



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100448-CAP

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

Franz Josef Wildlife Centre 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 Wayne Costello, Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lydia Haigh

Witness Occupation: Permissions Advisor

Witness Address: 10 Sewell Street, Hokitika.



Department of Conservation
Te Papa Atawhai

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

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SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	a) Activity i. Hold protected wildlife listed in Schedule 1 (1b) in captivity for advocacy purposes. b) Species ii. North Island Brown Kiwi (<i>Apteryx mantelli</i>) c) Quantity iii. North Island Brown Kiwi - 2
2.	The Land (Schedule 2, clause 2)	Franz Josef Wildlife Centre 31 Cron Street Franz Josef /Waiau
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Registered and trained personnel authorised in writing by the Grantor or under the direct supervision of an accredited kiwi handler or kiwi handler trainer as specified in Condition 2, Schedule 3.
4.	Term (Schedule 2, clause 4)	10 years commencing and including 01 October 2022 and ending on and including 30 September 2032
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: Franz Josef Wildlife Centre 31 Cron Street Franz Josef 7886 New Zealand Phone: 03 752 0600 Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz



SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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.

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

2. What is being authorised?

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

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.

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

The Authority Holder may publish authorised research results.

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?

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?

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

5. What are the liabilities?

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.



Department of Conservation
Te Papa Atawhai

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.**

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?**

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?**

The Grantor may terminate or review and/or vary the conditions pertaining to 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.**

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?**

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.

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?**

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.



Department of Conservation
Te Papa Atawhai

10. Are there any Special Conditions?

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?

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

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SCHEDULE 3

SPECIAL CONDITIONS

General Special Conditions

1. This Authority gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authority. This includes any dead wildlife, live wildlife, any parts thereof, and any eggs or progeny of the wildlife.
2. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Department of Conservation or under direct supervision of an accredited kiwi handler trainer as set out in the Department of Conservation Best Practice Manual as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
3. The Authority Holder must ensure that there are two current accredited kiwi handler staff members in order to cover any absence of the other staff member. Should the Authority Holder have fewer than two current accredited kiwi handler staff members, they are to inform the local Department of Conservation office within 48 hours to ensure the welfare of the kiwi can be maintained.
4. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Co-ordinator and written permission of the Grantor.
5. If required in writing by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (including catching, handling and releasing), improvements to the said enclosures as are considered necessary by the Grantor, and take such other steps as directed to ensure the welfare of the birds.
6. The Authority Holders must notify the Captive Co-ordinator and the Grantor within 48 hours of the death or discovery of the specimen and send the specimen to where the Grantor directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
7. The Authority Holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, agents, clients and invitees, as if the breach had been committed by the Authority Holder.



Holding Conditions

8. The Authority Holder must adhere to the most current Brown Kiwi (*Apteryx mantelli*) captive management programme, and Grantor-approved West Coast Wildlife Centre Advocacy Plan at all times and undertake the recommendations of the DOC approved Captive Co-ordinator of the protective species. Variations must be approved in writing by the Grantor.
9. All aspects of captive husbandry (including housing, security, furnishings and vegetation, lighting, health care, environmental hygiene and cleaning, behavioural needs, feeding standards, breeding requirements and record keeping) must meet the minimum standards outlined in the most current Brown Kiwi (*Apteryx mantelli*) husbandry manual (currently dated 2015: <https://www.kiwisforkiwi.org/wp-content/uploads/2016/01/2015-FINAL-Brown-Kiwi-Husbandry-Manual-updated.pdf>). This includes ensuring the nocturnal house photoperiod and off-display areas to temporarily hold kiwi follows the guidance in the most current husbandry manual.
10. The protected species must not be housed with any other species, except with the written permission of the Grantor.
11. The Authority Holder consents to audits being undertaken, to inspect the protected species, the facilities in which they are contained and adherence to the most current Brown Kiwi (*Apteryx mantelli*) husbandry manual. The Authority Holder must comply with any directions of the auditor to undertake inspection. The Grantor may recover costs of audits from the Authority Holder.
12. The Authority Holder must store any surplus material including egg shells, feathers and the remains of dead kiwi until such time as the Authority Holder has consulted with the Grantor and the Grantor has issued a direction relating to the future use and/or ultimate disposal of such material.
13. The Authority Holder must ensure that all personnel who handle and/or collect samples from kiwi have been approved in writing as accredited for these activities by the Department of Conservation or are under the direct supervision of an accredited kiwi handler trainer.
14. The Authority Holder must notify the Captive Co-ordinator and the Grantor of the death, escape or disappearance of any protected species held under this Authority.
15. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.



Transfer of species between captive facilities

16. Kiwi subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
17. The Authority Holder may only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:
 - a) The other person holds an Authority to keep the protected species in captivity; and
 - b) The transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
 - c) The transfer is to or from a DOC facility
18. The protected species and their progeny must not be release to the wild, unless directly instructed by the Grantor.
19. The Authority Holder must adhere to the current Grantor-approved Brown Kiwi (*Apteryx mantelli*) Captive Management Plan and undertake the transfer and/or release of kiwi according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.
20. The Authority Holder must notify the Grantor prior to relocation of the protected species to a new location.

Euthanasia

21. The Authority Holder must not euthanise any protected species unless the Authority Holder;
 - a) Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
 - b) Carries out euthanasia under directions of the Grantor.

Records and reporting

22. The Authority Holder must maintain and keep annual records detailing:
 - a) The number of individuals of the protected species in possession of the Holder
 - b) Any breeding attempts, births, health issues, deaths, transfers in and out; and
 - c) Any other information which the Grantor from time to time may require.
23. The Authority Holder must provide the Captive Co-ordinator and the Grantor (via permissionshamilton@doc.govt.nz and southwestland@doc.govt.nz by 30 June in each year a copy of these annual records in the annual report format as provided by the Captive Co-ordinator.



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

Authorisation Number: **100482-FAU**

THIS AUTHORITY is made this 9th day of September 2022

PARTIES:

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

AND

KiwiRail Holdings Limited (the Authority Holder)

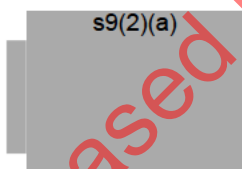
BACKGROUND

- 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 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

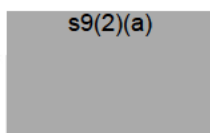
In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and **PERMITS** the Authority Holder pursuant to Part 3B of the Conservation Act 1987, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)


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.

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity:</p> <ul style="list-style-type: none"> i. To conduct surveys ii. To catch, measure and record iii. To hold iv. To kill v. To liberate vi. To monitor after liberation (if required) vii. Pest animal control at release site <p>b. Species</p> <ul style="list-style-type: none"> i. Copper skink (<i>Oligosoma aeneum</i>) ii. Ornate skink (<i>Oligosoma ornatum</i>) iii. Northern grass skink (<i>Oligosoma polychroma</i>) iv. Raukawa gecko (<i>Woodworthia maculata</i>) v. Any other species of NZ native lizard <p>c. Quantity</p> <ul style="list-style-type: none"> i. As many as can be captured and liberated <p>d. Method</p> <ul style="list-style-type: none"> i. Catching: <ul style="list-style-type: none"> a. Hand-searching b. Pitfall traps c. Supervision of clearance ii. Releasing: By-hand, into planted area nearby iii. Post-release monitoring (if required) iv. Pest control at release site. <p>Refer to section 1.1 in Schedule 3 (“Special Conditions”) for further detail on Activity, Species, Quantity and Methods.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p><u>Public Conservation Land</u>: Kaiwharawhara Point Marginal Strip (moveable Marginal Strip: recorded area 0.4807 hectares) on land parcels Sec 1 SO 36479 (WN41A/496) and Sec 1 SO 36490 (WN41A/495). The CTs both have a notation ‘subject to part 4A of the Conservation Act 1987’. (Release site -in part)</p> <p><u>Other land</u>: Adjacent, ‘hard-ground/modified land’ at Kaiwharawhara Point, to be cleared of vegetation and used for construction (Capture site).</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) (Herpetologist, Boffa Miskell Limited)</p> <p>Other suitably qualified ecologists from Boffa Miskell, under direct supervision of s9(2)(a)</p>
4.	<p>Term</p>	<p>Commencing on and including 12 September 2022 and ending on and including 11 September 2032 (10 years)</p>

	(Schedule 2, clause 4)	
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Level 1 Wellington Railway Station 2 Bunny Street Wellington 6140</p> <p>Phone: [REDACTED] s9(2)(a)</p> <p>Email: [REDACTED] s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</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

1.0 Adherence with Conditions

- 1.1 **The Authorised Activity shall be undertaken in accordance with the document ‘Wildlife Act Authority Application form 9’ (signed and dated 27/5/2022); the revised “Lizard Management Plan Prepared for KiwiRail Holdings Ltd: 29 August 2022 Attachment B1 – Wellington Ferry Terminal”, the planting plan supplied by Heather Wilkins of ‘wsp’ and dated 29 August 2022, and the standard “Hygiene Checklist”. The Authority Holder shall ensure that all persons operating under this Authority comply with its conditions. Where there is any contradiction between the documents, this Authority has priority.**

2.0 Incidentally kill wildlife

- 2.1 The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.

3.0 Salvage relocation and habitat enhancement

Where monitoring indicates that the relocation has been unsuccessful, an investigation must be carried-out by the Authority Holder to determine the likely cause(s), followed by amended lizard management actions where these are practicable. Such actions will be determined in consultation with the Grantor but may include one or more of the following:

- Further long-term monitoring (in the event that after five years of monitoring, it is unclear whether the relocation has been successful.
- Additional site enhancements: for example plantings, and/or an increase in pest control
- Habitat enhancement at another location, if enhancement at this site is not likely to add value; and/or
- Compensation in the form of a donation to a lizard research or management fund.

4.0 Release 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) where habitat for that species of wildlife has, if considered necessary, been enhanced and/or approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species, providing protection from predators (e.g. logs and stumps), or long-term predator control; and

- d. into release site(s) where the site has long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).

5.0 Death of Wildlife Associated with Activities Covered by the Authority

- 5.1 If any lizards should die during the Authorised Activity, the Authority Holder must:
 - a. Inform the Grantor within three (3) days and *if requested by the Grantor*;
 - b. Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - c. Send the body to Massey University Wildlife Post-Mortem Service for necropsy **along with details of the animal's history**;
 - d. Pay for any costs incurred in investigation of the death of any lizard covered under this Authority; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

6.0 Euthanasia

- 6.1 The Authority Holder must not euthanise any wildlife unless:
 - a. The Authority Holder obtains authority from the Grantor; or
 - b. A veterinarian recommends euthanasia on animal welfare grounds; or
 - c. The Authority Holder euthanises the wildlife under direction from the Grantor.

7.0 Parts or Derivatives of Dead Specimens

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

8.0 Reporting and monitoring

- 8.1 Within two (2) months of the completion of the lizard relocation; the Authority Holder must provide a report to the Grantor. This report must be electronically forwarded to the Grantor at wellington@doc.govt.nz and permissionshamilton@doc.govt.nz, citing Authority Number 100482-FAU. Each report must include:
 - a. the species and number of any animals collected and released;
 - b. the GPS locations (or a detailed map) of the collection points and release points;
 - c. results of all surveys, monitoring or research.
- 8.2 Lizard monitoring will be tailored to the number of lizards salvaged. The following lizard numbers will serve as triggers for additional mitigation beyond lizard salvage:
 - Less than or equal to 20 individuals of any species potentially present will result in no post-release lizard monitoring

- If over 20 individuals are captured and relocated to the release site; a post-release monitoring plan will be prepared by a suitably-qualified ecologist, in accordance with the contents of Section 4.2.4 of the Lizard management Plan dated 29 August 2022, then approved by the Grantor. This post release monitoring will be carried-out annually in Summer (December to February inclusive) for five summers, commencing in Summer 2022/23.
- 8.3 Pest animal management will be carried-out for the full ten-year term of this Authority. The details of the programme will be determined according to perceived need, and in **consultation with the Grantor's Kapiti-Wellington Office**
- 8.4 Annual monitoring reports (if they are required) must be electronically forwarded to the Grantor at wellington@doc.govt.nz and, permissionshamilton@doc.govt.nz citing Authority Number 100482-FAU.
- 8.5 The Authority Holder acknowledges that the Grantor may provide copies of the reports referred-to in 8.1 and 8.4 above, to tangata whenua and the general public if requested.
- 8.6 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.
- 9.0 Lizard Capture
- 9.1 Capture and handling of lizards must only involve techniques that minimise the risk of infection or injury to the animal.
- 9.2 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox: <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
- 9.3 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear must be thoroughly cleaned and dried between sites.
- 9.4 The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag), and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 9.5 **'Plague skinks' will be humanely euthanised.**
- 9.6 The Kapiti Wellington DOC Operations Manager is to be contacted as soon as possible for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. 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.

- 9.7 Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.

10.0 Property of the Crown

- 10.1 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.

11.0 Private Land

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

12.0 Termination

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

13.0 Myrtle Rust Biosecurity

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

- a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag
- b. Tie and spray the outside of the bag;
- c. Mist spray other clothing being worn;
- d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
- e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

14.0 Didymo biosecurity

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

15.0 Iwi Involvement

- 14.1 **The Authority Holder and its Agent, 'Boffa Miskell' should continue to keep local iwi actively involved in the Authorised Activity, through regular hui, reporting, and opportunities to join-in with authorised field activities.**
- 14.2 **The Authority holder and its Agent, 'Boffa Miskell' should, where possible and practicable, follow the guidance and cultural practice/tikanga of local iwi.**

APPENDIX 1:

Revised Lizard Management Plan (dated 29 August 2022)


Attachment 1_Kaiw
harawharaPoint_Liz:

APPENDIX 2:

Notes from s9(2)(a) of 'wsp' on recommended Landscape Planting



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100518-FAU

THIS AUTHORITY is made this 15th day of September 2022

PARTIES:

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

AND

Christchurch City Council (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

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

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Taking or killing of the following species: <ul style="list-style-type: none"> Southern Grass Skink (<i>Pseudemoia entecasteauxii</i>) McCann's Skink (<i>Oligosoma maccanni</i>)
2.	The Land (Schedule 2, clause 2)	Wastewater Oxidation Ponds, Bromley, Christchurch
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Employees of Christchurch City Council
4.	Term (Schedule 2, clause 4)	Commencing on and including 15 th September 2022 and ending on and including 30 th April 2025
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 53 Hereford Street Christchurch Central Christchurch 8154 New Zealand Phone: 03 941 8999 Email: Marie.Holland@ccc.govt.nz
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

- 1 Adhere to approved application
 - 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled “Lizard Management Plan -CWTP Oxidation Ponds_2022”** and dated April 2022, as submitted in their updated Wildlife Application.
 - 1.2 The Authority Holder is responsible for the acts and omissions of its employees, contractors or agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.
- 2 Handling and killing of lizards
 - 2.1 Lizard killing, handling and relocation should be undertaken at a suitable time of year, September – April, when lizards are active.
- 3 Euthanasia
 - 3.1 If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact a registered veterinarian to get advice on management of the lizard.
- 4 Habitat enhancement and mitigation
 - 4.1 The Authority Holder must perform actions of habitat enhancement and other mitigation as set out in the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
- 5 Lizard Salvage Reporting
 - 5.1 A report is to be submitted in writing to the Permissions team (permissionshamilton@doc.govt.nz) and local office (christchurchvc@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
 - a. the permission number; and
 - b. the species and number of any animals collected, released, or found dead; and
 - c. results of all surveys, monitoring or research; and
 - d. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
 - 5.2 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100519-FAU

THIS AUTHORITY is made this 26th day of October 2022

PARTIES:

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

AND

Thomas Patrick Cooney (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 Dion Patterson, Operations Manager (Acting)
Waikato acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	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"> Up to 30 ring-necked pheasants (<i>Phasianus colchicus</i>) per annum Up to 250 mallard ducks (<i>Anas platyrhynchos</i>)
2.	The Land (Schedule 2, clause 2)	308 Whitehall Road, Karapiro 3496
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 28 October 2022 and ending on and including 27 October 2027
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. 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) 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.
2. The birds are to only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
4. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.

5. All birds shall be released with unclipped wings.
6. 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.
7. 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.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
10. 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 & to the Grantor at 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
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
14. 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.
15. 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.
16. 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.
17. 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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100526-FAU

THIS AUTHORITY is made this 30th day of August 2022

PARTIES:

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

AND

Tony Stoddard (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 - Operations Manager,
Wellington District Office acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Nick Barnes

Witness Occupation: Community Ranger

Witness Address: 13B Wall Pl Kenepuru

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"> i. To obtain (rescue) and hold alive absolutely protected wildlife, as listed in Schedule 4 ii. To transport / release all absolutely protected wildlife, as listed in Schedule 4, to a registered veterinarian / authorised rehabilitation facility / animal zoo hospital for the purpose of rehabilitation of sick/injured wildlife <p>b. Quantity –</p> <ul style="list-style-type: none"> i. Up to a maximum of 5 individuals at any one time <p>c. Method –</p> <ul style="list-style-type: none"> i. Obtain alive <ul style="list-style-type: none"> a. From members of the public / private property b. From the road
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>34A Kenneth Gillies Way, RD 2, Upper Hutt 5372</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 30 August 2022 and ending on and including 29 August 2032</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Wildlife remains property of the Crown

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder cannot sell the wildlife.

General

2. The Authorised Activity must be undertaken in accordance with the application received and dated 3 June 2022.
3. The Authority Holder must ensure that all birds 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 transportation to a rehabilitation facility or veterinarian.
4. 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 Wild City Neighbours [Wild City Neighbours: a guide to native bird rehabilitation \(doc.govt.nz\)](https://www.doc.govt.nz/doc.govt.nz/wild-city-neighbours-a-guide-to-native-bird-rehabilitation)
5. 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.
6. Wildlife (includes live, dead, any parts of such and any eggs or progeny) subject to this Authority are not to be transferred to any other person except as provided for in this Authority.

Captive holding and transport for rehabilitation purposes

7. The activity is a quick rescue (occasional overnight care if after hours) and all injured or sick wildlife (birds) must be transported to an authorised rehabilitation facility, animal zoo hospital or registered veterinarian for treatment.
8. Wildlife held for rehabilitation shall not be displayed to the public.
9. The Authority Holder must keep the protected species at [REDACTED] s9(2)(a) [REDACTED], and this authority will be valid and effective at that address only.
10. The Authority Holder must notify the Department of Conservation prior to relocating the protected species to a new address and apply for a new authority to hold the protected species at that new address.
11. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
12. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by

the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.

Records and Reporting

13. The Authority Holder must maintain annual records which detail the number and species of protected species captured, held, or transported during the previous 12 months and where they were delivered to. The Authority Holder must submit to permissions@doc.govt.nz by 30 June in each year a copy of these annual records.
14. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
15. The Authority Holder consents to any officer of the Grantor entering the Authority **Holder's property at any reasonable time, including any time after the expiry or** termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
16. The Authority Holder must notify the Grantor within 24 hours of the death, escape or disappearance of any protected species held under this Authority, with full details of situation, date of death / escape / disappearance.
17. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rescue.

Media

18. 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 rescue. Only authorised personnel may handle the wildlife and only for the purpose of rescue.
19. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rescue operation i.e., that wildlife is captured, held, and transported with permission from the Grantor.

Euthanasia

20. The Authority Holder must not euthanise any protected wildlife unless a veterinarian recommends euthanasia on animal welfare grounds or under direction from the Grantor.

Variations

21. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions Team where the original authorisation was processed.

SCHEDULE 4

Absolutely Protected Wildlife (alive) subject to this Agreement

Species name	Scientific name
Kereru	<i>Hemiphaga novaeseelandiae</i>
Ruru	<i>Ninox novaeseelandiae</i>
Kaka	<i>Nestor meridionalis</i>

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 100533-CAP

THIS AUTHORITY is made the 18th 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 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 18 th June 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p>

		Email: s9(2)(a)
5.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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

Authorisation Number: 100542-FAU

THIS AUTHORITY is made this 27 day of October 2022

PARTIES:

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

AND

Aurora Energy 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 (taking or killing of wildlife for certain purposes)

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

s9(2)(a)

SIGNED on behalf of the Grantor by David Butt, Operations Manager Wakatipu acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Catch alive, liberate and kill <ul style="list-style-type: none"> • McCann's skink (<i>Oligosoma maccanni</i>)
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: <ul style="list-style-type: none"> • Lepidium Kawarau Habitat (Stewardship Area) • Arrow River Marginal Strip
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ol style="list-style-type: none"> 1. Kill activity will be undertaken by staff of Aurora Energy Limited. 2. Catch alive and liberation activities to be undertaken by: <ol style="list-style-type: none"> a. s9(2)(a) of Wildlands Consultancy Ltd b. Personnel who have been directly trained by s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 November 2022 and ending on and including 1 May 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>10 Halsey St Dunedin Central Dunedin 9054 New Zealand</p> <p>Phone: 0800 22 00 05</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 **The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times (www.leavenotrace.org.nz).**
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
6. What are the liabilities?
- 6.1 The **Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.**
- 6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the **Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.**
- 6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.
7. **What about compliance with legislation and Grantor’s notices and directions?**
- 7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
8. Are there limitations on public access and closure?
- 8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.
9. When can the Authority be terminated?
- 9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
 - (b) **in the Grantor’s opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**

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

SCHEDULE 3

SPECIAL CONDITIONS

1 Adhere to approved application

1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled **“Lizard Management Plan For Power Pole Replacement at Chard Farm, Otago” and dated May 2022**, as submitted in their wildlife application.

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

2 Mitigation Conditions

2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 **using methods described in the lizard management plan titled “Lizard Management Plan for Power Pole Replacement at Chard Farm, Otago” and dated May 2022**, as submitted in their wildlife application.

3 Killing wildlife

3.1 The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.

4 Salvage relocation and habitat enhancement

4.1 The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

4.2 DOC Queenstown Office at queenstown@doc.govt.nz is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development or within the release site. A separate application to kill non-authorized species will be required.

5 Ownership of absolutely protected wildlife

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

5.2 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.

6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
 - 6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
 - 6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
 - 6.4 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/>
 - 6.5 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.
 - 6.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
 - 6.7 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
 - 6.8 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
 - 6.9 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.
 - 6.10 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.
- 7 Death of wildlife associated with salvage activities
 - 7.1 If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor within 24 hours; and
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
 - c. send the body to Massey University Wildlife Post Mortem Service for **necropsy, along with details of the animal's history; and**
 - d. pay for any costs incurred in investigation of the death of any lizard; and
 - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
 - 8 Euthanasia

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

9 Lizard Salvage Reporting

- 9.1 A report is to be submitted in writing to the DOC Queenstown Office, queenstown@doc.govt.nz by 30 June 2023, 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.
- 9.2 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.

10 Compensation

- 10.1 **In the event that >20 individuals of McCann's skink are released into the Lepidium Kawarau Conservation Area**, there will also be a report for the project implemented by the compensation funding

11 Protection of endangered plant species

- 11.1 Personnel should take care when walking through areas with *Lepidium sisymbrioides* records to ensure this species is not trampled. See records and coordinates in Appendix 1
- 11.2 No rock mounds are to be created on top of native plant species
- 11.3 No cutting of branches or removal of leaves from plant species classified as Threatened or At Risk when creating cover for released lizards.



c

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100547-CAP

THIS AUTHORITY is made this 14th day of October 2022

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 and in exercise of the Grantor's powers the Minister **AGREES** that the Holder may conduct research work, to further the collection and dissemination of information, pursuant to Sections 41(1)(d), 41(2)(d) 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 Moana Smith-Dunlop
Operations Manager, Palmerston North District Office
acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Chelsea Kenny

Witness Occupation: Ranger

Witness Address: 28 North Street, Palmerston North

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"> a. obtain alive the absolutely protected wildlife listed under Schedule 4 for the purpose of researching the treatment of coccidiosis in Kiwi b. catch alive the absolutely protected wildlife listed under Schedule 4 for the purpose of researching the treatment of coccidiosis in Kiwi c. have in possession the absolutely protected wildlife under Schedule 4 d. mark the absolutely protected wildlife listed under Schedule 4 for the purpose of distinguishing any wildlife <p>2. Method –</p> <ul style="list-style-type: none"> a. Catch alive by hand b. Mark with plastic flat coil leg colour bands
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>1. catch alive and have in possession</p> <ul style="list-style-type: none"> a. Wildbase Recovery Centre, Massey University, The Esplanade, Palmerston North 4410
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>1. obtain alive, catch alive and have in possession</p> <ul style="list-style-type: none"> a. s9(2)(a)
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 14 October 2022 and ending on and including 13 October 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p>Email: s9(2)(a)</p>

6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to obtain alive, catch alive, have in possession and mark absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder must undertake the authorised activities in accordance with the research project titled "*Coccidiosis in kiwi: Diagnostics and therapeutics*" and all appendices and any subsequent amendments made, which were submitted to the Grantor to obtain this Authority.
4. The research project and all appendices and any subsequent amendments are incorporated into and form part of this Authority and are attached as Schedule 5.
5. For the avoidance of doubt where anything in Schedule 5 conflicts with the terms and conditions of this Authority, the Authority prevails.
6. The Authority Holder must obtain alive all wildlife from the National Kiwi Hatchery Aotearoa, 192 Fairy Springs Road, Fairy Springs, Rotorua 3015.
7. Pursuant to sections 41 (1)(d) and 41(2)(d) of the Wildlife Act 1953, the Grantor agrees to the Authority Holder obtaining and possessing, on the **Grantor's behalf**:
 - a. blood specimens taken from adult Brown kiwi at Willowbank Wildlife Reserve, 60 Hussey Road, Northwood, Christchurch 8051
 - b. blood specimens taken from the wildlife had in possession under this Authority
8. The specimens referred to at Schedule 3.7 a-b:
 - a. must be taken for the purpose of analysis
 - b. **may be held in the Authority Holder's possession for so long as is necessary to complete the research**
 - c. notwithstanding Schedule 3.2, may be transferred to Massey University, Palmerston North for analysis
 - d. must, where applicable, be taken as per the methods prescribed in the **Department of Conservation 'Sampling Avian Blood and Feathers and Reptilian Tissue Standard Operating Procedure'** **provided to the Authority Holder by the Grantor on the granting of this Authority**
 - e. must, if surplus specimens exist, be disposed of in the waste disposal system at Massey University, Palmerston North
9. Notwithstanding Schedule 3.2, the Authority Holder is Authorised to transfer all wildlife obtained alive and had in possession to the Westshore Wildlife Reserve, 1 Watchman Road, Westshore, Napier 4110 when the research on the wildlife is completed.

10. The Authority Holder is responsible for assigning drivers to transport the wildlife under Schedule 3.6 and Schedule 3.9. For the avoidance of doubt, no drivers are Authorised to catch alive or handle the wildlife for the purpose of transportation.
11. If the Authority Holder intends requesting additional personnel for Authorisation under Schedule 2.3.1, **the Authority Holder must email this request to the Grantor's** Palmerston North District Office at manawatu@doc.govt.nz.
12. In the correspondence requesting additional personnel for Authorisation, the Authority Holder must submit to the Grantor, the names, qualifications and experience of the proposed personnel and must cite Authority number 100547-CAP when making such request.
13. The Grantor will consider the request made under Schedule 3.11-12 and will provide the Authority Holder with a determination in writing. The Grantor gives no guarantee that Authorisation will be granted.
14. The Authority Holder must notify the **Grantor's Banding Office** (bandingoffice@doc.govt.nz) prior to transferring the wildlife and when making such **notification, must request the Grantor's** Banding Office provide the forms to complete for the FALCON database for relocating Kiwi.
15. All bands must be removed from the wildlife prior to transfer to the facility identified under Schedule 3.9.
16. By acting under this Authority, the Authority Holder agrees that:
 - a. upon completion of the Authorised Activity, termination or surrender of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz
 - b. A final report must be submitted within one month of its completion and contain the following:
 - i. the Authority Number [100547-CAP]; and
 - ii. a summary of research findings; and
 - iii. any implications for conservation management; and

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

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

SCHEDULE 4

Common name	Scientific name
1. Brown kiwi	<i>Apteryx mantelli</i>

Released under the Official Information Act



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 100547-CAP

THIS DEED OF VARIATION OF AN AUTHORITY is made this 24th day of November 2022

PARTIES:

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

AND

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

BACKGROUND

- (i) By an Authorisation dated the 14th day of October 2022 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- (ii) The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

(iii) Variation

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

- (i) Clause 9 of Schedule 3 is deleted and replaced with:
 - “**Notwithstanding Schedule 3.2**, the Authority Holder is Authorised to transfer all wildlife obtained alive and had in possession, when the research on the wildlife is completed, to:
 - a. at first instance, Westshore Wildlife Reserve, 1 Watchman Road, Westshore, Napier 4110; or,
 - b. if the facility under clause 3.9(a) is unable to receive the wildlife, Cape Sanctuary, 446 Clifton Road, Te Awanga 4180; or,
 - c. if the facility under clause 3.9(b) is unable to receive the wildlife, any other facility approved by the Operation Nest Egg Brown kiwi co-ordinator”

(iv) Confirmation of other Authority Covenants

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

s9(2)(a)

SIGNED on behalf of the Grantor by Kelly Hancock, Acting Operations Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: *Chelsea Kenny*

Witness Occupation: *Ranger*

Witness Address: 28 North Street, Palmerston North

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



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 100631-CAP

THIS AUTHORITY is made 5th day of July 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 5 July 2022 and ending on and including 30 th October 2025

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

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).
- 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).
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).
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).
- 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).
- 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 31st 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: 100645-FAU

THIS AUTHORITY is made this 17th day of October 2022

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush, Operations Manager Auckland 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"> a. to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of monitoring b. to attach CTT lifetag units attached with glue to tail feathers (Tieke, Tui and Bellbird) or standard backpack harness with weak-link built in (Tui and Bellbird) c. To mark using metal bands <p>b) Species –</p> <ul style="list-style-type: none"> a. Tui (<i>Prothemadera novaeseelandiae</i>) b. Bellbird (<i>Anthornis melanura</i>) c. Tieke (<i>Philesturnus rufater</i>) <p>c) Quantity –</p> <ul style="list-style-type: none"> a. No more than 50% of each species at each location at any given time b. Quantity as authorised by the Department after 1 year, as detailed in Schedule 3, clause 4.3 <p>d) Method –</p> <ul style="list-style-type: none"> a. Using standard mist netting techniques
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> i. Tawharanui Regional Park ii. Shakespear Regional Park
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> i. s9(2)(a) ii. [REDACTED] iii. [REDACTED] iv. Additional experienced team members supervised by the above personnel
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 October 2022 and ending on and including 30 September 2027</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>School of Natural Sciences Massey University Private Bag 102904 Auckland 0745 New Zealand</p> <p>Phone: s9(2)(a) [REDACTED]</p>

6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Ownership of Protected Wildlife

- 1.1 This Authorisation gives the Authority Holder the right to catch alive and mark certain 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.
- 1.2 Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

2. Banding

- 2.1. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Banding Scheme Bird Bander's Manual**.
- 2.2. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 2.3. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
- 2.4. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 2.5. If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 2.6. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band 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/>)
- 2.7. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
- 2.8. A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision, but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator. All operators capturing or marking birds must be registered with the NZNBBS.

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

3. Mist-netting

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

4. Attachment of CTT lifetags

- 4.1. CTT lifetag devices (<0.4 g) may be attached in accordance with the application received, subject to the conditions outlined in Schedule 3.
- 4.2. No more than 50% of any given species in either locality may be marked using novel techniques (other than metal and colour bands) at any given time.
- 4.3. After 12 months the Authority Holder may submit a report detailing the adverse effects of this novel technique to the banding office (bandingoffice@doc.govt.nz) who may authorise, by a letter from the Department, an increase in the percentage of the populations on which this novel technique may be used.
- 4.4. The weight of the device plus harness on the bird should not exceed 3% of its body weight and should be positioned to minimise drag.
- 4.5. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
- 4.6. Every reasonable effort must be made to capture all individuals and remove attached devices during the last season of the project.
- 4.7. Attachment of devices (e.g. CTT Power or Life tags) using leg-loop or body harness attachments needs to be carried out according to a formal Animal Ethics Approval.
- 4.8. During the Authorised activity, any individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again.

4.9. A full report of the details of injury must be provided to the Grantor , to help develop best practice

5. Reporting

5.1. A final report must be submitted within one month of its completion and contain the following:

- a) the Authority Number 100645-FAU; and
- b) a summary of research findings; and
- c) any implications for conservation management; and
- d) detailed methods of CTT Lifetag use to help guide best practice protocols

6. Myrtle rust biosecurity

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

6.2 The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.

6.3 The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.

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

- a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
- b) If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
- c) Do not touch or try to collect samples as this may increase the spread of the disease.

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

- a) Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
- b) Tie and spray the outside of the bag;
- c) Mist spray other clothing being worn;

- d) Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc;
- e) Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.

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

7. Kauri Dieback Disease

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

8. Undertaking Fieldwork

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

- i. Auckland District Office: auckland@doc.govt.nz

8.2 If approached by members of the public while carrying out the Authorised Activity, the Authority Holder must provide an appropriate explanation why the Authorised Activity is taking place.

9. Termination

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

- i. Or for any other reason that the Grantor may decide.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 100703-FAU

THIS AUTHORITY is made this 20th day of October 2022

PARTIES:

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

AND

Bellgrove Rangiora 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 Andy Thompson, Operations Manager Mahaanui, acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature: Clara Wilson, Permissions Advisor, Hamilton.

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

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"> Catch alive, temporarily hold in possession, and liberate absolutely protected wildlife. Kill absolutely protected wildlife, incidentally as result of unsuccessful salvage. <p>Species –</p> <ul style="list-style-type: none"> Canterbury grass skink, <i>Oligosoma</i> aff. <i>polychroma</i> (clade 4) <p>Methods and quantities –</p> <ul style="list-style-type: none"> As described in the Lizard Management Plan titled “Lizard Management Plan for Bellgrove Subdivision, V3 FINAL” attached to Schedule 4 of this Authority. <p>Purpose –</p> <ul style="list-style-type: none"> For the purpose of wildlife protection, to reduce lizard mortality associated with land development.
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source site: Bellgrove Rangiora Subdivision, 52 Kippenberger Avenue, Rangiora 7400 Release site: Dagnum Dryland Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>(a) s9(2)(a) (c) Any other suitably experienced person under the direct supervision of persons (a) or (b).</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 24 October 2022 and ending on and including 31 May 2030.</p>
5.	<p>Authority Holder’s address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: s9(2)(a) Email: sales@bellgrove.co.nz</p>
6.	<p>Grantor’s address for notices</p>	<p>The Grantor’s address for all correspondence is: Permissions Team Level 4, 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Adhere to approved application

1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled ***“Lizard Management Plan for Bellgrove Subdivision V3 FINAL”*** attached to Schedule 4 of this Authority.

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

2. Mitigation conditions

2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the application titled Lizard Management Plan titled ***“Lizard Management Plan for Bellgrove Subdivision V3 Final”*** attached to Schedule 4 of this Authority.

3. Killing wildlife

3.1 The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.

4. Salvage relocation and habitat enhancement

4.1 The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

4.2 The DOC Operations Manager for the Mahaanui District 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.

5. Ownership of absolutely protected wildlife

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

5.2 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.

6. Lizard capture and handling

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

6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September to May, when lizards are active, as advised by a suitably experienced herpetologist.

6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

6.4 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/>

6.5 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.

6.6 The Authority Holder must ensure all live capture traps, (e.g., pitfall traps and G-minnow traps), are checked at least every 24 hours.

6.7 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.

6.8 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.

7. Death of wildlife associated with salvage activities

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

8. Euthanasia

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

lizard(s) on recommendation of the Authorised Personnel listed under Schedule 1(3) or a veterinarian.

9. Lizard Salvage Reporting

9.1 A report is to be submitted in writing to the Mahaanui Operations Manager by 30 June each year for the life of this Authorisation summarising outcomes in accordance with the Lizard Management Plan. Reports shall be sent to mahaanui@doc.govt.nz and permissionshamilton@doc.govt.nz. 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 restoration planting; 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.

9.2 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.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 100723-CAP

THIS AUTHORITY is made day 1 August 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 1 August 2022 and ending on and including 30 th October 2025

4.	Authority Holder's 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.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz

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).
- 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).
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).
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).
- 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).
- 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 31st 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.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 100739-CAP

THIS AUTHORITY is made this 2nd day of August 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 2 August 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz

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).
- 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).
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).
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).
- 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).
- 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 31st 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: 100740-FAU

THIS AUTHORITY is made this 18th day of October 2022

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 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 District Office
Acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Laura Chartres

Witness Occupation: Community Supervisor

Witness Address: 24 Wellesley Street, Auckland 1010

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

SCHEDULE 1

1.	<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"> a. catch alive the absolutely protected wildlife listed under Schedule 4 for the purpose of research b. kill the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of eliminating the spread of disease among wild populations of the said wildlife c. have in possession <ul style="list-style-type: none"> i. the absolutely protected wildlife listed under Schedule 4 ii. the eggs of the absolutely protected wildlife listed under Schedule 4 <p>2. Quantity</p> <ul style="list-style-type: none"> a. catch alive - establishment experiments <ul style="list-style-type: none"> i. up to 30 individual males ii. up to 90 individual females b. have in possession <ul style="list-style-type: none"> i. up to 30 individual males ii. up to 90 individual females <p>3. Method</p> <ul style="list-style-type: none"> a. catch alive <ul style="list-style-type: none"> i. artificial covered objects ii. vials b. kill – as per Schedule 3.6-7
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>1. catch alive</p> <ul style="list-style-type: none"> a. Tara iti Golf Club Mangawhai 0975 <p>2. have in possession and kill</p> <ul style="list-style-type: none"> a. Animal Housing Level 4, IC Building Gate one Massey University (East Precinct) Albany Expressway State Highway 17 Albany Auckland 0632
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p></p> <p></p>

		s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 17 October 2022 and ending on and including 30 April 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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, have in possession, kill and absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authorised Activities must be undertaken for the purpose of research and in accordance with the application and any subsequent amendments made, received and approved by the Grantor in order to obtain this Authority.
4. The wildlife must not be held in possession for longer than fourteen (14) days.
5. The Authority Holder must kill all wildlife specimens and their eggs had in possession at the conclusion of the laboratory experiments. For the avoidance of doubt, the Authority Holder must not liberate into the wild, any of the wildlife had in possession under this Authority, or their offspring born in captivity or their eggs laid in captivity, at the conclusion of the laboratory experiments.
6. The Authority Holder must kill the wildlife and their eggs by placing them in a container and putting them in a freezer at minus eighty degrees Celsius for twenty-four hours, then pouring 95% ethanol into the container holding the wildlife and their eggs.
7. The Authority Holder must dispose of the dead wildlife and their eggs via the biowaste system at Massey University, Albany, Auckland.
8. Upon the completion of the Authorised Activities or the expiry or termination of this Authority, whichever comes first, the Authority Holder must forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed.
9. The final report referred to at Schedule 3.8 must be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 100740-FAU. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain the following:
 - a. any implications to conservation management
10. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

SCHEDULE 4

Common name	Scientific name
1.Red katipo spider	<i>Latrodectus katipo</i>

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 101781-CAP

THIS AUTHORITY is made this 10th day August 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 10 August 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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: 101834-CAP

THIS AUTHORITY is made this 15th day of August 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 15 August 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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: 102041-CAP

THIS AUTHORITY is made this 27th day of September 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 27 September 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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: 102069-CAP

THIS AUTHORITY is made the 27th day of September 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 27th September 2022 and ending on and including 30th October 2025
4.	Authority Holder’s 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.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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: 102237-CAP

THIS AUTHORITY is made 19th day of October 20222

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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 19 October 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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: 102238-CAP

THIS AUTHORITY is made 19th day of October 20222

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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 19 October 2022 and ending on and including 30 th October 2025
4.	Authority Holder’s 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.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz

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).
- 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).
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).
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).
- 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).
- 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 31st 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: 102299-CAP

THIS AUTHORITY is made the 3 day of November 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	<p>Commencing on and including 2 November 2022 and ending on and including 30 October 2025</p>
4.	Authority Holder’s 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> <div>s9(2)(a)</div> <div></div>
5.	Grantor's address 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: transactioncentre@doc.govt.nz or Email: doclizards@doc.govt.nz</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).
- 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).
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).
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).
- 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).
- 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 31st 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