



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 98003-CAP

THIS AUTHORITY is made 25<sup>th</sup> day of February 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 23 <sup>rd</sup> February 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

		s9(2)(a)
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 98006-FAU

**THIS AUTHORITY** is made this 11<sup>th</sup> day of October 2022

### **PARTIES:**

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

**AND**

**Babbage Consultants 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 Rebecca Rush, Operations Manager, 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). (Schedule 2, clause 2)</p>	<p>Activity</p> <ul style="list-style-type: none"> <li>a. Catch alive, temporarily hold in possession, and liberate absolutely protected wildlife.</li> <li>b. Kill absolutely protected wildlife, incidentally as result of unsuccessful salvage.</li> </ul> <p>Species</p> <ul style="list-style-type: none"> <li>c. All absolutely protected species of lizards with the threat classification status of Not Threatened or At Risk.</li> </ul> <p>Methods</p> <ul style="list-style-type: none"> <li>d. As per the conditions in Schedule 3.</li> </ul> <p>Purpose</p> <ul style="list-style-type: none"> <li>e. For lizard salvage, to reduce lizard mortality associated with land development.</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Land not administered by the Department of Conservation in the Auckland region. See the map in Schedule 4.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. s9(2)(a)</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Three years, commencing on and including 1<sup>st</sup> November 2022 and ending on and including 31<sup>st</sup> October 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 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

#### General conditions

1. The Authority Holder must ensure that current best practice is followed when undertaking the Authorised Activity. The current best practice guidance is set out in **'Key Principles for Lizard Salvage and Transfer in New Zealand'** located at <https://www.doc.govt.nz/contentassets/02b1a908bcb34ff1a37652ad357d3e2c/lizard-salvage-and-transfer-nz.pdf>.
2. If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing), and take such other steps as directed by the Grantor.
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 live herpetofauna, dead herpetofauna, and any parts, eggs, or progeny of such herpetofauna.
4. 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.

#### Mitigation conditions:

5. This Authority only allows the salvage of a population up to 20 individuals of any species, as assessed by the Personnel listed under Schedule 1(3). If a larger number is estimated at the salvage site, a separate application to translocate over 20 individuals is required.
6. The Authority Holder is only authorised to release wildlife:
  - a. that are classified as Not Threatened or At Risk species under the current threat classification system; and
  - b. into release site(s) that are assessed by Personnel listed under Schedule 1(3) as being of similar or better habitat than the source location, and capable of supporting that lizard species; and
  - c. into release site(s) that are within 500 metres of the development footprint (or with consultation and agreement with the relevant DOC Services Manager); and
  - d. into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (e.g. complex rock stack), or long-term predator control; and
  - e. 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).

If these requirements cannot be met, a separate application is required.

7. Any salvage operation for wildlife shall be accompanied by a Lizard Management Plan that outlines, as a minimum, capture and handling techniques to be applied, the proposed relocation release site, management of the release site including provision for protection of relocated wildlife, provision of post-release monitoring, actions that

will be followed in the event that Threatened lizard species are found within the development footprint and contingencies should establishment of salvaged wildlife fails.

#### Killing wildlife

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.

#### Salvage relocation and habitat enhancement

9. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
10. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. A separate application to translocate Threatened species will be required.
11. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
12. Once a Lizard Management Plan has been prepared the Authority Holder may hold any of the salvaged wildlife in captivity for up to 12 months. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Lizard Management Plan.

#### Lizard capture and handling

13. Lizards must only be handled by the Authorised Personnel listed in Schedule 1 Item 3 of this Authority, or under the direct supervision of the Authorised Personnel.
14. Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – May, when lizards are active, as advised by Personnel listed under Schedule 1(3).
15. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
16. 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/>
17. 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.
18. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.

19. 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.
20. 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.
21. The Authority Holder must 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. See the Frog Handling and Hygiene Protocol attached to Schedule 5 of this Authority.

#### Death of wildlife associated with salvage activities

22. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor within 48 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.

#### Euthanasia

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

#### Lizard Salvage Reporting

24. A report is to be submitted in writing to the Auckland DOC Operations Manager at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) and [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 Lizard Management Plan. Each report must include:
  - a. the species and number of any animals collected and released; and
  - b. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
  - c. copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; 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.
25. 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).

#### Accessing private land

26. This Authority does not confer any right of access over any private land. Any arrangements necessary for access to private land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

#### Biosecurity – myrtle rust

27. Myrtle rust is widely distributed across the North Island and in the north and west of the South Island. 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. 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.
28. 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.

#### Biosecurity – Kauri dieback disease

29. 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.

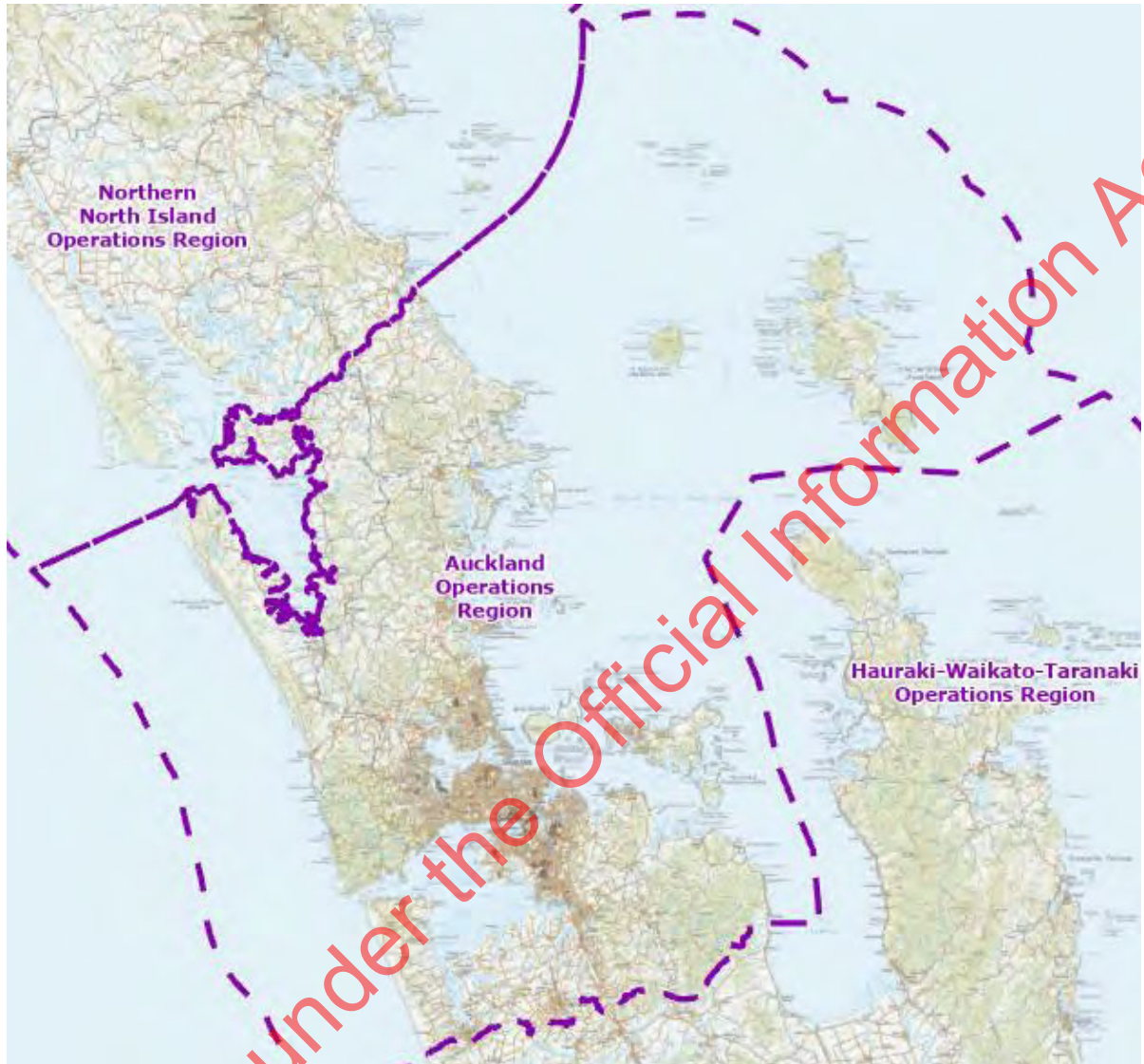
#### Biosecurity – islands

30. Care should be taken not to transport any dirt, seeds, vegetation, insects, or animal pests to offshore islands. The biosecurity checklist attached to Schedule 6 of this Authority should be adhered to.



## SCHEDULE 4

### MAP OF AUCKLAND REGION





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

Authorisation Number: 98008-FAU

**THIS AUTHORITY** is made this 3rd day of June 2022

## **PARTIES:**

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

**AND**

**CentrePort 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 (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 Angus Hulme-Moir, Operations Manager Wellington 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. Catch alive absolutely protected wildlife under the Wildlife Act 1953</li> <li>ii. Mark absolutely protected wildlife under the Wildlife Act 1953</li> <li>iii. Liberate absolutely protected wildlife under the Wildlife Act 1953</li> </ul> <p>b. Species</p> <ul style="list-style-type: none"> <li>i. Little Penguins / Kororā (<i>Eudyptula minor</i>)</li> </ul> <p>c. Quantity</p> <ul style="list-style-type: none"> <li>i. Up to 4 individuals</li> </ul> <p>d. Methods</p> <ul style="list-style-type: none"> <li>i. Catch alive by hand</li> <li>ii. Mark using twink (correction fluid)</li> <li>iii. Liberate by hand</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Catch alive and mark: Private land known as Seaview Wharf located at Point Howard, Lower Hutt</p> <p>b. Liberate: Days Bay Little Blue Penguin Reserve, Lower Hutt</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 3 June 2022 and ending on and including 2 June 2025</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>2 Fryatt Quay  Pipitea  Harbour Quays  Wellington 6011  New Zealand  Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Team  Level 4  73 Rostrevor Street</p>

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

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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## SCHEDULE 3

### SPECIAL CONDITIONS

#### General Conditions

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, however 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 activity of capturing, handling, and relocating **kororā** must be undertaken in accordance with the Authority **Holder's Kororā / Little Blue** Penguin Management Plan dated August 17<sup>th</sup> December 2021. Any amendments to the 17<sup>th</sup> December 2021 Penguin Management Plan approved by Greater Wellington Regional Council will not apply to or have any effect under this Authorisation unless or until such amendments are approved by the Grantor.
4. On each day of work requiring rock movement, the work area shall be visually inspected by an Authorised Person for the presence **of kororā**, including burrowscope inspection of previously active burrows.
5. If an active burrow is detected (viable eggs, chicks or moulting bird), the area around the **kororā's nest must be** marked and no work is to be carried out within 10m of the active burrow.
6. Rocks shall be moved one at a time using a claw-equipped digger in the presence of an Authorised Person.
7. **After each rock is moved, the space shall be reinspected for kororā presence by the** Authority Holder before work continues.

#### Capture and Handling of kororā

8. **Kororā** must only be handled by Authorised Personnel listed in Schedule 1 Clause 3.
9. **Kororā** can only be captured, handled, and relocated if they are not nesting and/or moulting. Any **kororā** that is nesting and/or moulting must not be captured, handled, and relocated until the nesting and/or moulting is complete.
10. **Kororā shall be caught** by hand by the Authorised Personnel and put in a pet-carrier box for relocation.
11. **Captured kororā must be released into** an empty nestbox within 2 hours of capture.

#### Marking kororā



12. **Kororā may be marked on the head** using twink (correction fluid) for the purpose of distinguishing individuals.

## Reporting

13. The Authority Holder must keep a record of all **kororā** encountered, captured and or relocated before and during construction. Records must be emailed annually to [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and include the Authority Number and Authority Holder's name. The report must include:
  - a. location, date and time penguin found;
  - b. if the bird is banded;
  - c. the number of penguins moved;
  - d. the handler and where the penguins were relocated to;
  - e. the time of release; and
  - f. if any birds are recaptures (identified through the Twink markings).

## Injury and/or Death of **kororā**

14. If any kororā are injured as part of the Authorised Activity, the Authority Holder must hold the bird in a pet carrier in a cool place and contact the Kapiti Wellington District Office immediately for advice.
15. If any **kororā mortality is observed, it must be reported** to the Kapiti Wellington District Office immediately. Photographs of the carcass and location must be taken the carcass retained for examination. If any information around the circumstances of the mortality is available, it must be also forwarded.

## Termination

16. A new clause 9.1 (c) is added to Schedule 2, to read as follows:  
**"Or for any other reason that the Grantor may decide".**



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 98049-CAP

THIS AUTHORITY is made 1<sup>st</sup> day March 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 1 <sup>st</sup> March 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is: s9</p> <p>(2)</p> <p>)</p> <p>(a)</p>

		s9(2)(a)
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 98051-FAU

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

## **PARTIES:**

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

**AND**

**Ministry for Business, Innovation and Employment** (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 Stephanie Bowman 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 catch alive, temporarily hold in possession and liberate the following lizard species:</p> <ul style="list-style-type: none"> <li>a. Southern grass skink, <i>Oligosoma</i> aff. <i>polychroma</i> Clade 5</li> <li>b. <b>McCann's skink</b>, <i>Oligosoma maccanni</i></li> </ul> <p>For the purpose of lizard salvage, to reduce lizard mortality caused by geotechnical assessments in the vicinity of Lake Onslow.</p> <p>Methods</p> <p>As described in the revised Lizard Management Plan titled "<i>Attachment B1 5643f Lake Onslow Drillholes Lizard Management Plan</i>" provided to the Department on 25/02/22 and attached as Appendix One.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Various locations around Lake Onslow, Central Otago (Refer to map in Schedule 4)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>i. s9(2)(a)</li> <li>ii. [REDACTED]</li> <li>iii. [REDACTED]</li> <li>iv. [REDACTED]</li> <li>v. [REDACTED]</li> <li>vi. [REDACTED]</li> <li>vii. Others under the supervision of the above authorised personnel</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 25<sup>th</sup> March 2022 and ending on and including 24<sup>th</sup> March 2023</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>25 The Terrace Wellington 6011 New Zealand</p> <p>Phone: s9(2)(a) Email: <a href="mailto:carl.walrond@mbe.govt.nz">carl.walrond@mbe.govt.nz</a></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's</b> address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p>

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

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
6. What about compliance with legislation **and Grantor's notices and directions**?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
11. Can the Authority be varied?

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard capture and handling

1. Lizards must only be handled by Authorised Personnel (persons listed in Schedule 1(3) or under the direct supervision of the Authorised Personnel.
2. 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.
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 and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
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.
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.
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.
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.
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. Current hygiene protocols will be provided to the permit holder by the relevant Office when contacted in advance of intended survey/research visit.
10. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
11. The Authorised Activity must be undertaken in accordance with the application titled "*Wildlife Act authority application - Lake Onslow NZ Battery Project*" and dated 25<sup>th</sup> February 2022.
12. For clarity, if Burgan skinks are encountered within the site(s) footprint, all works must stop and cannot recommence.

#### Salvage relocation and habitat enhancement

13. 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.
14. DOC Operations Manager(s) (*Nicola Holmes- Central Otago District [alexandra@doc.govt.nz](mailto:alexandra@doc.govt.nz)*) are to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

#### Ownership of absolutely protected wildlife

15. 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.
16. 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 salvage activities

17. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
- a. inform the Grantor: 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.

#### Euthanasia

18. 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.

#### Lizard Salvage Reporting

19. A report is to be submitted in writing to the local DOC office, ([alexandra@doc.govt.nz](mailto:alexandra@doc.govt.nz)) within 3 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.

20. 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).

#### Restoration

21. Replanting of areas that are impacted by the Authorised Activity is appropriate remediation and provides protective benefit for wildlife by restoring the lost habitat. The Authority Holder must ensure Planting for remediation of the sites is undertaken at a frequency of at least 1 plant every 1m<sup>2</sup>.

#### Private land

22. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
23. This authority does not confer on the Authority Holder any interest in the Site, nor does it derogate in any way from the rights of the public to use and enjoy the whole or any part of the site.

#### Termination

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

"Or for any other reason that the Grantor may decide".



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

Authorisation Number: 98054-CAP

**THIS AUTHORITY** is made this 27<sup>th</sup> day of May 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, Auckland / Tamaki Makurau Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

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. Shore skink <i>Oligosoma smithi</i></li> <li>2. Starred Gecko <i>Naultinus stellatus</i></li> <li>3. Copper Skink <i>Oligosoma aeneum</i></li> <li>4. Rough Gecko <i>Naultinus rudis</i></li> <li>5. Goldstripe Gecko <i>Woodworthia chrysosiretica</i></li> <li><b>6. Duvaucel's Gecko <i>Hoplodactylus duvaucelli</i></b></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 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 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 27 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) 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: 98070-CAP

THIS AUTHORITY is made day 8 of March 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 8 <sup>th</sup> March 2022 and ending on and including 30 <sup>th</sup> October 2025

4.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: <div>s9(2)(a)</div> <div></div> <div></div>
5.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all</b> correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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.



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

Authorisation Number: **98073-CAP**

**THIS AUTHORITY** is made this 17<sup>th</sup> day of June 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 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.

SIGNED on behalf of the Grantor by

s9(2)(a)

Angus Hulme-Moir, Operations Manager, Kapiti Wellington District

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Nick Barnes

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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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><u>Activity:</u></p> <p>To hold, handle and release, absolutely protected wildlife that are unwell, injured or orphaned; for the purposes of providing care and rehabilitation.</p> <p><u>Species:</u></p> <p>Paradise duck putangitangi <i>Tadorna variegata</i>  Morepork ruru <i>Ninox novaeseelandiae</i>  NZ Pigeon kereru <i>Hemiphaga novaeseelandiae</i>  Tui <i>Prosthemadera novaeseelandiae</i></p> <p><u>Occasional other Species:</u> silvereye, kingfisher, little blue penguin, Australasian harrier, seabirds. Other protected species, subject to case-by case approval by the Grantor.</p> <p><u>Facilities:</u></p> <p>In Aviaries on the Land. Those aviaries must at all times meet the required specifications and standards of the <b>Grantor's Kapiti</b>-Wellington District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18].</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>s9(2)(a)</p> <p>Other persons supervised by the Authority Holder and/or <b>approved by the Grantor in the Authority Holder's</b> absence.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20<sup>th</sup> June 2022 and ending on and including 19<sup>th</sup> June 2032 (ten years)</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  Department of Conservation  73 Rostrevor Street, Hamilton 3204  Phone: 07 858 1000  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. The Authority Holder must notify the Kapiti Wellington Office of the Grantor each time a live or dead individual or individuals belonging to a legally protected species classed as **‘Threatened’** is received, on phone no: 04 470 8412. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) See also **‘Patient Physical Examination Form’** - link at end.
5. In the event of the death of any wildlife caught or held under this Authority, the Authority Holders shall:
  - a. Ensure the body is labelled with the species, date of arrival, date of death and cause (if known)
  - b. ensure that the body is chilled (refrigerated) if it can be delivered within 24 hours, or whilst seeking advice from the Grantor whether post-mortem is required
  - c. **inform the Grantor’s** Kapiti Wellington office immediately follow the instructions of the Grantor for delivery of the body for post-mortem examination or for disposal
  - d. ensure the body is frozen if delivery will be longer than 24 hours or if post-mortem examination is not required
6. The holder may euthanise any protected species on animal welfare grounds only; if it is recommended by a veterinarian; or when directed by the Department of Conservation. For acceptable methods of avian euthanasia, consult the policy document of the New Zealand Veterinary Association (*link attached at end*).
7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months; a written application to hold the animal for a longer period must be made to the Kapiti Wellington Operations Manager. Any approval granted by that Manager must be obtained in writing and will only be granted for that particular application.
8. 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** Kapiti Wellington Office and comply with any directions regarding the bird that are given by that office.
9. All wildlife must be released where it was found, or in the closest safe location, or as directed by the Grantor.

10. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor's Kapiti Wellington Operations Manager has given his/her prior written approval to meet such costs and has confirmed that in writing.
11. Wildlife held for rehabilitation shall not be displayed to the public.
12. The Authority Holder must maintain Annual Records and submit them to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) by 30 June of every year during the term of this Authority. The records should include the following information for each bird obtained (see link at end for required format): including the following information, for each bird obtained:
  - Species (age and gender if known)
  - Where and when the animal was first found/ moved/ Injured
  - General description of the injuries/illness
  - Cause (if known)
  - Treatment to date and general progress/outcome
  - Personnel involved in treatment
  - Date(s) of release/euthanasia/disposal
13. Authority holders must complete and return the Wildlife Rehabilitators Self-Audit Checklist (see link at end) on an annual basis by the 30<sup>th</sup> of June.
14. The addresses to which all reports and records are sent are the Kapiti Wellington District Office [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [WARCTeam@doc.govt.nz](mailto:WARCTeam@doc.govt.nz) citing in all cases Authority No. 98073-CAP.
15. All media; including photos, film and social media; must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of **the Authority Holder's** rehabilitation operation: that-is that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation, that only authorised personnel may handle the wildlife, and then only for the purpose of rehabilitation care.
16. 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.
17. Protected wildlife may only be transferred to other authorised holders; and then only with the case-by-case approval of **the Grantor's** Kapiti Wellington Operations Manager.

18. The Authority Holder consents to any officer or agent 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, the facilities in which they are contained, and daily records. 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.
19. The Authority Holder must immediately inform the Grantor if the Holder no longer wishes to hold wildlife or participate in their rehabilitation.

Attachments for this Authority:

1. Self-audit checklist



Rehabbers-checklist-2017 - DOC-32469

2. Patient Physical Examination form



Physical-Examination-form.docx

3. DOC Annual Report Template



Wildlife Rehabilitator annual

4. NZVA Euthanasia guidelines for birds



NZVA-Euthanasia of avian patients.pdf





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 98074-CAP

THIS AUTHORITY is made 7<sup>th</sup> day March 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 7 March 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

		Email: s9(2)(a)
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 98075-FAU

**THIS AUTHORITY** is made this 23rd 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. 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 Owen Kilgour, Operations Manager  
Hokitika District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Tim Shaw

Witness Occupation: Senior Ranger

Witness Address: 10 Sewell Street, Hokitika 7100

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>i. Activity –</p> <ul style="list-style-type: none"> <li>a. to catch alive the absolutely protected wildlife and game listed under schedule 4 of this Authority for the purpose rehabilitation from sickness and/or injury</li> <li>b. obtain alive the absolutely protected wildlife and game listed under schedule 4 of this Authority for the purpose rehabilitation from sickness and/or injury</li> <li>c. have in possession the absolutely protected wildlife and game listed under schedule 4 of this Authority</li> <li>d. liberate the absolutely protected wildlife and game listed under schedule 4 of this Authority</li> </ul> <p>ii. Quantity</p> <ul style="list-style-type: none"> <li>a. as per Schedule 3.23 and Schedule 4</li> </ul> <p>iii. Method</p> <ul style="list-style-type: none"> <li>a. catch alive <ul style="list-style-type: none"> <li>i. by placing a towel over the wildlife and game</li> </ul> </li> <li>b. obtain alive <ul style="list-style-type: none"> <li>i. <b>from the Grantor's Hokitika District Office</b></li> <li>ii. from members of the public under the direction of the <b>Grantor's Hokitika District Office</b></li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>i. catch alive</p> <ul style="list-style-type: none"> <li>a. anywhere in the West Coast Region subject to Schedule 3.6</li> </ul> <p>ii. obtain alive</p> <ul style="list-style-type: none"> <li>a. 10 Sewell Street, Hokitika 7810</li> </ul> <p>iii. have in possession</p> <p><b>s9(2)(a)</b></p> <p>iv. liberate</p> <ul style="list-style-type: none"> <li>a. as per Schedule 3.10-12 of this Authority</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>i. <b>s9(2)(a)</b></p>
4.	<p>Term</p>	<p>Commencing on and including 23 September 2022 and ending on and including 22 September 2025</p>

	(Schedule 2, clause 4)	
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>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all</b> 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>

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 Authorisation gives the Authority Holder the right to catch alive, obtain alive, have in possession and liberate absolutely protected wildlife and game in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, any parts thereof, any eggs, genetic material and any replicated genetic material.
2. The Authorised Activities must be undertaken in accordance with the application dated 4 March 2022 and any subsequent amendments approved by the Grantor.
3. The Authority Holder must ensure that current best practice is followed when undertaking the Authorised Activities.
4. 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.
5. Wildlife subject to this Authority must not be transferred to any other person except as provided for in this Authority. This prohibition includes live wildlife, dead wildlife, any parts of any wildlife, and any eggs or progeny.
6. Only one individual animal must be held in a transport crate.
7. The wildlife listed under Schedule 4.9-11 must be:
  - a. held in their transportation crate for up to a maximum of 72 hours; and,
  - b. notwithstanding Schedule 3.5, transferred **at the Authority Holder's costs** to:
    - i. a facility authorised to obtain alive and have the wildlife in possession; or,
    - ii. a veterinary clinic
8. The Authority Holder is Authorised to catch alive the absolutely protected wildlife and game whilst acting in the capacity of an injured animal first responder.
9. The Authority Holder must only keep one animal species in an aviary at any one time.
10. All wildlife must be liberated as soon as it is in a fit condition to be released and cannot be held for longer than three months. If rehabilitation of an individual animal requires longer than three 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. With the exception of the wildlife listed under Schedule 4.9-11, all wildlife must be liberated where it was found, or the closest safe location, or as directed by the Grantor.
12. Notwithstanding Schedule 3.11, the wildlife must not be liberated into any public conservation land.

13. The Grantor is not liable for the costs of any veterinary treatment to the wildlife except in exceptional circumstances where the Grantor's **Hokitika District Office Operations** Manager has given his/her prior written approval to meet such costs.
14. Authority Holder must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)
15. The Authority Holder must maintain annual records which detail the number and species of absolutely protected wildlife and game 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.
16. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
17. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in their rehabilitation.
18. The Authority Holder must not conduct in situ displays of the wildlife to the public.
19. 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. For the avoidance of doubt, only the Authority Holder is authorised to handle the wildlife and only for the purpose of rehabilitative care.
20. Notwithstanding Schedule 3.18, the Authority Holder must inform all media personnel that the wildlife are held in temporary captivity for the purpose of rehabilitation with permission from the Director-General of Conservation.
21. The Authority Holder must not euthanise any wildlife.
22. The Authority Holder must take any wildlife unable to be rehabilitated to a veterinarian to be euthanised.
23. The quantities referred to in Schedule 4 are the maximum number of individuals of that species the Authority Holder is authorised to have in possession at any one time. For the avoidance of doubt, wildlife held in the transport crates in the **Authority Holder's** hospital area are not included in the quantities listed under Schedule 4.
24. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

## SCHEDULE 4

Common name	Scientific name	Quantity
1. Little blue penguin	<i>Eudyptula minor minor</i>	5
2. Fiordland crested penguin	<i>Eudyptes pachyrhynchus</i>	3
3. Westland petrel	<i>Procellaria westlandica</i>	3
4. Pied shag	<i>Phalacrocorax varius varius</i>	3
5. Black shag	<i>Phalacrocorax carbo novaehollandiae</i>	3
6. Weka	<i>Gallirallus australis</i>	2
7. New Zealand Scaup	<i>Aythya novaeseelandiae</i>	5
8. Falcon	<i>Falco novaeseelandiae</i>	2
9. Australasian harrier	<i>Circus approximans</i>	2
10. Morepork	<i>Ninox novaeseelandiae</i>	5
11. Paradise shelduck	<i>Tadorna variegata</i>	5
12. Pukeko	<i>Porphyrio melanotus</i>	2

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## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 98111-CAP

THIS AUTHORITY is made 15<sup>th</sup> March 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 15 <sup>th</sup> March 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

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



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

Authorisation Number: 98155-FAU

THIS AUTHORITY is made this 20<sup>th</sup> day of July 2022

### PARTIES:

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

AND

Port Marlborough 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 clause 38 of the Wildlife Regulations 1955; and PERMITS the Authority Holder pursuant to Part 3B of the Conservation Act 1987 and section 51 of the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

\_\_\_\_\_  
David Hayes, Operations Manager, Sounds District

acting under delegated authority in the presence of:

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



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

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

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity – to catch alive, handle, and liberate absolutely protected wildlife under the Wildlife Act 1953</p> <p>To insert Passive Integrated Transponder tags into Little penguins (<b>kororā</b>)</p> <p>To discourage penguins from inhabiting known burrows during the non-breeding season.</p> <p>Removal of burrows (including potentially active burrows).</p> <p>Establish new burrows and introduce nest boxes.</p> <p>Potentially move <b>kororā adults, chicks</b> and eggs to New burrows and to nest boxes (new and old).</p> <p>Discourage nesting and residence of other avifauna as required, <u>provided that, in all cases, all such birds are exposing themselves to likely death or injury, by remaining there</u></p> <p>b) Species: Little penguin (<i>Eudyptula minor</i>) All other protected bird species; always subject to the proviso underlined above</p> <p>c) Quantity – as required</p> <p>d) Method –All methods will be as described in the applicant's 'Application form 9' signed and dated 1 March 2022, and its 'Avian Management Plan' (revised version: Dated 20 June 2022), except where stated otherwise in this authority.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Kaipupu Point Scenic Reserve</p> <p>Areas of non-Conservation land as indicated in the above-mentioned Avian Management Plan.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p><b>s9(2)(a)</b> [redacted]. Wildlife Management International Limited, Blenheim.</p> <p>Employees and agents of Wildlife Management International who have been certified in writing by either <b>s9(2)(a)</b> [redacted] as competent to implement the 'Avian Management Plan'. In particular, all applying pit-tags must be qualified to do so.</p> <p><b>s9(2)(a)</b> [redacted] and trained and certified conservation dog 'Rua'</p> <p><b>s9(2)(a)</b> [redacted] and trained and certified conservation dog 'Mena'</p>

4.	Term (Schedule 2, clause 4)	Commencing on and including 20 July 2022 and ending on and including 19 July 2029 (seven years)
5.	Authority <b>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>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.	Grantor's address for notices	<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>

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 Authorisation gives the Authority Holder the right to capture, hold, move and release absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, however 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. This Authority does not authorize the sampling or possession of any blood, feathers or other material which can be used as genetic material, or for other purposes.
3. The activity of capturing, handling, and relocating **kororā** must be undertaken in accordance **with the Authority Holder's** revised Avian Management Plan dated 20 June 2022. Any amendments to that June 2022 Avian Management Plan will not apply to, or have any effect under, this Authorisation unless or until such amendments are approved by the Grantor.
4. The Authority Holder must inform the Department at least 48 hours prior to any scheduled rock removal so that if required, Departmental observers can attend to ensure **kororā** are not harmed.
5. The Activity, as it relates to **kororā**, must only be carried out in the **kororā** non-breeding and non-moulting period between April 1<sup>st</sup> and June 30<sup>th</sup>.

#### Capture and Handling of **kororā**

6. **Kororā** must only be handled by Authorised Personnel as set out in the approved Animal Management Plan.
7. The Authority Holder must not mark the heads of **kororā**, or band while undertaking the Activity.
8. The Authority Holder is authorised to insert Passive Integrated transponders (PIT tags) into to **kororā** in accordance with the applicable standards and protocols contained in ***Kororā Monitoring Protocols Version 3 | January 2022***<sup>1</sup> published by the NZ Penguin Initiative January 2022.
9. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for **kororā** transponder insertion, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.

<sup>1</sup> Available here: [Kororā+Monitoring+Protocols+Version+3.pdf \(squarespace.com\)](#)

10. Electronic records of birds marked with transponders are to be submitted to the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).

#### Injury and/or Death of kororā

11. If any **kororā** are injured as part of the Authorised Activity, the Authority Holder must hold the bird in a pet carrier in a cool place and contact the Picton District Office immediately for advice.
12. **If any kororā mortality is observed** as a result of activities undertaken pursuant to this Authority, it must be reported to the 'Sounds' District Office (Picton) immediately. Photographs of the carcass and location must be taken, and the carcass retained for examination. If any information around the circumstances of the mortality is available, it must be also forwarded.

#### Records

13. Any records of the Authorised Activity, whether written, photographic, electronic or in any other format, may be inspected by the Grantor at any time.

#### Reporting

14. The Authority Holder must provide an annual summary report to the Grantor. These reports must be electronically forwarded to the Grantor at [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all reports the Authority Number 98155-FAU. These reports must be submitted by 1 October annually.
15. 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 of any resulting publications, electronically to [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)
16. All such reports shall contain the following: a. the Authority Number 98155-RES; b. a summary of research findings c. and any implications for conservation management.
17. The Authority Holder acknowledges that the Grantor may provide copies of these reports to *tangata whenua* and to the general public if requested

#### Compliance

18. Compliance with the Avian Management Plan and with the conditions of this Authority will be monitored during the Term. The Authority Holder acknowledges that the Grantor may share monitoring results with local iwi groups.
19. If compliance is breached, site work undertaken under this authority will stop until performance is satisfactory. At its discretion, the Grantor will levy the cost of compliance monitoring and if necessary, use those funds to engage external consultants to undertake this role.





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 99207-CAP

THIS AUTHORITY is made 4<sup>th</sup> day of April 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 (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 cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 4 April 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

		s9(2)(a)
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 99271-FAU

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

### **PARTIES:**

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

**Wildlands Consultants 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  
Rebecca Rush, Operations Manager, Tamaki Makaurau/Auckland Mainland  
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name:     Laura Chartres    

Witness Occupation:     Supervisor, Community    

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). (Schedule 2, clause 2)</p>	<p>1. Activity –</p> <ul style="list-style-type: none"> <li>a. To survey, catch, measure and tail-tip lizards and frogs for identification purposes subject to Schedule 1, clause 2; and</li> <li>b. To salvage absolutely protected lizard and frog species classified as for RMA purposes subject to Schedule 3. Specifically the activities of salvage are : <ul style="list-style-type: none"> <li>i. catch alive;</li> <li>ii. To kill for the purpose of liberating wildlife subject to special condition (Schedule 3, clause 3.1);</li> <li>iii. To hold;</li> <li>iv. To transfer;</li> <li>v. To liberate the absolutely protected lizards and frogs subject to Schedule 1, Clause 2</li> </ul> </li> </ul> <p>2. Methods –</p> <ul style="list-style-type: none"> <li>a. standard survey and handling methods</li> <li>b. hand capture,</li> <li>c. visual search,</li> <li>d. tracking tunnels,</li> <li>e. pitfall traps,</li> <li>f. Night spotlighting,</li> <li>g. artificial cover objects (ACOs)</li> <li>h. G-minnow traps.</li> </ul> <p>3. Quantity –</p> <ul style="list-style-type: none"> <li>a. activity 1.1 (a) and 1.1 (b) – as many as present</li> <li>b. activity c) – up to 20 individual Lizards</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>1. For the activities specified under Schedule 1 the activities may be carried out on all non-public conservation land in the Auckland Region.</p> <p>2. The activity specified in Schedule clause 1(b) may be carried out on all public conservation land, administered by the Department under the Reserves Act 1977 and the Conservation Act 1987, in the Auckland Region, subject to the following exclusions:</p> <ul style="list-style-type: none"> <li>a) excluding the lands administered by the Grantor to under sections 20 and 21 of the Reserves Act 1977 being Nature Reserves and Scientific</li> </ul>

		<p>Reserves.</p> <p>b) excluding the lands administered by the Grantor in the Warkworth Operations District under the Conservation Act 1987 and the Reserves Act 1977. See Schedule 4 for a map of the Warkworth Operations District boundary.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) s9(2)(a)</p> <p>g) Any suitably qualified person under the supervision of any one personnel listed under a f.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 01 October 2022 and ending on and including 30 September 2025.</p>
5.	<p>Authority <b>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 4</p> <p>73 Rostrevor Street</p> <p>Hamilton 3240</p> <p><a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. Lizard capture and survey
  - 1.1. Only non-destructive search methods may be used unless the Area is to be impacted and is subject of a consented or permitted activity under the Resource Management Act or Conservation Act.
  - 1.2. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
  - 1.3. 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.
  - 1.4. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
  - 1.5. 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.
  - 1.6. 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.
  - 1.7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
  - 1.8. 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.
  - 1.9. 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.
2. Native frogs survey, research and/or monitoring
  - 2.1. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.
  - 2.2. The Authority Holder must be supervised by an experienced field frog handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.
  - 2.3. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:

- a) Using the same marked access routes for access to the site.
- b) Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.

### 3. Survey reports

- 3.1. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
  - a) Number of lizards and frogs found, and the GPS coordinates for each of these;
  - b) Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database);
  - c) Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Auckland District Office ([aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@doc.govt.nz)) 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/>).

### 4. Mitigation Conditions

- 4.1. 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;
  - c) into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the relevant DOC Services Manager);
  - d) into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (e.g. complex rock stack), or long-term predator control; and
  - e) 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).
- 4.2. After each salvage is completed, the Authority Holder shall provide the **Grantor's** Auckland Operations Manager with a copy of the Species Specific Management Plan and a report for that salvage operation. The Species Specific Management Plan will outline as a minimum, capture and handling techniques applied, the proposed relocation release site, management of the release site including provision for protection of relocated wildlife, provision of post-release monitoring, actions that will be followed in the event that Threatened lizard species are found within the development footprint and contingencies should be established for salvaged wildlife fails.

## 5. Incidentally kill wildlife

- 5.1. The Authority Holder is only authorised for kill activity directly associated 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.
- 5.2. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) on recommendation of the qualified herpetologist

## 6. Salvage relocation and habitat enhancement

- 6.1. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Species Specific Management Plan(s) to ensure adequate mitigation of effects has been achieved.
- 6.2. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. separate application to translocate Threatened species will be required.
- 6.3. During wildlife salvage operations or construction, if Threatened wildlife are found within the footprint of the site, the Authority Holder must contact the DOC Operations Manager(s). The Authority Holder must transfer the wildlife to an approved captive holding facility until a suitable release site is identified by DOC. A separate application to translocate Threatened species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.
- 6.4. This Authority only allows the salvage of up to twenty (20) individuals of any species at each specific salvage site. If a larger number is estimated at the salvage site, a separate application to translocate over twenty (20) individuals is required.
- 6.5. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).

## 7. Salvage lizard capture and handling

- 7.1. Clauses 1.1 – 1.9 of Schedule 3 apply to the capture and handling of lizards for the purposes of carrying out the activity of salvage.
- 7.2. Lizard capture, handling and relocation should be undertaken between October and April when lizards are active.

## 8. Lizard Salvage Reporting

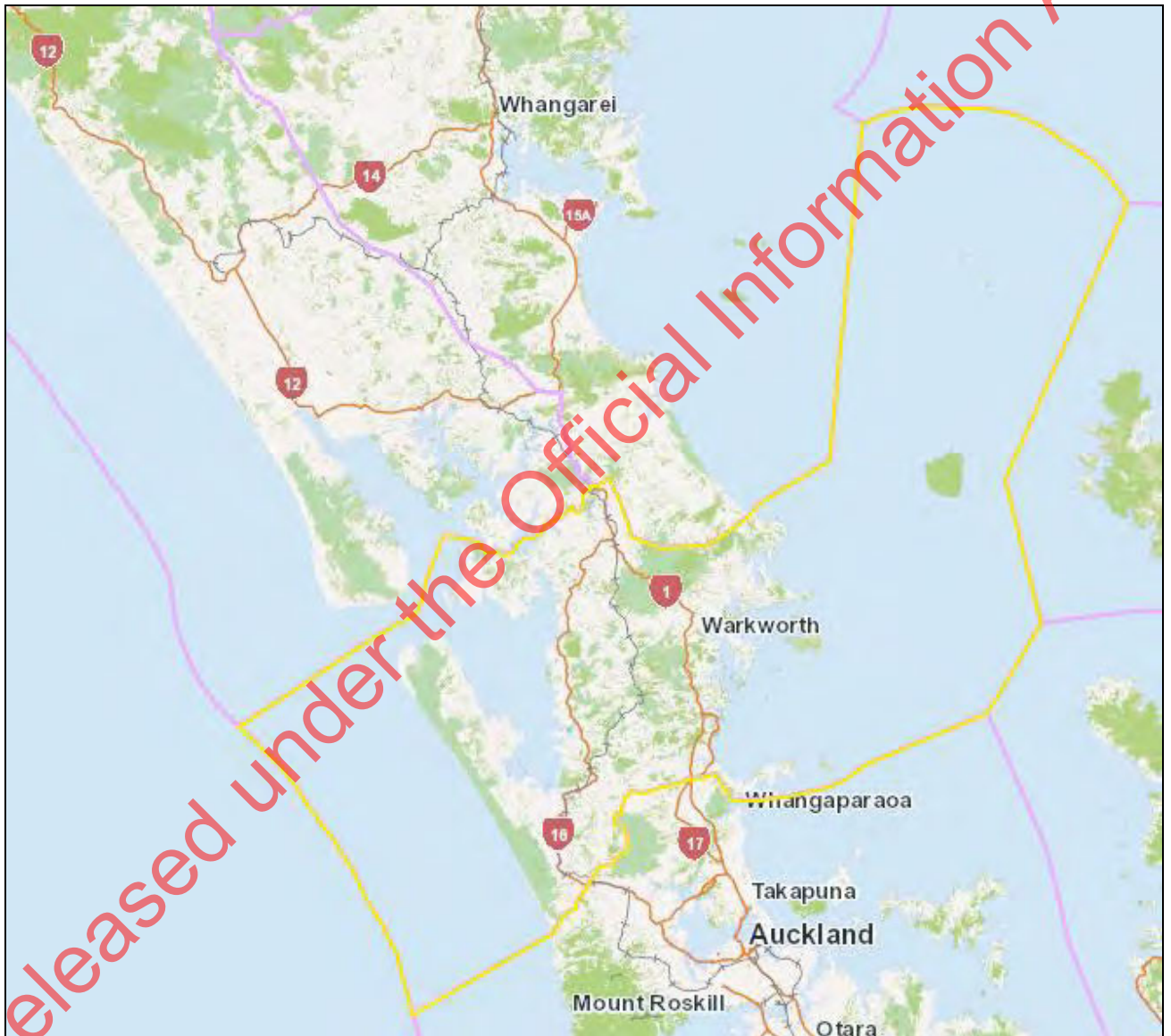
- 8.1. A report is to be submitted in writing to the DOC Operations Manager, Auckland Office, [aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@doc.govt.nz), by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:

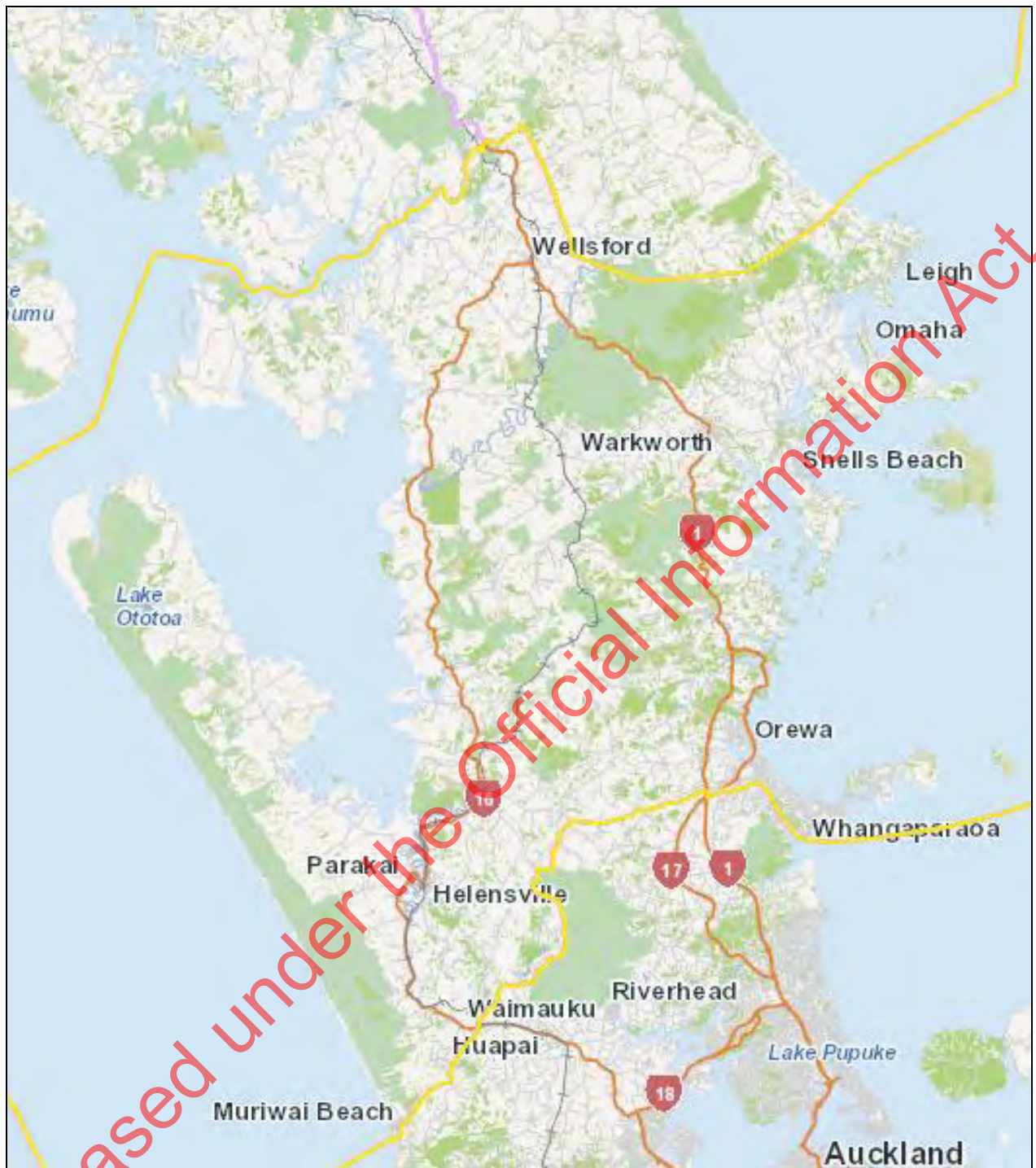


- a) the species and number of any animals collected and released;
  - b) the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - c) copies of approved Species Specific Management Plans; and
  - d) results of all surveys, monitoring or research.
- 8.2. Completed Amphibian 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).
9. Personnel
- 9.1. Any additional personnel carrying out any activity under this authorisation must be supervised by at least one of the Authorised Personnel specified in Schedule 1 (3).
10. Other
- 10.1. The Authority Holder shall not undertake any pitfall trapping on any land where native frogs are known to be present.
11. In Respect to Ngati Manuhiri
- 11.1. The Authority Holder shall make reasonable endeavours to attend any cultural induction offered by local iwi prior to visiting the land and adhere to cultural protocols as advised by local iwi.
- 11.2. All research findings to be shared with the Manuhiri Kaitiaki Charitable Trust at [kaitiaki@ngatimanuhiri.iwi.nz](mailto:kaitiaki@ngatimanuhiri.iwi.nz)

## SCHEDULE 4

### Maps of the Warkworth Operations District Boundary







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

Authorisation Number: 99275-FAU

**THIS AUTHORITY** is made this 8<sup>th</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 and section 38 of the Wildlife Regulations Act 1955, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephen Soole, Operations Manager Kauri Coast acting under delegated authority in the presence of:

s9(2)(a)

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). (Schedule 2, clause 2)	Capture and release the following game bird species in their respective quantities <ul style="list-style-type: none"> <li>Up to 50 ring-necked pheasants (<i>Phasianus colchicus</i>) per annum</li> </ul>
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) and Employees of New Zealand Game Birds Limited
4.	Term (Schedule 2, clause 4)	Commencing on and including 8 August 2022 and ending on and including 7 August 2032 (Ten years)
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b>  Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. The birds are to only be held in captivity when being transferred to the holding and release sites.
2. The birds are to be released only on the property listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
3. All birds shall be released with unclipped wings.
4. 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.
5. 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.
6. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
7. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
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 99275-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of the 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 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 NZ Game Birds Ltd located at [REDACTED] s9(2)(a)

13. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(12) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
14. 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 sun and wet weather.
15. The Authority Holder must obtain birds from NZ Game Birds (Authority number 37980-CAP), if this authority number changes the Authority Holder must notify the Department immediately on [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)

#### Banding:

16. All birds must be banded. Banding of captive-reared gamebirds released into the wild must be done 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



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 99283-CAP

THIS AUTHORITY is made 20<sup>th</sup> April 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 (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 (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 20 <sup>th</sup> April 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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) [REDACTED] [REDACTED]</p>

		<div>s9(2)(a)</div> <div></div>
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 99346-FAU

**THIS AUTHORITY** is made this 28<sup>th</sup> day of September 2022

## **PARTIES:**

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

**AND**

**Leighton Contractors Pty Limited and HEB Construction 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 Angus Hulme-Moir as Operations Manager for Wellington 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><b>Authorised activity (including the species, any approved quantities and collection methods).</b></p> <p>(Schedule 2, clause 2)</p>	<p>Authorised Personnel may -</p> <ol style="list-style-type: none"><li>1. Catch alive; and</li><li>2. liberate, -</li></ol> <p>the following species of absolutely protected wildlife for the purpose of post-relocation monitoring.</p> <table><tr><th>Common Name</th><th>Scientific Name</th></tr><tr><td>Northern grass skink</td><td><i>O. polychrome</i></td></tr><tr><td>Raukawa gecko</td><td><i>W. maculate</i></td></tr><tr><td>Copper skinks</td><td><i>O. aeneum</i></td></tr><tr><td>Glossy brown skink</td><td><i>O. zealandicum</i></td></tr><tr><td>Ornate skinks</td><td><i>O. ornatum</i></td></tr><tr><td>Northern spotted skink</td><td><i>O. kokowai</i></td></tr></table>	Common Name	Scientific Name	Northern grass skink	<i>O. polychrome</i>	Raukawa gecko	<i>W. maculate</i>	Copper skinks	<i>O. aeneum</i>	Glossy brown skink	<i>O. zealandicum</i>	Ornate skinks	<i>O. ornatum</i>	Northern spotted skink	<i>O. kokowai</i>
Common Name	Scientific Name															
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Ornate skinks	<i>O. ornatum</i>															
Northern spotted skink	<i>O. kokowai</i>															
2.	<p><b>The Land</b></p> <p>(Schedule 2, clause 2)</p>	(Private) Lizard Boulderfields - Transmission Gully Project														
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b></p> <p>(Schedule 2, clause 3)</p>	<ol style="list-style-type: none"><li>1. s9(2)(a); and</li><li>2. Personnel under the direct supervision of Authorised Personnel.</li></ol>														
4.	<p><b>Term</b></p> <p>(Schedule 2, clause 4)</p>	Commencing on and including 1 October 2022 and ending on and including 30 April 2023														
5.	<p><b>Authority Holder's address for notices</b></p> <p>(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 for notices</b></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. General
  - 1.1 All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.
  - 1.2 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.
  - 1.3 The Authorised Activity shall be undertaken as per the **“Species to monitor and methods” document, submitted to the Grantor on the 28 July 2022 and attached in Schedule 4.**
2. Lizard capture and handling
  - 2.1 If traps are used, they must be covered to protect lizards from exposure and minimise stress. A small amount of damp leaf litter, or similar material, should be placed in the bottom to provide hiding places and reduce the risk of desiccation. Traps should be secured onto a secure surface to avoid disturbance from predators. Traps may be baited. All traps must be checked at least every 24 hours.
  - 2.2 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.
3. Reporting
  - 3.1 Upon completion of the Authorised Activity or revocation of this Authority, the Authority Holder shall forward a final report to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 99346-FAU. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.





## SCHEDULE 4

### MONITORING METHODS

#### Species to monitor

CPBHEB JV seeks a Wildlife Act Authority to continue monitoring the lizard release sites (boulder field and grasslands) at Transmission Gully. Table 1 lists the species that could potentially inhabit the monitored areas; not all of these species are expected to be encountered, but have been included due to their habitat preferences and presence within the wider landscape.

Northern grass skinks, Raukawa geckoes, and copper skinks were all released to the sites, and have been observed during previous monitoring. These are then considered to be the most likely species to be encountered during future monitoring rounds (though copper skinks have been seen only once, and so are less likely than the other two species). Glossy brown skinks were also released to one of the sites in low numbers (four skinks) but haven't been observed since – they are considered unlikely to be observed in future monitoring, although it is possible that a released individual may be encountered. Ornate and spotted skinks were not released, and have not been observed during monitoring, but are present in the wider landscape. These are very unlikely to be observed during future monitoring.

Table 1: Species present or potentially present within the Transmission Gully lizard monitoring sites, for which a Wildlife Act Authority to monitor is sought.

Common Name	Scientific Name	Conservation Status	Habitat Preferences	Released or observed during previous monitoring?
Northern grass skink	<i>Oligosoma polychroma</i>	Not Threatened	Dry open areas with low vegetation or debris such as logs or stones for cover.	Yes to both
Raukawa gecko	<i>Woodworthia maculata</i>	Not Threatened	Forest, scrub, grassland and coastal areas.	Yes to both
Copper skink	<i>O. aeneum</i>	At Risk - Declining	Open and shaded areas where sufficient cover is available (e.g. rock piles, logs, dense vegetation).	Yes to both (though haven't been seen since first monitoring round in 2018)
Glossy brown skink	<i>O. zealandicum</i>	At Risk - Declining	Open and shaded areas where sufficient cover is available (e.g. rock piles, logs, dense vegetation).	Several were released, but they have not been observed during monitoring
Ornate skink	<i>O. ornatum</i>	At Risk - Declining	Open and shaded areas where sufficient cover is available (e.g., rock piles, logs, dense vegetation).	No to both
Northern spotted skink	<i>O. kokowai</i>	At Risk - Relict	Open grassland, scrub and stone fields.	No to both

#### Monitoring methods

The methods employed during previous monitoring rounds, and to be employed for future monitoring (spring 2022 and summer 2023), are:

- **Artificial Retreats (ARs):** One double layered Onduline AR will be set up per rock pile (45<sup>1</sup> in total). The ARs will be within 0.5-1 m of the boulderfields and will be left to bed in for approximately 6 weeks. They will then be checked daily for 5 days.
- **Pitfall Traps:** Two pitfall traps have been installed at the margin of each boulderfield (90 in total). Each pitfall trap is within 0.5-1 m of the boulderfield. These will be covered with an AR, opened and checked daily for 4 days. Each trap will be baited with fruit and contain grass refugia and a wet sponge.
- **Tracking Tunnels:** One tracking tunnel will be set up per rock pile (45 in total). Each tunnel will be within 0.5-1 m of the rock pile. The tunnels will be put out when the pitfall traps are opened, with pre-inked tracking cards and canned pear bait. The tracking tunnels and cards will then be retrieved four days later.
- **Visual searches:** Each rock pile and the surrounding grass will be visually searched upon approach, to look for basking or moving lizards.

Two additional methods were incorporated into the 2020 and 2021 monitoring rounds to detect lizards in the rock piles (rather than just the grass habitat around them). These methods, modified camera traps (CrittterPic) and sensitive dismantling of the rock piles, were used to guide further mitigation boulderfield construction at Transmission Gully. They will not be used during future monitoring.

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<sup>1</sup> There were originally 48 rockpiles, but three were dismantled in 2020 to determine whether lizards were inhabiting the small grade piles. This is summarised further in the 2020 annual report.



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 99358-CAP

THIS AUTHORITY is made the 9th day of May 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 9 <sup>th</sup> May 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

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



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 99373-CAP

THIS AUTHORITY is made 10<sup>th</sup> day of May 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 (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 (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 10 May 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<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>

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





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 99377-CAP

THIS AUTHORITY is made the 17 day of May 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 (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 cf. brunnea</i> (Canterbury gecko)</li></ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 17 May 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED] [REDACTED]

		Phone: s9(2)(a) [REDACTED]
5.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 99383-CAP

THIS AUTHORITY is made the 18 day of May 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 (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 (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 18 <sup>th</sup> May 2022 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED]

		<div>s9(2)(a)</div> <div></div> <div></div>
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or 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: 99389-FAU

**THIS AUTHORITY** is made this 15<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. 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, 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 Sheree Smith, Acting Operations Manager East Coast acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	Capture and release the following game bird species in their respective quantities <ul style="list-style-type: none"> <li>Up to 40 ring-necked pheasants (<i>Phasianus colchicus</i>) per annum</li> <li>Up to 50 mallard ducks (<i>Anas platyrhynchos</i>)</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a) And Employees of New Zealand Game Birds Limited
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 23 September 2022 and ending on and including 24 September 2032
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is:  s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is:  Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>



## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## SCHEDULE 3

### SPECIAL CONDITIONS

1. The birds are to only be held in captivity when being transferred to the holding and release sites.
2. The birds are to be released only on the property listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
3. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held. Cock pheasants in particular can kill other birds in the pens due to fighting and therefore there must be sufficient room and cover in the pens that allows the birds to perch, hide and take cover. Disease is always a threat to any birds who live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.
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 genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
9. The Authority Holder shall provide an annual report to the Grantor, the local Fish and Game Council 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 99275-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of the 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
10. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
11. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.



12. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
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(12) 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.
16. The Authority Holder must obtain birds from NZ Game Birds (Authority number 37980-CAP), if this authority number changes the Authority Holder must notify the Department immediately on [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)

**Banding:**

17. 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 stocktake by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
  - 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.

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