350 square metres). Locations are as shown in the aerial photograph and table accompanying the signed access arrangement document.</p> <p>All 14 potential sites fall within an area of 428.44 hectares: that being the portion of Coromandel Forest Park which contains Mining Permit 60541.</p>  |
| 3. | Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)                                   | <p>a) s9(2)(a)</p> <p>b) s9(2)(a)</p> <p>c) All additional personnel to be recommended by s9(2)(a) or s9(2)(a) must be approved in writing by the Grantor, in consultation with the Frog Recovery Group or other recovery group the Department considers appropriate to consult with.</p>  |
| 4. | Term (Schedule 2, clause 4)  | 10 October 2022 to 21 May 2027 subject to earlier expiry in 2025 in accordance with any expiry of the associated Access Arrangement for Mining Permit 60541 in 2025  |
| 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> <p>22 MacLaggan Street<br/>Dunedin 9016<br/>New Zealand</p> <p>Phone: 03 479 4736</p>  |
| 6. | <b>Grantor's address</b> for notices   | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204</p>  |

|  |  |   |
|--|--|---|
|  |  | 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 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

#### Compatibility with Access Arrangement Document

1. All the Special Conditions in: the consolidated Access Arrangement for Mining Permit 60541 document dated 21 May 2021 (Particularly conditions numbered 68 to 161, on pages 25 to 39 of that document) ; and Access Arrangement variation dated May 2022; and any conditions included in any subsequent variations to the Access Arrangement; must be followed by all personnel carrying-out activities under the current Wildlife Act Authority (97859-FAU).
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5. 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.
6. All wildlife is to be liberated as soon as it is in a fit condition to be released, as outlined in Section 90 of the Access Arrangement.

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7. If any frog or lizard should die, or be found dead; the Authority Holder must contact the **Grantor's Hauraki Office on 07 867 9180, with known details of the animal's history.** Then, if the Grantor requests it, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy.
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  - a) Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if it will take longer than 24 hours to delivery.
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- c) Discuss with the **Grantor's Hauraki office**, whether it is necessary to halt all further handling until full investigations of death(s) occur.
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  - b) Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
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13. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
14. 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.
15. 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.

#### Frogs (temporary holding)

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17. Frogs must not be held for more than 24 hours and must be checked every 6 hours (except for one 8-hour period per 24 hours; this 8-hour period must be during the hours of darkness).
18. Containers must be cleaned and rinsed between individual frogs using the Frog Hygiene for Handling Protocol. (See Appendix 1 of Access Arrangement document)
19. All containers holding frogs must be kept as cool as possible by keeping them under heavy shade and replacing the wet paper towels at every 6- hourly check.

#### Didymo biosecurity

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 - <http://www.biosecurity.govt.nz/cleaning>.**

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#### Lizard and Frog Salvage Reporting

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- b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
- c. copies of approved Species Specific Management Plans; and
- d. results of all surveys, monitoring or research.

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#### Pest Control

24. At least 3 months prior to any vegetation clearance, the Authority Holder must provide to DOC Hauraki an Assessment of Environmental Effects (AEE) for approval and for the deployment of rodent toxin over at least 16ha of Public Conservation Land (PCL) using a 25 x 25m grid, centred on each of the proposed drill site(s).

25. At least 4 weeks prior to clearing any vegetation, the Authority Holder must, as part of **the required pest control, install a 25 x 25 m grid using 'Full proof' bait stations, centred on the drill site, as shown in Schedule 6.** This pest control must strictly follow the DOC-approved AEE that is submitted in Special Condition 1. There must be no felling of woody

trees or tree saplings, and any vegetation clearance must be kept to an absolute minimum that will still enable safe passage of pest control operators.

26. The pest control operations must be maintained for at least 12 months following the last day of vegetation clearance. Bait stations must be replenished by the Authority Holder at least every 2 months using a suitable rodenticide and in sufficient quantity to be available for rodent consumption.
27. Immediately prior to any vegetation clearance, the Authority Holder must ensure a suitably qualified herpetologist inspects any vegetation to be cleared (up to 2m above the ground level) and any area of ground that may be impacted by vegetation clearance (including dead/decaying wood, stumps, stones or rocks and leaf litter), to thoroughly search for frogs and lizards. The Authority Holder must ensure that any vegetation over 2m tall is immediately inspected for lizards and frogs by a suitably experienced herpetologist immediately following the felling of the vegetation.
28. If a frog or lizard is encountered before vegetation clearance has commenced, this animal must not be salvaged, and a 6m buffer with no vegetation clearance established, consistent with Access Arrangement conditions.
29. The Authority Holder must ensure that any vegetation over 2m tall (or which could not be thoroughly inspected prior to vegetation clearance) is immediately and thoroughly inspected for lizards and frogs by a suitably experienced herpetologist immediately following the felling of the vegetation. The Authority Holder must ensure all felled vegetation is left in place for a minimum of 72 hours before it can be moved. After at least 72 hours, a further thorough inspection of felled vegetation by a suitably experienced herpetologist must be undertaken before vegetation must be moved in a whole state (if possible) or cut into large portions for removal. Cleared vegetation shall be deposited under forest canopy at the nearest side of the clearing, or to a site that causes the least possible disturbance of understorey vegetation. Vegetation must not be deposited within 6m of any known frog or lizard (as detected during initial surveys and pre-vegetation surveys). The Authority Holder must ensure no mulching of vegetation occurs.
30. During any clearance of vegetation, if any live herpetofauna are found uninjured, the **Authority Holder's herpetologists may move the wildlife to suitable pre-prepared** and selected damp retreat site approximately 50-75m from the site of vegetation clearance. Any live frog or nocturnally-active herpetofauna found must be contained within a chilly bin with an internal temperature of 8-14°C and placed within a small container with a moist/wet substrate (e.g. leaf litter or moss) and must be released into the pre-prepared site at dusk the same day. Diurnally-active herpetofauna must be kept cool in a suitable container and out of direct sunlight and released into a pre-selected and pre-prepared site 50-75m from vegetation clearance within 30 minutes of being found.
31. The Authority Holder must ensure rodent tracking tunnels of 2 lines of 8 tracking tunnels each are set out in a crucifix formation as shown in Fig.1 and a rodent monitoring session must be undertaken every 3 months using peanut butter lure for 1 night. The target for each tracking tunnel session is 3 or fewer rat and 3 or fewer mouse tracking prints on these 16 tracking tunnels.
32. If rodent tracking rates are higher than the threshold (3 or fewer rat and 3 or fewer mouse tracking prints on these 16 tracking tunnels), the Authority Holder must ensure



additional bait station filling with toxins are performed until tracking rates reach the target. Additional rodent tracking tunnel monitoring sessions (using peanut butter for 1 night) must be performed 2-weekly until the threshold is met.

33. If one or more frog or lizard is found (whether alive, dead or injured), the Authority Holder must ensure pest control continues for at least an additional 12 months (i.e. at least 24 months in total from that last date of vegetation clearance).
34. **If 5 or more 'Threatened' or 'At Risk' frogs or lizards** (including those found during the initial survey), or one or more Northern striped gecko, are found within the 20 x 20m surveyed area during post-felling inspections of vegetation, then the Authority Holder must halt vegetation clearance at that site immediately and must not use this site for installation of the drilling site. Revegetation planting measures must be undertaken during the next available 12-month period if vegetation clearance has commenced, but the site is not ultimately used for a drilling platform. If any vegetation clearance or salvage has already occurred, the pest control measures must be continued for the required full term at this site, as well as at any other site that is later used as a replacement for this site.
35. If an aerial 1080 operation occurs over the site during the pest control period, the Authority Holder must maintain the target pest control at this site for an additional 3 months, to ensure the Authority Holder is providing benefit to the frogs at this site for the full 12-month (or more) period due to their own actions and measures.
36. If any wildlife is found injured, the Authority Holder must ensure its ecologist immediately takes steps to stabilise the wildlife and immediately contact the DOC Hauraki Office (if within working hours), or the DOC Hotline (0800 DOCHOT (0800 362468)) for instructions on how to proceed.
37. **If any recently dead protected wildlife are found, the Authority Holder's ecologists must** collect the specimen and keep it cool (not frozen) and contact the DOC Hauraki Office within 24 hours for further instructions. If no instructions are forthcoming, the wildlife must be placed in a re-sealable plastic bag and taken to the DOC Hauraki Office within 48 hours, with a water-proof label firmly attached stating in water-proof ink the date found, grid reference where found, name of ecologist, and name of employer. An email must also be sent to the DOC Hauraki Operations Manager fully explaining the detailed circumstances of how the wildlife was found to be dead within 48 hours.



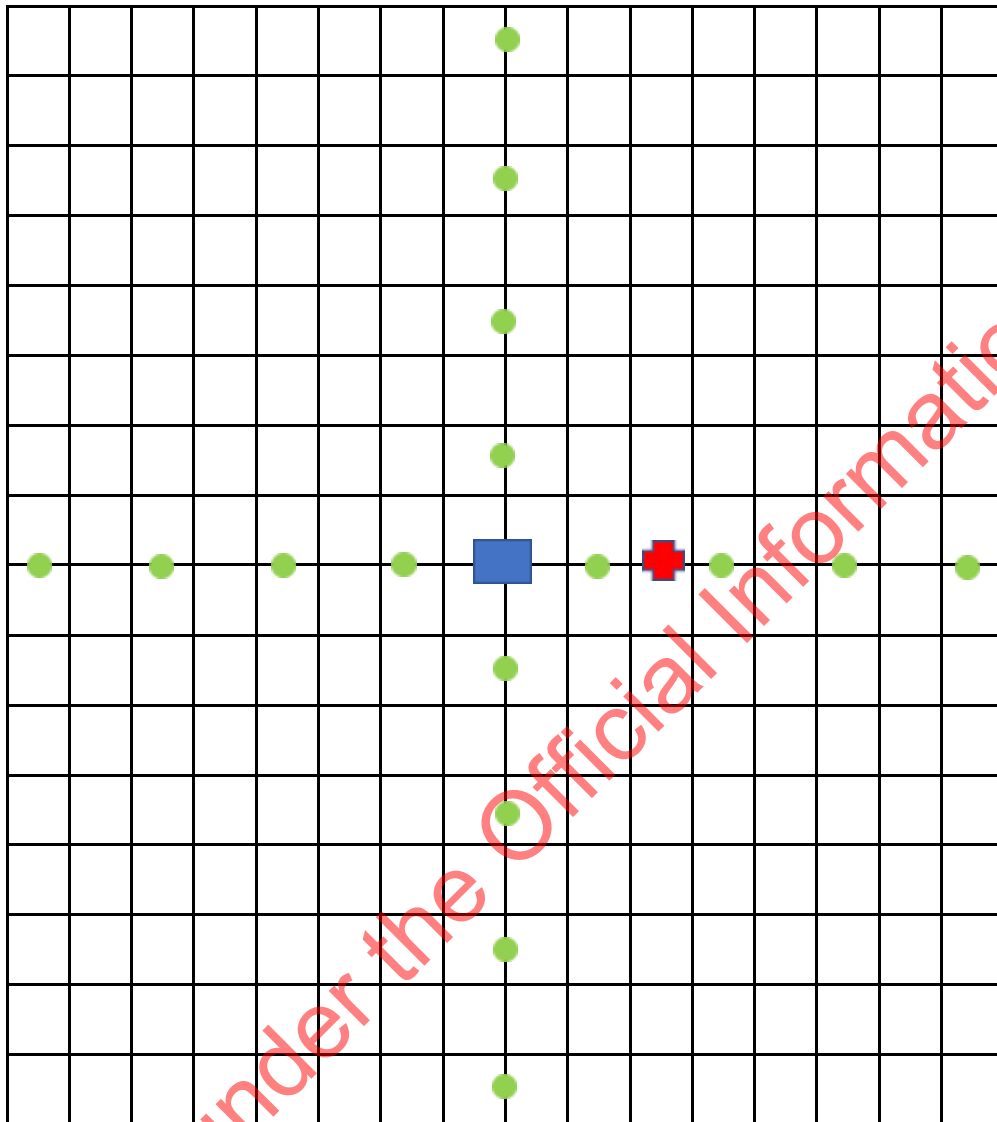
## Schedule 4

| Common Name              | Scientific Name          | NZ Threat Classification         |
|--------------------------|--------------------------|----------------------------------|
| Coromandel striped gecko | Toropuku ("Coromandel")  | Threatened-Nationally Endangered |
| Pacific gecko            | Dactylocnemis pacificus  | Not Threatened                   |
| Auckland green gecko     | Naultinus elegans        | At Risk-Declining                |
| Common gecko             | Woodworthia maculata     | Not threatened                   |
| Forest gecko             | Mokopirirakau granulatus | At Risk-Declining                |
| Striped skink            | Oligosoma striatum       | At Risk-Declining                |
| Ornate skink             | Oligosoma ornatum        | At Risk-Declining                |
| Common skink             | Oligosoma polychroma     | Not threatened                   |
| Copper skink             | Oligosoma aeneum         | At Risk - Declining              |
| Moko skink               | Oligosoma moco           | At Risk-Relict                   |
| Archey's frog            | Leiopelma archeyii       | At Risk- Declining               |
| Hochstetter's frog       | Leiopelma hochstetteri   | At Risk-Declining                |

## Schedule 5

| Common Name          | Scientific Name          | NZ Threat Classification |
|----------------------|--------------------------|--------------------------|
| Auckland green gecko | Naultinus elegans        | At Risk-Declining        |
| Forest gecko         | Mokopirirakau granulatus | At Risk-Declining        |
| Striped skink        | Oligosoma striatum       | At Risk-Declining        |
| Ornate skink         | Oligosoma ornatum        | At Risk-Declining        |
| Copper skink         | Oligosoma aeneum         | At Risk - Declining      |
| Moko skink           | Oligosoma moco           | At Risk-Relict           |
| Archey's frog        | Leiopelma archeyii       | At Risk- Declining       |
| Hochstetter's frog   | Leiopelma hochstetteri   | At Risk-Declining        |

## Schedule 6





# Wildlife Act Authority for wildlife located not on public conservation land

Authorisation Number: 97864-FAU

**THIS AUTHORITY** is made this 1st day of November 2022

## **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 .

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section(s) 53, 56 of the Wildlife Act 1953, and

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

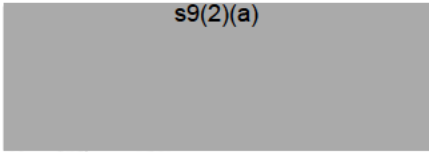
subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

in the presence of:

s9(2)(a)



---

Witness Signature

Witness Name: Monica Bean

Witness Occupation: Community Ranggr

Witness Address: 31 Nga Mahi Road Sockburn

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).<br/>(Schedule 2, clause 2)</p> | <p>A. Activity:</p> <ul style="list-style-type: none"> <li>i. To catch alive and liberate Southern Grass skink <i>Oligosoma aff. polychroma</i>, <i>Clade 5</i>, and <b>McCann's skink</b> <i>Oligosoma maccanni</i> for the purpose of species management.</li> <li>ii. To incidentally kill Southern Grass skink <i>Oligosoma aff. polychroma</i>, <i>Clade 5</i>, and <b>McCann's skink</b> <i>Oligosoma maccanni</i> during vegetation clearance and lizard salvage</li> </ul> <p>B. Quantity:</p> <ul style="list-style-type: none"> <li>i. <b>As required.</b></li> </ul> <p>C. Methodology:</p> <ul style="list-style-type: none"> <li>i. Catch alive by hand</li> </ul> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>Development Site: Northern end of <b>Takapūneke Historic Reserve</b></p> <p>Release Site: <b>Southern end of Takapūneke Historic Reserve</b></p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <p>a) s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>g) Others under the supervision of those listed above</p>   |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 1 November 2022 and ending on and including 31 October 2025</p>  |
| 5. | <p><b>Authority Holder's</b> address for notices<br/>(Schedule 2, clause 8)</p>  | <p><b>The Authority Holder's address in New Zealand is:</b></p> <p>53 Hereford Street<br/>Christchurch Central<br/>Christchurch 8154<br/>New Zealand</p> <p>Phone: 03 941 8999<br/>Email?</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<br/>Level 4</p>  |

|  |  |  |
|--|--|--|
|  |  | 73 Rostrevor Street<br>Hamilton, 3204<br><br>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
  - a. 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.
  - b. Where obligations bind more than one person, those obligations bind those persons jointly and separately.
2. What is being authorised?
  - c. The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
  - d. **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.**
  - e. 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.
  - f. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
  - g. The Authority Holder may publish authorised research results.
  - h. 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?
  - i. 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?
  - j. This Authority commences and ends on the dates set out in Schedule 1, Item 4.
5. What are the liabilities?
  - k. **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.**

- l. 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.**
- m. 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?**
- n. 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?
- o. The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
  - (b) the Authority Holder breaches any of the conditions of this Authority; or
  - (c) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
- a. 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?
- b. 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.
- c. **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?
- d. 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?
  - e. 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?
  - f. The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. The Authorised Activity and mitigation must be undertaken in accordance with the **Lizard Management Plan** titled “**Ōnuku Landfill Remediation Ecological Management Plan** dated January 2022 (hereafter referred to as ‘**Lizard Management Plan**’) and Letter titled “**Ōnuku Closed Landfill Lizard Management Relocation Site Survey Results**” dated 30 September 2022.
2. 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.

#### 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.
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.

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

5. 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 inform the Grantor within 24 hours.

#### Salvage and Relocation

6. Lizards must only be handled by Authorised Personnel.
7. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (I) are found within the footprint of the development or within a release site, the Authority Holder must immediately contact the Department of Conservation (DOC) Māhānui District Office Operations Manager, for further advice.

#### Capture and Handling

8. 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.
9. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
10. 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/>

11. 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.
12. 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.

#### Salvage Reporting

13. The Authority Holder must provide a salvage report including the following information to the Grantor and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within three months of the conclusion of the salvage:

- a. Effort, dates, times and weather conditions of salvage and relocation; and
- b. Number, age and sex of lizard species salvaged; and
- c. The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
- d. The methods used to create the lizard habitat, including photographs of key design features; and

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).

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



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97869-CAP

THIS AUTHORITY is made 27th day January of 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |  |   |
|----|--|---|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li><li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | s9(2)(a)  |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 27 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder’s</b><br>address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>   |

|    |   |  |
|----|---|--|
|    |   | Email: s9(2)(a)  |
| 5. | <b>Grantor's address</b><br>for notices | <b>The Grantor's address for all correspondence is:</b><br>National Transaction Centre<br>Level 1, John Wickliffe House<br>265 Princes Street<br>Dunedin 9016<br>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**

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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.



- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



**Registration Certificate: Authorisation to hold lizards in captivity**

Authorisation Number: 45599-CAP

Registration Number: [97874-CAP]

**THIS AUTHORITY** is made 27<sup>th</sup> January 2022

**PARTIES:**

**The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

**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.

## SCHEDULE 1

|    |   |   |
|----|---|---|
| 1. | <b>Authorised activity</b><br>(Schedule 2, clause 2)                    | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> "North Cape" (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> "Matapia Island" (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> "Southern North Island" (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> "Central Otago" (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> "Cromwell" (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> "Kaikouras" (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> "Marlborough Mini" (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> "Mount Arthur" (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> "Otago Southland" (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> "Southern Alps" (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> "Southern mini" (Southern mini gecko)</li> <li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li> </ul> |
| 2. | <b>The Location</b><br>(Schedule 2, clause 2)                           | s9(2)(a)  |
| 3. | <b>Term</b><br>(Schedule 2, clause 4)                                   | Commencing on and including 27 <sup>th</sup> January 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder's address for notices</b><br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>   |

|    |                                      |   |
|----|--------------------------------------|---|
|    |                                      | Phone: s9(2)(a)<br>[REDACTED]   |
| 5. | <b>Grantor's address for notices</b> | The Grantor's address for all correspondence is:<br>National Transaction Centre<br>Level 1, John Wickliffe House<br>265 Princes Street<br>Dunedin 9016<br>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about lizard tikanga ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.

#### 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 the Authorised Activity.
- 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 4. 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 4 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. Adhere to Best Practice Guidelines**

- 10.1 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)).

**11. Access to private property for inspection**

- 11.1 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.
- 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
- 11.3 The Grantor may recover costs of inspections from the Authority Holder.

**12. Obtaining, disposing of and transfer of lizards**

- 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.
- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.



- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 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):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 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)).

### **13. Husbandry standards**

- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

### **14. Record keeping**

- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

### **15. Surrender of existing Authority**

- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.



Released under the Official Information Act



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

Authorisation Number: 97881-CAP

**THIS AUTHORITY** is made this 8<sup>th</sup> day of April 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 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 Rebecca Rush  
Operations Manager, Tāmaki Makaurau District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name:   Laura Chartres  

Witness Occupation:   Supervisor  

Witness Address:   24 Wellesley Street, Auckland 1010  

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<br>(including the species, any approved quantities and collection methods).<br>(Schedule 2, clause 2) | a. Activity:<br><br>i. to obtain alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species preservation<br><br>ii. to have in possession the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species preservation |
| 2. | The Land<br>(Schedule 2, clause 2)  | s9(2)(a)<br><br><br>  |
| 3. | Personnel authorised to undertake the Authorised Activity<br>(Schedule 2, clause 3)                                       | s9(2)(a)  |
| 4. | Term<br>(Schedule 2, clause 4)  | Commencing on and including 6 April 2022 and ending on and including 5 April 2032   |
| 5. | <b>Authority Holder's</b> address for notices<br>(Schedule 2, clause 8)   | The Authority Holders address in New Zealand is:<br><br>s9(2)(a)<br><br><br>  |
| 6. | <b>Grantor's address</b> for notices  | <b>The Grantor's address for all correspondence is:</b><br><br>Permissions Team<br><br>Level 4<br><br>73 Rostrevor Street<br><br>Hamilton, 3204<br><br>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 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

#### Holding

1. The Authority Holder must undertake the authorised activities in accordance with the Wildlife Act Authority Application Form submitted by the Authority Holder to the Grantor on 27 January 2022 and any subsequent amendments approved by the Grantor.
2. This Authority gives the Authority Holder the right to obtain alive and have in possession wildlife in accordance with the terms and conditions of the Authority. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
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.

#### Adhere to Best Practice Guidelines

4. 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)).
5. Where holders deviate from best practice recommendations, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.

#### Husbandry standards

6. 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)).
7. 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.
8. Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
9. 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.
10. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
11. 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)).
12. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

#### Location

13. If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
14. The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
15. Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about tikanga associated with lizards ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).

#### Obtaining, disposing of and transfer of lizards

16. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.
17. The lizards and their progeny may not be released unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
18. The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
  - a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.

#### Insurance conditions:

19. 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.
20. The Authority Holder must ensure that NO mixing and interbreeding of the same species from different geographic populations (or species) occurs.
21. 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.
22. 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)).

#### Record keeping

23. The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.



24. The Authority Holder must complete an Annual Return in the format required by the Grantor and return them to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) by 31 October of each year.

Surrender and termination

25. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.
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 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

| Common name                 | Scientific name                   |
|-----------------------------|-----------------------------------|
| 1. Jewelled gecko           | <i>Naultinus gemmeus</i>          |
| 2. Malborough green gecko   | <i>Naultinus manukanus</i>        |
| 3. Nelson green gecko       | <i>Naultinus stellatus</i>        |
| 4. Green skink              | <i>Oligosoma chloronoton</i>      |
| 5. Speckled skink           | <i>Oligosoma infrapunctatum</i>   |
| 6. Ornate skink             | <i>Oligosoma ornatum</i>          |
| 7. Brown skink              | <i>Oligosoma zelandicum</i>       |
| 8. Duvaucels gecko          | <i>Hoplodactylus duvaucelii</i>   |
| 9. Spotted skink            | <i>Oligosoma lineocellatum</i>    |
| 10. Goldstripe gecko        | <i>Woodworthia chrysosiretica</i> |
| 11. Copper skink            | <i>Oligosoma aeneum</i>           |
| 12. Common skink            | <i>Oligosoma polychroma</i>       |
| 13. Shore skink             | <i>Oligosoma smithi</i>           |
| 14. Rough gecko             | <i>Naultinus rudis</i>            |
| 15. West Coast green gecko  | <i>Naultinus tuberculatus</i>     |
| 16. Moko skink              | <i>Oligosoma moco</i>             |
| 17. <b>Falla's skink</b>    | <i>Oligosoma fallai</i>           |
| 18. <b>McGregor's skink</b> | <i>Oligosoma macgregori</i>       |
| 19. Small-scaled skink      | <i>Oligosoma microlepis</i>       |
| 20. Robust Skink            | <i>Oligosoma Alani</i>            |
| 21. Chevron skink           | <i>Oligosoma homalonotum</i>      |



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

Authorisation Number: 97886-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of April 2022

### **PARTIES:**

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

**AND**

**Te Tai Tokerau Water 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 (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 Bronwyn Bauer-Hunt, Bay of Islands Operations manager 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).<br/>(Schedule 2, clause 2)</p> | <p>a. Activity - to catch alive, kill, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage purposes.</p> <p>b. Species<br/>i. Kauri Snail (<i>Paryphanta busbyi</i>)</p> <p>c. Quantity - As required (Habitat compensation provisions subject to associated Snail Management Plan)</p> <p>d. Method –<br/>i. Methods described in the associated Snail management Plan provided to the Department 27 January 2022<br/>ii. Kill as required subject to Schedule 3</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>Private Land: [REDACTED] s9(2)(a)</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <p>- [REDACTED] s9(2)(a)<br/>[REDACTED]<br/>All other suitably qualified staff under the direct supervision of the above listed personnel</p>  |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 10 April 2022 and ending on and including 9 April 2027</p>  |
| 5. | <p><b>Authority Holder's</b><br/>address for notices<br/>(Schedule 2, clause 8)</p>  | <p>The Authority Holders address in New Zealand is:<br/>6 Woods Road<br/>Whangarei 0110<br/>New Zealand<br/>Phone: 0800 669 352<br/>Email: <a href="#">[REDACTED]</a> s9(2)(a)</p>   |
| 6. | <p><b>Grantor's address</b><br/>for notices</p>  | <p><b>The Grantor's address for all correspondence is:</b><br/>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204<br/>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

#### Adhere to approved application

1. The Authorised activity is to be carried out at 5435 State Highway 12 Kaikohe
2. The Authorised Activity must be undertaken in accordance with the application form titled **"Wildlife Act Authority (General) Application form 9"** which is signed and dated 20 December 2021
3. The Authority Holder must undertake the authorised activity in accordance with the Snail Management Plan titled '*Matawii Water Storage Reservoir Snail Management Plan*' received by the Department 27 January 2022
4. 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.

#### Mitigation Conditions

5. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1.1.b using methods described in the applicable Snail Management Plan titled '*Matawii Water Storage Reservoir Snail Management Plan*'
6. The Authority Holder must perform actions as set out in the Snail Management Plan to ensure adequate mitigation of effects has been achieved.

#### Killing Wildlife

7. 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.

#### Ownership of absolutely protected wildlife

8. 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 progeny of the wildlife, genetic material and any replicated genetic material.
9. 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.

#### Snail capture and handling

10. Snails must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.



11. Snail capture, handling and relocation should be undertaken at a suitable time of year, 1 September and 30 April (inclusive), when snails are more active and visible and therefore more likely to be detected during salvaging operations.
12. Capture and handling of Snails must involve only involve techniques that minimise the risk of infection or injury to the animal.

#### Euthanasia

13. If any Snails are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1(3) to get advice on management of the Snails. The Authority Holder is authorised to euthanise injured Snail(s) on recommendation of the Authorised Personnel listed under Schedule 1(3)

#### Snail Salvage Reporting

14. A report is to be submitted in writing to [Permissionshamilton@doc.govt.nz](mailto:Permissionshamilton@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Snail Management Plan. Each report must include:
  - a. the permission number; and
  - b. the species and number of any animals collected and released; and
  - c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
  - d. results of all surveys, monitoring or research; and
  - e. description of how the Snail 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.

#### Termination

15. A new clause is added to Schedule 2 clause 7.1 as follows:  
“(c) or for any other reason the Grantor believes the Authority should be terminated”



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

Authorisation Number: 97887-CAP

**THIS AUTHORITY** is made this                      day of                      2022

### **PARTIES:**

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

**AND**

**Papillion Group 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 41 (1) (g), 53, and 56 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 Dave Smith, Operations Manager Aotea acting under delegated authority

in the presence of:

Witness Signature:

s9(2)(a)

Witness Name: Troiden West

Witness Occupation: Community Ranger

Witness Address: 24 Wellesley Street West, Auckland CBD, Auckland 1010

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).<br/>(Schedule 2, clause 2)</p> | <p>a) Activity- to obtain and transfer North Island brown kiwi (<i>Apertyx mantelli</i>) for the purposes of species management, breeding, education and advocacy.</p> <p>b) Quantity – up to 6 (6) individuals</p> <p>c) Method – receive by way of transfer from approved captive facilities and as directed by the <b>Grantor's</b> approved Captive Coordinator</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>Butterfly Creek<br/>10 Tom Pearce Drive<br/>Auckland Airport<br/>AUCKLAND 2022</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <ul style="list-style-type: none"> <li>• s9(2)(a)</li> <li>• s9(2)(a)</li> <li>• Any suitably qualified person under the direction of the above</li> </ul>  |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 10 May 2022 and ending on and including 9 May 2027</p>   |
| 5. | <p><b>Authority Holder's</b> address for notices<br/>(Schedule 2, clause 8)</p>  | <p>The Authority Holders address in New Zealand is:<br/>10 Tom Pearce Drive<br/>Auckland Airport<br/>Auckland 2150<br/>New Zealand</p> <p>Phone: s9(2)(a)</p>   |
| 6. | <p><b>Grantor's address</b> for notices</p>  | <p><b>The Grantor's address for all correspondence is:</b><br/>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>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. Captive Holding

- 1.1 The Authority Holder consents to any officer of the Grantor inspecting the kiwi 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.
- 1.2 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. Captive Holding of Wildlife for Advocacy Purposes

- 2.1 The kiwi and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
- 2.2 The Authority Holder can only transfer or receive kiwi, their progeny, or their eggs to or from another Authority Holder if:
  - a. The other person holds an Authority to keep the kiwi in captivity; and,
  - b. The transfer is directed by the DOC approved Captive Co-ordinator for kiwi; or
  - c. The transfer is to or from a DOC facility
- 2.3 No manipulation or handling of the kiwi other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Coordinator and written permission of the Grantor.
- 2.4 If the kiwi is held on public display, the Authority Holder must have a Programme Outline and Advocacy Plan for kiwi approved by the Grantor.
- 2.5 The Authority Holder must adhere to the current Grantor-approved captive management programme, programme outline, husbandry manual and advocacy plan for kiwi and undertake the breeding, transfer and/or release according to the recommendations of the DOC-approved Captive Co-ordinator of kiwi.
- 2.6 The kiwi must not be housed with any other species, except with the written permission of the Grantor.
- 2.7 The Authority Holder must maintain and keep for 10 years annual records detailed:
  - a. The number of individuals of kiwi 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 may require from time to time.
- 2.8 The Authority Holder must forward to the Captive Co-ordinator by 30 June in each year a copy of these annual records in the annual report format as provided by the Grantor on approval of this Authorisation.



- 2.9 The Authority Holder must notify the Grantor prior to relocating the kiwi to a new location and apply for an Authority to keep the protected species at that new location.
- 2.10 The Authority Holder must notify the Captive Co-ordinator of the transfer of the kiwi within seven (7) days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.
- 2.11 The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor of the death, escape or disappearance of any kiwi held under this Authority, with full details of the situation, origin, history in captivity, and date of death/escape/disappearance.
- 2.12 The Authority Holder is responsible for transferring any unwanted kiwi to another person. Transfer is only permitted where:
  - a. The other person holds and Authority to keep kiwi in captivity;
  - b. The transfer is directed by the DOC approved Captive Co-ordinator for kiwi; and/or
  - c. The transfer is to a DOC facility.

### 3. Captive Holding of Kiwi

- 3.1 The Authority Holder must ensure that all persons responsible for kiwi at any time have significant and appropriate animal experience, or have completed a formal training programme, such as the National Certificate in Captive Wild Animals, or its equivalent, as per the Animal Welfare (Zoos) Code of Welfare 2005, and have been assessed and authorised as being competent in handling the wildlife and carrying out animal husbandry by a Department of Conservation representative.
- 3.2 All aspects of captive husbandry (including housing, security, furnishings and vegetation, lighting, health care, environmental hygiene and cleaning, behavioural needs, feeding standards, breeding requirements, transfers and record-keeping) must meet the minimum standards outlined in the latest, up-to-date, **'Brown Kiwi'** (*Apteryx mantelli*) husbandry manual which can be found at [https://www.kiwisforkiwi.org/wp-content/uploads/2012/09/Brown\\_Kiwi\\_Husbandry\\_Manual.pdf](https://www.kiwisforkiwi.org/wp-content/uploads/2012/09/Brown_Kiwi_Husbandry_Manual.pdf).
- 3.3 All dead kiwi must undergo necropsy. Should any kiwi die, the Auckland DOC office must be notified immediately ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) or 09-307-9279), and they will inform the Authority Holder of where to send the body for necropsy, with full details of the history of the bird. The Authority Holder must inform the Kiwi Captive Management Co-ordinator of a kiwi death within 24 hours of the Authority Holder discovering the death and provide the Captive Management Co-ordinator with a copy of the final necropsy report.

### 4. Euthanasia

- 4.1 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.

**5. Wildlife Health Management**

- 5.1 The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure.
- 5.2 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.
- 5.3 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 and ensuring appropriate quarantine procedures as directed by the 'Brown Kiwi (*Apteryx mantelli*) Husbandry Manual'**.
- 5.4 The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality.

**6. Records**

- 6.1 All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.

**7. Termination**

- 7.1 A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
**"the terms of conditional issue under Schedule 3.1 clauses 1.1.1 – 1.1.6 are not fulfilled".**
- 7.2 A new clause 7.1 (d) is added to Schedule 2, 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: 97894-FAU

**THIS AUTHORITY** is made this 25 day of October 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**

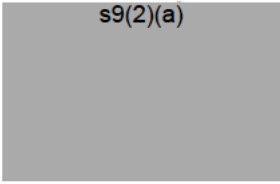
In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 41 (Minister's General powers) / 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

Tryphena Cracknell  
Operations Manager

SIGNED on behalf of the Grantor by Tryphena Cracknell, Operations Manager,  
acting under delegated authority  
in the presence of:

s9(2)(a)



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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. | <p>Authorised activity (including the species, any approved quantities and collection methods).<br/>(Schedule 2, clause 2)</p> | <p>To temporarily retain injured absolutely and partially protected birds in captivity at the below address for the purpose of rehabilitation, transfer and release as set out in Schedule 4.</p>   |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>s9(2)(a)</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <p>s9(2)(a)</p>   |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 13 October 2022 and ending on and including 12 October 2030</p>  |
| 5. | <p><b>Authority Holder's</b><br/>address for notices<br/>(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><br/>for notices</p>  | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204<br/>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.

#### 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 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**.

#### 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 at the Napier District Office 06 834 3111 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 bird species.

#### Euthanasia

3. The Authority Holder shall not euthanize any wildlife unless the Authority Holder:
  - Consults with the Captive Management Co-ordinator (as applicable) and obtains the consent of the Grantor; or
  - Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable).

#### Captive holding for rehabilitation

4. The Authority Holder must notify the Grantor immediately on receipt of a protected species.
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. All wildlife must be released where it was found or as directed by the Grantor.

7. Authority holders must comply with the requirements of the Captive Health Care Workbook 2004 in Schedule 4.
8. Protected species held under this Authority must not be displayed.
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 his/her prior written approval to meet such costs.
10. 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 and using the template in Schedule 5.
11. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
12. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.

#### Transportation of any Wildlife

13. 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/>).

#### Revocation clauses

14. The Grantor may at any time revoke 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.
15. Upon receipt of written notice of revocation of this Authority the holder must immediately surrender to the Grantor the protected species held under this Authority; and for this purpose the holder authorises the Grantor by his agents to enter onto the property of the holder to uplift the protected species if the holder fails, neglects or otherwise refuses to surrender it. The cost of this will be recovered from the Authority Holder.

#### Variations

16. 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.

#### Additional Conditions

17. The permit holder must take all practical steps to prevent cats from getting into **the area where native wildlife is held. This may include the use of 'cat proof fence'** and/or catching cats in live-cage traps and spray them with water using water pistol before releasing them etc.

18. When teaching young waterfowl to swim in a paddle pool, they must be actively supervised or kept in cat-safe area such as inside a fenced aviary or locked shed where cats cannot enter
19. The permit holder must provide a plan (either written or verbally) on how to prevent cat-related incidents on wildlife they look after.
20. The provided report template to be filled and submitted to [Napier@doc.govt.nz](mailto:Napier@doc.govt.nz) by 30 June annually. The link to template <https://doccm.doc.govt.nz/cwxv4/wcc/faces/wccdoc?dDocName=DOC-7177082>

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## SCHEDULE 4

| First Priority<br>Common name   | Scientific name                            |
|---|--|
| Grey duck   | <i>Anas superciliosa superciliosa</i>      |
| New Zealand fairy tern  | <i>Sternula nereis davisae</i>             |
| Bittern   | <i>Botaurus poiciloptilus</i>              |
| Banded dotterel   | <i>Charadrius bicinctus bicinctus</i>      |
| Northern New Zealand dotterel   | <i>Charadrius obscurus aquilonius</i>      |
| Reef heron  | <i>Egretta sacra sacra</i>                 |
| Caspian tern  | <i>Hydroprogne caspia</i>                  |
| Red-billed gull   | <i>Larus novaehollandiae scopulinus</i>    |
| North Island kaka   | <i>Nestor meridionalis septentrionalis</i> |
| New Zealand dabchick  | <i>Poliocephalus rufopectus</i>            |
|   | <i>Anthus novaeseelandiae</i>              |
| New Zealand pipit   | <i>novaezeelandiae</i>                     |
|   |  |
| Northern blue penguin   | <i>Eudyptula minor iredalei</i>            |
| New Zealand pied oystercatcher  | <i>Haematopus finschi</i>                  |
|   | <i>Himantopus himantopus</i>               |
| Pied stilt  | <i>leucocephalus</i>                       |
| White-fronted tern  | <i>Sterna striata striata</i>              |
| Brown teal  | <i>Anas chlorotis "North Island"</i>       |
| Variable oystercatcher  | <i>Haematopus unicolor</i>                 |
|   | <i>Cyanoramphus novaezeelandiae</i>        |
| Red-crowned parakeet  | <i>novaezeelandiae</i>                     |
|   |  |
| Marsh crake   | <i>Porzana pusilla affinis</i>             |
| Spotless crake  | <i>Porzana tabuensis plumbea</i>           |
| Brown skua  | <i>Catharacta antarctica lonnbergi</i>     |
| Long-tailed cuckoo  | <i>Eudynamys taitensis</i>                 |
| Banded rail   | <i>Gallirallus philippensis assimilis</i>  |
| Royal spoonbill   | <i>Platalea regia</i>                      |
| Grey teal   | <i>Anas gracilis</i>                       |
| Bellbird  | <i>Anthornis melanura melanura</i>         |
|   | <i>Ninox novaeseelandiae</i>               |
| Morepork  | <i>novaezeelandiae</i>                     |
| New Zealand pigeon, kereru  | <i>Hemiphaga novaeseelandiae</i>           |
| Sea birds – Albatross, Petrels, Mollymawks, Shearwaters, Prions, Fulmar | <i>Hemiphaga novaeseelandiae</i>           |
| Second Priority<br>Common name  | Scientific name                            |
| New Zealand shoveler  | <i>Anas rhynchos variegata</i>             |
| White-faced heron   | <i>Ardea novaehollandiae</i>               |
| New Zealand scaup   | <i>Aythya novaeseelandiae</i>              |
| Shining cuckoo  | <i>Chrysococcyx lucidus lucidus</i>        |
| Swamp harrier   | <i>Circus approximans</i>                  |
| Yellow-crowned parakeet   | <i>Cyanoramphus auriceps</i>               |
| Grey warbler  | <i>Gerygone igata</i>                      |

Welcome swallow  
Australasian gannet  
North Island fantail  
Spotted shag  
Blue shag  
Silvereye  
Australasian little grebe  
Crimson rosella  
Eastern rosella

Tui

Black swan  
Pukeko  
Common pheasant  
Migratory wading birds eg godwit, knot, turnstone etc

*Hirundo tahitica neoxena*  
*Morus serrator*  
*Rhipidura fuliginosa placabilis*  
*Stictocarbo punctatus punctatus*  
*Stictocarbo punctatus steadi*  
*Zosterops lateralis lateralis*  
*Tachybaptus novaehollandiae*  
*Platycercus elegans*  
*Platycercus eximius*  
*Prothemadera novaeseelandiae*  
*novaeseelandiae*

*Cygnus atratus*  
*Porphyrio melanotus*  
*Phasianus colchicus*

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

Authorisation Number: 97897-FAU

**THIS AUTHORITY** is made this 15 day of August 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 of the Wildlife Act 1953, Section 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

Tryphena Cracknell  
Operations Manager

SIGNED on behalf of the Grantor by Tryphena Cracknell, Operations Manager Hawkes Bay, acting under delegated authority  
in the presence of:

s9(2)(a)

Jennifer Reston, Ranger  
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. | <p>Authorised activity (including the species, any approved quantities and collection methods).<br/>(Schedule 2, clause 2)</p> | <p>a) Activity – To obtain and release captive reared gamebirds for recreational shooting purposes</p> <p>b) Species:</p> <ul style="list-style-type: none"> <li>a. Ring necked pheasant (<i>Pheasianus colchius</i>)</li> <li>b. Mallard duck (<i>Anas platyrhynchos</i>)</li> </ul> <p>c) Quantity:</p> <ul style="list-style-type: none"> <li>a. release of up to 100 Pheasants per year for 5 years</li> <li>b. release of up to 100 Mallard Ducks per year for 5 years</li> </ul> <p>Method – to obtain and release listed gamebirds from an existing holder who is authorised to transfer gamebirds.<br/>(New Zealand Game Birds Ltd)</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>s9(2)(a)</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <p>a) s9(2)(a)</p> <p>d) Any other suitably experienced or trained individual under the direct supervision of the individuals listed above.</p>   |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 15 August 2022 and ending on and including 14 August 2027</p>  |
| 5. | <p><b>Authority Holder's</b><br/>address for notices<br/>(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 address</b><br/>for notices</p>  | <p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>Hamilton, 3204</p>   |



|  |  |   |
|--|--|---|
|  |  | 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 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 only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2).
4. All birds shall be released with unclipped wings.
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 least within one week.
6. All birds shall 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 shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the NZ Game Birds Ltd. The report shall be sent electronically to the NZ Game Birds Ltd at [info@nzgamebirds.co.nz](mailto:info@nzgamebirds.co.nz) & to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 97897-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of this authority and must provide the following:
  - a. The number of birds obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
13. 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 NZ Game birds Ltd located at 12 Lower Flag Range Road, RD9, Hastings 4179.

14. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(13) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
15. 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. This includes ensuring they have protection from the sun and wet weather.

### Banding

16. All birds must be banded, Banding of captive-reared gamebirds released into the wild must be according to these conditions:
  - a. 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**.
  - b. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
  - c. 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.
  - d. 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.
  - e. If a band is taken off a bird for any reason, it must NOT be used on another bird.
  - f. 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/>)
  - g. 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/nznbbs-data-spreadsheet.xlsx>)
  - h. 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.



# Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 97901-FAU

**THIS AUTHORITY** is made this 20 day of June 2022

## **PARTIES:**

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

**AND**

**Motuora Restoration Society 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 Section 53 (taking or killing of wildlife for certain purposes) and clause 38 of the Wildlife Regulations 1955 ; and

**PERMITS** the Authority Holder pursuant to 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 Emma Kearney, Operations Manager Inner Auckland

Islands acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Katrina Douglas-Withers, Permissions Advisor 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. | <p>Authorised activity (including the species, any approved quantities and collection methods)<br/>(Schedule 2, clause 2)</p> | <p>a) Activity – to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of surveying and monitoring</p> <p>b) Species – As specified in Schedule 3, special condition 1.</p> <p>c) Quantity – As required</p> <p>d) Method –</p> <p>i. All lizards will be caught and marked using techniques described in the Herpetofauna inventory and monitoring toolbox</p> <p>ii. In accordance with Schedule 3</p> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>  | <p>Public Conservation Land: Motuora Island Recreation Reserve as seen in Schedule 4</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                   | <p>s9(2)(a)</p> <p>Additional experienced team members supervised by members the above personnel.</p>  |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>  | <p>Commencing on and including 20 June 2022 and ending on and including 19 June 2027</p>   |
| 5. | <p><b>Authority Holder's</b><br/>address for notices<br/>(Schedule 2, clause 8)</p>   | <p>The Authority Holder's address in New Zealand is:</p> <p>Motuora<br/>Hauraki Gulf 0745<br/>New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>  |
| 6. | <p><b>Grantor's address</b><br/>for notices</p>   | <p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Team<br/>Level 4<br/>73 Rostrevor Street<br/>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. Species authorised under this authority are listed in the table below:

| Common name      | Scientific name                 | NZ Threat Classification |
|------------------|---------------------------------|--------------------------|
| Duvaucel's Gecko | <i>Hoplodactylus duvaucelii</i> | Relict                   |
| Pacific gecko    | <i>Dactylocnemis pacificus</i>  | Relict                   |
| Shore skinks     | <i>Oligosoma smithi</i>         | Naturally uncommon       |
| Moko Skink       | <i>Oligosoma moco</i>           | Relict                   |
| Raukawa          | <i>Woodworthia maculata</i>     | Not Threatened           |
| Copper Skink     | <i>Oligosoma aeneum</i>         | Declining                |

### Ownership of absolutely protected wildlife

2. 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.
3. 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.

### Lizard capture and handling

4. Lizard capture, handling and relocation should be undertaken at a suitable time of year [September-May] when lizards are active.
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 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.

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 is authorised to undertake non-invasive surveys of lizards. This is specifically weighing animals using digital or Pesola scales and measuring using small plastic rulers. Marking may be undertaken on lizards using a xylene free marker, marking a small dot applied to ventral side of animal.
10. 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.
11. 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.
12. If any threatened lizard species are found, the Authority Holder must advise the Grantor within one working day and seek further advice.
13. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor within 5 working days; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
  - b. follow the Grantors instructions on where to send the body, along with details of the animal's history; and
  - c. pay for any costs incurred in investigation of the death of any lizard; and
  - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

14. If any lizards or frogs are found injured as part of the Authorised Activity, the Authority Holder shall contact the Grantor or a veterinarian to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) or frog(s) on recommendation of the Grantor or a veterinarian.

#### Reporting

15. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the Lizard TAG (and/or to **‘Terrestrial Science Unit’** if requested), and to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 97901-FAU. This report shall be submitted by the 1<sup>st</sup> April annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.
16. 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 97901-FAU, 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.
17. 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) within 1 month of sighting or capture.

#### Cultural

18. The Grantor shall require the Authority Holder to make all reasonable endeavours to **attend a Ngāti Manuhiri cultural induction if any** herpetofauna are surveyed within the rohe of Ngāti Manuhiri (<http://www.tkm.govt.nz/iwi/ngatimanuhiri/>). This can be arranged by contacting [info@ngatimanuhiri.iwi.nz](mailto:info@ngatimanuhiri.iwi.nz).
19. The Authority Holder must handle any herpetofauna in a culturally appropriate manner.

#### Island biosecurity

20. The Authority Holder must comply with the Department of Conservation’s **‘Pest free Island Guidelines for Contractors’** (attached as Appendix A) regarding biosecurity measures, including checking footwear, clothing and gear for pests before departure from the mainland
21. Additionally, anyone handling wildlife must clean their gear to pathogen standard before arrival on island and adhere to the Department’s **biosecurity advice for handling fauna** (attached as Appendix B). Pathogen standard requires that clothes and weigh-bags are washed in sterigene detergent and that non-washable gear (e.g. scales, cameras) is wiped down with alcohol wipes.

22. Transfer boxes must also be free of dirt, vegetation and seeds. Any vegetation brought to the island must be contained and removed from the island afterwards.
23. Any commercial vessels to be taken to the island must have previously been inspected by the Biosecurity Ranger or hold a Pest Free Warrant.
24. The Authority Holder must travel to Motuora Island on a vessel which holds a valid wharf landing permit or wharf licence if using the wharf.
25. The Authority Holder shall notify the relevant island ranger (motuoraisland@doc.govt.nz; 027 405 3352) at least one week prior to the Activity taking place, and shall comply with any directions of the ranger.

#### Kauri Dieback disease biosecurity

26. 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

27. 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.



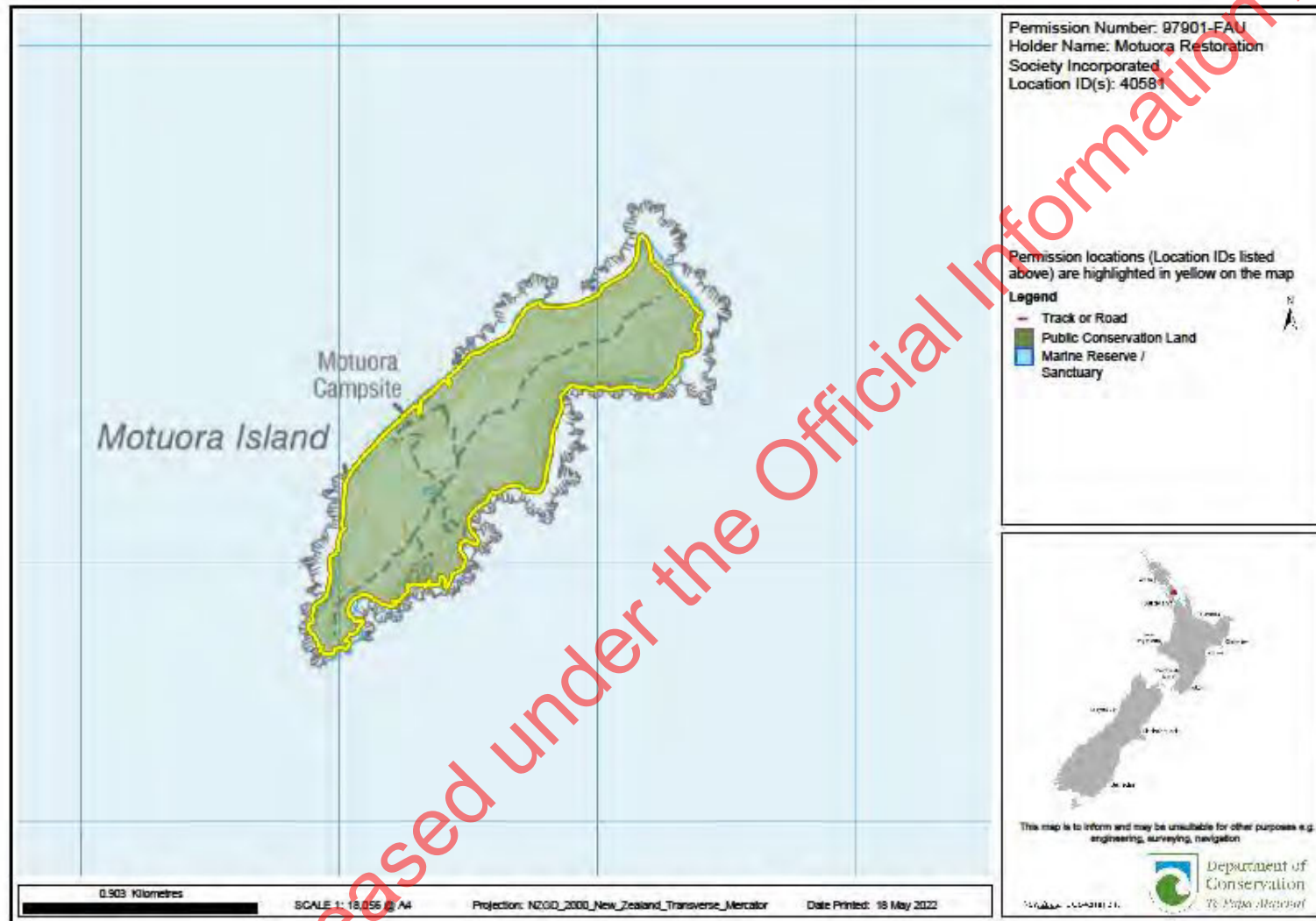
- ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
- iii. Do not touch or try to collect samples as this may increase the spread of the disease.
- e. If the Authority Holder or members of their team believe 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.

#### Accidental Discovery Protocol

28. In the event that an archaeological site is found during ground disturbance for the installation of pitfall traps, the authorised person(s) undertaking the work must immediately follow the Department's Accidental Discovery Protocol, attached as Appendix C.



## SCHEDULE 4





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

Authorisation Number: 97923-CAP

**THIS AUTHORITY** is made this 22<sup>nd</sup> day of August 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 (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 Rebecca Rush, Operations Manager Tamaki 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. Obtain absolutely protected wildlife</li> <li>ii. Hold in captivity (less than 3 months) absolutely protected wildlife</li> <li>iii. Transfer absolutely protected wildlife</li> <li>iv. Liberate absolutely protected wildlife</li> </ul> <p>b. Species</p> <ul style="list-style-type: none"> <li>i. <b>Kererū</b> <i>Hemiphaga novaeseelandiae</i> (New Zealand Pigeon)</li> <li>ii. Ruru <i>Ninox novaeseelandiae</i> (Morepork)</li> <li>iii. Tui <i>Prothemadera novaeseelandiae</i></li> <li>iv. <b>Kōtare</b> <i>Todiramphus sanctus</i> (Sacred Kingfisher)</li> <li>v. <b>Piwakawaka</b> <i>Rhipidura fuliginosa</i> (Fantail)</li> <li>vi. <b>Pipīwharau</b> <i>Chrysococcyx lucidus</i> (Shining Cuckoo)</li> </ul> <p>c. Quantity</p> <ul style="list-style-type: none"> <li>i. <b>4 Kererū per aviary</b></li> <li>ii. <b>3 Ruru per aviary</b></li> <li>iii. <b>4 Tui per aviary</b></li> <li>iv. <b>2 Kōtare per aviary</b></li> <li>v. <b>3 Piwakawaka per aviary</b></li> <li>vi. <b>3 Pipīwharau per aviary</b></li> </ul> <p>d. Methods</p> <ul style="list-style-type: none"> <li>i. Obtain from various local wildlife rehabilitators, veterinary facilities and animal sanctuaries</li> <li>ii. Transfer to and from other local wildlife rehabilitators, veterinary facilities and animal sanctuaries</li> <li>iii. Liberate as appropriate</li> </ul> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>   | <p>a. s9(2)(a)</p>  |
| 3. | <p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>                                    | <p>b. s9(2)(a)</p>  |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Commencing on and including 23<sup>rd</sup> August 2022 and ending on and including 22<sup>nd</sup> August 2032</p>  |

|    |  |   |
|----|--|---|
| 5. | <b>Authority Holder's</b><br>address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <p>[REDACTED] s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Phone: [REDACTED] s9(2)(a)</p> <p>Email: [REDACTED] s9(2)(a)</p>  |
| 6. | <b>Grantor's address</b><br>for notices                                    | <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> |

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

#### Rehabilitation Conditions

1. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
2. 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.
3. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
4. Wildlife held for rehabilitation shall not be displayed to the public.
5. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor (Operations Manager Tamaki Makaurau) has given his/her prior written approval to meet such costs.
6. Authority holders 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) and [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)
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 transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and [auckland@doc.govt.nz](mailto:auckland@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.

#### Media

10. 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.  
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

11. 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

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

For acceptable methods of avian euthanasia view the policy document developed by the New Zealand Veterinary Association.

## General Conditions

12. If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.
13. Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live birds, dead birds, any parts of such birds, and any eggs or progeny.
14. 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.

## Termination

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".**



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

Authorisation Number: 97927-FAU

**THIS AUTHORITY** is made this 24th day of August 2022

## **PARTIES:**

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

**AND**

**Wingspan Bird of Prey 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 Sections 41 and 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 Dave Lumley, Operations Manager Turangi, acting under delegated authority  
in the presence of:

s9(2)(a)

Daniella Bidois Business Support Officer  
Turangi Dept. Conservation

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>i. Obtain alive and have in possession absolutely protected wildlife for the purpose of species management, and</li> <li>ii. Liberate the absolutely protected wildlife for the purpose of species management, and</li> <li>iii. Mark the absolutely protected wildlife using metal and coloured bands for the purpose of distinguishing any wildlife, and</li> <li>iv. Collect moulted feathers and prey remains from the absolutely protected wildlife.</li> </ul> <p>Species</p> <ul style="list-style-type: none"> <li>- New Zealand falcon, <i>Falco novaeseelandiae</i></li> </ul> <p>Methods</p> <ul style="list-style-type: none"> <li>- As described in the Translocation Proposal submitted on 26 April 2022 and subject to the conditions in this Authority (Schedules 2 and 3)</li> <li>- Banding will be carried out by a designated Level 3 Bander.</li> </ul> <p>Quantity</p> <ul style="list-style-type: none"> <li>- A maximum of 10 birds (2-5 birds per hack box) translocated per year.</li> </ul> |
| 2. | <p>The Land (Schedule 2, clause 2)</p>   | <p>Source site</p> <ul style="list-style-type: none"> <li>- Wingspan Birds of Prey Trust facilities including Timberlands, Kaingaroa, Whakarewawera, Rotoehu, Rotoiti, Tarawera, Rotorua.</li> </ul> <p>Release site</p> <ul style="list-style-type: none"> <li>- Tauhara Farmland 4A2A TM15 (approximately -38.7038, 176.1407)</li> </ul>  |
| 3. | <p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>                                    | <ul style="list-style-type: none"> <li>- s9(2)(a)</li> <li>- </li> <li>- </li> <li>- </li> <li>- </li> </ul>  |
| 4. | <p>Term (Schedule 2, clause 4)</p>   | <p>Five years, commencing on and including 29 August 2022 and ending on and including 28 August 2027</p>  |
| 5. | <p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>  | <p>1334 Paradise Valley Road<br/>RD 2<br/>Rotorua 3040</p> <p>Email: <a href="mailto:wingspan.nz@gmail.com">wingspan.nz@gmail.com</a></p>   |
| 6. | <p><b>Grantor's address</b> for notices</p>  | <p>Permissions Team<br/>73 Rostrevor Street<br/>Hamilton, 3204<br/>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

#### 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 submitted to the Department on 26 April 2022. 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 one 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 falcons authorised by this Authority. This report must be electronically forwarded to the Grantor at [turangi@doc.govt.nz](mailto:turangi@doc.govt.nz), [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97927-FAU.
6. For the duration of this Authority, the Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any falcons authorised by this Authority. This report must be electronically forwarded to the Grantor at [turangi@doc.govt.nz](mailto:turangi@doc.govt.nz), [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97927-FAU. This report must be submitted by 30 June annually.
7. Upon expiry of the authorisation to translocate falcons 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 [turangi@doc.govt.nz](mailto:turangi@doc.govt.nz), [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 97927-FAU.



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

#### Translocation best practice

9. The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the **Wingspan Birds of Prey Trust “Hack-releasing New Zealand falcons: A best-practice management guide”**.
10. If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.

#### Conditions for multiple translocations over time

11. 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.

#### Banding

12. All birds are to be banded prior to their release.
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, New Zealand 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 (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.
16. 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.
17. If a band is taken off a bird for any reason, it must NOT be used on another bird.
18. The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds 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/>)
19. 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>)

20. A designated Level 3 operator, 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 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. All operators capturing or marking birds must be registered with the NZNBBS.
21. 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.

#### General conditions

22. Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live falcons, dead falcons, any parts of such falcons, and any eggs or progeny.
23. 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.
24. 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.
25. In all other cases, the Authority holder must not euthanise wildlife unless:
  - a. The Authority Holder consults with the local District Office and obtains authority from the Grantor; and
  - b. A veterinarian recommends euthanasia on animal welfare grounds; or
  - c. The Authority Holder euthanises wildlife under direction of the Grantor.
26. If any falcons should die during the translocation, the Authority Holder must:
  - a. Inform the Grantor within 72 hours; and
  - 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 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.

#### Collection and holding of feathers

27. Collection of moulted feathers, pellets, and prey remains is permitted for the purpose of determining age/development and diet.

28. Samples must not be donated, sold or transferred to any third party. Any future research using these samples will require a separate permit and consultation on that use.
29. All samples must be catalogued and records kept of details of samples held, including collection site, date, bird ID. These records must be made available for inspection at reasonable times by officers of the Grantor.

#### Wildlife health management

30. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including carrying out a careful physical examination prior to transfer.
31. The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality.

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97951-CAP

THIS AUTHORITY is made 15th day February of 2022

### PARTIES:

The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### 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.

## SCHEDULE 1

|    |  |  |
|----|--|--|
| 1. | Authorised activity<br>(Schedule 2, clause 2)                              | <p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li><li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul> |
| 2. | The Location<br>(Schedule 2, clause 2)                                     | s9(2)(a)   |
| 3. | Term<br>(Schedule 2, clause 4)   | Commencing on and including 15 February 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder’s</b><br>address for notices<br>(Schedule 2, clause 8) | <p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>  |

|    |   |  |
|----|---|--|
|    |   | Email: s9(2)(a)  |
| 5. | <b>Grantor's address</b><br>for notices | <p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.**

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 the Authorised Activity.
  - 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 4. 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 4 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. Adhere to Best Practice Guidelines
  - 10.1 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)).
11. Access to private property for inspection
  - 11.1 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.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.



- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 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.
- 12.5 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)).
13. Husbandry standards
- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



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

Authorisation Number: 97954-CAP

**THIS AUTHORITY** is made this 10<sup>th</sup> day of June 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 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 Kathy Houkamau, Mahaanui Operations Manager acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature, Monica Bean Community Ranger Mahaanui

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>To possess or otherwise obtain the following lizard species for the purpose of maintaining a captive bred population:</p> <ol style="list-style-type: none"> <li>1. Jewelled Gecko <i>Naultinus Diplodactylidae</i></li> <li>2. Goldstripe Gecko <i>Woodworthia chrysosiretica</i></li> </ol> <p>B. Methodology:</p> <ol style="list-style-type: none"> <li>1. By hand</li> </ol> <p>C. Quantity:</p> <ol style="list-style-type: none"> <li>1. As required.</li> </ol> |
| 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 1 June 2022 and ending on and including 31 May 2032</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>NB: Use street address</p> <p>s9(2)(a)</p> <p>Email: s9(2)(a)</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 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

#### Holding

1. The Authority Holder must undertake the authorised activities in accordance with the Wildlife Act Authority Application Form submitted by the Authority Holder to the Grantor on 13 February 2022 and any subsequent amendments approved by the Grantor.
2. 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.
3. 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 to Best Practice Guidelines

4. 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)).
5. Where holders deviate from best practice recommendations, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.

#### Husbandry Standards

6. 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)).
7. 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.
8. Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
9. 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.
10. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
11. 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)).



12. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

#### Location

13. If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
14. The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
15. Prior to undertaking any public display, the Authority Holder must advise the organiser **or host to inform themselves about tikanga associated with lizards:** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).

#### Obtaining, disposing of and transfer of lizards

16. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.
17. The lizards and their progeny may not be released unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
18. The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
  - a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
19. 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.
20. The Authority Holder must ensure that NO mixing and interbreeding of the same species from different geographic populations (or species) occurs.
21. 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.**
22. 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)).

#### Record Keeping

23. The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.

24. The Authority Holder must complete an Annual Return in the format required by the Grantor and return them to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and the New Zealand Herpetological Society by 31 October of each year.

Surrender and termination

25. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.
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 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



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 97963-CAP

**THIS AUTHORITY** is made day 16 February of 2022

### **PARTIES:**

**The Director-General 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 Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### **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.

## SCHEDULE 1

|    |   |  |
|----|---|--|
| 1. | <b>Authorised activity</b><br>(Schedule 2, clause 2)                    | To hold, breed, transfer and dispose of the following absolutely protected wildlife:<br><br>a. <i>Naultinus grayii</i> (Northland green gecko)<br><br>b. <i>Naultinus elegans</i> (Elegant gecko)<br><br>c. <i>Naultinus punctatus</i> (Barking gecko)<br><br>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)<br><br>e. <i>Dactylocnemis</i> "North Cape" (North Cape Pacific gecko)<br><br>f. <i>Dactylocnemis</i> "Matapia Island" (Matapia gecko)<br><br>g. <i>Mokopirirakau granulatus</i> (Forest gecko)<br><br>h. <i>Mokopirirakau</i> "Southern North Island" (Southern North Island forest gecko)<br><br>i. <i>Woodworthia maculata</i> (common gecko)<br><br>j. <i>Woodworthia</i> "Central Otago" (Central Otago gecko)<br><br>k. <i>Woodworthia</i> "Cromwell" (Cromwell Gecko)<br><br>l. <i>Woodworthia</i> "Kaikouras" (Kaikouras gecko)<br><br>m. <i>Woodworthia</i> "Marlborough Mini" (Marlborough mini gecko)<br><br>n. <i>Woodworthia</i> "Mount Arthur" (Mount Arthur gecko)<br><br>o. <i>Woodworthia</i> "Otago Southland" (Large Otago gecko)<br><br>p. <i>Woodworthia</i> "Southern Alps" (Southern Alps gecko)<br><br>q. <i>Woodworthia</i> "Southern mini" (Southern mini gecko)<br><br>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko) |
| 2. | <b>The Location</b><br>(Schedule 2, clause 2)                           | s9(2)(a)   |
| 3. | <b>Term</b><br>(Schedule 2, clause 4)                                   | Commencing on and including 16 February 2022 and ending on and including 30 <sup>th</sup> October 2025   |
| 4. | <b>Authority Holder's address for notices</b><br>(Schedule 2, clause 8) | The Authority Holders address in New Zealand is:<br><br>s9(2)(a)<br><br>   |

|    |                                      |  |
|----|--------------------------------------|--|
|    |                                      | Email: s9(2)(a)  |
| 5. | <b>Grantor's address for notices</b> | <p>The Grantor's address for all correspondence is:<br/>National Transaction Centre<br/>Level 1, John Wickliffe House<br/>265 Princes Street<br/>Dunedin 9016<br/>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or<br/>Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p> |

Released under the Official Information Act

## SCHEDULE 2

### 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.

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about lizard tikanga ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 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.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 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.

#### 3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

#### 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 3.

#### 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.

**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 the Authorised Activity.
- 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 4. 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 4 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. Adhere to Best Practice Guidelines**

- 10.1 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)).

**11. Access to private property for inspection**

- 11.1 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.
- 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
- 11.3 The Grantor may recover costs of inspections from the Authority Holder.

**12. Obtaining, disposing of and transfer of lizards**

- 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.



- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 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):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 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)).

### **13. Husbandry standards**

- 13.1 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)).
- 13.2 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.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 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.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 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)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

### **14. Record keeping**

- 14.1 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.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.



**15. Surrender of existing Authority**

- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



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

Authorisation Number: 97983-FAU

**THIS AUTHORITY** is made this 14 day of October 2022

## **PARTIES:**

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

**AND**

**All Good Properties 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 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 Gareth Hopkins, Operations Manager New Plymouth, 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).<br/>(Schedule 2, clause 2)</p> | <p>Activity –</p> <ol style="list-style-type: none"> <li>Catch alive, temporarily hold in possession, and liberate absolutely protected wildlife.</li> <li>Kill absolutely protected wildlife, incidentally as result of unsuccessful salvage.</li> </ol> <p>Species –</p> <ol style="list-style-type: none"> <li>Northern grass skink, <i>Oligosoma polychroma</i></li> <li>Copper skink, <i>Oligosoma aeneum</i></li> <li>Ornate skink, <i>Oligosoma ornatum</i></li> </ol> <p>Methods and quantities –</p> <ol style="list-style-type: none"> <li>As per the special conditions in Schedule 3.</li> </ol> <p>Purpose</p> <ol style="list-style-type: none"> <li>For the purpose of lizard salvage, to reduce mortality associated with land development.</li> </ol> |
| 2. | <p>The Land<br/>(Schedule 2, clause 2)</p>   | <p>Source site –</p> <ul style="list-style-type: none"> <li>Franklyn Park subdivision, Inglewood, New Plymouth</li> </ul> <p>Release site –</p> <ul style="list-style-type: none"> <li>P.G. Nops Scenic Reserve</li> </ul> <p>As per the map attached to Schedule 4.</p>   |
| 3. | <p>Personnel authorised to undertake the Authorised Activity<br/>(Schedule 2, clause 3)</p>                                    | <ol style="list-style-type: none"> <li>s9(2)(a)</li> <li></li> <li></li> <li>Any other person under the direct supervision of the above persons.</li> </ol>  |
| 4. | <p>Term<br/>(Schedule 2, clause 4)</p>   | <p>Commencing on and including 10 October 2022 and ending on and including 31 May 2024</p>   |
| 5. | <p><b>Authority Holder's</b><br/>address for notices<br/>(Schedule 2, clause 8)</p>  | <p>The Authority Holders address in New Zealand is:</p> <p>1 s9(2)(a)</p> <p>Email: s9(2)(a)</p>   |
| 6. | <p><b>Grantor's address</b><br/>for notices</p>  | <p>The <b>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.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. Adhere to approved application

1.1 The Authorised Activity must be undertaken in accordance with the application titled **“Lizard Management Plan for a development at Franklyn Park, Inglewood, Taranaki”** dated January 2022 and the agreed changes to the Lizard Management Plan provided to the Department on 25 August 2022. Both documents are attached to Schedule 5 of this Authority.

1.2 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.

#### 2. Killing wildlife

2.1 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.

#### 3. Salvage relocation and habitat enhancement

3.1 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.

3.2 The DOC Operations Manager for New Plymouth is to be contacted immediately for further advice if wildlife other than those listed in Schedule 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.

#### 4. Ownership of absolutely protected wildlife

4.1 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.

4.2 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.

#### 5. Lizard capture and handling

5.1 Lizards must only be handled by Authorised Personnel listed in Schedule 1 Item 3, or under the direct supervision of the Authorised Personnel

5.2 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.

- 5.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 5.4 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/>
- 5.5 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.
- 5.6 The Authority Holder must ensure all live capture traps, (e.g., pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 5.7 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.
- 5.8 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.
- 5.9 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.
6. Death of wildlife associated with salvage activities
- 6.1 If any lizards should die during the authorised activities of catch, transfer, or liberate, the Authority Holder must:
- inform the Grantor within 48 hours; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
  - send the body to Massey University Wildlife Post Mortem Service for necropsy **along with details of the animal's history; and**
  - 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.
7. Euthanasia
- 7.1 If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised 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 Authorised Personnel listed under Schedule 1(3) or a veterinarian.
8. Lizard Salvage Reporting
- 8.1 A report is to be submitted in writing to the New Plymouth DOC Operations Manager at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within three months of the salvage being completed, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:



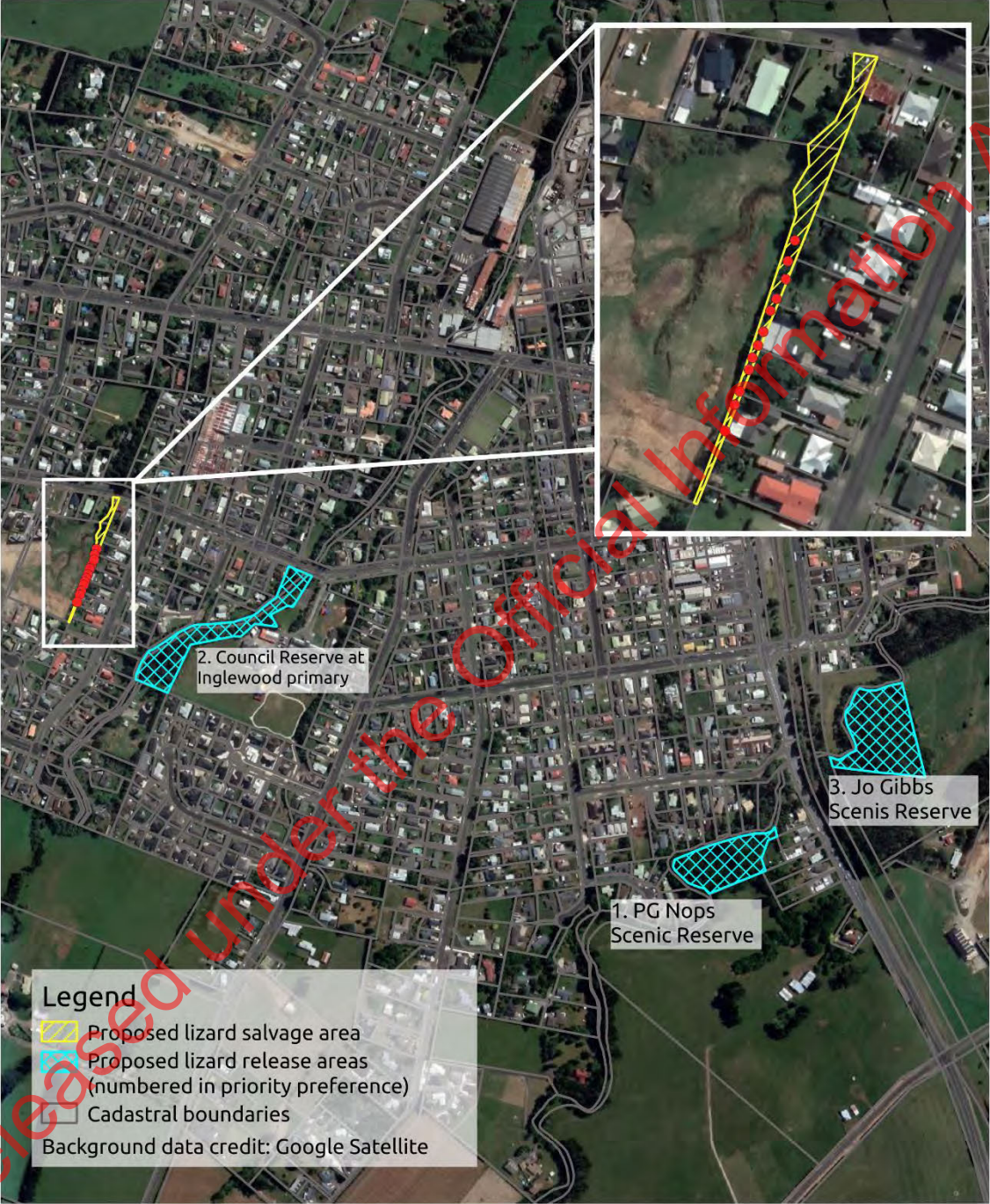
- a. the permission number; and
- b. the species and number of any animals collected and released; and
- c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
- d. results of all surveys, monitoring or research; and
- e. description of how the Lizard Management 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.

8.2 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).

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SCHEDULE 4

MAP



▲  
Data credit: LINZ  
Date 17/12/22  
Created by: SR

Figure 2. Lizard salvage area at Franklyn Park subdivision, Inglewood and proposed lizard release areas

0 100 200 300 m

▲  
Mounga Ecology

## SCHEDULE 5

### LIZARD MANAGEMENT PLAN AND AGREED AMENDMENTS

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

Authorisation Number: 97996-FAU

**THIS AUTHORITY** is made this 19<sup>th</sup> day of September 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. 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 of the Wildlife Act 1953; and

**PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987; and

**PERMITS** the Authority Holder pursuant to 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 Sue Reed-Thomas 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.

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## SCHEDULE 1

|    |  |   |
|----|--|---|
| 1. | Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2) | <ol style="list-style-type: none"> <li>1. Catch alive or capture by manual search methods; and</li> <li>2. Hold in possession for scientific purposes; and</li> <li>3. Kill by use of &gt;95% concentrated ethanol.</li> </ol> <p>whole specimens and empty shells or fragments of wildlife within the Paryphanta genus (species and quality as specified in schedule 4).</p> |
| 2. | The Land (Schedule 2, clause 2)  | <p>Public Conservation Land: Northland locations as listed in Schedule 5.</p> <p>Other land: Northland locations as listed in Schedule 5.</p>   |
| 3. | Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)                                   | <ol style="list-style-type: none"> <li>1. s9(2)(a)</li> </ol> <p>the direct supervision of Authorised Personnel.</p>  |
| 4. | Term (Schedule 2, clause 4)  | Commencing on and including 1 September 2022 and ending on and including 31 December 2023   |
| 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<br/>340 Great King Street<br/>North Dunedin<br/>Dunedin 9016<br/>New Zealand</p> <p>Phone: 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<br/>Level 4<br/>73 Rostrevor Street<br/>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. General

- 1.1 The Authorised Activity must be undertaken in accordance with the application titled “**Spencer Wildlife Act Authority Application Form 9**” and dated 22 February 2022 attached as Schedule 6.
- 1.2 If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, killing, preserving and storing), and take such other steps as directed by the Grantor.
- 1.3 Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes dead Paryphanta, and any parts thereof.
- 1.4 The Authority Holder must contact the local district office at least one week prior to the activity occurring to ensure any cultural requirements, or safety and biosecurity related requirements are understood.

#### 2. Reporting

- 2.1 Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz). A final report must be submitted within one month of its completion and contain the following:

2.1.1 the Authority Number 97996-FAU; and

2.1.2 a summary of research findings; and

2.1.3 any implications for conservation management.

- 2.2 The Authority Holder shall share the results of the research with the following Treaty Partners in a format appropriate for a lay audience.

##### 2.2.1 Ngāti Wai

Contact: s9(2)(a) ([rauakura@ngatiwai.iwi.nz](mailto:rauakura@ngatiwai.iwi.nz))

##### 2.2.2 Te Uri o Hau

Contact: s9(2)(a)

TUOH Environs email: [environs@uriohau.co.nz](mailto:environs@uriohau.co.nz)

##### 2.2.3 Takahiwai (Kopuwaiwhaha B2B Ahu Whenua Trust)

Contact: s9(2)(a)

##### 2.2.4 Te Roroa

Contact: s9(2)(a)

##### 2.2.5 Te Rūnanga Nui o Te Aupōuri

Contact: s9(2)(a)

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

3. Biosecurity

3.1 The Authority Holder must 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 Agathis* (PTA) Kauri Dieback Disease as specified by the website <http://www.kauridieback.co.nz/>. The Authority Holder must update itself on these websites on a regular basis.

3.2 The Authority Holder must ensure that all equipment is thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are 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.

3.3 The Authority Holder shall not knowingly transport, distribute, sell or offer for sale any material or equipment that may contain or harbour Argentine ant without first undertaking suitable control measures to eliminate those ants.

4. Return of specimens

4.1 The Authority Holder, upon completion of the research, must return all specimens taken to their original sites of collection.

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## SCHEDULE 4

### SPECIES LIST

| Common Name            | Scientific Name  | Threat Status         | Number to be taken                                      |
|------------------------|--|-----------------------|---|
| Pupurangi/Kauri snails | <i>Paryphanta busbyi</i> (western clade sensu Spencer et al. 2006)   | Data Deficient        | <20 whole specimens, and <30 empty shells or fragments. |
|                        | <i>Paryphanta sp. 1</i> (sensu Mahlfeld et al. 2012) = same as the above   | Relict                | <20 whole specimens, and <30 empty shells or fragments. |
|                        | <i>Paryphanta busbyi</i> (clade unspecified, sensu Mahlfeld et al. 2012, presumably the eastern clade sensu Spencer et al. 2006) | Relict                | <20 whole specimens, and <30 empty shells or fragments. |
|                        | <i>Paryphanta watti</i> (sensu Mahlfeld et al. 2012)   | Nationally Vulnerable | <3 whole specimens, and <30 empty shells or fragments.  |
|                        | <i>Paryphanta busbyi</i> (eastern clade sensu Spencer et al. 2006)   | N/A (as item 3)       | N/A (as item 3)   |

## SCHEDULE 5

### LOCATIONS

| Site | Site name  | District    | Reserve type                | Species               | Co-ordinates (approx.) |
|------|--|-------------|-----------------------------|-----------------------|------------------------|
| 1    | Te Paki Recreation Reserve (Te Paki trig vicinity) | Kaitaia     | s.17 Recreation Reserve     | Eastern clade (black) | -34.466726, 172.771425 |
| 2    | Te Paki Recreation Reserve (Kohuronaki)            |             | s.17 Recreation Reserve     | Eastern clade (black) | -34.488377, 172.834511 |
| 3    | Unuwaho  |             | NA: Iwi owned/managed land  | Eastern clade (black) | -34.432116, 172.888327 |
| 4    | Paranui Scenic Reserve                             | Kaitaia     | s.19(1)(a) - Scenic Reserve | Eastern clade (green) | -35.069064, 173.438759 |
| 5    | Mangamuka Gorge Scenic Reserve                     | Kaitaia     | s.19(1)(a) - Scenic Reserve | Eastern clade (green) | -35.198746, 173.49854  |
| 6    | Herekino Forest (Pt Northland Conservation Park)   | Kaitaia     | s.19 - Conservation Park    | Western clade (green) | -35.188961, 173.243408 |
| 7    | Waipoua Forest (Pt Northland Conservation Park)    | Kauri Coast | s.19 - Conservation Park    | Western clade (green) | -35.608324, 173.535576 |

|    |   |                |                             |   |                        |
|----|---|----------------|-----------------------------|---|------------------------|
| 8  | Kukuparere Scenic Reserve                       | Bay of Islands | s.19(1)(a) - Scenic Reserve | Eastern clade (green)                                 | -35.10383, 173.833065  |
| 9  | Kaikohe Scenic Reserve                          | Bay of Islands | s.19(1)(a) - Scenic Reserve | Western clade (green)                                 | -35.39003, 173.794355  |
| 10 | Trounson Kauri Park Scenic Reserve              | Kauri Coast    | s.19(1)(a) - Scenic Reserve | Western clade (green)                                 | -35.72745, 173.64152   |
| 11 | Mangakāhia Forest Conservation Area             | Whangarei      | s.25 - Stewardship Area     | Western clade (green)                                 | -35.672637, 173.959579 |
| 12 | Russell Forest (Pt Northland Conservation Park) | Bay of Islands | s.19 - Conservation Park    | Eastern clade (green)                                 | -35.429904, 174.310799 |
| 13 | Off Arcadia Rd, N of Paparoa                    |                | NA: Private land            | Western clade (green)                                 | -36.072759, 174.2381   |
| 14 | Mareretū Forest Conservation Area               | Whangarei      | s.25 - Stewardship Area     | Eastern clade (green)                                 | -36.02151, 174.359164  |
| 15 | Near Woodcocks, SE of Warkworth                 |                | NA: Private land            | Western clade (green)                                 | -36.441999, 174.580994 |
| 16 | Waitakere Range (near Huia)                     |                | NA: Council land            | Unknown (translocated origin, not previously sampled) | -37.000633, 174.556618 |

Note: the co-ordinates provided are approximate for mapping purposes and do not necessarily indicate where within a reserve proposed sampling would take place.

