



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

Authorisation Number: 81983-FAU

**THIS AUTHORITY** is made this 15<sup>th</sup> day of June 2020

**PARTIES:**

**The Director-General of Conservation** (the Grantor)

**AND**

**Taranaki Regional 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 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 **Gareth Hopkins**, Operations Manager – New Plymouth acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jacob Stenner

Witness Occupation: Senior Ranger/Supervisor Community

Witness Address: 55A Rima St, New Plymouth

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

**SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <p>i. To catch alive the absolutely protected wildlife specified under Schedule 4 of this Authority for the purpose of –</p> <p>A. Species survey</p> <p>b. Quantity –</p> <p>i. All lizards of The Land</p> <p>c. Method –</p> <p>i. To catch – by</p> <p>A. Artificial Cover Objects (ACOs),</p> <p>B. Pitfall traps,</p> <p>C. Funnel traps,</p> <p>D. Tracking tunnels, and</p> <p>E. Hand</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	Pukeiti, Taranaki Regional Garden
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. Halema Jamieson,</p> <p>s9(2)(a)</p> <p>d. all persons under the supervision of Halema Jamieson who have been adequately trained in lizard handling.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 June 2020 and ending on and including 31 May 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Taranaki Regional Council 47 Cloten Road Stratford, 4352</p> <p>Phone: 06 7657127 Email: <a href="mailto:halema.jamieson@trc.govt.nz">halema.jamieson@trc.govt.nz</a></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street, Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

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

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

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

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



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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch 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. The Authority Holder must ensure all capture and handling of lizards involves only techniques that minimise the risk of infection or injury to the animal.
3. 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/>
4. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
5. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
6. No live capture traps or Artificial Cover Objects are to be left out over winter if rodent levels are unknown or high.
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
8. The Authority Holder must ensure lizards are 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. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
10. The Authority Holder must be supervised by an experienced lizard handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.
11. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus. Current hygiene protocols will be provided to the Authority holder by the relevant Office when contacted in advance of intended survey visit.
12. The Authority Holder must ensure lizard handlers are suitably trained or supervised by an experienced herpetologist.

13. The locations of any absolutely protected or partially protected wildlife must be kept as confidential as reasonably practical.
14. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>) should die, the Authority Holder must:
  - a. inform the Grantor within 72 hours;
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
15. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
  - a. Number of lizards found and approximate location for each of these,
  - b. Copies of reports submitted to national databases
16. The Authority Holder must complete 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/>). These must be sent annually by 30 June to:

Herpetofauna  
Department of Conservation  
National Office  
PO Box 10420  
Wellington, 6143  
or  
[herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz)

## SCHEDULE 4

### APPROVED SPECIES

Common Name	Scientific Name
Goldstripe gecko	Woodworthia chysosiretica
Forest Gecko	Mokopirirakau granulatus
Brown skink	Oligosoma zelandicum
Ornate skink	Oligosoma ornatum
Copper skink	Oligosoma aeneum

Released under the Official Information Act





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

Authorisation Number: 81986-FAU

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

### PARTIES:

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

AND

Ngatapa Ecological Trust (the Authority Holder)

### BACKGROUND:

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

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Sections 53 and 56(1)(ab) of the Wildlife Act 1953, regulation 38 of the Wildlife Regulations 1955 and Section 38 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

\_\_\_\_\_  
Damian Coutts, Director - Operations  
acting under delegated authority in the presence of:

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

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

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

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

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><b>a. Activity</b></p> <ul style="list-style-type: none"> <li>i. Move kiwi eggs and chicks from Ngatapa Station to authorised kiwi-hatching facilities, for rearing</li> <li>ii. to liberate juvenile/sub-adult kiwi at Ngatapa Station, once they reach 1200 grams in weight</li> <li>iii. to mark kiwi for the purpose of distinguishing wildlife</li> <li>iv. to attach a transmitter to kiwi for subsequent tracking purposes.</li> </ul> <p><b>b. Species</b> Brown Kiwi (eastern taxa) <i>Apteryx mantelli</i></p> <p><b>c. Quantity:</b> Take eggs from up to 20 different males</p> <p><b>d. Method</b></p> <ul style="list-style-type: none"> <li>i. Collect, Catch alive, Transport</li> <li>ii. Liberate</li> <li>iii. Mark</li> <li>iv. Locate and re-capture</li> </ul> <p>All activities, species, quantities and methods will be as-described in Application Forms 11 and 11a, prepared by and on behalf of, the applicant; except where stated otherwise in this Authority.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source and Release site: Ngatapa Station: Central North Island. Area 9519 hectares. See application forms for full description and maps</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Other operators that comply with the Conditions listed in Schedule 3</p> <p>Any other individual accredited in writing as a kiwi handler by the Department of Conservation</p> <p>All kiwi dog work will be undertaken by certified kiwi dog(s) handlers only.</p>
4.	<p>Term</p>	<p>Commencing on and including 17 October 2020 and</p>

	(Schedule 2, clause 4)	ending on and including 16 October 2025 (five years)
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's physical address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	Grantor's address for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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



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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Authority Holder must ensure that all activities are confined to those described within the approved translocation proposal (Stages 1 and 2), except where specified otherwise, in this Authority document
2. Only kiwi eggs and chicks collected from nests from within the legal boundaries of Ngatapa Station may be transferred to an incubation facility for hatching and/or crèche site for rearing.
3. Transfers are only authorised to incubation facilities and/or crèche sites that have a current Wildlife Act Authority to undertake that activity.
4. All sub-adults will be released at when they reach at least 1200 g.

### Accreditation and Kiwi Best Practice

5. The Authority Holder must ensure that capture, handling, transmitter attachment, transponder insertion, taking samples, conducting Operation Nest Egg, holding, transfer, release, follows the **Department's Kiwi Best Practice Manual** as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
6. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler as per the Department of Conservation Kiwi Best Practice Manual provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
7. Catching and handling must only occur for the purpose of husbandry and/or health or transmitter checks.

### Marking kiwi

8. Transmitters may be attached to up to 20 kiwi. The combined transmitter AND attachment must weigh <2.5% of the body weight of kiwi < 300 g, <2% for kiwi weighing 300 - 650 g, <13 g for kiwi weighing 650 - 1500 g, and <26 g for kiwi weighing > 1500g. The Authority Holder must ensure that all handlers who attach transmitters have been approved as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as **set out in the Department's Kiwi Best Practice Manual**: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
9. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.
10. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 2 weeks of the conclusion of the Authority.

11. Transponders must be used on all released kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
12. If required by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds, including improvement of predator control.

### Standard Banding Conditions

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



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

#### Taking samples

22. This Authority permits the taking of pin-feathers only, from individual kiwi to form a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.

#### Dead kiwi

23. The Authority Holder must not euthanize any wildlife. The Authority Holder must obtain the recommendation of a suitably qualified veterinarian. Once consent is obtained, only a veterinarian experienced in kiwi euthanasia can conduct the euthanasia.

24. If any protected wildlife dies, the Authority Holder must:

- inform the Grantor within 48 hours
- chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours
- send the body to Wildbase at Massey University ([wildbase@massey.ac.nz](mailto:wildbase@massey.ac.nz); phone 06 350 4525) for necropsy along with details of the animal's history;
- pay for any costs incurred in investigation of the death of any kiwi; and
- If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

25. Kiwi (live and/or dead) must not to be transferred to any other institutions or location, outside of those specified in this authority. A separate authority will be required in conjunction with the consent of the Department.

#### Reporting

26. The Authority Holder must supply a report to the Grantor no later than 30 June of each year stipulating:

- The Authority Number [81986-FAU];
- Number of adults with transmitters and ID of each
- Number of eggs collected from wild from each adult male for season and in total since project began
- Number of egg/chick deaths at incubation facility and reason why (if known)
- Number of chicks released into crèche(s)
- Number of chick deaths in crèche(s) and reasons why (if known)
- Number of sub-adults released back in to the wild
- Number of offspring successfully released from each male since project began
- Outcomes from post-release monitoring (if any)
- Location of feather storage and details of genetic register
- Any other issues or comments from the past season e.g. disease

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

#### Property of the Crown

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

## Biosecurity General

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

## Didymo

29. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s **"Check, Clean, Dry"** cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry"** cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.
30. The Authority Holders must apply for a renewal of this Authority at least 3 months before its expiry.
31. Regular communication is required with regard to the locations and numbers of transmitted birds, release and capture events and general progress with operations.
32. This authority may be revoked without prior notice by the Grantor if any of the conditions contained in this document are breached or for any other reason that the Grantor may decide.

## Myrtle Rust Biosecurity

33. 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>.
34. 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.
35. 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.
36. 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.

37. 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.
38. 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.

Released under the Official Information Act



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

Authorisation Number: 81987-FAU

**THIS AUTHORITY** is made this 27<sup>th</sup> day of February 2020

### **PARTIES:**

**The Director-General of Conservation** (the Grantor)  
**AND**

**Dunedin 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 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 **Elizabeth Anne Wallace – Operations Manager, Coastal Otago** acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name:

*Katrina Thompson*

Witness Occupation:

*Community Ranger*

Witness Address:

*Otepoti Dunedin Office.*

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



# SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <p>i. To catch alive the absolutely protected wildlife specified under Schedule 4 of this Authority for the purpose of:</p> <p>A. Species survey</p> <p>b. Quantity –</p> <p>i. All lizards on The Land</p> <p>c. Method –</p> <p>i. To catch – by</p> <p>A. Artificial Cover Objects (ACOs)</p> <p>B. Hand</p> <p>C. Industry accepted methods as they are developed</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	Smooth Hill, Dunedin
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p> <p>d.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 March 2020 and ending on and including 28 February 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p><a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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,
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects; or
- (c) for any other reason that the Grantor may decide.

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch 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. The Authority Holder must ensure all capture and handling of lizards involves only techniques that minimise the risk of infection or injury to the animal.
3. 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/>
4. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
5. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
6. No live capture traps or Artificial Cover Objects are to be left out over winter if rodent levels are unknown or high.
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
8. The Authority Holder must ensure lizards are 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. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
10. The Authority Holder must be supervised by an experienced lizard handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.
11. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus. Current hygiene protocols will be provided to the Authority holder by the relevant Office when contacted in advance of intended survey visit.
12. The Authority Holder must ensure lizard handlers are suitably trained or supervised by an experienced herpetologist.



13. The locations of any absolutely protected or partially protected wildlife must be kept as confidential as reasonably practical
14. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>) should die, the Authority Holder must:
  - a. inform the Grantor within 72 hours;
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
15. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
  - a. Number of lizards found and approximate location for each of these,
  - b. Copies of reports submitted to national databases
16. The Authority Holder must complete 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/>). These must be sent annually by 30 June to:

Herpetofauna  
Department of Conservation  
National Office  
PO Box 10420  
Wellington, 6143  
or  
[herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz)



## SCHEDULE 4

### APPROVED SPECIES

Common Name	Scientific Name
Southern grass skink	<i>Oligosoma aff. polychrome</i>
McCann's skink	<i>Oligosoma Mccanni</i>
Jewelled gecko	<i>Naultinus gemmeus</i>
Korero gecko	<i>Woodworthia "Otago/ Southland large"</i>
Cryptic skink	<i>Oligosoma inconspicuum</i>
Green skink	<i>Oligosoma chloronoton</i>

Released under the Official Information Act



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

Authorisation Number: 82022-FAU

**THIS AUTHORITY** is made this 3<sup>rd</sup> day of November 2020

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Katharine Lane, Operations Manager, Auckland Inner Islands acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name and Occupation: Sarndra Theobald, Community Ranger

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	1. Activity: a. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 for the purpose of: i. monitoring 2. Method: a. catch and release by hand
2.	<b>The Land</b> (Schedule 2, clause 2)	Pakihi Island (privately owned)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 02 November 2020 and ending on and including 01 November 2030.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)      
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4

		73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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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 catch and release specified 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. Capture and handling of lizards must only involve techniques that minimise the risk of infection or injury to the animal. The Authorised Activity must only be undertaken by John McCallum, or by other Authorised Personnel listed in Schedule 1, Clause 3 provided that they undertake the Authorised Activity under the direct supervision of John McCallum.
4. Catch alive and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
5. The Authority Holder must 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 equipment should be thoroughly cleaned and dried between sites.
6. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
8. The Authorised Activity shall only be undertaken between the months of September - May unless:
  - a. otherwise advised in writing by a suitably experienced herpetologist; and
  - b. a copy of the advice is immediately made available to the Grantor.
9. If any lizards should die during the authorised activities of catch alive the Authority Holder must:
  - a. inform the Grantor within 72 hours;
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the lizard's history;
  - 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.

10. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact a veterinarian to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of a veterinarian.
11. The Authority Holder shall keep iwi (especially Ngai Tai ki Tamaki who have specifically requested this) informed by way of an annual email about what species are found on Pakihi Island during the Authorised Activity. The Authority Holder should email [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) and quote Authorisation Number: 82022-FAU to enquire about contact details for the relevant iwi.
12. The Authority Holder shall send in sightings data to the Herpetofauna Database and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) at regular intervals.

Released under the Official Information Act

## SCHEDULE 4

### Species

	Common name	Scientific name
1	Shore Skink	<i>Oligosoma smithi</i>
2	Copper Skink	<i>Oligosoma aeneum</i>
3	Ornate Skink	<i>Oligosoma ornatum</i>
4	Auckland Green Gecko	<i>Naultinus elegans</i>
5	Common Gecko	<i>Woodworthia maculata</i>
6	Forest Gecko	<i>Mokopirirakau granulatus</i>
7	Suter's Skink	<i>Oligosoma suteri</i>
8	Moko Skink	<i>Oligosoma moko</i>
9	Pacific Gecko	<i>Dactyloctenium pacificus</i>

Released under the Official Information Act



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

Authorisation Number: 82035-FAU

THIS AUTHORITY is made this 6 day of April 2021

### PARTIES:

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

AND

Taranaki Mounga Project 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:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53 and 56(1)(ab) of the Wildlife Act 1953, regulation 38 of the Wildlife Regulations 1955, Section 38 of the Conservation Act 1987 and Sections 51A and of the National Parks Act 1980, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



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

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Gareth Hopkins

Witness Occupation: Operations Manager,

Witness Address: 55A Rimu Street, New Plymouth 4312

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



## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p><b>a. Activity:</b></p> <ul style="list-style-type: none"> <li>i. to liberate sub-adult and adult kiwi at Egmont National Park;</li> <li>ii. to mark kiwi for the purpose of distinguishing wildlife; and</li> <li>iii. to attach transmitters to kiwi for subsequent tracking purposes.</li> </ul> <p><b>b. Species:</b></p> <p>Brown Kiwi - <i>Apteryx mantelli</i> (western taxon).</p> <p><b>c. Quantity:</b></p> <ul style="list-style-type: none"> <li>i. Up to 80 kiwi to go to Kaitake;</li> <li>ii. Up to 120 kiwi to go to Tarankai Mouna and Pouakai;</li> </ul> <p>The maximum numbers listed above are based on the proviso that monitoring is undertaken and is successful. If this is not the case then less kiwi will be authorised for release, see Schedule 3 for details.</p> <p><b>d. Methods:</b></p> <ul style="list-style-type: none"> <li>i. Collect, Catch alive, Transport;</li> <li>ii. Mark with transponders and transmitters;</li> <li>iii. Liberate; and</li> <li>iv. Locate and re-capture</li> </ul> <p>All activities, species, quantities and methods will be as described in Application Forms 11 and 11a, prepared by and on behalf of, the applicant; except where stated otherwise in this Authority.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source Sites:</p> <ul style="list-style-type: none"> <li>a) Taranaki Kohanga Kiwi at Rotokare (TKKR),</li> <li>b) As outlined in Authority (59978-CAP) Kiwis for kiwi</li> </ul> <p>Release Sites (see Appendix 1 for map details):</p> <p>Egmont National Park, specifically</p> <ul style="list-style-type: none"> <li>a) Taranaki Mouna and Pouakai</li> <li>b) Kaitake</li> </ul>

3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Any individual accredited in writing as a kiwi handler by the Department of Conservation.  All kiwi dog work will be undertaken by certified kiwi dog(s) handlers only.
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 April 2021 and ending on and including 31 March 2028
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is:  [REDACTED] [REDACTED] [REDACTED] [REDACTED]
6.	<b>Grantor's address</b> for notices	The Grantor's address for all correspondence is:  DOC Ngāmotu/New Plymouth Office 55A Rimu Street New Plymouth 4812 Email: <a href="mailto:newplymouth@doc.govt.nz">newplymouth@doc.govt.nz</a>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Translocation Details

1. The Authority Holder must ensure that all activities are confined to those described within the approved Stage 2 Translocation Proposal titled "*Translocation Proposal Application Form 11a – TMP kiwi translocations 2020 FINAL 1*" as submitted by the Authority Holder to the Grantor on 26<sup>th</sup> July 2020 (and saved to DOCCM-6385474) except where specified otherwise, in this Authority document.
2. If there is a conflict between the approved translocation proposal and the Department's Kiwi Best Practice Manual, the Kiwi Best Practice Manual will prevail.
3. Only kiwi sub-adults (weighing at least 1000-1200g) and adults collected from Taranaki Kiwi Kohanga at Rotokare (TKKR) and via Authority 59978-CAP (Kiwis for kiwi) may be transferred to Egmont National Park as shown in Appendix 1.
4. To maximise genetic diversity a higher proportion of kiwi must be sourced via Kiwis for kiwi than via TKKR. A minimum of 60 kiwi will be released to each site within 5 years of which at least 40 are not known to be related at each site, and provided this aligns with monitoring outcomes.
5. The Authority Holder must not transfer kiwi exhibiting any sign of illness or abnormality.
6. Kiwi subject to this Authority are not to be transferred to any other person or site except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
7. The Grantor may at any time terminate this Authority or may at any time review and/or vary the conditions pertaining to this Authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

#### Iwi involvement and tikanga

8. If any of the 'gifting' (source site) whānau/hāpu/iwi and/or 'receiving' (release site) whānau/hāpu/iwi have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.

#### Accreditation and Kiwi Best Practice

9. The Authority Holder must ensure that all persons who capture, handle, transmitter attachment, transponder insertion, taking samples, and holding have been approved in writing as accredited for these activities by the Grantor, or are under the direct

supervision of an accredited kiwi handler trainer as **set out in the Department's Kiwi Best Practice Manual** provided online at <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

## Marking kiwi

10. The Authority Holder must ensure that capture, handling, transmitter attachment, transponder insertion, taking samples, holding, transfer and release, follows the **Department's Kiwi Best Practice Manual** as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
11. Transmitters may be attached to up to 60 kiwi. The combined transmitter AND attachment must weigh <2.5% of the body weight of kiwi < 300 g, <2% for kiwi weighing 300 - 650 g, <13 g for kiwi weighing 650 - 1500 g, and <26 g for kiwi weighing > 1500g.
12. Transponders must be inserted in all kiwi released.
13. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.
14. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 2 weeks of the conclusion of the Authority.
15. If required in writing by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (including catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds, including improvement of predator control and the dog management plan.
16. Catching and handling must only occur for the purpose of husbandry and/or health or transmitter checks.

## Taking samples

17. This Authority permits the taking of pin-feathers from individual kiwi to form a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.
18. Blood, feather and/or tissue collection must be undertaken according to the methodologies set out in the **Department's Kiwi Best Practice Manual** provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>



## Wildlife Health Management

19. The Authority Holder must not euthanize any kiwi unless the Authority Holder:
  - o obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
  - o carries out the euthanasia under direction from the Grantor.
20. If any kiwi die, the Authority Holder must:
  - o inform the Grantor within 48 hours
  - o chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours
  - o send the body to Wildbase at Massey University ([wildbase@massey.ac.nz](mailto:wildbase@massey.ac.nz), phone 06 350 4525) for necropsy along with details of **the animal's** history;
  - o pay for any costs incurred in investigation of the death of any kiwi; and
  - o if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

## Translocation Reporting and Review

21. The Authority Holder must supply a monthly report with regard to the locations and numbers of translocated birds, release and capture events and general progress with operations to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).
22. The Authority Holder must supply an annual report to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) no later than 30 June of each year stipulating:
  - o The Authority Number [82035-FAU];
  - o Monitoring findings encompassing both threat management results (in particular ferret, stoat and dog records), and outcomes for kiwi;
  - o Any injuries or deaths resulting from implementation of the Authorised Activity;
  - o Details of any transmitters not able to be recovered
  - o Any implications for conservation management; and
  - o The location of the storage facility of any feathers collected and details of the genetic register

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

23. The Grantor will review results of the three-year monitoring program on an annual basis to determine if the next contingent of kiwi can be released. If the annual survival rate is less than 94% (Kaplan-Meir) and kiwi are killed via mustelid or dog predation the Grantor may require amendments to the translocation design and/or targets and predator control design in the approved Translocation Proposal before further transfers are approved.

Table 1. Number of kiwi released to each of the two sites over the 5 year period, where a total of 200 kiwi are released.

Year	Taranaki Mounga & Pouakai	Kaitake	Total kiwi per year
1*	14 (to help reach 20 tagged birds)	10	20
2*	10	10	20
3*	10	10	20
4	30+	25	55
5	30+	25	55
6	30 (if full number hasn't been released)		30
<b>Total kiwi released</b>	<b>120</b>	<b>80</b>	<b>200</b>

\*Monitoring of kiwi survival with at least 10 to 20 kiwi at each site in Year 1, aiming for 20 by Year 2 at each site.

24. Upon expiry of the Authority or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 82035-FAU.

#### Property of the Crown

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

#### Didymo

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

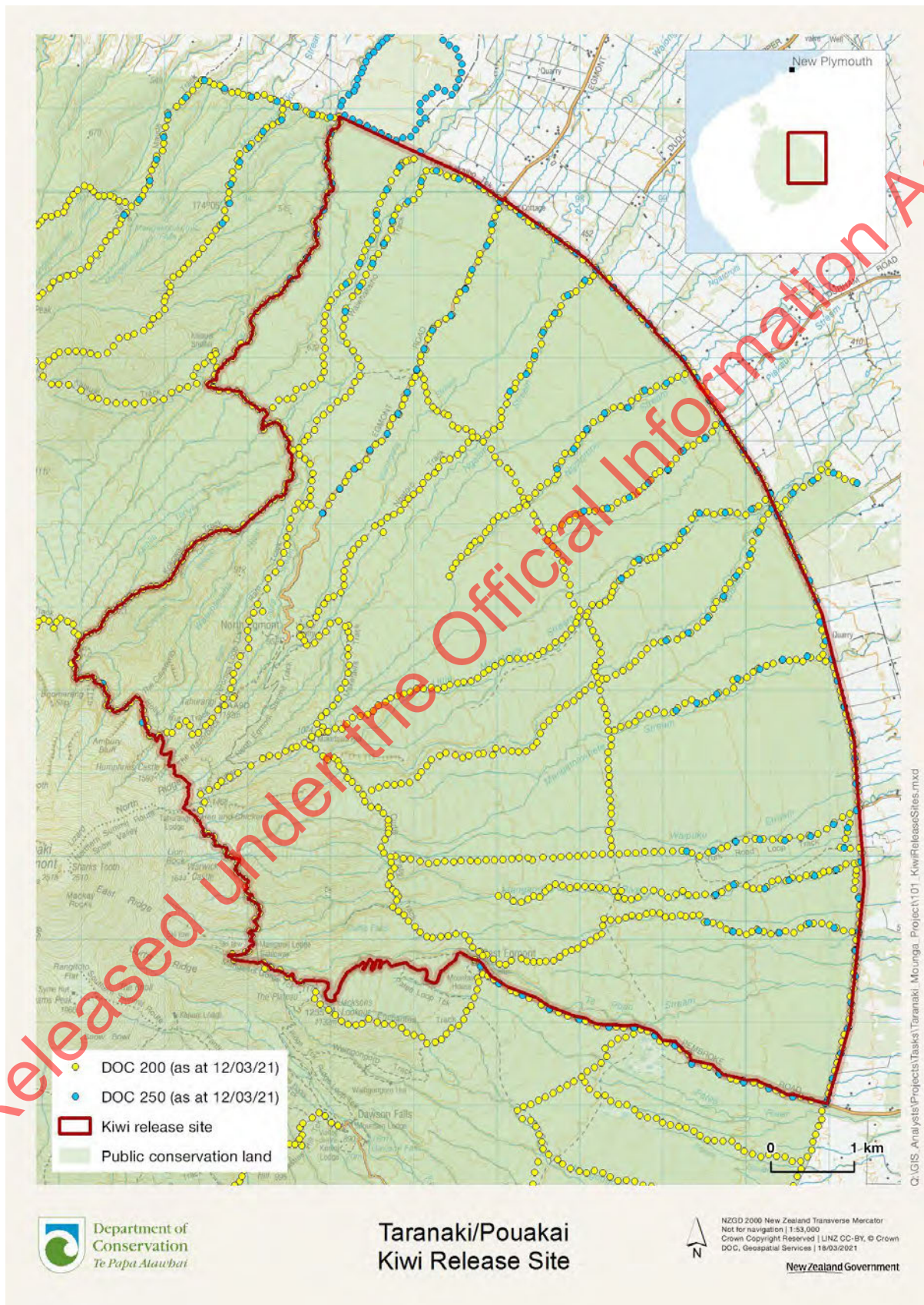
#### Myrtle Rust Biosecurity

27. 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>.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.



Appendix 1. Brown kiwi release sites in Egmont National Park, specifically 1) Taranaki Mouna and Pouakai, and 2) Kaitake.





NZGD 2000 New Zealand Transverse Mercator  
Not for navigation | 1:30,000  
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DOC, Geospatial Services | 18/03/2021

**New Zealand Government**



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

Authorisation Number: 82044-FAU

THIS AUTHORITY is made this                      day of                      2020

### PARTIES:

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

AND

NZ Transport Agency (NZTA) (the Authority Holder)

### BACKGROUND:

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

### OPERATIVE PARTS:

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

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart, Business Support Manager acting under delegated authority

in the presence of:



s9(2)(a)

Witness Signature

Witness Name: Georgia Rastovich

Witness Occupation: Statutory Support Officer/Project Coordinator

Witness Address: c/- L4, 73 Rostrevor Street, Hamilton 3204

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

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ol style="list-style-type: none"> <li>to catch alive and liberate: <ul style="list-style-type: none"> <li>Barking gecko <i>Naultinus punctatus</i></li> <li>Ngahere gecko <i>Mokopirirakau</i></li> <li>Raukawa gecko <i>Woodworthia maculatus</i></li> <li>Pacific gecko <i>Dactylocnemis</i></li> <li>Glossy brown skink <i>Oligosoma zelandicum</i></li> <li>Ornate skink <i>Oligosoma ornatum</i></li> <li>Northern grass skink <i>Oligosoma polychroma</i></li> </ul> </li> </ol> <p>for the purpose of species management in accordance with the Lizard Management Plan ("LMP") dated February 2020 titled "Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Lizard Management Plan" contained under Schedule 4 of this Authorisation, subject to Schedule 3.1</p> <ol style="list-style-type: none"> <li>to kill (euthanize) for animal welfare purposes</li> </ol> <p><u>Quantity:</u></p> <ol style="list-style-type: none"> <li>As required.</li> </ol> <p><u>Methodology:</u></p> <ol style="list-style-type: none"> <li>Catch alive <ol style="list-style-type: none"> <li>Daytime manual destructive habitat searches and salvaging</li> <li>Night spotlighting and salvaging</li> </ol> </li> </ol>
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2.	The Land (Schedule 2, clause 2)	Salvage site: Manawatu Gorge land (non-public conservation land)  Release sites: Manawatu Gorge Scenic Reserve or an area within the QEII covenant area as set out in the LMP
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. Project Ecologist, other ecologists and Project Environmental Manager subject to condition 1 of Schedule 3  b. Others under the direct supervision of the above authorised personnel.
4.	Term (Schedule 2, clause 4)	Commencing on and including 9 March 2020 and ending on and including 8 March 2023
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a) [Redacted] [Redacted] [Redacted]
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 3204 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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Authorised Personnel

1. The authorised personnel listed in clause 3 of Schedule 1 shall only be permitted to carry out activities under this authority once approved by the Grantor in consultation with Lynn Adams and Ilse Corkery.

#### Lizard Management Plan

2. The Lizard Management Plan **titled “Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Lizard Management Plan” annexed to this Authority as Schedule 4,** forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

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

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/> ) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the **animal's history**;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

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

#### Incidentally kill wildlife

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

7. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) on recommendation of a qualified herpetologist.

#### Salvage relocation and habitat enhancement

8. During wildlife salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact Kelly Hancock, DOC Community Ranger Manawatu District, on 027 590 9231. 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 the novel or Threatened species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.
9. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
10. The Authority Holder may temporary hold any of the salvaged wildlife in captivity prior to relocation.
11. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Lizard Management Plan at Schedule 4.
12. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.

#### Lizard Salvage Reporting

13. A report is to be submitted to [khancock@doc.govt.nz](mailto:khancock@doc.govt.nz) citing permission number 82044-FAU, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.

Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

## **SCHEDULE 4**

DOC Wildlife Authority Application – Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Lizard Management Plan dated February 2020 at [DOC-6230009](#). Will be printed out and attached to Authority.

Released under the Official Information Act



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

Authorisation Number: 82044-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 21 day of September 2020

### **PARTIES:**

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

**AND**

**NZ Transport Agency (NZTA)** (the Authority Holder)

### **BACKGROUND**

- A. By an Authorisation dated the 4th day of March 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

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

#### **1. Variation**

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

a) The Activity section of Clause 1 Schedule 1 is deleted and replaced with the following:  
Activity:

i. to catch alive and liberate:

- Barking gecko *Naultinus punctatus*
- Ngahere gecko *Mokopirirakau*
- Raukawa gecko *Woodworthia maculatus*
- Pacific gecko *Dactylocnemis*
- Glossy brown skink *Oligosoma zelandicum*
- Ornate skink *Oligosoma ornatum*
- Northern grass skink *Oligosoma polychroma*

for the purpose of species management in accordance with the Lizard Management Plan ("LMP") dated 21 July 2020 titled "Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Lizard Management Plan" contained under Schedule 4 of this Authorisation, subject to Schedule 3.1

ii. to kill (euthanize) for animal welfare purposes

b) Schedule 4 is amended as follows:

DOC Wildlife Authority Application – Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Lizard Management Plan dated 21 July 2020 at [DOC-6391864](#). Will be printed out and attached to Authority.

## 2. Confirmation of other Authority Covenants

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

## 3. Costs

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

s9(2)(a)

SIGNED on behalf of the Grantor by  
Moana Smith-Dunlop  
Manawatu Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Anna Atchley

Witness Occupation: Community Ranger

Witness Address: 25 North Street

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





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

Authorisation Number: 82063-FAU

**THIS AUTHORITY** is made this 9<sup>th</sup> day of September 2020

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. 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(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Kirsty Prior, Operations Manager  
Auckland District Office, acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sarndra Theobald

Witness Occupation: Community Ranger

Witness Address: Bledisloe House  
24 Wellesley Street  
Auckland

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>a. Activity – to catch alive and liberate the absolutely protected wildlife listed under Schedules 4-5 of this Authority for the purpose of pre-development survey and advisory as part of Auckland Council resource consent conditions related to lizard and frog mitigation</p> <p>b. Quantity – as many as possible</p> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i. pitfall traps</li> <li>ii. funnel traps</li> <li>iii. artificial retreats</li> </ul>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	All private land and Council land within the Auckland Region
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	s9(2)(a)
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	Commencing on and including 9 September 2020 and ending on and including 8 September 2025
5.	<p><b>Authority Holder's</b> address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p>

		Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. Schedule 2 clauses 2.2 is deleted and replaced with:  

“This Authority does not confer any right of access over any private land, leased land or any land owned or administered by a controlling authority. Any arrangements necessary for access over private land, leased land or public land administered by a controlling authority are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.”
2. This Authorisation gives the Authority Holder the right to catch alive and liberate absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The wildlife must only be handled by Personnel Authorised to undertake this activity.
5. Lizard capture and handling should be undertaken at a suitable time of year when lizards are active.
6. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
7. 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/>
8. 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.
9. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
10. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
11. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
12. The Authority Holder must adhere to the current national Frog Hygiene Protocol listed under Schedule 6 of this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.



13. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
  - a. Using the same marked access routes for access to the site.
  - b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
  - c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
14. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
  - a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
  - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
  - c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
  - d. New gloves and new bags should be used for each individual frog found.
15. If any wildlife should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor within 24 hours; chill the body if it can be delivered within 72 hours or freeze the body if delivery will take longer than 72 hours; and
  - b. at the Authority Holder's cost, 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 wildlife; and
  - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
16. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of each survey:
  - a. Number and type of species found, and the GPS coordinates for each of these; and
  - b. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and

- c. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
- 17. Schedule 2 clauses 5.1, 5.2, 5.3 and 8.1 are deleted.
- 18. 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".
- 19. A new clause 9.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor **may decide**".

Released under the Official Information Act

## SCHEDULE 4

Common name	Scientific name
1. Copper skink	<i>Oligosoma aeneum</i>
2. Ornate skink	<i>Oligosoma ornatum</i>
3. Elegant gecko	<i>Naultinus elegans</i>
5. Forest gecko	<i>Mokopirirakau granulatus</i>

Released under the Official Information Act

## SCHEDULE 5

Common name	Scientific name
1. <b>Hochstetter's frog</b>	<i>Leiopelma hochstetteri</i>

Released under the Official Information Act

## SCHEDULE 6

### Generic Frog Hygiene and Handling Protocol

#### **Background/aims:**

- To minimise any possible spread of chytrid fungus and other pathogens to, within and/or between monitoring sites
- To avoid artificially increasing contact between frogs
- To implement the highest level of hygiene protocol that is effective and practicable in the field

#### **Principles:**

- Contamination can be managed/reduced through hygiene.
- New or disposable equipment is not a source of infection.
- Use of disinfectants will kill zoospores on equipment and clothing.
- Use of disinfectants will kill zoospores on footwear which has been first scrubbed clean to remove dirt.
- New or disinfected equipment/clothing/footwear should be used at every new site.
- New or disinfected equipment should be used for each frog, where practicable.

#### **Protocol:**

##### **Site hygiene:**

- All footwear, packs, rainwear and gaiters must be cleaned, disinfected (see Table 1) and dried between sites.
- All clothing must be freshly laundered using hot water or Trigene (including outer clothing) between sites.
- All frog handling/measuring equipment must be disinfected between sites.
- Footwear and gaiters must be cleaned and disinfected at the point of entry to a frog field site.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.

##### **Frog handling hygiene:**

- A new glove(s) must be used for catching and handling each frog (the same glove can be re-used on the same frog if that glove remains isolated from other frogs and/or their body fluid).
- Each frog must be held in a separate plastic bag (one plastic bag is used per capture and then disposed of).
- Each frog must be weighed and measured in the plastic bag.
- If frogs are too small to be measured then callipers should be disinfected between frogs using alcohol wipes (air dry before measuring next frog)
- A new stage platform cover must be used for photographing each frog.
- All stage platform covers must be soaked in 70% ethanol for 30 minutes and air dried between frogs.

- covers are disinfected daily, sufficient covers must be available for each night so that a clean one can be used for each frog
  - if there are not sufficient covers then they must be cleaned with alcohol wipes and air dried between frogs
- The mirror stage must be disinfected with either 70% ethanol (and air dried) or TriGene or similar product (rinsed thoroughly and air dried) between sites, and wiped with alcohol wipes or 70 % ethanol between successive nights at the same site.
- Minimise handling time to reduce stress and to avoid side effects of stress.
- Sick or dead frogs should be collected and held separately from all other frogs until delivered to the appropriate recipient. All equipment should be thoroughly cleaned and disinfected after use.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.

Released under the Official Information Act

Table 1: Disinfection strategies for frog field studies (minimum times and concentrations)

Purpose	Disinfectant	Concentration	Time	Pathogen killed	Rinse required
Disinfecting cloth (e.g. clothing, cloth bags)	Trigene	50mL per 4.5 kg laundry load (do not use detergent, do not overfill)	Normal wash time	Chytrid Ranavirus	Yes
	Hot Wash and complete drying	60°C or greater	15 minutes	chytrid	No
Disinfecting footwear	Sodium hypochlorite (bleach)	1%	1 minute	chytrid	Yes
		4%	15 minutes	ranavirus	Yes
	Trigene	1%	1 minute	chytrid ranavirus?	Yes
	F10	1%	1 minute	chytrid ranavirus?	Yes
	Virkon	1:100	10 minutes	chytrid	Yes
Disinfecting collection equipment, instruments and containers	Sodium hypochlorite (bleach)	1%	1 minute	chytrid	Yes
		4%	15 minutes	ranavirus	Yes
	Trigene	1%	1 minute	chytrid ranavirus?	Yes
	F10	1%	1 minute	chytrid ranavirus?	Yes
	Ethanol	70%	1 minute	chytrid and ranavirus	Air dry
	Complete drying		3+ hrs	chytrid only	No
	Heat	60°C or greater	5 minutes	chytrid	No
			15 minutes	ranavirus	No
	Heat	37 C	4 hours	chytrid	No
	Sterilising UV light		1 minute	ranavirus only	No

#### Acknowledgements:

Amanda Smale: Archey's Frog Hygiene And Handling Protocol – Whareorino Forest Amphibian Diseases Group, James Cook University (2004): Hygiene Protocol for Handling Amphibians in Field Studies

R. Webb et al: Additional disinfectants effective against the amphibian chytrid fungus *Batrachochytrium dendrobatidis*. Dis Aquat Organ 2007 Feb 8; 74(1):13-6





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

Authorisation Number: 82108-DOA

**THIS AUTHORITY** is made this 10<sup>th</sup> day of March 2020

### PARTIES:

**The Director-General of Conservation** (the Grantor)

AND

**Gannet Safaris Overland 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)

Grantor by **Jenny Nelson-Smith**, Operations Manager –  
Hawke's Bay acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Neil Grant

Witness Occupation: Ranger

Witness Address: Doe 120 Box 6444, Napier

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	a) Activity – to hold a mounted specimen b) Species – Australasian gannet ( <i>Morus serrator</i> ) c) Quantity – one d) Purpose – education and advocacy
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	a) s9(2)(a) b) those employed by Gannet Safaris Overland Limited
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 March 2020 and ending on and including 28 February 2030
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton 3204  Email: <a href="mailto:permissions@doc.govt.nz">permissions@doc.govt.nz</a>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

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

1. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any genetic materials.
2. The Authority Holder must comply with any reasonable request from the Grantor for access to any material.
3. The Authority Holder cannot sell the wildlife or parts thereof.

#### **Cultural Material**

4. The taonga are to be used for mātauranga Māori (cultural/educational purposes).
5. The taonga shall not be used for commercial gain.

#### **Part of Derivative of Dead Specimens**

6. 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.

#### **Further subject to the following conditions:**

7. The Authority Holder will dispose of the dead specimens or any parts thereof by way of burial or transfer to the Grantor.

#### **Mounted Specimen**

8. The specimen (or protective casing) shall have attached at all time a Department of Conservation tag number: 3162. The specimen must remain with the identification tag at all times.





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

Authorisation Number: 82190-FAU

THIS AUTHORITY is made this                      day of                      2020

### 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 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

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

in the presence of:

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

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

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

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

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



# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate southern grass skink <i>Oligosoma polychroma clade 5</i> and <b>McCann's</b> skink (<i>Oligosoma maccanni</i>) for the purpose of species management in accordance with the Lizard Management Plan dated November 2019 titled <b>"Bridge Reserve Lizard Management Plan"</b> contained under Schedule 4 of this Authorisation, subject to Schedule 3.1</li> <li>ii. to kill for the purpose of being unable to remove from the construction zone, the southern grass skink <i>Oligosoma polychroma clade 5</i> and <b>McCann's</b> skink (<i>Oligosoma maccanni</i>)</li> </ul> <p><u>Quantity:</u></p> <ul style="list-style-type: none"> <li>i. As required.</li> </ul> <p><u>Methodology:</u></p> <ul style="list-style-type: none"> <li>i. Catch alive <ul style="list-style-type: none"> <li>a. mix of baited traps (gee minnow traps, 1.1L pitfall traps or funnel traps)</li> <li>b. single layered Artificial Cover Objects (layered pieces of Onduline™, a roofing product)</li> <li>c. hand searching</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> <li>a. catch alive and kill – within the 0.4-ha "bund south of Bridge Street project area" in accordance with the Lizard Management Plan dated November 2019 titled <b>"Bridge Reserve Lizard Management Plan"</b> contained under Schedule 4 of this Authorisation.</li> <li>b. Liberate into the immediate surrounds of the footprint in accordance with the Lizard Management Plan contained under Schedule 4 of this Authorisation.</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. <b>s9(2)(a)</b></li> </ul> <p>Others under the supervision of the above authorised personnel</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 January 2020 and ending on and including 30 November 2022</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders' address in New Zealand is: 53 Hereford Street Christchurch Central</p>

		Christchurch 8154 New Zealand Phone: 03 9418999 Fax: 03 9418033
6.	<b>Grantor's address</b> for notices	The Grantor's <b>address for all correspondence is:</b> Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 3204 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.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. **The Lizard Management Plan** titled “Bridge Reserve Lizard Management Plan dated November 2019” annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along **with details of the animal's history;**
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

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

#### Incidentally kill wildlife

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

### Salvage relocation and habitat enhancement

8. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Species Specific Management Plan(s) to ensure adequate mitigation of effects has been achieved.
9. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. separate application to translocate Threatened species will be required.
10. 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.
11. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
12. Once a Species Specific Management Plan has been prepared and approved by DOC, the Authority Holder may hold any of the salvaged wildlife in captivity for up to twelve (12) months.
13. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Species Specific Management Plan.
14. 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.
15. The Authority Holder shall submit a final planting plan to scale showing the mitigation plantings designed to provide quality habitat for lizards at the site, prepared in liaison with a suitably qualified herpetologist, and submitted for approval to the Mahaanui District office [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) prior to any commencement of planting. The plants shall also be ecosourced.

### Lizard Salvage Reporting

16. A report is to be submitted in writing to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.

Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

## SCHEDULE 4

Bridge Reserve Lizard Management Plan dated November 2019 at [DOC-6178584.pdf](#) Will be printed out and attached to Authority.

Released under the Official Information Act





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

Authorisation Number: 82191-FAU

**THIS AUTHORITY** is made this 1<sup>st</sup> day of March 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by David Lumley,  
Operations Manager  
Turangi District  
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

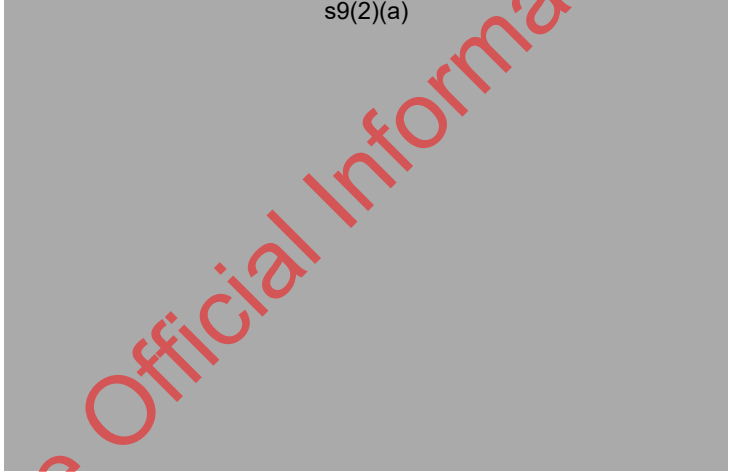


Witness Name: Anda Brima

Witness Occupation: Public Servant

Witness Address: DOC, Turangi

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to catch alive and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for the purpose of population surveys.</p> <p>b. Species – as per Schedule 4.</p> <p>c. Quantity – as required.</p> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. catch alive <ul style="list-style-type: none"> <li>a. artificial retreats</li> <li>b. G-minnow traps</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p> 
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> 
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Five years, commencing on and including 01 March 2021 and ending on and including 28 February 2026.</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> 
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b>  Level 2  Grand Central Building  161 Cashel Street  Christchurch City  Email: <a href="mailto:permissionschristchurch@doc.govt.nz">permissionschristchurch@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor [turangi@doc.govt.nz](mailto:turangi@doc.govt.nz) within 24 hours; and
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
4. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
  - a. Number of each species found, and the GPS coordinates for each of these; and
  - b. Copies of reports submitted to national herpetofauna database and
  - c. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
5. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

6. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
7. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
8. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
9. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
10. The Authority Holder must ensure lizards are held temporarily in a suitable container and held out of direct sunlight to minimise the risk of overheating, stress and death.
11. Schedule 2 clause 2.5 is deleted
12. 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. The Authority Holder must ensure that all vehicles (underbodies, tyres, etc.), footwear, and equipment are checked and cleaned before entering the Land to prevent the introduction and dispersal of weeds and spores.
14. The Authority Holder must ensure that it adheres to the international "**Leave No Trace**" **Principles** at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
15. The Authority Holder must ensure that the collection locations are left in the same condition as, or better than, that in which they were found.
16. The Authority Holder must ensure all research findings resulting from the activity being carried out are forwarded to Ngāti Rangī ([karen@ngtairangi.com](mailto:karen@ngtairangi.com)) and DOC ([turangi@doc.govt.nz](mailto:turangi@doc.govt.nz)).
17. The Authority Holder must ensure that any person(s) authorised to carry out the activity are to recognise and provide for **Ngāti Rangī** values and principles in the conduct of their activity. This must be done in consultation with **Ngāti Rangī**. A cultural induction is required prior to any surveys being undertaken.



18. The Authority Holder shall invite a Ngāti Rangi Cultural and Environmental Monitor to participate in the survey if practicable for Ngāti Rangi.
19. The Authority Holder must ensure they give a minimum of ten days notification to **Ngāti Rangi** before each activity is carried out.

Released under the Official Information Act

## SCHEDULE 4

Common name	Scientific name
1. Forest gecko	Mokopirirakau granulatus
2. Raukawa gecko	Woodworthia maculata
3. Northern grass skink	Oligosoma polychroma
4. Small-scaled skink	Oligosoma microlepis
5. Southern North Island speckled skink	Oligosoma aff. Infrapunctatum "Southern North Island"
6. Glossy brown skink	Oligosoma zelandicum
7. Newman's speckled skink	Oligosoma newmani
8. Barking gecko	Naultinus punctatum

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 82199-CAP

THIS AUTHORITY is made 28<sup>th</sup> day of November 2019

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 28 <sup>th</sup> November 2019 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.



- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



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

Authorisation Number:82232-FAU

THIS AUTHORITY is made this                      day of                      2020

### PARTIES:

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

AND

Christchurch City Council (the Authority Holder)

### BACKGROUND:

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

### OPERATIVE PARTS

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

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

in the presence of:

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

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

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

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

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate southern grass skink <i>Oligosoma polychroma</i> clade 5, Canterbury/Waitaha gecko <i>Woodworthia</i> cf. <i>brunnea</i> and McCann's skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan <b>dated November 2019 titled "Lizard Management Plan for road safety improvements on Dyers Pass Roads, Port Hills, Christchurch" contained under Schedule 4 of this Authorisation, subject to Schedule 3.1</b></li> <li>ii. to kill for the purpose of being unable to remove from the construction zone, the southern grass skink <i>Oligosoma polychroma</i> clade 5, Canterbury/Waitaha gecko <i>Woodworthia</i> cf. <b><i>brunnea</i> and McCann's skink <i>Oligosoma maccanni</i></b></li> </ul> <p><u>Quantity:</u></p> <ul style="list-style-type: none"> <li>i. As required.</li> </ul> <p><u>Methodology:</u></p> <ul style="list-style-type: none"> <li>i. Catch alive <ul style="list-style-type: none"> <li>a. hand searching</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> <li>a. catch alive and kill – within Dyers Pass Rd and Evans Pass Road sites, Port Hills in accordance with the Lizard Management Plan contained under Schedule 4 of this Authorisation.</li> <li>b. Liberate into suitable habitat in the vicinity if less than 20 lizards found at each site; or into the predator-fenced sanctuary at Riccarton Bush, Christchurch if over 20 lizards and found at each site in accordance with the Lizard Management Plan contained under Schedule 4 of this Authorisation.</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. s9(2)(a)</li> </ul> <p>Others under the supervision of the above authorised personnel.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on 1 February 2020 and ending on and including 31 January 2030</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders' address in New Zealand is:  <i>NB: Use street address</i>  53 Hereford Street</p>

		<p>Christchurch Central</p> <p>Christchurch 8154</p> <p>New Zealand</p> <p>Phone: 03 9418999</p> <p>Fax: 03 9418033</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Hamilton</p> <p>Level 3</p> <p>73 Rostrevor Street</p> <p>Hamilton 3204</p> <p>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.



## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. The Lizard **Management Plan** titled “Lizard Management Plan for road safety improvements on Dyers Pass Roads, Port Hills, Christchurch” dated November 2019 annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along **with details of the animal's history;**
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

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

#### Incidentally kill wildlife

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

### Salvage relocation and habitat enhancement

8. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Species Specific Management Plan(s) to ensure adequate mitigation of effects has been achieved.
9. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. separate application to translocate Threatened species will be required.
10. 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.
11. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
12. Once a Species Specific Management Plan has been prepared and approved by DOC, the Authority Holder may hold any of the salvaged wildlife in captivity for up to twelve (12) months.
13. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Species Specific Management Plan.
14. 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.
15. The Authority Holder shall submit a final planting plan to scale showing the mitigation plantings designed to provide quality habitat for lizards at the site, prepared in liaison with a suitably qualified herpetologist, and submitted for approval to the Mahaanui District office [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) prior to any commencement of planting. The plants shall also be ecosourced.

### Lizard Salvage Reporting

16. A report is to be submitted in writing to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) within 3 months of completion of works, summarising outcomes in accordance with the Species Specific Management Plan and stating 82232-FAU on the front page. The report must include:
  - the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.

Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

## SCHEDULE 4

Lizard Management Plan for road safety improvements on Dyers Pass Roads, Port Hills, Christchurch” dated November 2019 at [DOC-6178750.pdf](#). Will be printed out and attached to Authority.

Released under the Official Information Act



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

Authorisation Number: 82258-CAP

**THIS AUTHORITY** is made this 9<sup>th</sup> day of September 2020

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Paul Thornton, Acting Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lionel Solly

Witness Occupation: Senior Community Ranger

Witness Address: Department of Conservation, Monro Building, 186 Bridge Street, Nelson

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

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity - to obtain alive and have in possession absolutely protected wildlife.</p> <p>b. Species - i. Red-Crowned Parakeet (<i>Cyanoramphus novaezelandiae</i>) ii. Yellow-Crowned Parakeet (<i>Cyanoramphus auriceps</i>)</p> <p>c. Amount - as required.</p> <p>d. Method - to hold in permanent captivity.</p>
2.	The Land (Schedule 2, clause 2)	a. s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 9 September 2020 and ending on and including 8 September 2025.
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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



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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. **The kākārīki, their progeny or their eggs may be obtained only from persons holding an Authority to keep kākārīki in captivity.**
2. **Kākārīki and their progeny may not be released. Kākārīki and their eggs may only be transferred to persons holding an Authority to keep kākārīki in captivity.**
3. **Kākārīki enclosures must meet the minimum standards as outlined in Schedule 4.1.**
4. The **Kākārīki** and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation. 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 kākārīki.**
5. **No kākārīki must be publicly** displayed or exhibited at any show unless it has been banded with a numbered close-ring supplied by the Department of Conservation.
6. **The Authority Holder must notify the Grantor if they no longer wish to keep kākārīki and this Authority will be terminated.**
7. The Authority Holder is responsible for re-**homing (transfer) any unwanted kākārīki** to another person. Transfer is only permitted where:
  - a. **the other person holds an Authority to keep the kākārīki in captivity; or**
  - b. the transfer is to a DOC facility.
8. The Authority Holder shall, if requested, forward to the Director General of Conservation details of the numbers of **kākārīki** held and disposed of and such other information as may be required.
9. The Authority Holder shall notify the Director General of Conservation within one month of any change of address.
10. To Schedule 2 clause 7.1 add the following subclause:  
**‘(c). or for any other reason the Grantor requires the termination of the authorisation’**

# SCHEDULE 4

## GUIDANCE

### 1. Housing

Kakariki should be housed in an outdoor aviary and, if successful breeding of them is desired, **ONLY ONE PAIR PER AVIARY** unless it is very large. Recommended dimensions for an aviary housing one or a pair of birds are 4m long x 3m wide x 2m high. Minimum dimensions are 3m long x 1m wide x 2m high. If pairs of kakariki are to be housed in adjacent aviaries, double wire is recommended since cock birds can be very aggressive towards other kakariki and bite the toes of their unsuspecting neighbours. Chain wire mesh must be **less than 3/4" for kakariki** - anything larger may contribute to accidental death.

The aviary must consist of a draught-proof all-weather shelter, enclosed on 3 sides to protect the birds against the elements and to accommodate the feeding and nesting facilities. As the birds are active fliers, do not clutter the aviary with perches - one natural branch perch at each end of the flight is all that is required. Pieces of dowling or pipe should never be used as perches.

The aviary floor must be kept clean. Concrete is the easiest to clean but the birds are avid foragers so an area of soil should be provided. Alternatively, natural or sand/pumice floors can be provided, but care must be taken not to let the ground go sour. If soil floors are used, turn the ground regularly: if sand or pumice replace it regularly.

Different parakeet species must be housed separately to avoid hybridisation, and it is preferable that kakariki are not housed together with other birds, particularly rosellas.

### 2. Feeding

Kakariki are not demanding in their food requirements and do very well on a basic diet of sunflower seeds, canary seed, and a little white millet. Grit of assorted sizes should be made available in a separate container. Green-food in almost any form but particularly apples and apple cores, seeding grasses (half-ripe dock is especially popular), fresh grass-clumps, willow weed, puha, and lettuce, should be provided as often as possible. Small limbs covered with fresh green foliage should be placed in the aviary periodically, as the birds derive great benefit and enjoyment from feeding on these. Remove them before the foliage becomes stale. Cuttlefish should also always be provided. In season, manuka bearing nuts, and Cotoneaster berries are much relished by the kakariki.

Fresh water, changed regularly, is essential, and should be provided in a receptacle large enough for bathing, an activity in which the birds frequently indulge (and another reason which makes them unsuitable as cage birds).

### 3. Sexing

Kakariki are in general not hard to sex, provided several are available so that comparisons can be made. As a general rule, cock birds have a larger head and a significantly larger upper mandible. Young kakariki in the nest can usually be sexed by comparing beak sizes.

### 4. Breeding

Kakariki are not difficult birds to breed in captivity if they are well fed and well housed. But there are a number of very important points to take into consideration:

1. Do not hybridise parakeet species, or breed from known hybrids
2. House only one pair per aviary
3. Do not house with other bird species
4. Always provide at least two nest boxes in each aviary
5. When the birds have young, ensure they get plenty of green food and supplements.

The Department of Conservation views with increasing concern the fact that pure-bred aviary held red-crowned and yellow-crowned parakeets are becoming difficult to find because of hybridisation in captivity. It must be remembered that these parakeets have been made available to aviculturalists as part of a programme to ensure the conservation of the two species.

Kakariki can breed at 8 months of age but they should be discouraged to do so until about 12 months old.

They are not fussy about size or shape of the nesting box, but as a guide, a box with a 200mm square base and 300-400 mm high is adequate. Please note: timber containing arsenic-based preservatives should be avoided since it may prove harmful or lethal to these birds. The box can be placed outside the shelter area, but ensure that the inside is reasonably waterproof. The nesting material should consist of a mixture of 50:50 damp peat moss and untreated wood shavings (or fine chunky bark) well compacted in the bottom of the box to a depth of 50-75 mm.

Kakariki often lay 6-9 eggs, laid at 2-day intervals. The eggs hatch after 19 days and it is not unusual to have 7 chicks in a nest. With this number of young, their size varies immensely. Often the smallest 2 or 3 perish if the food source is not plentiful.

Food supplements for kakariki with young should include:

- **slices of Vogel's bread soaked in water (milk can be used but be very careful it doesn't go rancid);**
- copious quantities of green food;
- soaked oats and/or wheat.

From a few weeks of age, the chicks are fed mainly by the cock bird as the hen usually starts another nest. A second nesting box in the aviary is essential to prevent the hen feather-plucking the young birds, and the young damaging the second clutch of eggs.

The young kakariki are fully-fledged at around six weeks old, but may be fed sporadically by either parent for a short time after this before becoming independent.

As kakariki can breed readily, their breeding life is somewhat shorter than similarly sized parakeets. As a general rule, always keep some young birds back each season to augment the **next year's breeding stock.**

## 5. Health Problems

The two main problems include:

1. Intestinal worms

As kakariki spend a lot of time on the ground, worm infestation can occur. Regular dosing (say, every 6 months) should be carried out by using either 2.5 Panacur or Combantrin. Administer directly into the beak to ensure the birds get the dose.

2. Scaley Beak

A common problem caused primarily by contacting an infested bird. It first appears around the base of the beak and can rapidly spread over exposed areas of skin. Treat with a 50:50 solution of Dettol and olive oil.

Released under the Official Information Act



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

Authorisation Number: 82290-CAP

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

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 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 Kirsty Prior, Operations Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sarndra Theobald

Witness Occupation: Community Ranger

Witness Address:

Department of Conservation  
Bledisloe House  
24 Wellesley Street West  
Auckland 1010

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

Released under the Official Information Act



## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 for insurance and breed for release purposes.</p> <p>b. Species – as per Schedule 4.</p> <p>c. Quantity – as required subject to Schedule 3 clause 18 and 29.</p> <p>d. Method – by way of transfer from other persons authorised to transfer lizards.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 16 November 2020 and ending on and including 15 November 2023.</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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

#### All Species

1. This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. The Authority Holder must comply with any reasonable request from the Grantor for access to the wildlife referred to in Schedule 4, held under this Authority.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation
5. The Authority Holder may transfer the wildlife, and progeny thereof, in their possession to any person only if that person holds a current wildlife act authorisation issued by the Department of Conservation to obtain such species from the Authority Holder and to hold them captive.
6. The wildlife and their progeny must not be released into the wild unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
7. The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to other parties subject to the following conditions:
  - Transfer is only permitted where:
    - a. the other person holds an Authority to keep the protected species in captivity as per Schedule 3.5; or
    - b. the transfer is to a DOC facility.
8. The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
9. The Authority Holder must give consent to any officer of the Grantor entering the **Authority Holder's property at any** reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
10. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
11. The Grantor may recover costs of inspections from the Authority Holder.
12. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):

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

13. If any wildlife should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
14. Wildlife enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
15. Wildlife and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
16. Different species of the same genus e.g. two different green gecko (Naultinus) species, must never be held together.
17. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
18. The Authority holder is responsible for managing numbers of insurance purposes species to ensure that no more are held than that can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
19. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
20. The Authority Holder must keep detailed records of the lizards held which include:
  - a. original wild source location
  - b. location of previous holding facility and holder
  - c. parentage including generations in captivity and relatedness
  - d. births of any lizards including identification of offspring,
  - e. mass at least once per year
  - f. snout to vent length at least once per year
  - g. deaths and details of any exchange of wildlife with other holders.

These records are to be available for inspection by officers of the Grantor at all reasonable times. The Authority Holder must retain these records for 10 years and must be included in the Annual Report as per Schedule 3.21.

21. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year. This report must be submitted electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). It is acknowledged that this report may be forwarded to tangata whenua.
22. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

23. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Co-ordinator (if any).
24. Where Authority Holders deviate from best practice recommendation, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.
25. The Authority Holder must ensure that no mixing and interbreeding of geographic populations (or species) occurs.
26. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.
27. A new sub clause is added at Schedule 2 7.1 which reads:  
**“(c) or for any other purpose the Grantor decides”.**
28. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

#### Breed for Release Species (*Oligosoma alani*)

29. The Authority Holder shall manage breed for release species for the purposes of the breeding and release programme and in accordance with the captive management plan and DOC appointed Captive Management Co-ordinator.
30. The Authority Holder shall release individuals to the wild only as directed by the DOC appointed Captive Management Co-ordinator and approved translocation proposal.
31. The Authority Holder shall follow the specific described Robust skink husbandry manual for breed and release species.
32. The Authority Holder shall move breed for release species to other holders (even if a holder has held an individual for decades) and change numbers of holdings as required by the programme on direction of the DOC Appointed Captive Management Co-ordinator.
33. The Authority Holder shall follow direction(s) of the DOC appointed Captive Management Coordinator and DOC managers explicitly.

# SCHEDULE 4

## SPECIES AND HOLDING PURPOSE

Common name	Scientific Name	Holding Purpose
Robust Skink	<i>Oligosoma alani</i>	Breed for release
Duvaucel's Gecko	<i>Hoplodactylus duvaucelii</i>	Insurance
Speckled Skink	<i>Oligosoma infrapunctatum</i>	Insurance
Falla's Skink	<i>Oligosoma fallai</i>	Insurance
Green Skink	<i>Oligosoma chloronoton</i>	Insurance
Gold Striped Gecko	<i>Woodworthia chrysosiretica</i>	Insurance
Moko Skink	<i>Oligosoma moco</i>	Insurance

Released under the Official Information Act





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

Authorisation Number: 82319-FAU

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

**PARTIES:**

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

**AND**

**Chris Mattock** (the Authority Holder)

**BACKGROUND:**

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

**OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2)(b) of the Wildlife Act 1953 and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Gareth Hopkins, Operations Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jacob Steiner

Witness Occupation: Senior Ranger

Witness Address: 55A Rimu St, New Plymouth

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>Activity – a. to take or otherwise obtain the eggs of game for the purpose of hatching, rearing and liberating game in the release site listed in Schedule 1.2.</p> <p>Species – b. Ring Necked Pheasant (<i>Phasianus colchicus</i>).</p> <p>Quantity – c. maximum amount of up to 80x birds per annum.</p> <p>Method – d. to purchase eggs from an existing Authority Holder who is authorised to sell and transfer gamebird eggs.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 <sup>st</sup> October 2020 and ending on and including 31 <sup>st</sup> December 2023.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be hatched and reared only on the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Taranaki Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(2) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
6. 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.
7. All birds shall be released with unclipped wings.
8. 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.
9. No birds shall be released during gamebird hunting season or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
10. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
11. The Authority Holder shall provide an annual report to the Grantor and the Taranaki Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [taranaki@fishandgame.org.nz](mailto:taranaki@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 81789-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2021 to 2024 inclusive and must provide the following:
  - a. The number of eggs obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.

14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

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

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

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

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

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

20. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)

21. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)

22. 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.

23. The Authority Holder must notify the New Plymouth District Office, via email to [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz), the name of the designated Level 3 Certified bander they will approach to band the birds before the activity of banding takes place.

24. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.

## **SCHEDULE 4**

### **GUIDANCE**

1. Ring necked pheasants and red – legged partridges are not common in the wild despite serious attempts by the Acclimatisation Society many years ago to establish wild populations. No native birds of these species occur therefore there is no chance of inbreeding with native birds. In addition, they do not inhabit the same niche of any of our native bird. They are innocuous birds and over time may colonise this area on their own accord.

2. It is recommended that the Authority Holder arrange a Predator control system as part of the management regime of holding birds to reduce rats and mustelids from attacking and killing birds.

3. It is possible for cock pheasants to kill other birds in the pens due to fighting therefore there must be sufficient room and cover in the pens that allow the birds to perch, hide and take cover. Disease is always a threat to any birds who live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.

Released under the Official Information Act





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

Authorisation Number: 82319-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 25 day of August 2021

## PARTIES:

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

AND

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

## BACKGROUND

- A.** By an Authorisation dated the 8<sup>th</sup> day of September 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

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

Here set out the clauses that have been varied

- (i) Clause 4 of Schedule 1 is deleted and replaced with  
“*Commencing on and including 1<sup>st</sup> October 2020 and ending on and including 31<sup>st</sup> December 2024.*”
- (ii) The addition of Schedule 1 Clause 2 add a new clause  
“*c. holding site- 25 Page Street, Stratford 4332 (private land)*”

(iii) Clause 4 of Schedule 1 is deleted and replaced with

1. Activity –
  - a) to take or otherwise obtain the eggs of game for the purpose of hatching, rearing and liberating game in the release site listed in Schedule 1.2.
2. Species –
  - a) As per Schedule 3 Clause 25
3. Quantity –
  - a) As per Schedule 3 Clause 25
4. Method –
  - a) to purchase eggs from an existing Authority Holder who is authorised to sell and transfer gamebird eggs.

(iv) The addition of Schedule 3 add a new clause

**25. List of species and maximum numbers**

	Species	Maximum number per annum
1	Ring Necked Pheasant ( <i>phasianus colchicus</i> )	80
2	California quail ( <i>Callipepla californica</i> )	150
3	Bobwhite quail ( <i>Colinus virginianus</i> )	150

**2. Confirmation of other Authority Covenants**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Gareth Hopkins, Operations Manager- New Plymouth acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lesa Lamb

Witness Occupation: Personal Assistant

Witness Address: 55A Rimu Street, New Plymouth

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

Released under the Official Information Act



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

Authorisation Number: 82327-FAU

THIS AUTHORITY is made this 18 day of May 2020

### PARTIES:

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

s9(2)(a) the Authority Holder)

### BACKGROUND:

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

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jeff Milham, Operations Manager Tauranga acting under delegated authority

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Ring Neck Pheasant. b. Red Legged Partridge.</p> <p>(c) Quantity – No more than 50 Gamebirds per year for 10 years total from the species identified in Schedule 1.1(b) may be released.</p> <p>(d) Method – all birds shall be received by way of transfer from New Zealand Game Birds Limited and released at the address in Schedule 1.2</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 May 2020 and ending on and including 19 May 2030.</p>
5.	<p><b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor’s address</b> for notices</p>	<p><b>The Grantor’s address for all correspondence is:</b></p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016</p> <p>Email: <a href="mailto:permissionsdunedin@doc.govt.nz">permissionsdunedin@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the Authority Holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held in purpose-built aviaries on the property at s9(2)(a)
3. The birds and all enclosures 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 Eastern Region Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the enclosures referred to in Special Condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
6. All birds shall be released with unclipped wings.
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.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Eastern Region Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
10. The Authority Holder shall provide an annual report to the Grantor and the Eastern Region Fish and Game Council. This report shall be sent electronically to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing the Authority number 82327-FAU. This report shall be submitted by the 31<sup>st</sup> July detailing the period ending 30 June.
  - (a) The number of birds held
  - (b) The number of progeny reared
  - (c) The number of birds released
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 the birds are free of avian diseases 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. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
**“Or for any other reason the Grantor may decide”.**
15. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National **Bird Scheme Bird Bander’s Manual (“the Bird Banding Manual”)**:
  - (a) Only metal bird bands supplied by the Grantor are to be used, except where other marking techniques are authorised.
  - (b) 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.
  - (c) 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.
  - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
  - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
  - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
  - (g) A designated Level 3 bander, certified 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



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

Authorisation Number: 82353-CAP

THIS AUTHORITY is made this 16<sup>th</sup> day of June 2021

PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

SIGNED on behalf of the Grantor by

s9(2)(a)

Mark Townsend, Operations Manager, Motueka District

acting under delegated authority in the presence of:

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

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

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

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

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

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <p>To hold, handle and release, absolutely protected wildlife that are unwell, injured or orphaned; for the purposes of providing care and rehabilitation.</p> <p><u>Species:</u></p> <table> <tr> <td>Bellbird</td><td>korimako</td><td><i>Anthornis melanura</i></td></tr> <tr> <td>Morepork</td><td>ruru</td><td><i>Ninox novaeseelandiae</i></td></tr> <tr> <td>NZ Pigeon</td><td>kereru</td><td><i>Hemiphaga novaeseelandiae</i></td></tr> <tr> <td>Tui</td><td></td><td><i>Prosthemadera novaeseelandiae</i></td></tr> </table> <p><u>Facilities:</u></p> <p>In Aviaries on the Land. Those aviaries and their contents must at all times meet the required specifications and standards of the Grantor's Motueka District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18].</p>	Bellbird	korimako	<i>Anthornis melanura</i>	Morepork	ruru	<i>Ninox novaeseelandiae</i>	NZ Pigeon	kereru	<i>Hemiphaga novaeseelandiae</i>	Tui		<i>Prosthemadera novaeseelandiae</i>
Bellbird	korimako	<i>Anthornis melanura</i>												
Morepork	ruru	<i>Ninox novaeseelandiae</i>												
NZ Pigeon	kereru	<i>Hemiphaga novaeseelandiae</i>												
Tui		<i>Prosthemadera novaeseelandiae</i>												
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>												
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Other persons supervised by the Authority Holder and/or approved by the Grantor in the Authority Holder's absence.</p>												
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 June 2021 and ending on and including 19 June 2031 (10 years)</p>												
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>												
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Team</p> <p>Department of Conservation</p> <p>73 Rostrevor Street, Hamilton 3204</p> <p>Phone: 07 858 1000</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>												

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

1. All animals remain the property of the Crown. The Authority Holder must comply with any reasonable request from the Grantor for access to any animals held.
2. The Authority Holder must ensure that all birds and other animals are housed in appropriate, safe, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
3. “Safe” in Special condition 2 includes ensuring that all mammalian pests are excluded from all outdoor aviaries, at all times.
4. The Authority Holder must notify the Motueka Office of the Grantor each time a live or dead individual or individuals belonging to a legally protected species classed as ‘Threatened’ is received, on phone no: 03 528 1810. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) See also ‘Patient Physical Examination Form’ - link at end.
5. In the event of the death of any wildlife caught or held under this Authority, the Authority Holders shall:
  - a. Ensure the body is labelled with the species, date of arrival, date of death and cause (if known)
  - b. ensure that the body is chilled (refrigerated) if it can be delivered within 24 hours, or whilst seeking advice from the Grantor whether post-mortem is required
  - c. **inform the Grantor’s** Motueka office immediately follow the instructions of the Grantor for delivery of the body for post-mortem examination or for disposal
  - d. ensure the body is frozen if delivery will be longer than 24 hours or if post-mortem examination is not required
6. The holder may euthanise any protected species on animal welfare grounds only; if it is recommended by a veterinarian; or when directed by the Department of Conservation. For acceptable methods of avian euthanasia, consult the policy document of the New Zealand Veterinary Association (*link attached at end*).
7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires *longer* than 3 months; a written application to hold the animal for a longer period must be made to the Motueka Operations Manager. Any approval granted by that Manager must be obtained in writing and will only be granted for that particular application.
8. If any wildlife held under this Authority is found to be permanently injured, is unable to exhibit a full range of wild bird behaviours, or is otherwise unfit for release, the Authority Holder must immediately inform the **Grantor’s** Motueka Office and comply with any directions regarding the bird that are given by that office.
9. All wildlife must be released where it was found, or in the closest safe location, or as directed by the Grantor.

10. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor's Motueka Operations Manager has given his/her prior written approval to meet such costs and has confirmed that in writing.
11. Wildlife held for rehabilitation shall not be displayed to the public.
12. The Authority Holder must maintain Annual Records and submit them to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [motueka@doc.govt.nz](mailto:motueka@doc.govt.nz) by 30 June of every year during the term of this Authority. The records should include the following information for each bird obtained (see link at end for required format): including the following information, for each bird obtained:
  - Species (age and gender if known)
  - Where and when the animal was first found/ moved/ Injured
  - General description of the injuries/illness
  - Cause (if known)
  - Treatment to date and general progress/outcome
  - Personnel involved in treatment
  - Date(s) of release/euthanasia/disposal
13. Authority holders must complete and return the Wildlife Rehabilitators Self-Audit Checklist (see link at end) on an annual basis by the 30<sup>th</sup> June
14. The addresses to which all reports and records are sent are the Motueka District Office [motueka@doc.govt.nz](mailto:motueka@doc.govt.nz) and [WARCTeam@doc.govt.nz](mailto:WARCTeam@doc.govt.nz) citing in all cases Authority No. 982353-CAP.
15. All media; including photos, film and social media; must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of the Authority Holder's rehabilitation operation: that-is that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation, that only authorised personnel may handle the wildlife, and then only for the purpose of rehabilitation care.
16. The Authority-Holder must also ensure the Department is adequately informed on the number and status of all animals held under this Authority on an ongoing basis.
17. Protected wildlife may only be transferred to other authorised holders; and then only with the case-by-case approval of the **Grantor's** Motueka Operations Manager.

18. The Authority Holder consents to any officer or agent of the Grantor entering the **Authority Holder's** property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species, the facilities in which they are contained, and daily records. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
19. The Authority Holder must immediately inform the Grantor if the Holder no longer wishes to hold wildlife or participate in their rehabilitation.

Attachments for this Authority:

1. Self-audit checklist – DOC-3246916  
<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-3246916>
2. Patient Physical Examination form – OLDDM-724627  
<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=OLDDM-724627>
3. DOC Annual Report Template – DOC-5958952  
<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-5958952>
4. NZVA Euthanasia guidelines for birds – DOC-5958993  
<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-5958993>



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

Authorisation Number: 82376-FAU

**THIS AUTHORITY** is made this 9<sup>th</sup> day of June 2020

### **PARTIES:**

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

**Wellington Water 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 (1)-(2) of the Wildlife Act 1953 subject to the terms and conditions contained in s9(2)(a)

SIGNED on behalf of the Grantor by Jack Mace  
Operations Manager Kapiti Wellington District Office  
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 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

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

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

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

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

**5. What are the liabilities?**

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

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

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

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

- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:
- (a) the Authority Holder breaches any of the conditions of this Authority; or
  - (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

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

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

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

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

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

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

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

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## SCHEDULE 3

### SPECIAL CONDITIONS

1. The authority holder must undertake all authorised activities in accordance with the Lizard Management Plan titled "*Omāroro Reservoir: Lizard Management Plan. Report prepared by Boffa Miskell Limited for Wellington Water dated 12 May 2020 version 3*", submitted to the Grantor by the authority holder with the application to obtain this authority.
2. The Lizard Management Plan titled "*Omāroro Reservoir: Lizard Management Plan. Report prepared by Boffa Miskell Limited for Wellington Water dated 12 May 2020 version 3*" forms part of this authority
3. Schedule 2 clause 5 terminated
4. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

### Killing wildlife

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

### Salvage relocation and habitat enhancement

6. 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.
7. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (1) are found within the footprint of the development or within the release site, the Authority Holder must contact the DOC Operations Manager Jack Mace s9(2)(a). 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 non-authorised species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.
8. The Authorised Personnel must ensure all gorse is cleared from both release sites listed in the Lizard Management Plan titled "*Omāroro Reservoir: Lizard Management Plan. Report prepared by Boffa Miskell Limited for Wellington Water dated 12 May 2020 version 3*", using methods that will minimise disturbance to rank grass and minimise trampling to resident skinks. The preferred method is manual cutting and stump spraying. Salvage must not take place until gorse clearance is undertaken.
9. The authority holder shall ensure lizards are distributed between both release sites at the discretion of the Authorised Personnel and taking into account conservative



estimates of carry capacity and taking into account possible resident lizards in the release areas.

10. If the number of lizards salvaged is greater than 150, works must halt immediately and the authority holder must contact the Wellington District Office on s9(2)(a) to seek a written approval for additional release areas.

### **Ownership of absolutely protected wildlife**

11. 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.
12. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

### **Lizard capture and handling**

13. Lizards must only be handled by Authorised Personnel Amanda Healy, or under the direct supervision of the Authorised Personnel.
14. Lizard capture, handling and relocation should be undertaken at a suitable time of year (September – April) when lizards are active, as advised by a suitably experienced herpetologist
15. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
16. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
17. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
18. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
19. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between

each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

20. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.

#### **Death of wildlife associated with salvage activities**

21. 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.

#### **Euthanasia**

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

#### **Lizard Salvage Reporting**

23. A report is to be submitted in writing to the DOC Operations Manager, Wellington District Office, 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 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.

## SCHEDULE 4

Common name	Scientific name
Northern grass skink	<i>O. aff. polychroma</i> (Clade 1a)
Copper skink	<i>Oligosoma</i> <i>aeneum</i>
Glossy brown Skink	<i>O. zelandicum</i>
Ornate skink	<i>O. ornatum</i>
Raukawa gecko	<i>Woodworthia</i> <i>maculata</i>
Minimac gecko <sup>2</sup>	<i>Woodworthia</i> "Marlborough mini"
Ngahere gecko	<i>Mokopirirakau</i> sp. 'Southern North Island'
Barking Gecko	<i>Naultinus</i> <i>punctatus</i> <i>punctatus</i>

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24. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

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## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 82441-CAP

THIS AUTHORITY is made 13<sup>th</sup> Day of December 2019

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<div>s9(2)(a)</div> <div></div> <div></div>
3.	Term (Schedule 2, clause 4)	Commencing on and including 13 <sup>th</sup> December 2019 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <div>s9(2)(a)</div> <div></div>

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

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## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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



6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- a. transferring lizards for breeding programmes,
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



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

Authorisation Number: 82450-FAU

**THIS AUTHORITY** is made this 3rd day of June 2021

## **PARTIES:**

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

**The University of Auckland** (the Authority Holder)

## **BACKGROUND**

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

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules. The Minister agrees that the Authority Holder may conduct research work, to further the collection and dissemination of information, pursuant to Section 41 of the Wildlife Act 1953.

s9(2)(a)



SIGNED on behalf of the Grantor by Aaron Fleming, Operations Director, Southern South Island acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ali Mountney

Witness Occupation: PA

Witness Address: 33 Don Street, Invercargill

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

Released under the Official Information Act

# SCHEDULE 1

1	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. To catch alive, handle and obtain samples from Sooty shearwater (<i>Puffinus griseus</i>) and Flesh-footed shearwater (<i>Puffinus carneipes</i>) for the purposes of research and species management</li> <li>ii. To mark Sooty shearwater (<i>Puffinus griseus</i>) and Flesh-footed shearwater (<i>Puffinus carneipes</i>) for the purposes of research and species management</li> <li>iii. To take specified fauna from a reserve</li> </ul> <p>b. Quantity –</p> <ul style="list-style-type: none"> <li>i. Sooty shearwater (<i>Puffinus griseus</i>) – up to 150 individuals per year</li> <li>ii. Flesh-footed shearwater (<i>Puffinus carneipes</i>) – up to 50 individuals per year</li> <li>iii. Blood samples - up to 500 µl per bird</li> <li>iv. Feather samples - up to 8 per bird</li> </ul> <p>c. Method (as more specifically set out in Schedule 3) –</p> <ul style="list-style-type: none"> <li>i. To catch alive by hand from nests or burrows</li> <li>ii. To collect blood samples by way of venipuncture with syringe</li> <li>iii. To collect feather samples by way of snipping with scissors</li> <li>iv. To mark by way of non-permanent stripe of 'twink' placed on the head of the bird;</li> </ul>
	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>a. Public Conservation Land:</p> <ul style="list-style-type: none"> <li>i. Mana Island Scientific Reserve, subject to Schedule 3.14</li> <li>ii. Sandymount Recreation Reserve, subject to Schedule 3.13</li> <li>iii. Papatowai Scenic Reserve</li> </ul> <p>b. Other land:</p> <ul style="list-style-type: none"> <li>i. Bethells Beach (Auckland)</li> <li>ii. St Clair Cliffs (Dunedin), subject to Schedule 2.2 and Schedule 3.11</li> <li>iii. Long Point Scenic Reserve (Catlins), subject to Schedule 2.2 and Schedule 3.12</li> </ul>

	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>i. Brendon Dunphy</p> <p>s [REDACTED] 9( [REDACTED] 2) [REDACTED] (a [REDACTED] ) [REDACTED]</p> <p>v. Any other suitably experienced personnel under the direct supervision of Brendon Dunphy</p>
	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1<sup>st</sup> June 2021 and ending on and including 31<sup>st</sup> May 2025</p>
	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: 23 Symonds Street Auckland Central Auckland 1142 Email: b.dunphy@auckland.ac.nz</p>
	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

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

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



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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authorised Activity must be undertaken in accordance with the application.
4. A new clause 5.1.1 is added to Schedule 2, to read as follows:  
“The Authority Holder shall, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on public conservation land where the Authorised Activity will take place.”
5. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). A final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number 82450-FAU;
  - b. a summary of research findings; and
  - c. any implications for conservation management.

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

6. All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
8. 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>.
9. Blood and feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.
10. Whilst carrying out the activities the Authority Holder must:
  - a. use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public

- b. not exclude or impede the public from accessing any sites, tracks or facilities
  - c. if approached by members of the public while carrying out the Authorised Activity, provide an explanation of why the Authorised Activity is taking place.
11. The Authority Holder is only authorised to catch alive, mark and take feather and blood samples from the wildlife at St. Clair Cliffs within the area marked in yellow on the map contained in Schedule 4 of this Authority.
  12. The Authority Holder must notify s9(2)(a) to arrange access to the Long Point Scenic Reserve.
  13. The Authorised activities are prohibited from being carried out on the Sandymount Recreation Reserve within the area marked in red on the map contained in Schedule 5 of this Authority, between 1 September and 15 October, both dates inclusive, in each year, for the years 2021 and 2022.
  14. The Authority Holder must notify Mana Island staff ([manaisland@doc.govt.nz](mailto:manaisland@doc.govt.nz) or 027 230 8403) at least 10 working days prior to any planned trip to Mana Island and confirm trip logistics, including transport to/from the island and the number of people coming to the island.
  15. If any whānau/hāpu/iwi holding mana over any of the locations have communicated an interest in participating in the authorised activities, then the Authority Holder must make every effort to facilitate this in consultation with the affected whānau/hāpu/iwi.
  16. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

## SCHEDULE 4

Map identifying St Clair location



## SCHEDULE 5

## Map of Sandymount Recreation Reserve



Authorised activities are prohibited from being carried out on the Sandymount Recreation Reserve within the area marked in red on the above map, between 1 September and 15 October, both dates inclusive, in each year, for the years 2021 and 2022.





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

Authorisation Number: 82450-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 22 day of June 2022

## PARTIES:

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

AND

The University of Auckland (National Holder) (the Authority Holder)

## BACKGROUND

- A. By an Authorisation dated the 3<sup>rd</sup> day of June 2021 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. By the same Authorisation, the Director-General of Conservation or the Minister of Conservation granted an Authority under the legislation applying to the public conservation land to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- C. The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

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

- (i) Clause 4 of Schedule 1 is deleted and replaced with "**Commencing on and including 1st June 2021 and ending on and including 30 November 2025**"
- (ii) To Clause 2(a) of Schedule 1 add a new location "Kapiti Island Nature Reserve"

Pursuant to section 50 of the Reserves Act 1977

### 2. Confirmation of other Authority Covenants

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

s9(2)(a)

SIGNED on behalf of the Grantor by Angus Hulme-Moir, Operations Manager for Wellington, acting under delegated authority

in the presence of:

[INSERT DIGITAL SIGNATURE]

Witness Signature

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

Released under the Official Information Act





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

Authorisation Number: 82490-FAU

THIS AUTHORITY is made this 11<sup>th</sup> day of September 2020

## PARTIES:

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

AND

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

## BACKGROUND:

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

## OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and

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

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

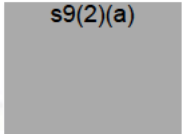
subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



SIGNED on behalf of the Grantor by Daniel Heinrich 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 – To survey, catch and fit radio transmitters to endangered frogs, then release</p> <p>b. Survey Method –</p> <ul style="list-style-type: none"> <li>i. Hand capture</li> <li>ii. manually attach radio telemetry harness using silicone waistbands to frogs</li> <li>iii. check the fitting of harness</li> <li>iv. release at point of capture</li> <li>v. each site will be visited 3 times for 3 consecutive weeks</li> </ul> <p>c. Species –</p> <ul style="list-style-type: none"> <li>i. Leiopelma archeyi – Archey's frog</li> <li>ii. Leiopelma pakeka – Maud island frog</li> </ul> <p>d. Quantity –</p> <ul style="list-style-type: none"> <li>i. 40 of each species</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Coromandel Forest Park, Conservation Area – Whareorino and Tom Shand Scientific Reserve</p> <p>Other land: Zealandia Ecosanctuary</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p><b>s9(2)(a)</b> and <b>s9(2)(a)</b> are the Authorised Personnel to undertake the Authorised Activity.</p> <p>Any field workers under the direct supervision of the Authorised Personnel above may also undertake the Authorised Activity.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 14 September 2020 and ending on and including 31 December 2023</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p><b>s9(2)(a)</b></p> <p><b>s9(2)(a)</b></p> <p>Phone: <b>s9(2)(a)</b></p> <p>Email: <b>s9(2)(a)</b></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Team</p>

		Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
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Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### PROPERTY OF THE CROWN

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

#### REPORTING

2. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to 'Terrestrial Science Unit' if requested), and to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 82490-FAU. This report shall be submitted by the 31<sup>st</sup> of December annually.

3. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 82490-FAU, and to the rest of the Native Frog Recovery Group and/or to 'Terrestrial Science Unit' if requested. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.

#### NATIVE FROGS SURVEY, RESEARCH AND/OR MONITORING

4. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.

5. The Authority Holder must be supervised by an experienced field frog handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.

6. The Authority Holder must only use people fitting the following description; **"Suitably qualified ecologist including herpetologist"** that means a herpetologist who:

- Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

AND

- If an 'approved handler' system for assessing herpetologist competency is approved by the Department during the term of this Access Arrangement, it will



be the required standard for **any 'suitability qualified ecologist including herpetologist' working under** this access arrangement.

7. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:

- a. Using the same marked access routes for access to the site.
- b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
- c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.

8. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:

- a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
- b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
- c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
- d. New gloves and new bags should be used for each individual frog found.

## KAURI DIEBACK DISEASE BIOSECURITY

9. 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.



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

Authorisation Number: 82501-CAP

**THIS AUTHORITY** is made this 12<sup>th</sup> day of May 2021

### **PARTIES:**

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

**AND**

**Natureland Wildlife Trust** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, Hamilton Office, 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)	<p>a. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953.</p> <p>b. Species – Cook Strait tuatara (<i>Sphenodon punctatus</i>)</p> <p>c. Amount – a maximum amount of 12 species or as required subject to schedule 3.2.</p> <p>d. Purpose – to hold in permanent captivity for conservation, educational and advocacy purposes.</p>
2.	The Land (Schedule 2, clause 2)	<p>a. Holding site: Natureland Wildlife Trust, 1 Hounsell Circle, Tahunanui, Nelson 7011</p> <p>b. Temporary educational and advocacy locations subject to Schedule 3.20.</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> 
4.	Term (Schedule 2, clause 4)	Commencing on and including 17 May 2021 and ending on and including 16 May 2026.
5.	Authority <b>Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>1 Hounsell Circle Tahunanui Nelson 7011 New Zealand</p>
6.	<b>Grantor's address</b> for notices	<p>The <b>Grantor's address for all correspondence</b> is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Authority Holder must manage the protected species in accordance with the current Grantor-approved Tuatara Captive Management Plan and Tuatara Husbandry Manual. A breach of any of these documents shall be deemed a breach of this Authority.
2. Breeding is not permitted unless requested formally by the DOC appointed Captive Management Co-ordinator. Transfer must only occur according to the recommendations of the DOC appointed Captive Management Co-ordinator and Annual Report and Recommendations, for tuatara. A breach of any of these documents shall be deemed a breach of this Authority.
3. If required by the Grantor, the Authority holder shall make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the tuatara.
4. The Authority Holder must have an individual Advocacy Plan for the protected species approved by the Grantor if the protected species is held on public display. The Advocacy Plan shall identify opportunities for Ngati Koata to express their whanaungatanga where tuatara are on display in captivity.
5. Hands-on display of tuatara to the public is not permitted unless this has been expressly applied for and granted.
6. The Authority Holder will continue its relationship with Nelson-based iwi group **Ngati Koata Trust; whereby the Trust's representatives** have access to the Tuatara (including their authorised handlers), share advocacy and promotion of awareness of the cultural and biological value of the species, use signage to communicate biological and cultural values to visitors, and train the Authority holder's keepers regarding the cultural values of the species.
7. The Authority Holder must forward to the Captive Management Co-ordinator (CMC) (or the Grantor, if there is no CMC) by 31 March of each year, a copy of tuatara records in the Annual Report Format, with a copy to be sent to the Nelson District Office via email to [nelson@doc.govt.nz](mailto:nelson@doc.govt.nz).
8. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife, any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.
9. The holding of the protected species must comply with Animal Welfare (Zoos) Code of Welfare 2005, National Animal Welfare Advisory Committee / Ministry of Agriculture and Fisheries (see [www.biosecurity.govt.nz/animal-welfare/req/codes](http://www.biosecurity.govt.nz/animal-welfare/req/codes)

[/zoo](http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz/zoo)) The transport of the protected species must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>)

10. The Authority Holder must make available for inspection at all reasonable times, by persons authorised in writing by the Grantor for that purpose, the protected species held under this authority and the enclosure(s) under which it is kept. The Grantor may recover costs of inspections from the Authority Holder.
11. The Tuatara must not be released to the wild unless authorisation has been granted.
12. Except with the prior written consent of the Grantor, the Tuatara, their progeny and their eggs, may be transferred to persons holding an authority to keep this species of tuatara in captivity, and on the recommendation of the Captive Management Co-ordinator.
13. The Authority Holder must notify the Grantor prior to relocating the protected species to a new address and apply for an Authority to keep the protected species at that new address, before any tuatara are moved.
14. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the Captive Management Coordinator (CMC) and written permission of the Grantor.
15. The holder of this authority shall maintain full annual records of the Tuatara, which will detail the number of protected species in the possession of the holder; any breeding attempts, births, health issues, deaths, transfers in and out; and any other information which the Grantor from time to time may require. The Authority Holder must retain these records for five years and copy them annually to the captive management coordinator and to DOC Nelson District Office.
16. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the protected species and the Authority will be terminated.
17. If any specimen dies; it must be sent to the Nelson District Office or where the Grantor so directs. Full data must be sent with the specimen.
18. The Authority Holder shall not euthanize any wildlife unless the Authority Holder:
  - a) Consults with the Captive Management Co-ordinator and obtains the consent of the Grantor; or
  - b) Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - c) Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable).



19. The Authority Holder shall ensure that any use of the animals for public display and advocacy/educational purposes is always compatible with the well-being of the animals and the need to maintain them in a stress-free environment.
20. The Authority Holder shall hold tuatara only at the Natureland Zoological Park site at Tahuna except for temporary removal subject to schedule 3.21.
21. The Authority Holder, or Ngati Koata Trust or its assignees, may remove a tuatara from the enclosure for special educational and advocacy purposes subject to a previously prepared and approved protocol. This protocol must include conditions that address:
- a) Security of the animals;
  - b) Transport of the animals;
  - c) Which animals are to be available for this purpose'
  - d) Frequency and duration of these events; and
  - e) The conditions under which the public might approach or touch the animals.
22. A new sub clause is added at Schedule 2 7.1 which reads:
- “(c) or for any other purpose the Grantor decides”.**
23. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.



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

Authorisation Number: **82524-FAU**

**THIS AUTHORITY** is made this 26<sup>th</sup> day of February 2020

### **PARTIES:**

**The Director-General of Conservation** (the Grantor)

**AND**

s9(2)(a)

(the Authority Holder) University of Otago

### **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 under the conservation legislation, the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Elizabeth Anne Wallace, Operations Manager, Dunedin

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lorena Smith

Witness Occupation: Community Ranger

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

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

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	Obtain three living adult Archey's frog ( <i>Leiopelma archeyi</i> ) from Auckland Zoo and transport them to Otago University.  Hold those three frogs in captivity, for the purpose of undertaking research.
2.	<b>The Land</b> (Schedule 2, clause 2)	Department of Zoology 340 Great King Street Dunedin
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)  Other suitably qualified persons authorised by the above
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 27 February 2020 and ending on and including 26 February 2023 (three years)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: Department of Zoology University of Otago 340 Great King Street Dunedin 9054 Phone: 03 479 7990 s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team 73 Rostrevor Street Hamilton 3204 Phone: 07 858 1000 <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS – GENERAL

#### Property of the Crown

1. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

#### Reporting

2. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to 'Terrestrial Science Unit' if requested), and to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 82524-FAU. This report shall be submitted by the 30<sup>th</sup> of June detailing the period ending on the previous 28 February.
3. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 82524-FAU, and to the rest of the Native Frog Recovery Group and/or to 'Terrestrial Science Unit' if requested. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.

#### Records

4. All records shall be made available for inspection at reasonable times by officers of the Grantor.

### SPECIAL CONDITIONS – SPECIFIC TO HOLDING FROGS

Conditions for holding native frogs (*Leiopelma archeyi*, *Leiopelma pakeka*) and (*Leiopelma hochstetteri*) in captivity

1. The live frogs are to be housed at the university under the supervision of the authority holder.
2. The live frogs are to be maintained consistent with a current husbandry manual for those frogs, updated as specified by the Grantor, during the Term.
3. An individual spreadsheet or table shall be kept for each of the frogs. A copy of this spreadsheet shall be provided to the department within two months of obtaining the frogs and this shall be up-dated on every occasion that a frog is shifted, weighed or observed in other than normal circumstances.
4. A copy of the updated spreadsheet shall be sent to the department on request and at six monthly intervals along with a written report on the approved use of these frogs within the research programmes. In addition, data will be provided to the Native Frog Captive Coordinator as may be requested.
5. The department shall be advised within 48 hours of any frog that dies during the term of this authority. Any such specimen shall then be sent to Massey University, or to where the department may otherwise direct.

6. The frogs and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the department. If required by the department, the holder of this authority shall make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the frogs.
7. The authority holder shall not conduct any research under the authority of this permit other than what is specifically described in the research proposals.

Conditions for transferring frogs:

1. The frogs must remain in secure containers with access to moisture (e.g., moist paper towel) and must remain at temperatures appropriate for their species.
2. No frogs are to be released, transferred, or otherwise disposed of, either dead or alive, without prior consent of the Grantor.
3. No frog is to be used for research purposes without prior consent of the Grantor.
4. The holder of this authority is fully responsible for the welfare of the frogs and any decisions pertaining to their captive husbandry.
5. The department shall be advised within 24 hours if any frog that dies during the term of this authority. Any such specimen shall then be sent to where the department directs.
6. Upon arrival at the University of Otago, appropriate measures must be taken to ensure any health/disease issues the travelling frogs have encountered do not impact the source population at the university.
7. The frogs, and all enclosures in which they are held, shall be made available for inspection at all reasonable times by officers of the department. If required by the department, the holder of this authority shall make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the frogs.





## Wildlife Act Authority for wildlife located on Public Conservation Land and other land

Authorisation Number: **82528-FAU**

**THIS AUTHORITY** is made this 17<sup>th</sup> day of September 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

SIGNED on behalf of the Grantor by

s9(2)(a)

Jack Mace, Director Operations, Lower North Island

acting under delegated authority in the presence of:

Witness Signature	<div style="background-color: grey; width: 150px; height: 40px; display: flex; align-items: center; justify-content: center;">s9(2)(a)</div>
Witness Name:	Angus Hulme-Moir
Witness Occupation:	Operations Manager Kapiti-Wellington
Witness Address:	Kenepuru, Wellington
A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.	

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Find and search burrows</li> <li>ii. Play recorded calls</li> <li>iii. Catch, examine, measure, sample, and release soon after</li> <li>iv. Mark</li> </ul> <p>b. Species – Diving petrel (<i>Pelecanoides urinatrix</i>)</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Up to approximately 180</li> </ul> <p>d. Methods – These include, but are not limited to:</p> <ul style="list-style-type: none"> <li>i. Take feather samples (2 to 3 per bird) from adults and full-grown returned chicks.</li> <li>ii. Attach bands</li> <li>iii. Observe and record banded birds</li> </ul> <p>All methods will be as described in the Authority Holder's Application Form (DOC- 6176950) and its links and attachments, <u>except</u> that translocation of Diving Petrels, while mentioned in that application form, is not covered by this Authority but by a separate one (67920-FAU: not issued yet, as at the start-date of the Term).</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p><u>Public Conservation Land:</u> North Brother Island (Restricted-access Nature Reserve)</p>

		<p><b>Other Land:</b></p> <p>Matiu/Somes Island. Owned by iwi (Taranaki Whanui), governed by a Kaitiaki Board and managed by the Grantor of this Authority.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other persons supervised, trained, and/or authorised by the above.</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 September 2021 and ending on and including 19 September 2031 (10 years)</p>
5.	<p><b>Authority Holder's address for notices</b> (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>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address for notices</b></p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

8.1 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.

8.2 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.

## **9. How are notices sent and when are they received?**

9.1 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.

9.2 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.

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

10.1 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.

**11. Biosecurity**

11.1 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.

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

12.1 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.

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

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

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

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

1. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.

#### **Private land**

2. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
3. The Authority Holder must at all times consult and co-operate fully with affected landholders during the Authorised Activity; and take no action that compromises their responsibilities and competencies in managing that land.

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

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

#### **Reporting**

7. The Authority Holder shall complete an annual report on the activity and submit it to the Grantor by 1 September of each year, beginning in 2022. The report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) [picton@doc.govt.nz](mailto:picton@doc.govt.nz) and [gtaylor@doc.govt.nz](mailto:gtaylor@doc.govt.nz) citing in all cases Authority number 82528-FAU. The Authority holder acknowledges that the Grantor may forward a copy of that Summary to local iwi groups. That report shall contain any implications of the results for conservation management.
8. All records shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

#### **Capture and handling**

9. The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken according to standard best practice as used by DOC researchers working with small petrels.

#### **General**

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".



11. Before undertaking any field activity on North Brother Island, the Authority Holder must either obtain separate written approval from the Grantor's 'Sounds' District office in Picton [picton@doc.govt.nz](mailto:picton@doc.govt.nz) or be incorporated into a trip to the island led by DOC staff members.

### **Standard Banding Conditions**

12. A Level-3 bander (Shane Cotter) certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision; but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the NZ National Bird Scheme Bird Bander's Manual ("**The Bird Banding Manual**").
14. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
15. Colour banding is authorised, subject to prior approval by the Banding Office
16. 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.
17. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
18. A band taken off a bird for any reason, must NOT be used on another bird.
19. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
20. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.





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

Authorisation Number: 82548-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of September 2020

### **PARTIES:**

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

**AND**

**NZ Transport Agency (NZTA)** (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  
Moana Smith-Dunlop  
Manawatu Operations Manager acting under delegated authority

s9(2)(a)

Witness Signature

Witness Name:

Witness Occupation:

Witness Address:

*Anna Atchley*  
*Community Ranger*  
*21 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.	<b>Authorised activity</b> (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Activity: To kill long-tailed bats <i>Chalinolobus tuberculatus</i>
2.	<b>The Land</b> (Schedule 2, clause 2)	Project footprint as described in section 1.3 of the Bat Management Plan at Schedule 4.
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<div>s9(2)(a)</div> <div>Others under the direct supervision of the above</div>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 10 September 2020 and ending on and including 9 September 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:  <b>NB: Use street address</b>  Opposite 382 Te Atatu Rd  Te Atatu Peninsula  Auckland 0610  New Zealand  Email: <div>s9(2)(a)</div>  Phone: <div></div></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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

#### Bat Management Plan

1. The Bat Management Plan titled "Te Ahu a Turanga: Manawatū Tararua Highway Enabling Works Bat Management Plan" annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

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



**Kill wildlife**

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

Released under the Official Information Act

## **SCHEDULE 4**

Bat Management Plan document dated 21 July 2020 at DOC-6391655. Will be printed out and attached to Authority.

Released under the Official Information Act





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

Authorisation Number: 82549-FAU

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

### **PARTIES:**

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

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 41, 53 and 56 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Permissions Advisor

Witness Address: DOC Dunedin Office

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity -</p> <ul style="list-style-type: none"> <li>i. to obtain, and temporarily hold the protected wildlife listed under Schedule 4 in captivity, for less than three months for the purpose of rehabilitating sick and injured wildlife. Wildlife may be obtained from the public or relocated from Green Bay Bird Rescue.</li> <li>ii. to liberate the protected wildlife held for the purpose of rehabilitation, subject to Schedule 3 clauses 3.1 &amp; 3.2.</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>i. s9(2)(a)</li> <li>ii. s9(2)(a)</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20<sup>th</sup> May 2021 and ending on and including 19<sup>th</sup> May 2031</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's</b> address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1.0 Ownership of absolutely protected wildlife

- 1.1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, 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.

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

- 2.1 If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 24 hours;
  - b. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### 3.0 Captive holding for rehabilitation

- 3.1 All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any instructions concerning its disposal.
- 3.2 All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
- 3.3 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.
- 3.4 The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death (See template attached as Appendix 2). The Authority Holder must electronically forward to the Grantor at [WARCTeam@doc.govt.nz](mailto:WARCTeam@doc.govt.nz) by 30 June in each year a copy of these

annual records citing permission number 82549-FAU. The Authority Holder must make these annual records available for inspection at any time by persons authorised in writing by the Grantor for that purpose.

- 3.5 The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
- 3.6 The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>).
- 3.7 The holder must apply for a variation to this Authority to relocate the protected species to a new address.
- 3.8 Upon receipt of written notice of revocation of this Authority the holder must immediately surrender to the Grantor the protected species held under this Authority; and for this purpose the holder authorises the Grantor by his agents to enter onto the property of the holder to uplift the protected species if the holder fails, neglects or otherwise refuses to surrender it. The cost of this will be recovered from the Authority Holder.
- 3.9 All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
- 3.10 Wildlife held for rehabilitation shall not be displayed to the public.
- 4.0 Euthanasia
  - 4.1 The Authority Holder must not euthanise any wildlife unless:
    - a. a veterinarian recommends euthanasia on animal welfare grounds; or
    - b. the Authority Holder euthanises the wildlife under direction from the Grantor; or
    - c. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor.
- 5.0 Transportation of wildlife
  - 5.1 Transport of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2018 (see <https://www.mpi.govt.nz/dmsdocument/1407/direct>).
- 6.0 Wildlife health management
  - 6.1 The Authority Holder must take all reasonable precautions to prevent the spread of disease, including the careful physical examination prior to transfer.
  - 6.2 The Authority Holder must not transfer or release wildlife exhibiting any sign of illness or abnormality.

6.3 The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the relevant species Best Practice Manual.

6.4 The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.

## 7.0 Facilities

7.1 The wildlife and the enclosures in which they are held must be made available for inspection by officers of the Grantor. The Grantor may recover costs of inspections from the Authority Holder.

7.2 Any alterations to the cages or aviaries must be notified to the Department and continuation of the authority will be dependent on Departmental approval of the changes.

7.3 Only a single species can be held in the aviary at any time. Up to 3 individuals of the same species may be held in an aviary.

7.4 If required by the Director-General, the Authority Holder must make such improvements to the enclosure of the protected species as are necessary to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Director-General deems necessary to ensure the welfare of the protected species.

7.5 Facilities and procedures must minimise the risk of disease transmission between native and non-native species held for rehabilitation.

7.6 Facilities and activities must prevent entry of predators or disease transmitting species such as rats, mice, cats and free-ranging birds.

## 8.0 General

8.1 Wildlife held under this Authority must not be physically displayed for any purposes whatsoever without the prior express consent of the Grantor.

8.2 Wildlife may only be displayed electronically in accordance with the guidelines attached as Appendix 1.

8.3 The Grantor may at any time revoke this Authority, or may at any time review/and or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

8.4 The Authority Holder shall dispose of dead wildlife at the Grantor's direction.



## SCHEDULE 4

### Bird species held for rehabilitation

Species name - common	Species name - Scientific
Paradise Shelduck	<i>Tadorna variegata</i>
Mallard Duck	<i>Anas platyrhynchos</i>
Pukeko	<i>Porphyrio melanotus</i>
Kereru	<i>Hemiphaga novaeseelandiae</i>
Ruru	<i>Ninox novaeseelandiae</i>
Silvereye	<i>Zosterops lateralis</i>
Kingfisher	<i>Todiramphus sanctus</i>
Tui	<i>Prothemadera novaeseelandiae</i>
Fantail	<i>Rhipidura fuliginosa</i>
Duck - Grey	<i>Anas superciliosa</i>
NZ Scaup	<i>Aythya novaseelandiae</i>
Grey warbler	<i>Gerygone igata</i>
Kaka	<p><i>Nestor meridionalis</i></p> <p>Notes:</p> <p>1. The Authority Holder must notify the Grantor (<a href="mailto:auckland@doc.govt.nz">auckland@doc.govt.nz</a> or 09 307 9279) within 24 hours of receiving any kaka.</p> <p>2. Unless authorised in writing by the Grantor, the Authority Holder is only authorised to hold kaka for a maximum of 3 days while awaiting transfer to a more appropriate wildlife rehabilitation facility.</p>

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

Authorisation Number: 82557-FAU

**THIS AUTHORITY** is made this 20<sup>th</sup> day of April 2020

## **PARTIES:**

**The Director-General of Conservation** (the Grantor)  
**AND**

**Coleridge Downs 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 (1) and 53 (2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Kingsley Timpson** – Operations Manager, North Canterbury Office acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Deb Hogan

Witness Occupation: Community Administrator

Witness Address: 32 River Road, Rangiora

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity –</p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species management subject to Schedule 3.1-2.</li> <li>ii. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of monitoring Schedule 3.1-2.</li> <li>iii. to kill for the purpose of being unable to remove from the construction zone, the absolutely protected wildlife listed under Schedule 4 of this Authority subject to Schedule 3.1-2.</li> <li>iv. to kill for the purpose of humane euthanasia, the absolutely protected wildlife listed under Schedule 4 of this Authority subject to Schedule 3.1-2.</li> </ul> <p>b) Quantity – as required.</p> <p>c) Method –</p> <ul style="list-style-type: none"> <li>i. Catch alive – by <ul style="list-style-type: none"> <li>A. hand,</li> <li>B. ACOs, (Artificially Covered Objects)</li> <li>C. pitfall traps, and</li> <li>D. funnel traps.</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Big Ben Station 1773 Coleridge Road Darfield Canterbury</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) s9(2)(a)</p> <p>b) s9(2)(a) and</p> <p>c) all persons under the supervision of the named personnel above who have been adequately trained in lizard handling and recovery.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>a) catch alive and liberate for species management – commencing on 1 and including 1 April 2020 and ending on and including 30 June 2023 subject to</p>

		<p>Schedule 3.1-2</p> <p>b) catch alive and liberate for monitoring – commencing on and including 1 April 2020 and ending on and including 31 December 2025 subject to Schedule 3.1-2.</p> <p>c) kill – commencing on and including 1 April 2020 and ending on and including 30 June 2023 subject to Schedule 3.1-2</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>1773 Coleridge Road RD 2 Darfield, 7572 Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

# SCHEDULE 3

## SPECIAL CONDITIONS

### Permitted wildlife

1. The Lizard Management Plan ("LMP") titled "*Coleridge Downs Pipeline: Lizard Management Plan, dated March 2020*" annexed to this Authority as Appendix 1, forms a part of this Authority.
2. The Authorised Activities must be undertaken in accordance with the plan annexed to this Authority as Appendix 1.

### Killing wildlife

2. The Authority Holder is permitted to kill (the absolutely protected wildlife listed under Schedule 4 of this Authority) provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
3. The DOC North Canterbury Operations Manager is to be contacted immediately by phone on 03 313 0820 or email at [ESInquiries@doc.govt.nz](mailto:ESInquiries@doc.govt.nz) for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

### Ownership of absolutely protected wildlife

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

### Lizard capture and handling

6. Lizards must only be handled by Personnel Authorised to undertake this Activity.
7. Lizard capture, handling and relocation should be undertaken from September - May when lizards are active.
8. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
9. 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/>
10. 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.



11. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
12. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
13. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
14. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols (see Appendix 2) when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

### Euthanasia

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

### Reporting

16. A report is to be submitted in writing to the Grantor at [ESInquiries@doc.govt.nz](mailto:ESInquiries@doc.govt.nz), [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the LMP. This report must include:
  - a. the species and number of any animals collected and released;
  - b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - c. results of all surveys, monitoring or research;
  - d. qualitative and quantitative data on existing lizard values of the alignment, to inform post-rehabilitation monitoring at year 5,
  - e. photographs of each habitat rehabilitation site; and
  - f. a description of how the LMP was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
17. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).
18. The Project Herpetologist must give an onsite or verbal briefing to the Site Manager and any other identified contractors on the details of this Authorisation. Notification that this

briefing has taken place must be forwarded to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) prior to any works authorized by this permit taking place.

#### Covenant Area

19. The Authority Holder will notify the Grantor upon applying for a conservation covenant over the 50-hectare Recommended Area of Protection (RAP) adjacent to alignment as described in the LMP by email to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) and [ESlenquiries@doc.govt.nz](mailto:ESlenquiries@doc.govt.nz) citing Authorisation number 82557-FAU.
20. The Authority Holder will supply the Grantor with final documentation and photographs of the stock fencing when the conservation covenant as described in the LMP is finalised. This will be sent by email to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) and [ESlenquiries@doc.govt.nz](mailto:ESlenquiries@doc.govt.nz) citing Authorisation number 82557-FAU.
21. The Authority Holder will supply the Grantor with a report detailing the lizard survey on the covenant area prior to stock management over summer 2020/2021. This will be sent by email to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) and [ESlenquiries@doc.govt.nz](mailto:ESlenquiries@doc.govt.nz) citing Authorisation number 82557-FAU.
22. The Authority Holder will supply the Grantor with a report detailing the lizard survey of the covenant area after 5 years of management and compare lizard values to the 2020/2021 report. This will be sent by email to [rabrown@doc.govt.nz](mailto:rabrown@doc.govt.nz) and [ESlenquiries@doc.govt.nz](mailto:ESlenquiries@doc.govt.nz) citing Authorisation number 82557-FAU.

#### Mitigation

23. The contingency mitigation as described in the LMP shall not be limited to the Coleridge Ecological District but will include the North Canterbury District and be aligned with the conservation needs of lizards in the region.

#### Other conditions

24. Schedule 2 clause 2.3 is deleted.
25. Schedule 2 clause 2.5 is deleted.

## SCHEDULE 4

### AUTHORISED SPECIES

Common Name	Scientific Name	Classification
Grass skink	<i>Oligosoma aff. polychroma clade 4/5</i>	At risk declining
Southern Alps gecko	<i>Woodworthia "Southern Alps"</i>	Not threatened
McCann's skink	<i>Oligosoma maccanni</i>	Not threatened



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

Authorisation Number: 82557-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 28<sup>th</sup> day of January 2021

### PARTIES:

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

AND

Coleridge Downs Limited (the Authority Holder)

### BACKGROUND

- A. By an Authorisation dated the 20<sup>th</sup> day of April 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

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

Here set out the clauses that have been varied e.g.

- (i) To Schedule 1 item 3 replace with;
  - a) s9(2)(a)
  - b) s9(2)(a)
  - c) s9(2)(a) and
  - d) all persons under the supervision of the named personnel able who have been adequately trained in lizard handling and recovery.

- (ii) Add to Schedule 3

- 26. Attempts will be made to avoid, as much as is practicable, working within the "low-quality" lizard habitat in Site B as marked on the map attached in Schedule 5.
- 27. The "Medium-quality: Potential lizard habitat" of Site B as marked on the map attached in Schedule 5 is to be avoided by installing a silt fence, clearly demarcating the habitat and communicating this as a no-go zone to construction workers.

28. Lizards are to be salvaged from the “Low-quality: Sparse habitat” and “Low-quality: Isolated hotspots” areas of Site B as marked on the map attached in Schedule 5. The salvage will be in accordance with the LMP submitted as part of the original WAA (s9(2)(a) March 2020), with the exception of Canterbury spotted skink.
  29. Canterbury spotted skink salvaged from the areas mentioned in clause 28 above are to be relocated to Site C as marked on the map attached in Schedule 5 (known spotted skink habitat) and discussed in the contingency actions (Canterbury spotted skink) shown in Schedule 6.
  30. If more than 5 Canterbury spotted skink are salvaged, works are to stop and Kingsley Timpson, Operation Manager North Canterbury, ([ktimpson@doc.govt.nz](mailto:ktimpson@doc.govt.nz), s9(2)(a)) is to be contacted.
  31. If Canterbury spotted skinks are identified elsewhere on the site (i.e. beyond Sites B and C as marked on the map attached in Schedule 5), works are to stop and the Kingsley Timpson is to be notified.
  32. The Authority Holder will investigate the option to rehabilitate the Site B as marked on the map attached in Schedule 5 area for lizard habitat following the works. This would create a larger continuous lizard habitat by joining Sites B and C.
  33. When the works are being conducted through the proposed realignment section with lizard values (blue line adjacent the shaded yellow and green areas, and Site B lizard habitat) as marked on the map attached in Schedule 5. The Authority Holder will provide a report to Kingsley Timpson and Cassie Mealey ([cmealey@doc.govt.nz](mailto:cmealey@doc.govt.nz)) to demonstrate that the items a) and b) below have been completed and discuss the outcome of the salvage works.
    - a). The Site C silt fence is installed and maintained correctly and is working to prevent spoil entering Site C (downhill, below road) or lizards entering the work zone.
    - b) The Site B silt fence is installed and maintained correctly and is working to prevent works entering Site B or lizards entering the work zone.

Discuss the outcome of the salvage undertaken at the remainder of Site B (Low-quality habitat, shaded yellow on the map).
- (iii) Add to Schedule 4:  
Canterbury spotted skink, *Oligosoma lineoocellatum*, Threatened, Nationally Vulnerable.
  - (iv) Add Schedule 5 Map (attached as Appendix 1).
  - (v) Add Schedule 6 (attached as Appendix 2).

## 2. Confirmation of other Authority Covenants

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

## 3. Costs

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

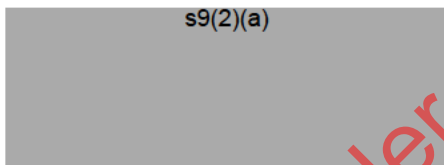
s9(2)(a)



SIGNED on behalf of the Grantor by **Kingsly Timpson** - **Operations Manager, North Canterbury District Office** acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Vicki Crosbie

Witness Occupation: Permissions Advisor – Team Lead

Witness Address: Dunedin

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



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

Authorisation Number: 82606-RES

**THIS AUTHORITY** is made this 7th day of April 2021

### **PARTIES:**

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

**AND**

**Windy Hill Rosalie Bay Catchment Trust** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953 and **PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

SIG \_\_\_\_\_ s9(2)(a)  
Acting Operations Manager, Aotea/Great Barrier Island Base  
actin \_\_\_\_\_ s9(2)(a) y, in the presence of:

Withn \_\_\_\_\_

Witness Name:   Sarah Giblin  

Witness Occupation:   Conservation Ranger  

Witness Address:   c/- Okiwi Station, Okiwi, Great Barrier Island

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

Released under the Official Information Act



# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species population monitoring</li> <li>ii. to hunt in a conservation area by capturing the animals listed under Schedule 4 of this Authority</li> </ul> <p>b. Quantity – a maximum of 300 individuals in total for the combined activities identified in Schedule 1.1.a.i-ii</p> <p>c. Method – catch alive and capture by hand</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Aotea Conservation Park</p> <p>a. Te Paparahi Conservation Area</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. [REDACTED]</p> <p>c. [REDACTED]</p> <p>d. [REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including <b>8 April 2021</b> and ending on and including <b>7 April 2027</b></p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>[REDACTED] s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive 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 provide the following information to the Grantor within one month of the conclusion of the survey:
  - a. the number of Hochstetter's frogs found, and
  - b. the GPS coordinates for each Hochstetter's frog found, and
  - c. vegetation/habitat in the survey area, and
  - d. weather conditions when the Hochstetter's frog(s) were sighted/caught, and
  - e. copies of reports submitted to national databases
4. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor ([greatbarrier@doc.govt.nz](mailto:greatbarrier@doc.govt.nz)) and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
5. The Authority Holder must adhere to the current national Frog Hygiene Protocol under Schedule 5 of this Authority to minimise the possible spread of chytrid fungus and other pathogens to within and between the sites listed in Schedule 1 of this Authority.
6. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
  - a. using the same marked access routes for access to the site.
  - b. avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
  - c. returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
7. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
  - a. catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
  - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and

- bright day light to minimise the risk of overheating, drying out, stress and/or death.
- c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
  - d. New gloves and new bags should be used for each individual frog found.
8. If any of the wildlife are killed as a result of undertaking the authorised activities, the Authority Holder must:
    - a. immediately notify the Grantor ([greatbarrier@doc.govt.nz](mailto:greatbarrier@doc.govt.nz)) and
    - b. cite Authority number 82606-RES when making such notification; and
    - c. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor
  9. The Authority Holder must comply with **the Ministry for Primary Industries' (MPI)'s "Check, Clean, Dry" cleaning methods** to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between **waterways**. **"Check, Clean, Dry" cleaning methods can be found at** - <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.
  10. A new clause 5.1.1 is added to Schedule 2, to read as follows:  
"The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on the land where the Authorised Activity will take place".
  11. The Authorised Activities shall be undertaken for species population monitoring only and is limited to that contained in the project plan approved by the Grantor entitled "*Great Barrier Island Hochstetter's frog population monitoring project plan, 2015-2017*", which was submitted with the application to the Grantor to obtain this Authority and any subsequent amendments to this proposal, which are approved by the Grantor.
  12. A new clause 9.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".
  13. The Authority Holder must prevent the spread of kauri dieback by
    - a. ensuring that equipment, especially footwear, is thoroughly cleaned of all visible soil before entering the research area, on exiting the area, and daily between transects if kauri were present
    - b. ensuring that any equipment, especially footwear, that may come into contact with the ground is sprayed with Sterigene before entering the research area, on exiting the area, and daily between transects if kauri were present
    - c. complying with any further hygiene guidelines issued at <http://www.kauridieback.co.nz/>
    - d. wherever possible avoiding walking through kauri stands or within 3 time the radius of the canopy dripline; and at no time make contact with exposed kauri roots

## SCHEDULE 4

Common name	Scientific name
1. Hochstetter's frog	<i>Leiopelma hochstetteri</i>

## SCHEDULE 5

### Generic Frog Hygiene and Handling Protocol

#### *Background/aims:*

- To minimise any possible spread of chytrid fungus and other pathogens to, within and/or between monitoring sites
- To avoid artificially increasing contact between frogs
- To implement the highest level of hygiene protocol that is effective and practicable in the field

#### *Principles:*

- Contamination can be managed/reduced through hygiene.
- New or disposable equipment is not a source of infection.
- Use of disinfectants will kill zoospores on equipment and clothing.
- Use of disinfectants will kill zoospores on footwear which has been first scrubbed clean to remove dirt.
- New or disinfected equipment/clothing/footwear should be used at every new site.
- New or disinfected equipment should be used for each frog, where practicable.

*Protocol:*

Site hygiene:

- All footwear, packs, rainwear and gaiters must be cleaned, disinfected (see Table 1) and dried between sites.
- All clothing must be freshly laundered using hot water or Trigene (including outer clothing) between sites.
- All frog handling/measuring equipment must be disinfected between sites.
- Footwear and gaiters must be cleaned and disinfected at the point of entry to a frog field site.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.

Frog handling hygiene:

- A new glove(s) must be used for catching and handling each frog (the same glove can be re-used on the same frog if that glove remains isolated from other frogs and/or their body fluid).
- Each frog must be held in a separate plastic bag (one plastic bag is used per capture and then disposed of).
- Each frog must be weighed and measured in the plastic bag.
- If frogs are too small to be measured then callipers should be disinfected between frogs using alcohol wipes (air dry before measuring next frog)
- A new stage platform cover must be used for photographing each frog.
- All stage platform covers must be soaked in 70% ethanol for 30 minutes and air dried between frogs.
  - covers are disinfected daily, sufficient covers must be available for each night so that a clean one can be used for each frog
  - if there are not sufficient covers then they must be cleaned with alcohol wipes and air dried between frogs
- The mirror stage must be disinfected with either 70% ethanol (and air dried) or TriGene or similar product (rinsed thoroughly and air dried) between sites, and wiped with alcohol wipes or 70 % ethanol between successive nights at the same site.
- Minimise handling time to reduce stress and to avoid side effects of stress.
- Sick or dead frogs should be collected and held separately from all other frogs until delivered to the appropriate recipient. All equipment should be thoroughly cleaned and disinfected after use.
- Wherever a chemical disinfectant is used (e.g. trigene, bleach, F10) this must be rinsed off after the disinfection time. Ethanol can be air dried.



Table 1: Disinfection strategies for frog field studies (minimum times and concentrations)

Purpose	Disinfectant	Concentration	Time	Pathogen killed	Rinse required
Disinfecting cloth (e.g. clothing, cloth bags)	Trigene	50mL per 4.5 kg laundry load (do not use detergent, do not overfill)	Normal wash time	Chytrid Ranavirus	Yes
	Hot Wash and complete drying	60°C or greater	15 minutes	chytrid	No
Disinfecting footwear	Sodium hypochlorite (bleach)	1%	1 minute	chytrid	Yes
		4%	15 minutes	ranavirus	Yes
	Trigene	1%	1 minute	chytrid ranavirus?	Yes
	F10	1%	1 minute	chytrid ranavirus?	Yes
	s	1:100	10 minutes	chytrid	Yes
Disinfecting collection equipment, instruments and containers	Sodium hypochlorite (bleach)	1%	1 minute	chytrid	Yes
		4%	15 minutes	ranavirus	Yes
	Trigene	1%	1 minute	chytrid ranavirus?	Yes
	F10	1%	1 minute	chytrid ranavirus?	Yes
	Ethanol	70%	1 minute	chytrid and ranavirus	Air dry
	Complete drying		3+ hrs	chytrid only	No
	Heat	60°C or greater	5 minutes	chytrid	No
			15 minutes	ranavirus	No
	Heat	37 C	4 hours	chytrid	No
	Sterilising UV light		1 minute	ranavirus only	No

#### Acknowledgements:

Amanda Smale: **Archey's Frog Hygiene And Handling Protocol** – Whareorino Forest Amphibian Diseases Group, James Cook University (2004): Hygiene Protocol for Handling Amphibians in Field Studies

R. Webb et al. Additional disinfectants effective against the amphibian chytrid fungus *Batrachochytrium dendrobatidis*. *Dis Aquat Organ* 2007 Feb 8; 74(1):13-6



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 82635-CAP

THIS AUTHORITY is made this 14<sup>th</sup> day of January 2020

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 14 <sup>th</sup> January 2020 and ending on and including 30 <sup>th</sup> October 2025

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act





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

Authorisation Number: 82644-FAU

THIS AUTHORITY is made this 2<sup>nd</sup> day of June 2020

## PARTIES:

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

AND

Taranaki Kiwi Trust and Rotokare Scenic Reserve Trust (the Authority Holder)

## BACKGROUND:

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

## OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes) and 56 (Liberating Wildlife at Large) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and

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

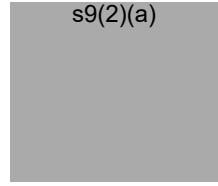
subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Daniel Heinrich – Director for the Hauraki Waikato Taranaki Region acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Penny Loomb


Witness Occupation: Personal Assistant

Witness Address: 73 Rostrevor Street, Hamilton

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p><u>Activity:</u> Western Brown Kiwi <i>Apteryx mantelli</i> from Rotokare Scenic Reserve</p> <p>Liberate into the Totara and Collier Farming Partnership blocks (private property)</p> <p><u>Mark:</u> Marking Western Brown Kiwi <i>Apteryx mantelli</i> using transmitters only, for the purpose of distinguishing any wildlife</p> <p><u>Quantity:</u> 40 individuals in the first 3 years and additional birds in following years subject to condition 3 of Schedule 3</p> <p><u>Methodology:</u> The birds will be captured, transported and released in individual sterilised transfer boxes.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source Site: Rotokare Scenic Reserve</p> <p>Release site: Private Land – Totara block totalling 637 hectares as shown on southern blue area on the map at Schedule 4</p>
3.	<p>Personnel authorised to</p>	<p>The following are authorised personnel subject to the conditions in Schedule 3:</p>

	undertake the Authorised Activity (Schedule 2, clause 3)	<p>a)  s9(2)(a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>e)</p> <p>f) Others under the supervision of the above named authorised personnel and conditions in Schedule 3.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 June 2020 and ending on and including 31 May 2025
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Rotokare Scenic Reserve Trust PO Box 33 Eltham 4353</p>
6.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 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](http://www.leavenotrace.org.nz)).

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.
2. Within 3 months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor, containing information to the satisfaction of the Grantor, in respect of the translocation of any western brown kiwi authorised by this Authority. This report and others required under this Authority must be electronically forwarded to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 82644-FAU.
3. In the event 2 or more kiwi were found to be predated on in the first year and subsequent years of the transfers then the Grantor must be notified and information provided to the satisfaction of the Grantor about the incidents.
4. The Authority Holder must record trap data at the release site, particularly regarding ferret captures. Trap catch data must be electronically forwarded to the Grantor citing Authority number 82644-FAU if the Grantor so requests.
5. The Authority Holder must notify the Grantor if predation of two kiwi are found to have occurred in the first year. If three kiwi are found to have been predated on in the first year, no further translocations are able to occur until the Approved Translocation Proposal has been amended, reviewed by the Grantor and approved for further transfers.
6. The Grantor will review the results of each transfer and incidents where kiwi have been predated. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.
7. Upon expiry of this Authority or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor by within one month. The final report must be electronically forwarded to the Grantor at citing Authority number 82644-FAU.

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

8. **If any of the 'gifting' (source site) whānau/hāpu/iwi and/or 'receiving' (release site) whānau/hāpu/iwi have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.**
9. At least one member of the catching team must be Authorised to catch the birds.

10. The Authority Holder must ensure that capture, handling, transmitter attachment, holding, transfer, release follows that detailed in the latest **version of the Department's** Kiwi Best Practice Manual:

<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

Any deviations from this recommended best practice must be requested in writing to the Grantor and will require a written variation to this authority.

11. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group or are under the direct supervision of an accredited kiwi handler trainer as per the Kiwi (*Apteryx* spp.) Best Practice Manual.
12. The Authority Holder must not euthanize 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 the euthanasia under direction from the Grantor.

Any euthanasia shall be carried out in accordance with the New Zealand Veterinary Association guidelines enclosed with this authority.

13. If any protected wildlife dies the Authority Holders must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
14. If required by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds.
15. The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its *authorised personnel* if the Grantor so requests.
16. Kiwi (live and/or dead) remain the property of the Crown and are not to be transferred to any other institutions or location, outside of those specified in this authority. A separate authority will be required in conjunction with the consent of the Department. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
17. No manipulation or handling of the protected wildlife other than for husbandry and welfare purposes is authorised without prior approval from the department.
18. 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 Map of Totara Block

To be attached - [DOC-6304848](#)

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 82650-CAP

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

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p>_____</p> <p>_____</p> <p>_____</p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 16 <sup>th</sup> January 2020 and ending on and including 30 <sup>th</sup> October 2025

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about lizard tikanga ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the Authority **Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- a. transferring lizards for breeding programmes,
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act





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

Authorisation Number: 82685-RES

**THIS AUTHORITY** is made this 11<sup>th</sup> day of March 2021

### **PARTIES:**

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

**AND**

**Sustainable Wairarapa Incorporated** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section(s) 53 of the Wildlife Act 1953, **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 Stephanie Bowman, Permissions Manager acting under delegated authority

in the presence of:

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>a. Activity</p> <p>i. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority</p> <p>ii. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</p> <p>b. Quantity – as many as caught</p> <p>c. Method –</p> <p>i. catch alive</p> <p>a. using artificial covered objects</p> <p>b. by hand</p> <p>ii. liberate – by hand</p>
2.	The Land (Schedule 2, clause 2)	<p>Public Conservation Land: Lake Wairarapa Conservation Area (Onoke Spit)</p> <p>Other land: Riversdale Beach, Ureti Point, Te Humenga Dunes and Baring Head</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) and other suitably qualified personnel under the authority holder's supervision
4.	Term (Schedule 2, clause 4)	Commencing on and including 14 April 2021 and ending on and including 13 April 2023
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. 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”.
2. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz).
3. A final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number 82685-RES;
  - b. a summary of research findings;
  - c. 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.

Released under the Official Information Act

## SCHEDULE 4

Common name	Scientific name
Red katipo spider	<i>Latrodectus katipo</i>
Black katipo spider	<i>Latrodectus atritus</i>

Released under the Official Information Act





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 82704-CAP

THIS AUTHORITY is made 24<sup>th</sup> day of January 2020

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p>s9(2)(a)</p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 24 <sup>th</sup> January 2020 and ending on and including 30 <sup>th</sup> October 2025

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
  - b. the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- a. transferring lizards for breeding programmes,
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 84818-CAP

THIS AUTHORITY is made this 18<sup>th</sup> day of September 2020

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

Napier City Council (the Authority Holder)

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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



## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>National Aquarium of New Zealand 546 Marine Parade Napier 4110</p>
3.	Term (Schedule 2, clause 4)	<p>Commencing on and including the 4<sup>th</sup> February 2020 and ending on and including 30<sup>th</sup> October 2025</p>

4.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 546 Marine Parade Napier 4110 s9(2)(a) 
5.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority Holder's details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority**, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 84968-CAP

THIS AUTHORITY is made this 24<sup>th</sup> day of February 2020

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 24 <sup>th</sup> February 2020 and ending on and including 30 <sup>th</sup> October 2025



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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the **organiser or host to inform themselves about lizard tikanga** ([www.doc.govt.nz/lizardtikanga](http://www.doc.govt.nz/lizardtikanga)).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### 3. Who is authorised?

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

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

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 3.

#### 5. What are the liabilities?

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

6. What about compliance with legislation **and Grantor's notices and directions?**
  - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
  - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
  - 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.
8. How are notices sent and when are they received?
  - 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
    - a. in the case of personal delivery, on the date of delivery;
    - b. in the case of post, on the 3rd working day after posting;
    - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
  - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
  - 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Adhere to Best Practice Guidelines
  - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
11. Access to private property for inspection
  - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property at any reasonable time, including any time after the** expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
  - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
  - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
  - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



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

Authorisation Number: 86004-CAP

THIS AUTHORITY is made this 1<sup>st</sup> day of May 2021

### PARTIES:

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

AND

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

### BACKGROUND

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

### OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Hamilton Manager acting under delegated authority

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: Hamilton Shared Service Centre, 73 Rostrevor Street

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

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a) Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 and to obtain the eggs of such wildlife for the purpose of hatching any such eggs and of rearing any progeny arising from that hatching.</p> <p>b) Species - Duvaucel's Gecko (<i>Hoplodactylus duvaucelii</i>)</p> <p>c) Quantity - as required subject to Schedule 3 Clause 18</p> <p>d) Purpose - to hold in permanent captivity</p>
2.	The Land (Schedule 2, clause 2)	<p>Private residence:</p> <p>s9(2)(a)</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a) (The Authority Holder)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 May 2021 and ending on and including 30 April 2031
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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



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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

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

Transfer is only permitted where:

- a. the other person holds an Authority to keep the protected species in captivity as per Schedule 3.5; or
- b. the transfer is to a DOC facility.

8. The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
9. The Authority Holder must give consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
10. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
11. The Grantor may recover costs of inspections from the Authority Holder.

12. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
  - a. transferring lizards for breeding programmes,
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
13. If any wildlife should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
14. Wildlife enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
15. Wildlife and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
16. Different species of the same genus e.g. two different green gecko (Naultinus) species, must never be held together.
17. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
18. The Authority holder is responsible for managing numbers of animals to ensure that no more are held than that can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
19. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
20. The Authority Holder must keep detailed records of the lizards held which include:
  - a. original wild source location
  - b. location of previous holding facility and holder
  - c. parentage including generations in captivity and relatedness
  - d. births of any lizards including identification of offspring,
  - e. mass at least once per year
  - f. snout to vent length at least once per year
  - g. deaths and details of any exchange of wildlife with other holders.

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

and must be included in the Annual Report as per Schedule 3.21.

21. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year. This report must be submitted electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [easternbop@doc.govt.nz](mailto:easternbop@doc.govt.nz). It is acknowledged that this report may be forwarded to tangata whenua.
22. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.
23. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Coordinator (if any).
24. Where Authority Holders deviate from best practice recommendation, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.
25. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
26. 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
27. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.
28. A new sub clause is added at Schedule 2 7.1 which reads:  
**“(c) or for any other purpose the Grantor decides”.**
29. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.