



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 87798-CAP

THIS AUTHORITY is made this 27th day of July 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 27 th July 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>

	(Schedule 2, clause 8)	<div>s9(2)(a)</div> <div></div> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
5.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz</p>

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 88805-CAP

THIS AUTHORITY is made this 22nd day of April 2021

PARTIES:

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

AND

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

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. 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

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, 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.	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 – Lizards:</p> <ul style="list-style-type: none"> i. Grass Skink (<i>Oligosma polychrome</i>) ii. McCann's Skink (<i>Oligosma maccanni</i>) <p>Birds:</p> <ul style="list-style-type: none"> iii. Red Crowned Kākāriki (<i>Cyanoramphus novaezelandiae</i>) iv. Yellow Crowned Kākāriki (<i>Cyanoramphus auriceps</i>) <p>c. Amount – Lizards:</p> <ul style="list-style-type: none"> i. as required subject to Schedule 3 Clause 18. <p>Kākāriki:</p> <ul style="list-style-type: none"> ii. as required in accordance with Schedule 4. <p>d. Purpose – to hold in permanent captivity for insurance and beneficial purposes.</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 11 February 2021 and ending on and including 10 February 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>

		s9(2)(a)
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

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

Lizards –

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).
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).
 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).
 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).
 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, greymouth@doc.govt.nz and ladams@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.

Kakariki –

29. **Kākāriki and their progeny may not be released. Kākāriki and their eggs may only be transferred to persons holding an Authority Issued by the Department to keep kākāriki in captivity.**
30. **Kākāriki enclosures must meet the minimum standards as outlined in Schedule 4 of this Authority.**
31. The Activity must be carried out in accordance with Schedule 4 of this Authority.
32. 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 kākāriki.**
33. **No kākāriki must be publicly displayed or exhibited.**
34. **Kākāriki and their progeny must not be sold or traded for any commercial or pecuniary gain.**
35. The Authority Holder must **notify the Grantor if they no longer wish to keep kākāriki** and this Authority will be terminated.
36. If the Authority Holder no longer wishes to keep the **kākāriki** the Authority Holder is responsible for re-**homing (transfer) any unwanted kākāriki to another person.** Transfer is only permitted where:

- a. **the other person holds an Authority to keep the kākāriki in captivity; or**

b. the transfer is to a DOC facility.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 88842-FAU

THIS AUTHORITY is made this 7 day of September 2020

PARTIES:

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

AND

New Zealand Transport Authority (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 Moana Smith-Dunlop – Manawatu Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

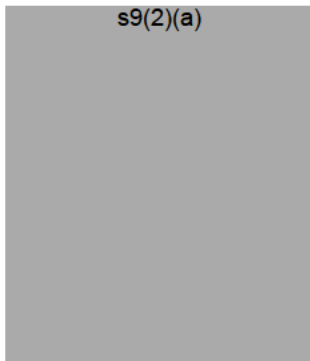






Witness Name: Kelly Hancock

Witness Occupation: DOC Ranger

Witness Address: 28 North Street, Palmerston North

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> i. To catch alive and liberate ornate skink <i>Oligosoma ornatum</i>, northern grass skink <i>Oligosoma polychroma</i>, glossy brown skink <i>Oligosoma zelandicum</i> and the long tailed bat <i>Chalinolobus tuberculatus</i> for the purpose of species management in accordance with the "Quarry Fauna Management Plans" document dated 27/07/2020 contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 ii. to kill (euthanize) for animal welfare purposes <p><u>Quantity:</u></p> <ul style="list-style-type: none"> i. As required. <p><u>Methodology:</u></p> <p>Bats: -</p> <ul style="list-style-type: none"> i. Catch alive any bats found during vegetation clearance and construction works <p>Lizards: -</p> <ul style="list-style-type: none"> a. Artificial cover objects b. Collect by hand
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Lizard salvage site: Proposed quarry off Saddle Road to the west of the Manawatu Scenic Reserve an east of Ashurst.</p> <p>Release Site: Northern Manawatu Gorge Scenic Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>The Following authorised personnel subject to Schedule 3 conditions:</p> <ul style="list-style-type: none"> a.  s9(2)(a) b.  c.  d.  e.  f.  g.  h. Others under the supervision of the above authorised personnel.
4.	<p>Term</p>	<p>Commencing on and including 7 September 2020 and expiring</p>

	(Schedule 2, clause 4)	on 6 September 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is:
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 3204 permissionshamilton@doc.govt.nz

SCHEDULE 2:

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

SCHEDULE 3:

SPECIAL CONDITIONS

Quarry Fauna Management Plans

1. The "Quarry Fauna Management Plans" document 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 the 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 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 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.
13. In the event more than 20 lizards are captured then the Authority Holder shall carry out monitoring in accordance with the LMP.
14. 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 Manawatu District office khancock@doc.govt.nz prior to any commencement of planting. The plants shall also be ecosourced.
15. The Authority Holder shall contact s9(2)(a) on s9(2)(a) when the DOC 200 traps have been placed at the release site in accordance with section 3.3.3 of the LMP.
16. The Authority Holder shall ensure that the project herpetologist is at the on-site induction prior to works commencing.

Lizard Salvage Reporting

17. A report is to be submitted to aatchley@doc.govt.nz citing permission number 88842-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.

SCHEDULE 4

Quarry Fauna Management Plans document dated 27 July 2020 at [DOC-6391619](#). 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: 88878-FAU

THIS AUTHORITY is made this 20th day of April 2021

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, Hamilton District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, 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>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – a. to catch alive, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953.</p> <p>Species – b. All absolutely protected lizards (<i>Scincidae</i>, <i>Gekkonidae</i>) under the Wildlife Act 1953.</p> <p>Quantity – c. as required.</p> <p>Method – d. by methods described in the Herpetofauna inventory and monitoring toolbox http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. All private land within the Auckland Region.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. Any other person subject to Schedule 3.11 of this Authority.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 April 2021 and ending on and including 19 April 2031.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>School of Environmental & Animal Sciences Unitec Institute of Technology 139 Carrington Rd, Mt Albert Auckland 1142 New Zealand</p>
6.	<p>Grantor's address 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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authorised Activity is approved for private locations in the Auckland Region only. The Authorised Activity is not authorised for Public Conservation Land or any land outside of Auckland Region.
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.
4. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
5. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
6. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
7. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
8. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
9. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
10. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
11. Lizards must only be handled by Personnel Authorised to Undertake this Activity listed in schedule 1(3), or under the direct supervision of the Authorised Personnel and in accordance with the conditions of this Authority. The Authority holder takes full responsibility of others carrying out the activity under their direct supervision.
12. The Authority Holder must not euthanise any wildlife. Euthanising any wildlife must only be done in accordance with the following:

- a) the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains an authority from the Grantor to kill absolutely protected wildlife; or
- b) a veterinarian recommends euthanasia on animal welfare grounds and carries out the euthanasia.

13. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.

14. If, during the authorised activities of catch, transfer or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk and >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor must be informed within 5 working days.

15. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of each survey:

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

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

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

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

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

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

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

20. If Lizards must be marked, they are only to be marked temporarily with Xylene-free markers for the purpose of distinguishing wildlife.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 88890-FAU

THIS AUTHORITY is made this 29th day of October 2020

PARTIES:

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

AND

Oceana Gold (New Zealand) Limited (the Authority Holder)

BACKGROUND:

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

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and **PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)



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

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Bede Morrissey

Witness Occupation: Permissions Advisor

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

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity – Catch alive and liberate the species listed in 1(b) below on site.</p> <p>b. Species –</p> <ul style="list-style-type: none"> i. Archey's frog (<i>Leiopelma archeyi</i>) ii. Hochstetter's frog (<i>Leiopelma hochstetteri</i>) <p>c. Quantity –</p> <ul style="list-style-type: none"> i. All frogs on The Land <p>d. Method – As per Schedule 3.10 of this authorisation</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Coromandel State Forest Park as shown in the map attached as Appendix 2.</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> <p>e. All other persons who are adequately trained and work under the direct supervision of s9(2)(a) [REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 09 November 2020 and ending on and including 08 November 2023.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>43 Moresby Ave Waihi, 3610</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of wildlife

1. All 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 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

3. If any wildlife should die whilst undertaking the Authorised Activity, the Authority holder must:
 - a. **inform the Grantor's Hauraki District** Office (thames@doc.govt.nz) within 24 hours; and
 - 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;
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Euthanasia

4. 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.

Surveys (general)

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

6. The Authority Holder will minimise trampling and disturbance of flora and fauna by using the same marked access routes for access to, within and between public conservation lands.

Didymo

7. 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.

Kauri Dieback

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

Myrtle Rust Biosecurity

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

Methodology

10. The Authority holder must follow the relevant Special Conditions regarding ecological surveys that are present in the Wharekirauponga Access Arrangement (48614-AA-V1 and any subsequent variations granted). Should the Access Arrangement expire, the conditions regarding ecological surveys must continue to be followed for this Wildlife Act Authority.

Native frog survey

11. 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 and 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.
12. 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, non-powdered 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 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 non-powdered gloves and new bags should be used for each individual frog found.

Reporting

13. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at the following email addresses and cite the Authority Number 88890-FAU:

- thames@doc.govt.nz
- rburns@doc.govt.nz
- ahaigh@doc.govt.nz
- permissionshamilton@doc.govt.nz

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

- a. the Authority Number 88890-FAU; and
- b. a summary of research findings; and
- c. Number of **Archeys and Hochstetter's frogs** found, and the GPS coordinates for each of these; and
- d. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and
- e. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and 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/>).
- f. Include descriptions/data on the survey area/location; general description of the vegetation/habitat in the survey area; dates and times of survey; location of transects/survey tracks/survey effort; total time spent on the survey; personnel involved; weather conditions during the survey.

14. 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

Records

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

Weed and pest control

16. The Authority Holder will ensure that all equipment to be used in the monitoring surveys are clean and free of any exotic weed.

Native frog disease biosecurity

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

Communication with District Office

18. The Authority Holder must contact the relevant District office by phone and/or email and inform them of the dates, duration and location of the proposed survey at least 10 working days prior to entering Public Conservation Land(s). The District office contact details are:

Hauraki District Office
Phone: 07 867 9180,
Email: thames@doc.govt.nz

Review of Authorised Personnel

19. The Authority Holder may request that further personnel be permitted to conduct the activities un-supervised by submitting their Curriculum Vitae for approval to both:

a. Hauraki District Office
Phone: 07 867 9180,
Email: thames@doc.govt.nz

b. Rhys Burns
Email: rburns@doc.govt.nz

Other

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



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 88904-CAP

THIS AUTHORITY is made this 18th day of August 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 18 th day of August 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 88926-CAP

THIS AUTHORITY is made this 24th day of August 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 24 August 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p>

		Phone: s9(2)(a) Email: s9(2)(a)
5.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 88930-CAP

THIS AUTHORITY is made this 12th day of February 2021

PARTIES:

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

AND

Project Kereru (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 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 of Conservation'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)	Hold a single un-releasable kereru (<i>Hemiphaga novaeseelandiae</i>) in captivity for the remainder of its life as a rehabilitation aid for other kereru held in temporary rehabilitation. Note: a separate Wildlife Act Authority will be required to hold a second kereru in long-term captivity following the death of the single kereru covered by this Authority.
2.	The Land (Schedule 2, clause 2)	Holding site/address: Purpose built aviaries on Council Land with locked gates at the end of Brighton Road in Green Island, Dunedin.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Project kereru - s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 11 February 2021 and ending on and including 10 February 2036
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 19 Elwyn Cres Green Island Dunedin 9018 New Zealand Phone: 03 4885958 Email: info@projectkereru.org.nz
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Reporting

- 1.1 The Authority Holder must submit an annual report by the 30th June to permissions@doc.govt.nz and jaward@doc.govt.nz documenting: the permit number (88930-CAP); the health status of the permanent captive bird; the numbers and ages of other kereru housed with the bird during the year; the outcomes for these birds; and summary of interactions between the permanent captive bird and rehab birds

2. Euthanasia

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.

3. Captive holding for rehabilitation

- 3.1 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.
- 3.2 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 captivity for the purpose of rehabilitation with permission from the Department of Conservation.
- 3.3 Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
- 3.4 Wildlife held for rehabilitation shall not be displayed to the public.
- 3.5 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.
- 3.6 Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist (Schedule 4) by 30 June each year and submit to permissions@doc.govt.nz and dunedinoffice@doc.govt.nz.
- 3.7 The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 88931-CAP

THIS AUTHORITY is made this 25th day of August 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 25 th day of August 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

		Phone: 0274798319 Email: chrisandcraiglewis@gmail.com
5.	Grantor's address for notices	The Grantor's address is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: transactioncentre@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 88946-FAU

THIS AUTHORITY is made this 16th day of December 2021

PARTIES:

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

AND

Brook Waimarama Sanctuary Trust (the Authority Holder)

BACKGROUND

- 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.

In exercise of the Grantor's powers the Grantor **PERMITS** the Authority Holder under 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 Mark Townsend acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Translocation of up to 50 [†] Giant Land Snails <i>Powelliphanta hochstetteri consobrina</i> from sites in the Maitai and Roding catchments, Nelson, to establish a self-sustaining population at the Brook Waimārama Sanctuary. [†] Subject to Schedule 3, clause 4.2
2.	The Land (Schedule 2, clause 2)	Source sites: Maitai Valley pine plantation; United Creek vicinity of ~027/384-824; Ridge between Rocks Hut and Saddle Hill including Coppermine Saddle area (as shown in maps 1 and 2, Schedule 4) Receiving site: Brook Waimārama Sanctuary (as shown in map 3, Schedule 4). (Local Purpose Reserve vested in Nelson City Council)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s 9 (3. Personnel under the supervision of Authorised Personnel
4.	Term (Schedule 2, clause 4)	Commencing on and including the 1 st January 2021 and ending on and including 31 st December 2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 651 Brook Street Brook valley Nelson 7040 New Zealand Phone: s9(2)(a) Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. General

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. Adhere with translocation proposal

2.1. The translocation of wildlife must be undertaken in general accordance with the approved translocation proposal, as set out in Translocation Proposal Application Form 11a and subsequent amendment attached as Appendix 1, and the conditions of this Authority. In the event of any inconsistency between the translocation proposal and the conditions of this Authority, the conditions of the Authority shall prevail. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

3. Whānau/Hāpu/Iwi

3.1. The collection, handling and release of the snails will be undertaken in accordance with protocols/tikanga agreed with Ngati Koata and other iwi of Te Tau Ihu as appropriate.

4. Capture, handling and release

4.1 Snails should be collected from the following sources (Schedule 4 – maps 1 and 2) Maitai Valley pine plantation (15 snails, subject to clause 4.2 below); United Creek vicinity of ~027/384-824 (15 snails); ridgeline between Rocks Hut and Saddle Hill including Coppermine Saddle area (15 snails).

4.2 Notwithstanding clause 4.1, in the event that Ngati Koata and Tasman Pine Forests Ltd decide to harvest all that portion of the Maitai Valley pine plantation which supports snails, efforts shall be made to collect as many snails from the affected area as possible, prior to harvesting.

4.3 Snails should be placed in 2 L plastic ice-cream boxes with tiny airholes in their lids, which have been two thirds filled with consecutive layers of damp soil, damp litter and (if possible) damp moss gathered from the site the snails were collected from. The boxes must be kept cool until they can be placed into chilly-bins for transport to an approved captive holding facility. Each box can contain up to 3 juvenile snails and 2 adult snails.

4.3 All snails are to be released in a generally shady area with deep litter on nor-east-facing slopes near the south-eastern boundary of the Sanctuary near (but beyond the flood zone) of the stream flowing NE from Pt Height 786 - unless a site inspection by DOC's technical experts determines otherwise.

4.4 Snails are to be released into the Sanctuary between late autumn and early spring (ie 1 April to 30 September) except in exceptional circumstances on approval by DOC's technical experts

4.5 Juvenile snails collected from each of the sites between 1 April to 30 September can be released directly into the designated site in the Sanctuary within the designated winter months at any time during the term of this Authority. However, juvenile snails collected in the summer period 1 October to 31 March are to be held in an approved captive facility until the designated winter months

4.6 Adult snails collected from each of sites are to be held together with several other adult snails in an approved captive facility in the conditions known to promote mating, for a minimum period of 3 weeks, before they are released into the Sanctuary in the designated winter months.

5. Translocation Reporting

5.1. Within two months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any Giant Land Snails (*Powelliphanta hochstetteri consobrina*) authorised by this Authority. This report must be electronically forwarded to the Grantor at motueka@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 88946-FAU.

5.2. From the start date of the authority until 31 June 2024, the Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any Giant Land Snails (*Powelliphanta hochstetteri consobrina*) authorised by this Authority. This report must be electronically forwarded to the Grantor at motueka@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 88946-FAU. This report must be submitted by 30 June annually.

5.3. Upon expiry of the authorisation to catch, handle, transfer and release the Giant Land Snails (*Powelliphanta hochstetteri consobrina*) 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 motueka@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 88946-FAU.

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

6. Didymo biosecurity

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

7. Myrtle Rust biosecurity

7.1. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease

only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

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

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

- a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
- b) If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
- c) Do no touch or try to collect samples as this may increase the spread of the disease.

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

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

8. Death of wildlife associated with activities covered by the Authority

8.1. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if wildlife should die post-release and the body is found by the Authority Holder, the Authority Holder shall hold the specimen in a freezer and liaise with the Department of Conservation over appropriate disposal.

8.2. Should any of the wildlife die whilst undertaking the Authorised Activity, the Authority Holder shall notify the Grantor as soon as is reasonably practicable and provide the Grantor with details of the animal's history and discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.

8.3. The Authority Holder shall:

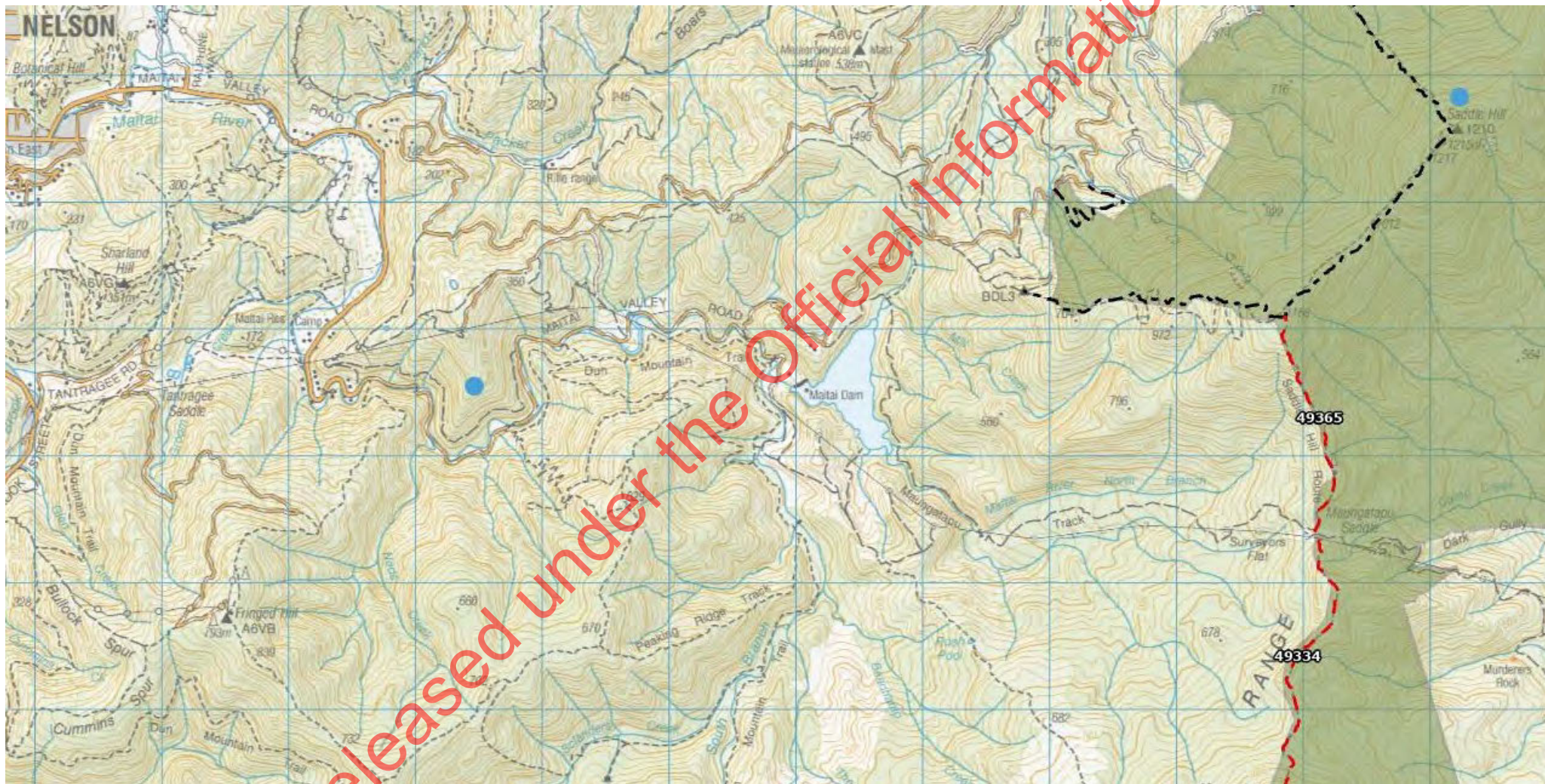
- a) Ensure appropriate measures are taken to minimise further deaths.
- b) Pay for any costs incurred in investigation of the death of any of the wildlife.

9. Private land

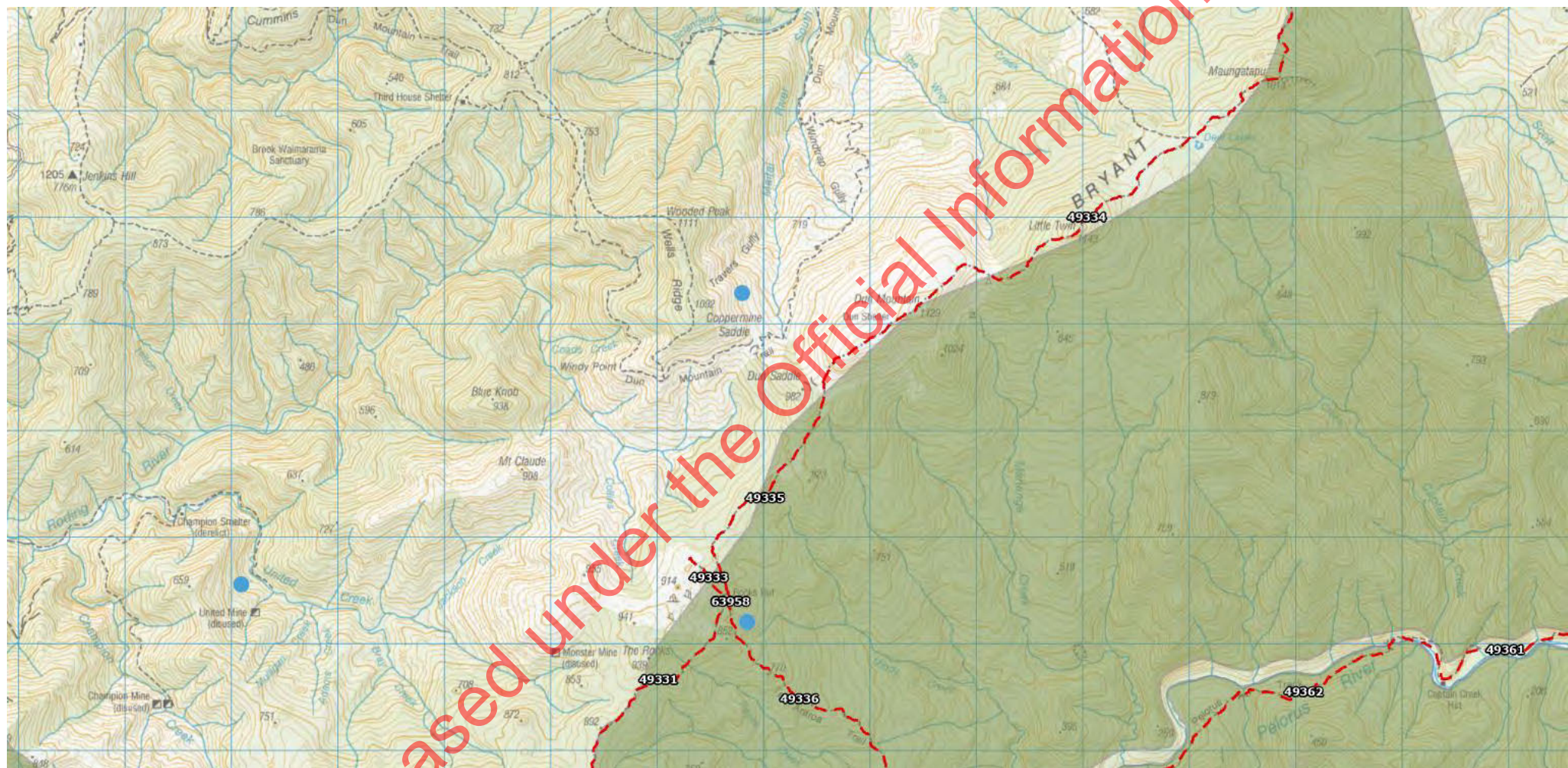
9.1 This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting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

Schedule 4

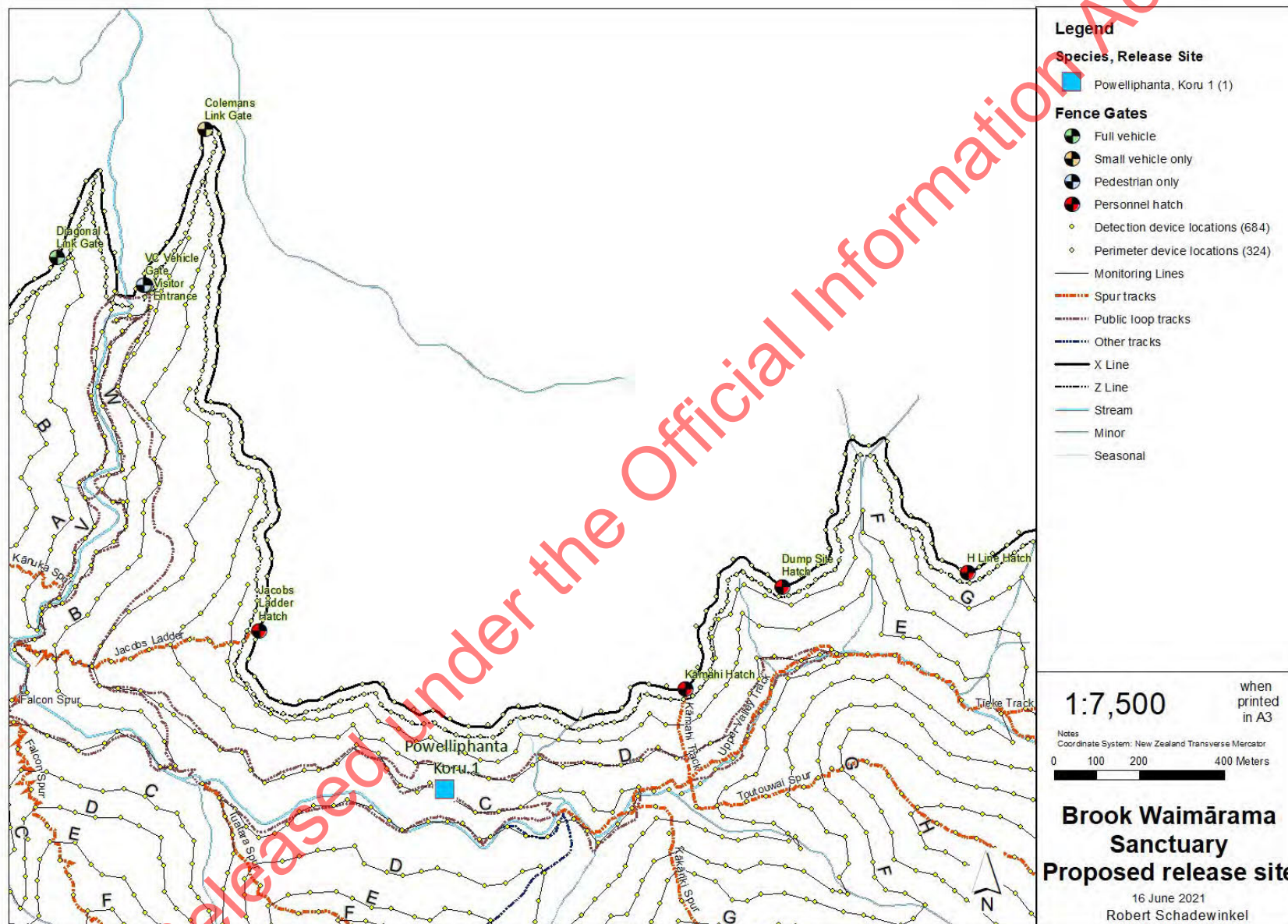
Map 1 shows source sites Saddle Hill Ridge (right) and Maitai Valley Pine Plantation (left) as blue dots.



Map 2 shows source sites United Creek, Rocks Hut, and Coppermine Saddle, as well as the release site Brook Waimārama Sanctuary (left top corner).



Map 3 showing specific release sites within Brook Waimārama Sanctuary.





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

Authorisation Number: 90044-FAU

THIS AUTHORITY is made this 13th day of January 2021

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 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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Kelly Hancock

Witness Occupation: DOC ranger

Witness Address: C/- 28 North Street, Palmerston North

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> i. To catch alive and liberate ornate skink <i>Oligosoma ornatum</i>, northern grass skink <i>Oligosoma polychroma</i>, glossy brown skink <i>Oligosoma zelandicum</i>, Raukawa gecko <i>Woodworthia maculatus</i>, Ngahere gecko <i>Mokopiriakau</i> “Southern North Island” and barking gecko <i>Naultinus punctatus</i> for the purpose of species management in accordance with the “Ecology Management Plan” document dated 01/12/2020 contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 ii. To catch and liberate snails <i>Powelliphanta traversi traversi</i>, <i>Powelliphanta traversi tararuaensis</i> and <i>Powelliphanta marchanti</i> for the purpose of species management in accordance with the “Ecology Management Plan” document dated 01/12/2020 contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 iii. to kill (euthanize) lizard, snail and bat species for animal welfare purposes <p><u>Quantity:</u></p> <ul style="list-style-type: none"> i. As required. <p><u>Methodology:</u></p> <p>Lizards: –</p> <ul style="list-style-type: none"> a. Artificial cover objects b. Systematic manual, destructive, and/or machine-assisted salvaging <p>Snails: -</p> <ul style="list-style-type: none"> a. Systematic manual salvaging
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>North Manawatu Gorge Scenic Reserve (Release site)</p> <p>Other land: Project footprint</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> a) A suitably qualified herpetologist b) Others under the supervision of the suitably qualified herpetologist.
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 18 December 2020 and ending on and including 17 December 2030</p>

5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand</p> <p>NZTA C/- s9(2)(a) Tonkin and Taylor Level 2, 105 Carlton Gore Road Newmarket Auckland 1023</p> <p>Phone: s9(2)(a) Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

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).

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

Lizard Management Plan

1. The Lizard Management Plan included in the plan titled "Ecology Management Plan" annexed to this Authority as Schedule 4, forms a Part of this Authority.

Terrestrial Invertebrate Management Plan

2. The Terrestrial Invertebrate Management Plan included in the plan titled "Ecology Management Plan" annexed to this Authority as Schedule 4, forms a Part of this Authority.

Powelliphanta snails condition

3. In addition to survey methods stated in the Terrestrial Invertebrate Management Plan the Authority Holder shall carry out nocturnal surveys in wet conditions. Wet conditions are where leaf litter is completely wet from recent soaking rain.

Lizard Salvage

4. Where vegetation is felled, every effort should be made to move the vegetation the minimum distance to a site outside the project footprint (but contiguous with forested areas), and then left to degrade naturally.
5. Where, for practicable purposes, vegetation must be mulched, vegetation (including timber less than 15cm in diameter) must be:
 - (i) moved the minimum distance to a secure site;
 - (ii) then left for at least 3 weeks;
 - (iii) then fully surveyed for lizards using traps, night and day searches in suitable conditions over several surveys and these surveys shall only stop after at least three unsuccessful salvage attempts.
6. Where, for practicable purposes, vegetation must be mulched, all timber more than 15cm in diameter shall be sawn into approximately 2m lengths and:
 - (i) then left for another 6 weeks;
 - (ii) then fully surveyed again for lizards using traps, night and day searches in suitable conditions over several surveys and these surveys shall only stop after at least three unsuccessful salvage attempts.
 - (iii) then finally mulched.

Ownership of absolutely protected wildlife

7. 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.

8. 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

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

Killing wildlife

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

Salvage relocation and habitat enhancement

12. During lizard salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact Anna Atchley, DOC Community Ranger Manawatu District. The Authority Holder must transfer the lizards 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.
13. The Authority Holder may temporary hold any of the salvaged lizards in captivity prior to relocation.
14. Any offspring of the salvaged lizards born in captivity must be released with the original salvaged wildlife, in accordance with the Ecology Management Plan at Schedule 4.
15. 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.

16. The Authority Holder shall ensure that the project herpetologist is at the on-site induction prior to works commencing.

Lizard Salvage Reporting

17. A report is to be submitted to aatchley@doc.govt.nz citing permission number 90044-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.



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 90101-FAU

THIS AUTHORITY is made this 9 day of August 2021

PARTIES:

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

AND

Charleston-Westport Coast Trail 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 (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 Suvi van Smit, Operations Manager, Buller District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Pauline Adams

Witness Occupation: Permissions Advisor

Witness Address: Hokitika

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

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> <ol style="list-style-type: none"> To catch alive and liberate absolutely protected wildlife for the purpose of monitoring. To catch alive and liberate absolutely protected wildlife for the purpose of species management. To kill absolutely protected wildlife for the purpose of being unable to remove from the construction zone. To kill (euthanize) absolutely protected wildlife for animal welfare purposes. <p>b) Species –</p> <p>Activities (a) i to iv above apply to the follow species:</p> <ol style="list-style-type: none"> West Coast green gecko (<i>Naultinus tuberculatus</i>) Forest gecko (<i>Mokopirirakau granulatus</i>) Newman's Skink (<i>Oligosoma newmani</i>) Northern Grass Skink (<i>Oligosoma polychrome</i>) <p>Activities (a) i and iv above apply to the following species:</p> <ol style="list-style-type: none"> Hokitika Skink (<i>Oligosoma aff. infrapunctatum</i> "Hokitika") Westport Skink (<i>Oligosoma aff. infrapunctatum</i> "Westport") <p>c) Quantity – As required</p> <p>d) Method –</p> <ol style="list-style-type: none"> catch – by <ol style="list-style-type: none"> gee-minnow trap hand (manual searches) hold – in separate cloth bags
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> Conservation Areas – Foulwind Farm Marginal Strip – Carters Beach Recreation Area – Tauranga Bay Scenic Reserve – Charleston <p>Other Land:</p> <p>Public Conservation land and other land is specifically described in the Lizard Management Plan titled "Lizard Management Plan Kawatiri Coastal Trail Sections 2B-8" (hereafter referred to as LMP) dated 8 July 2021 and attached as Schedule 4</p>

3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a) s9(2)(a)</p> <p>b) Others under the supervision of s9(2)(a)</p>
4.	Term (Schedule 2, clause 4)	<p>Commencing on and including 26 July 2021 and ending on and including 31 December 2022</p> <p>a) Catch alive and liberate for the purpose of species management – commencing on and including 26 July 2021 and ending on and including 31 December 2022.</p> <p>b) Catch alive and liberate for the purpose of monitoring – commencing on and including 26 July 2021 and ending on and including 31 December 2031.</p> <p>c) Kill – commencing on and including 26 July 2021 and ending on 31 December 2022.</p>
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Level 1 52 Russell St Westport 7825</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

Adhere to Approved Application

1. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "Lizard Management Plan Kawatiri Coastal Trail Sections 2B-8" (hereafter referred to as LMP) dated 30 June 2021 and attached as Schedule 4.

Scope

2. This Authority is applicable to Kawatiri Coastal Trail (hereafter, Coastal Trail) Sections 2, 3, 4, 5, 6, 7, and 8 (encompassing SH67a to Rotten Row, Charleston) as described in Section 1.2 of the LMP.

Incidentally Kill wildlife

3. The Authority Holder is permitted to kill wildlife listed under Schedule 1(1)(b)(i to iv) provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in 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; 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 the animals history;
 - d. Pay for any costs incurred for the investigation of 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 a suitably qualified herpetologist; or
 - b. A veterinarian recommends euthanasia on animal welfare grounds; or
 - c. The Authority Holder euthanises the wildlife under direction from the Grantor

Lizard Capture and Survey

6. Lizards must only be handled by Authorised Personnel listed under Schedule 1(3), or under the direct supervision of the Authorised Personnel.
7. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

8. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox: <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
9. Tail tips are to be collected from captured skinks by a herpetologist where species cannot be identified without DNA analysis (*Oligosoma newmani* and *Oligosoma infrapunctatum* clades). If a skink is caught in the absence of the project herpetologist, the Department of Conservation (the Department) will be contacted, and a staff member will carry out the tail tipping. Samples are to be sent to the Department upon collection.
10. The Authority Holder must ensure lizards are held temporarily in a suitable container (eg, breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
11. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

Use of Funnel Traps for Lizard Capture

12. The Authority Holder must ensure all live capture traps are securely covered when set, to protect lizards from exposure and to minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of the trap must be perforated to allow drainage of water.
13. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have erupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, changing capture devices, or a combination of these measures.
14. If, during the authorised activities of catch, transfer or liberate, >2% mortality is observed for lizards with a New Zealand Threat Classification of 'Threatened' or Data Deficient, the authorised activities must cease immediately and the Department's Westport Operations Manager (Suvi Van Smit, svansmit@doc.govt.nz) must be informed within 24 hours.

Specific Coastal Trail Sections

15. The following Coastal Trail sections (as per the Lizard Management Plan) are to be assessed in accordance with Section 3.3.1 of the LMP (as attached in Schedule 4): Tauranga Bay to Walls Creek (section 4), Okari to Okari River (section 5), and Okari to Totara River (section 6).
16. A qualified herpetologist is to be consulted with regard to lizard surveys prior to construction, commencing within the following Coastal Trail Sections: Carters Beach to Omau (section 2a/b), Omau to Tauranga Bay (section 3a), Tauranga Bay to Walls Creek (section 4) and Nile River to Charleston (section 8), as per Section 2.4.4 of the LMP.

17. A suitably qualified herpetologist is to be consulted with regard to lizard value and surveys when the following Coastal Trail sections are being delineated, Okari to Okari River (section 5), and Okari to Totara River (section 6), as per section 2.4.4 of the LMP.
18. The results of any herpetologist assessment and/or survey undertaken along the Coastal Trail will be submitted to the Department along with a plan outlining proposed avoidance, mitigation and compensation measures where applicable, at least one month prior to construction commencing. The Authority Holder must then obtain written approval of these lizard management methods from the Department prior to construction commencing.

Avoidance

19. Avoidance will be the preferred management method and will be assessed in accordance with Section 3.3.2 of the LMP.
20. If any suspected or otherwise *Oligosoma newmani* and/or *Oligosoma infrapunctatum* individuals are sighted, recorded or captured during construction or pre-construction surveys, construction of the section will be halted until all skink habitat within that section is delineated and avoided.
21. The options trail adjoining the Cape Foulwind Walkway from the Omau end to the Coastal Trail (west of CH 100, running inside the fence and parallel to the carpark) is not to be constructed as it contains known individuals of West Coast green geckos, *Naultinus tuberculatus* (Threatened – Nationally Vulnerable).
22. Where lizard habitat cannot be avoided, a herpetologist will provide a short report to the Department outlining the lizard values that will be affected and recommended management measures, at least one month prior to construction works commencing. The Authority Holder must then obtain written approval of these management measures from the Department prior to commencing construction.
23. The Authority Holder is responsible for clearly communicating with all relevant contractors the location of known lizard sites and habitat enhanced sites along the Coastal Trail and informing them that these areas are not to be disturbed.

Lizard Survey

24. Lizard surveys are to be guided by Section 2.4.4 and conducted as per Section 4.1 of the LMP. Surveys should typically include a range of methods to maximise detection. Survey sites should also consider including locations where bridges may be constructed.
25. The Authority Holder must only use methods to search for lizards that preserve habitat quality when searching outside of the work area.
26. If a herpetologist determines a section of the Coastal Trail to be inaccessible or not feasible to survey, the herpetologist will determine the most appropriate management method and submit this reasoning to the Department at least one month prior to construction. The Authority Holder must then obtain written approval of these management measures from the Department prior to commencing construction.

Mitigation: Vegetation Clearance

27. Where vegetation contains forest and scrub, track clearance will be carried out by hand reducing the risk of harm to arboreal lizards, as per Section 4.1.2 of the LMP.

Mitigation: Salvage, Relocation and Monitoring

28. The decision to salvage for skinks and methods used will be dependent on the density of skinks present during surveys, however, final salvage methodology will be at the discretion of the herpetologist. Salvage methods will be provided to the Department at least one month prior to construction. The Authority Holder must obtain written approval of these methods from the Department prior to commencing construction.
29. Lizard salvage must be conducted no more than two weeks prior to habitat clearance by a suitably qualified herpetologist. Salvage activities are to be undertaken in accordance with the LMP.
30. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the LMP.
31. All traps and bait stations are to be built and installed to avoid weka interaction. For further information visit, <https://www.dovt.nz/documents/conservation/threats-and-impacts/animal-pests/doc200-predator-trap.pdf>
<https://www.doc.govt.nz/globalassets/documents/conservation/threats-and-impacts/pf2050/pf2050-trapping-guide.pdf>

Monitoring

32. Post-release monitoring will be undertaken in accordance with Section 7.1 of the LMP. Non-passive survey methods are to be undertaken by a suitably qualified herpetologist.
33. Should one or more individuals of a species classified as 'Threatened' under the New Zealand Threat Classification System, be salvaged, at least five years of post-release monitoring should be undertaken by a suitably qualified herpetologist, in accordance with Section 7.1 of the LMP.

Remediation

34. Remediation will not replace the requirement to undertake compensation. Any remediation work is to be in addition to compensation actions.
35. Remediation is to occur in accordance with Section 3.3.3 of the LMP.

Compensation

36. Compensation will be employed if one or more lizards are detected along the Coastal Trail during construction or pre-construction surveys, to compensate for residual effects. Compensation is to follow the tiered approach outlined in Section 3.3.6 and Appendix 3 of the LMP.
37. Should compensation actions be triggered which require planting, a planting plan will be developed and implemented in accordance with Section 3.3.3 of the LMP. The planting plan is to be submitted to the Department at least one month before planting is to commence, to allow time for comment.

38. The Authority Holder will be responsible for delivering the planting plan, including maintenance of plantings and replacement where plants fail to establish, for a period of at least two years.

39. The Authority Holder must provide a briefing to all contractors working within or near the remediated areas containing skinks, and explain no-go zones, methods to avoid, damage or injury to skinks and where to report a skink sighting.

Contingency

40. If a lizard species, other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site, works are to stop and the Department's Westport Operations Manager, Suvi Van Smit (svansmit@doc.govt.nz), is to be contacted immediately for further advice.

41. Contingency measures will be at the discretion of the herpetologist and the department, and are to align with Section 6.0 of the LMP. The Department is to be notified prior to a contingency action being undertaken.

Reporting

42. Throughout the authorised activity the Authority Holder must provide the following information to the Department's Westport Operations Manager (Suvi van Smit (svansmit@doc.govt.nz)):

- a. For each section of the Coastal Trail, the results of any herpetological assessment and/or survey, and a plan outlining proposed avoidance, mitigation and compensation measures where applicable, will be submitted to the Department at least one month prior to construction commencing. The Authority Holder must then obtain written approval of these lizard management methods from the Department, prior to construction commencing.
- b. The outcome of lizard salvage activities for each section of the Coastal Trail, within one month following the end of construction for each Coastal Trail section. This short report is to include an assessment of the ongoing success of the salvage, and recommendations as to whether management regimes should change.
- c. The outcome of any post-release monitoring within one month following the conclusion of each monitoring event. This short report is to include an assessment of the ongoing success of the salvage and recommendations as to whether management regimes should change.
- d. A summary of the outcomes of compensation measures employed, by the end of July each year, until works cease along the Coastal Trail. The report must include actions undertaken, amount of vegetation cleared and findings from any lizard sightings or surveys.

43. Amphibian and Reptile Distribution System cards must be completed for all herpetological sightings or captures and submitted to herpetofauna@doc.govt.nz and the Department's Westport Operations Manager (Suvi Van Smit; svansmit@doc.govt.nz) within one month of the completion of each Coastal Trail section.

- a. 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/>.

44. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final report and a copy of research findings, any reports and publications electronically to the Department's Westport Operations Manager (Suvi van Smit; svansmit@doc.govt.nz) and permissionshamilton@doc.govt.nz.

The final report must be submitted within one month of the completion of the Authorised Activity or termination of this Authority and contain the following:

- a. The Authority Number 90101-FAU
 - b. Details of lizard survey and salvage findings including the number of each species, location of collection and release points (GPS location, maps)
 - c. Predator control regime for the release site/s
 - d. 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;
 - e. Any implications for conservation management;
 - f. Copies of reports and/or ARDs Cards submitted to the national Herpetofauna Database.
45. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
46. Upon completion of all post-release monitoring events, a report will be submitted to the Department's Westport District Operations Manager and permissionshamilton@doc.govt.nz and herpetofauna@doc.govt.nz, and include the following:
- a. The Authority Number 90101-FAU
 - b. The results of the post-release monitoring
 - c. How the results reflects on the salvage and predator control effort
 - d. Any implications for conservation management and salvage operations

SCHEDULE 4

Lizard Management Plan



BM210001Lizard
Mgmt Plan Kawatiri_

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 90108-FAU

THIS AUTHORITY is made this 1st day of June 2021

PARTIES:

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

AND

Ecology New Zealand Limited (the Authority Holder)

BACKGROUND

A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.

B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Tahi Rangiawha, Acting Operations Manager, Te Rapa District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: 73 Rostrevor Street, Hamilton Shared Service Centre

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, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for surveying, monitoring, species management and research purposes.</p> <p>b. Species - All absolutely protected lizards (Scincidae, Gekkonidae) under the Wildlife Act 1953.</p> <p>c. Quantity – as required.</p> <p>d. Method - by methods described in the Herpetofauna inventory and monitoring toolbox http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>All locations within the Waikato Region as per Schedule 4.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p> <p>g.</p> <p>h.</p> <p>i. All other suitably qualified Ecology New Zealand Limited Staff and Field Assistants under the direct supervision of the above listed personnel as per Schedule 3 Clause 12.</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 1 June 2021 and ending on and including 31 May 2026.</p>
5.	<p>Authority Holder's address for notices</p> <p>(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>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p>

		73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authorised Activity is approved for private locations in the Waikato Region only as per Schedule 4 within the outlined area of the Conservation Board boundary. The Authorised Activity is not authorised for any Public Conservation Land or any land outside of Waikato Region as per Schedule 4.
2. All wildlife must be released in the same location it was caught and must not be transferred to and released at any other location.
3. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
5. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
6. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
7. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
8. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
9. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
10. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
11. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
12. Lizards must only be handled by Personnel Authorised to Undertake this Activity listed in schedule 1(3), or under the direct supervision of the Authorised Personnel and in

accordance with the conditions of this Authority. The Authority holder takes full responsibility of others carrying out the activity under their direct supervision.

13. The Authority Holder must not euthanise any wildlife. Euthanising any wildlife must only be done in accordance with the following:
 - a) the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains an authority from the Grantor to kill absolutely protected wildlife; or
 - b) a veterinarian recommends euthanasia on animal welfare grounds and carries out the euthanasia.
14. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.
15. If, during the authorised activities of catch, transfer or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk and >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor must be informed within 5 working days.
16. The Authority Holder must provide the following information, and any research that has been undertaken, to the Grantor within one month of the conclusion of each survey:
 - a. Number and species of lizards found, and the GPS coordinates for each of these; and
 - b. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and
 - c. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to: <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>); and
 - d. Details in relation to the following:
 - i. Survey area/location;
 - ii. general description of the vegetation/habitat in the survey area;
 - iii. dates and times of survey;
 - iv. location of transects/survey tracks/survey effort;
 - v. total time spent on the survey;
 - vi. personnel involved; and
 - vii. weather conditions during the survey
17. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

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

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

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

20. The authority holder recognises that Te Hau Kainga o Pureora have expressed interest in the authorised activity and shall be contacted before undertaking Lizard surveys in the Maniapoto area. This is to ensure iwi are provided with the opportunity to assist with the study if they so wish. Te Hau Kainga o Pureora can be contacted at:

s9(2)(a)

Biosecurity

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

Termination

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

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

SCHEDULE 4

LOCATION MAP





Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 90109-FAU

THIS AUTHORITY is made this 7th day of September 2021

PARTIES:

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

AND

Ecology New Zealand Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, Hamilton District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lynette Trewavas

Witness Occupation: Permissions Advisor

Witness Address: Hamilton

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>Activity – a. to catch alive, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for surveying and monitoring purposes.</p> <p>Species – b. All absolutely protected lizards (<i>Scincidae</i>, <i>Gekkonidae</i>) under the Wildlife Act 1953 with threat status Not Threatened, At Risk or Data Deficient</p> <p>Quantity – c. as required.</p> <p>Method – d. Artificial cover objects, closed-cell foam covers, visual encounter surveys, live capture traps, spotlighting, manual habitat searches</p>
2.	The Land (Schedule 2, clause 2)	a. All private land within Canterbury Region.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b. [REDACTED]</p> <p>c. [REDACTED]</p> <p>d. [REDACTED]</p> <p>e. [REDACTED]</p> <p>f. [REDACTED]</p> <p>g. [REDACTED]</p> <p>h. [REDACTED]</p> <p>i. All other suitably qualified Ecology New Zealand Limited staff and Field Assistants under the supervision of the above listed personnel.</p>
4.	Term (Schedule 2, clause 4)	Five years, commencing on and including 10 September 2021 and ending on and including 9 September 2026.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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 wildlife must be released in the same location it was caught and must not be transferred to and released at any other location.
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. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
4. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
5. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
6. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
8. The Authority Holder must ensure lizards are 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 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.
11. The Authority Holder must not euthanise any wildlife. Euthanising any wildlife must only be done in accordance with the following:

- a. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains an authority from the Grantor to kill absolutely protected wildlife; or
 - b. a veterinarian recommends euthanasia on animal welfare grounds and carries out the euthanasia.
12. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of each survey:
 - a. Number and species of lizards found, and the GPS coordinates for each of these; and
 - b. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to: <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>); and
 - c. Details in relation to the following:
 - i. Survey area/location;
 - ii. general description of the vegetation/habitat in the survey area;
 - iii. dates and times of survey;
 - iv. location of transects/survey tracks/survey effort;
 - v. total time spent on the survey;
 - vi. personnel involved; and
 - vii. weather conditions during the survey
13. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
14. All monitoring and trapping records must be made available for inspection at reasonable times by officers of the Grantor.
15. A new clause 2.2 is added to Schedule 2 to read as follows:

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

Use of Funnel traps (e.g. gee-minnows) for lizard capture

16. If, during the authorised activities of catch, transfer or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk the authorised activities must cease immediately and the Grantor be informed within 24 hours.
17. Funnel traps shall be furnished with material to provide retreat from predators, and that provides shading and/or protection from weather conditions. Shading and protection from weather shall be provided over the entire trap.
18. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.

19. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 90123-FAU

THIS AUTHORITY is made this 1st day of June 2022

PARTIES:

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

AND

Timaru District 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 Duncan Toogood, Operation Manager, Geraldine District Office, acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Chris Coulter

Witness Occupation: Senior Ranger Community
Witness Address: 13 North Terrace Rd Geraldine

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to catch alive, kill, and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage purposes.</p> <p>b. Species – as per Schedule 4.</p> <p>c. Quantity – as required in accordance with Schedule 3.</p> <p>d. Method –</p> <ul style="list-style-type: none"> i. all lizards will be caught using techniques described in the Herpetofauna inventory and monitoring toolbox at http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/. ii. in accordance with Schedule 3.
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Salvage site: Lot 3 DP 392353 – owned by Timaru District Council, s9(2)(a), alongside the Waihi River near Geraldine</p> <p>b. Release site: Waihi River riparian vegetation, approximately 200 metres from works location.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 June 2022 and ending on and including 31 May 2023</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

- 1 Adhere to approved application
 - 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled “Lizard Management Plan Geraldine Syphon” prepared for WSP and dated 18 March 2022, as submitted in the Authority Holder’s updated Wildlife Application.**
 - 1.2 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.
- 2 Mitigation Conditions
 - 2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 4, using methods in accordance with the relevant Lizard Management Plans described in 1.1.
- 3 Killing wildlife
 - 3.1 DOC Operations Manager, Duncan Toogood at dtoogood@doc.govt.nz is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development or within the release site. A separate application to kill non-authorized species will be required.
- 4 Salvage relocation and habitat enhancement
 - 4.1 The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
- 5 Ownership of absolutely protected wildlife
 - 5.1 This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
 - 5.2 Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
- 6 Lizard capture and handling
 - 6.1 Lizards must only be handled by Authorised Personnel, or under the supervision of the Authorised Personnel.

- 6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
- 6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 6.4 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
- 6.5 The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
- 6.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 6.7 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
- 6.8 The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 7 Death of wildlife associated with salvage activities
- 7.1 If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
- inform the Grantor within 24 hours; and
 - chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
 - send the body to Massey University Wildlife Post Mortem Service for necropsy, **along with details of the animal's history; and**
 - pay for any costs incurred in investigation of the death of any lizard; and
 - if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
- 8 Euthanasia
- 8.1 If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1(3) to get advice on management of the lizard.
- 8.2 The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Authorised Personnel listed under Schedule 1(3) or a veterinarian.
- 9 Lizard Salvage Reporting
- 9.1 A report is to be submitted in writing to the Grantor at permissionshamilton@doc.govt.nz by 30 June each year for the life of this

Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:

- a. the permission number; and
- b. the species and number of any animals collected and released; and
- c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
- d. results of all surveys, monitoring or research; and
- e. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.

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

Released under the Official Information Act

SCHEDULE 4

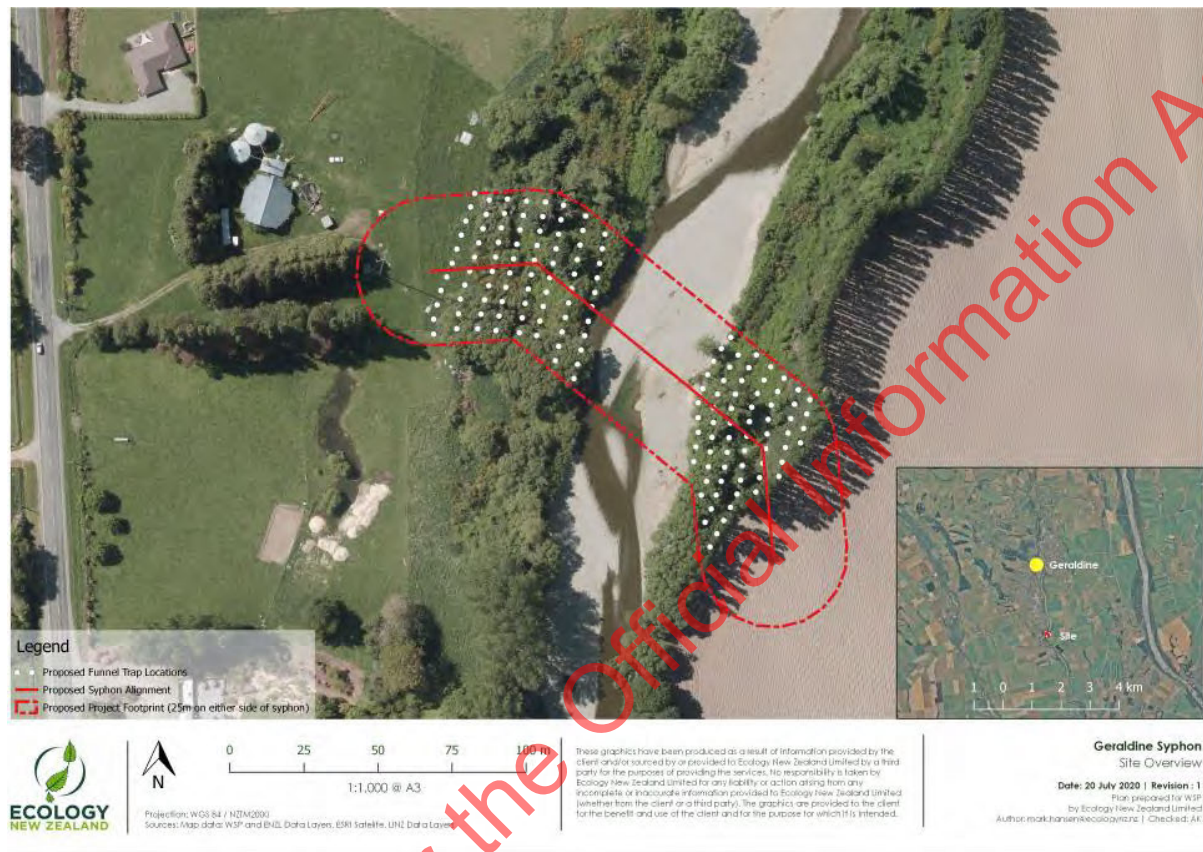
SPECIES

Common Name	Scientific Name
Southern Alps Gecko	<i>Woodworthia</i> sp “Southern Alps”
McCann’s skink	<i>Oligosoma maccanni</i>
Canterbury grass skink	<i>Oligosoma</i> aff. <i>Polychrome Clade 4</i>
Southern grass skink	<i>Oligosomoa</i> aff. <i>Polychrome Clade 5</i>

Released under the Official Information Act

SCHEDULE 5

LOCATION MAP





Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 91137-CAP

THIS AUTHORITY is made this 23rd day of September 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 23 rd September 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED] [REDACTED]

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91141-FAU

THIS AUTHORITY is made this 22nd day of February 2021

PARTIES:

The Director-General 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

Dave Smith - Operations Manager, Aotea/Great Barrier Island, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: D.E Philp

Witness Occupation: Community Ranger

Witness Address: C/- Department of Conservation, Auckland

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <p>To catch the lizard species listed below for the purpose of survey:</p> <p>Copper skink <i>Oligosoma. Aeneum</i></p> <p>Ornate skink <i>O. ornatum</i></p> <p>Elegant gecko <i>Naultinus elegans</i></p> <p>Forest gecko <i>Mokopirirakau granulatus</i></p> <p>Shore skink <i>O. smithii</i></p> <p><u>Methodology:</u></p> <p>Pitfall traps</p> <p>Funnel traps</p> <p>Artificial traps</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Penlink road designation (which links SH1 and Whangaparaoa Peninsula North)</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 10 December 2020 and ending on and including 31 October 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>Victoria Arcade 50 Victoria Street Wellington deb.young@nzta.govt.nz</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

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

Death of wildlife associated with activities covered by the Authority

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.

Euthanasia

2. 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.

Lizard capture and survey

3. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
4. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
5. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
6. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

8. The Authority Holder must ensure lizards are 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 are enclosed.

Research Reports

12. 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.

Released under the Official Information Act



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

Authorisation Number: **91153-FAU**

THIS AUTHORITY is made this 25th day of March 2022

PARTIES:

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

AND

Brook Waimārama Sanctuary 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 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Mark Townsend, Operations Manager, Motueka

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Lionel Solly

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> i. To catch alive, hold and liberate absolutely protected wildlife (kākā <i>Nestor meridionalis</i>) for the purpose of species management ii. To mark kākā for the purpose of distinguishing any wildlife iii. To attach radio transmitters to kākā iv. To take samples from kākā <p>b. Quantity- up to 40 birds</p> <p>b. Method</p> <ul style="list-style-type: none"> i. Juvenile birds will be sourced from the South Island Kākā Captive Breeding Programme. ii. Mark birds by way of banding. <u>A single Designated Level 3 bander</u>, named at the commencement of the Term, must take overall responsibility for all aspects of the banding process. See Special Conditions. iii. Transport birds to the Brook Waimārama Sanctuary iv. Attach radio transmitters to birds v. Release birds within the Brook Waimārama Sanctuary, including into temporary confinement there.
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source sites – South Island Kākā Captive Breeding Programme. Sites currently approved to provide birds are those holding birds with appropriate Top of South genetic pairs. Currently they are:</p> <p>Natureland Wildlife Trust (Nelson) Willowbank Wildlife Reserve (Christchurch)</p> <p>Other source sites may be added subject to approval from the Captive Coordinator for South Island Kākā.</p> <p>Liberation site – Brook Waimārama Sanctuary, Nelson, comprising:</p> <ul style="list-style-type: none"> a. Brook Waimārama Wildlife Sanctuary (Local Purpose Reserve vested in Nelson City Council)

		<p>b. Part Recreation Reserve – Brook Street (South) (Recreation Reserve vested in Nelson City Council)</p> <p>c. Part Sec 13 SO 498803 (Nelson City Council)</p> <p>d. Part Sec 15 SO 498803 (Nelson City Council) Part DP 1716 (Nelson City Council)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>e. Any other persons trained and/or supervised by a. to d. above</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>10 years, commencing on and including 1 April 2022 and ending on and including 31 March 2032.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>651 Brook Street Brook Valley Nelson 7040 Phone: 03 546 2422 Email: info@brooksanctuary.org.nz</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Department of Conservation 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times (www.leavenotrace.org.nz).

- 5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

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

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

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

11. What about the payment of costs?

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

12. Biosecurity

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

13. Are there any Special Conditions?

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

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of absolutely protected wildlife

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

Management of kākā provenance

3. The Authority Holder shall maximise the contribution of northern South Island kākā as priority, including managing releases to maximise the likely contribution of resident birds within the region.
4. Northern South Island sourced birds which enter the captive programme, or their offspring, shall not be released at other sites unless specifically approved to release birds of this provenance (e.g. shall not be release to Orokonui).
5. As far as possible, the captive management of South Island kākā shall ensure southern and northern provenance birds are managed separately. All northern provenance birds shall be released to approved northern sites, southern birds to southern sites.

Adhere with translocation proposal

6. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal titled "Translocation Proposal for Kaka – Brook Waimarama Trust 2021" and its accompanying "BWST kākā advocacy plan" ([DOC-6790342](#) see appendix 1). The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal. In the event of any discrepancy between the application and the conditions of this Authority, the conditions will prevail.

Translocation best practice

7. The results of each transfer will be reviewed by the Authority Holder and Grantor. If operational or reporting targets are not met or other major problems occur, amendments to the translocation design and/or targets in the approved Translocation Proposal must be made and approved before further transfers occur.
8. The Authority Holder must ensure that all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the Kākā Husbandry Manual, the most recent version of which is dated October 2021:

<https://www.doc.govt.nz/globalassets/documents/conservation/native-animals/birds/kākā-husbandry-manual-2021.pdf>

Transportation of any Wildlife

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

Whānau/Hāpu/Iwi

10. The Authority Holder shall liaise with Whānau/Hapū/Iwi associated with the 'gifting' (source) site(s) and 'receiving' (release) site and if any Whānau/Hapū/Iwi have communicated that they wish to be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocation, then every effort must be made for this to happen in consultation with the affected Whānau/Hapū/Iwi.
11. The Authority Holder acknowledges that the Grantor may provide copies of any findings about this translocation to tangata whenua. All monitoring records shall be made available for inspection at reasonable times by Officers of the Grantor.

Bird banding

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

Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

Transmitter attachment

20. Transmitters (with mortality function) may be attached to kākā. The combined weight of the device (including harness) plus any other marks on the bird must not exceed 5% of its body weight. The Authority Holder must use best practice transmitter harnesses and attachment methods. [*See the Species Interventions Toolbox on the intranet for specific best practice for species* : <http://intranet/our-work/biodiversity-and-natural-heritage/threatened-species/species-publications-and-resources/species-interventions-toolbox/> .]
21. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
22. Every reasonable effort must be made to capture all individuals and remove devices that have not already been shed, at the conclusion of the Authorised Activity.
23. Any kākā found, upon recapture, to be injured or otherwise adversely affected by a transmitter, must have their transmitter removed and not be fitted with a transmitter again. A full report of the details of injury will be provided to the Grantor, to help develop best practice.
24. Radio transmitter frequencies 160.6 MHz to 161.11 MHz (channels 48-99) must not be operated unless the Authority Holder is in possession of a separate sub-licence issued by DOC.

Death of wildlife associated with activities covered by the Authority

25. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but in the event that any kākā die during the translocation, or are discovered dead within the Brook Waimārama Sanctuary, the Authority Holder must:
 - a. inform the Grantor as soon as practicable and discuss whether it is necessary to halt all further handling until full investigation of death(s) is completed
 - b. Ensure that appropriate measures are taken to minimise further deaths.
 - c. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - d. send the body to Massey University Wildlife Post-mortem Service for necropsy, along with details of the animal's history;
 - e. pay for any costs incurred in investigation of the death of the kākā; and
 - f. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Euthanasia

26. The Authority Holder shall not euthanize any wildlife unless the Authority Holder:

- Consults with the Captive Management Co-ordinator, if the animal is in captivity, and obtains the consent of the Grantor; or
- Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
- Carries out the euthanasia under direction from the Grantor.

Pest free site biosecurity

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

28. The Authority Holder shall implement the monitoring and incursion response protocols specified in the most up to date version of the BWST Biosecurity Plan taking into account any advice received from the Island Eradication Advisory Group and other suitably qualified and/or experienced persons.

29. If rats, mustelids or cats are detected in the sanctuary prior to the release of kākā then no birds may be released until the pest animal(s) has/have been eradicated and the sanctuary is considered to be 'predator-free'. 'Predator-free' status shall be determined by a suitably qualified and/or experienced person and a report by that person shall be provided to the Grantor prior to any release occurring.

30. The Authority Holder shall, at least annually, arrange for the sanctuary to be surveyed by certified stoat and cat detection dogs, and shall report the results of these surveys to the Grantor within 4 weeks of their completion.

31. The Authority Holder shall advise the Grantor as soon as practicable, and in any case within 5 working days, in the event of any positive detection of mustelids, cats or rats within the sanctuary, and shall thereafter provide weekly updates on the incursion response and number of pest animals detected/killed.

Wildlife health management

32. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure. [[DOCDM-442078](#)].

33. 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.

34. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination prior to transfer using the attached 'Full physical examination form' as a guide. [[DOCDM-636313](#)].

35. The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality.

36. Blood and/or feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure. [[DOCDM-531081](#).]

Post Release Translocation Monitoring

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

Holding conditions

38. The Authority Holder is authorised to hold kākā in an aviary at the Brook Waimārama Sanctuary for up to two months prior to their release into the sanctuary.
39. The Authority Holder may temporarily hold kākā in an aviary at the Brook Waimārama Sanctuary, if the birds are injured and/or in poor health.
40. The specifications for any aviary must be approved by the Grantor prior to its first use. Any subsequent modifications to the aviary must also be approved by the Grantor.

Translocation Reporting

41. Within three months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any kākā authorised by this Authority. This report must be electronically forwarded to the Grantor at lsolly@doc.govt.nz permissionshamilton@doc.govt.nz and to DOC, PO Box 97, Motueka 7143, citing Authority number 91153-FAU.
42. The Authority Holder must provide an annual monitoring report (covering the period 1 July – 30 June) to the Grantor in respect of the translocation of any kākā authorised by this Authority. This report must be electronically forwarded to the Grantor at lsolly@doc.govt.nz and permissionshamilton@doc.govt.nz and to DOC, PO Box 97, Motueka 7143, citing Authority number 91153-FAU. This report must be submitted by 31 July annually.
43. Upon expiry of the authorisation to translocate kākā or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at lsolly@doc.govt.nz permissionshamilton@doc.govt.nz and to DOC, PO Box 97, Motueka 7143, citing Authority number 91153-FAU. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain the following:
 - a. the provenance and number of kaka released
 - b. report on the translocation and post-release monitoring
 - c. any implications to conservation management
44. All reports must follow the Grantor's Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal and include the following information:
 - a. Number of birds released during the relevant 12-month period;

- b. Results of post-release monitoring;
 - c. Details of birds temporarily held within any aviary authorised, (including date(s), number held, and whether able to be released);
 - d. Details of any kākā confirmed to have died within the sanctuary during the relevant 12-month period, including dates and cause of death (if known);
 - e. Nesting attempts/success (if information available);
 - f. Estimate of number of kākā within the sanctuary at the end of the reporting period
45. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
46. In the event of any proposed translocation event not meeting the terms and conditions of this Authority; it may be considered by the decision-maker through the applicant applying for a variation to Wildlife Act Authority 91153-FAU.

APPENDIX 1:



Translocation
Proposal Application



Appendix A - BWST
kākā advocacy plan.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91183-CAP

THIS AUTHORITY is made this 12th 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 Manager, Hamilton 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 obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953.</p> <p>b. Species – Lizards as specified in Schedule 4</p> <p>c. Amount – as required subject to schedule 3</p> <p>d. Purpose – for conservation purposes</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 17 May 2021 and ending on and including 16 May 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Adhere to Best Practice Guidelines

- 12.1 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).

13. Access to private property for inspection

- 13.1 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.

- 13.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.

- 13.3 The Grantor may recover costs of inspections from the Authority Holder.

14. Obtaining, disposing of and transfer of lizards

- 14.1 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.

- 14.2 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.

- 14.3 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.

- 14.4 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.

- 14.5 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).

15. Husbandry standards

- 15.1 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).

- 15.2 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.
- 15.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 15.4 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.
- 15.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 15.6 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).
- 15.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

16. Record keeping

- 16.1 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.
- 16.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year. Authorisation Number: 91183-CAP

17. Surrender of existing Authority

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

18. Insurance conditions

- 18.1 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/hāpu/iwi.
- 18.2 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.

- 18.3 The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.
- 18.4 Where 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.
- 18.5 The species must not be housed with any other species.
- 18.6 The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
- 18.7 The lizards and their progeny may be obtained only from persons holding an Authority to keep that species of lizard in captivity.
- 18.8 The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance to an approved translocation proposal.
- 18.9 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.

SCHEDULE 4

Approved lizards

1	Forest gecko
2	Wellington green gecko
3	Auckland green gecko
4	Northland green gecko
5	Taranaki Goldstripe gecko
6	Jewelled gecko
7	Duvaucel's Gecko
8	Copper skink
9	Moko skink

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 91186-CAP

THIS AUTHORITY is made this 30th day of September 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 30 September 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

		<div>s9(2)(a)</div> Phone: <div>s9(2)(a)</div> Email: <div>s9(2)(a)</div>
5.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team 73 Rostrevor Street Level 4 Hamilton 3240 Email: doclizards@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91202-CAP

THIS AUTHORITY is made this 7th day of October 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 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 Stephanie Bowman, Permissions Manager, Hamilton 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 obtain alive, have in possession, transfer and liberate sick, starving or injured birds outlined in Schedule 1.b for rehabilitation purposes.</p> <p>b) Species –</p> <ul style="list-style-type: none"> i. Pigeons ii. Passerines iii. Cormorants iv. Rails excluding takahe v. Kingfisher vi. Morepork vii. Shorebirds (short-term up to 48 hours only) viii. Gamebirds (short-term up to 48 hours only) ix. Kiwi (short-term up to 24 hours only) <p>c) Method –</p> <ul style="list-style-type: none"> i. Capture by hand ii. Transfer to and from address of rehabilitation iii. Assess, monitor, and treat sick and unhealthy birds <p>d) Quantity –</p> <ul style="list-style-type: none"> i. Hold in possession as required
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private residence: 243 Stanners Road, Kerikeri</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 October 2021 and ending on and including 30 September 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>

		Email: None
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

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 notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
2. The Authority Holder must not euthanise any wildlife.
3. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
4. Any wildlife that is not fit for release within three months must be assessed by a veterinarian or transferred to Whangarei Native Bird Recovery Centre or other authorised holder for further rehabilitation care.
5. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
6. 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.
7. Wildlife held for rehabilitation shall not be displayed to the public
8. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
9. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to Permissionshamilton@doc.govt.nz and bayofislandsbooking@doc.govt.nz.
10. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to permissions@doc.govt.nz and bayofislandsbooking@doc.govt.nz by 30 June in each year a copy of these annual records.
11. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
12. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91203-FAU

THIS AUTHORITY is made this 3rd day of August 2021

PARTIES:

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

AND

Summerset villages (Waikanae) Limited (the Authority Holder)

BACKGROUND:

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity – to catch alive, have in possession, kill and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage</p> <p>b) Species –</p> <ul style="list-style-type: none"> a. Northern grass skink (<i>Oligosoma polychroma</i>) b. Copper skink (<i>Oligosoma aeneum</i>) c. Ornate Skink (<i>Oligosoma ornatum</i>) d. Raukawa gecko (<i>Woodworthia maculata</i>) e. Ngahere gecko (<i>Mokopirirakau</i> 'southern North Island') f. Barking gecko (<i>Naultinus punctatus</i>) <p>c) Quantity – up to 20 skinks (all species) and 20 gecko (all species)</p> <p>d) Method –</p> <ul style="list-style-type: none"> a. Pit-fall traps with Artificial Cover Objects b. Spotlighting c. Post-felling vegetation searches
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>Additional experienced team members supervised by the above personnel.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2021 and ending on and including 31 July 2029</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>PO Box 5187 Level 27, Majestic Centre 100 Willis St Wellington 6140 New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan "Summerset Waikanae Lizard Management Plan Prepared for Summerset Villages (Waikanae) Limited 28 June 2021", attached as Appendix One. The exception to this is where there is a special condition below which supersedes the above document.
2. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
3. The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
4. DOC Operations Manager Kapiti-Wellington is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

Ownership of absolutely protected wildlife

5. 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.
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.

Lizard capture and handling

7. Lizards must only be handled by Authorised Personnel (s9(2)(a)) or under the direct supervision of the Authorised Personnel.
8. Lizard capture, handling and relocation should be undertaken at a suitable time of year (September-May) when lizards are active, as advised by Personnel listed under schedule 1 clause 3.
9. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
10. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
11. The Authority Holder must 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.

12. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps), are checked within 12 hours after sunrise.
13. 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.
14. 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.
15. The Authority Holder must ensure lizards are released into the relocation sites on the same day as they are found and released with a minimum of four hours of daylight remaining (for diurnal species) or one hour after sunset (and within four hours of sunrise) for nocturnal species.
16. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor within 5 working days; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
 - b. follow the Grantor's instructions on where to send the body, along with details of the **animal's history; and**
 - c. pay for any costs incurred in investigation of the death of any lizard; and
 - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
17. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact the Grantor or a veterinarian to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Grantor or a veterinarian.

Monitoring

18. If more than 10 skinks or 10 geckos are found during salvage operations, post-release monitoring must be undertaken. A post-release monitoring plan must be prepared by a suitably qualified ecologist and agreed by the Grantor if post-release monitoring is required.

Reporting

19. A report is to be submitted in writing to the DOC Operations Manager, Kapiti-Wellington Office, wellington@doc.govt.nz and permissionshamilton@doc.govt.nz, within 3 months of the salvage being completed summarising outcomes in accordance with the Ecological 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 (e.g. detailed habitat description and habitat map), post release monitoring methods and what contingency actions were required.

20. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz, citing Authority number 91203-FAU. This report shall be submitted by the 31st July annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91215-FAU

THIS AUTHORITY is made this 19th day of April 2021

PARTIES:

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

AND

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

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. 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

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, 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>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – a. to obtain alive and have in possession species declared to be game under the Wildlife Act 1953 listed in Schedule 1.1.b.</p> <p>Species – b. Ring Necked Pheasant (<i>Phasianus colchicus</i>) and California Quail (<i>Callipepla californica</i>).</p> <p>Quantity – c. two California Quail and two Ring Necked Pheasants.</p> <p>Method – d. to hold birds in captivity subject to Schedule 3.</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 19 April 2021 and ending on and including 18 April 2026.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address 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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held only on the property listed as per Schedule 1(2)(a).
3. The birds are not to be released except with an authorisation issued by the Department of Conservation that allows for the release of the birds.
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(6) 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. This includes ensuring the birds have adequate shelter from sun and wet weather.
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 shall not breed, hatch, rear or have in possession any other wildlife other than what has been authorised in this Authorisation at Schedule 1.1. If the Authority Holder wishes to do this, they must apply to and be issued with a separate authorisation by the Department of Conservation.
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder must ensure that all birds are free of avian disease.
11. No birds shall be used as a means to develop or support commercial activities or for any pecuniary gain.
12. A new sub clause is added at Schedule 2 7.1 which reads:

 “(c) or for any other purpose the Grantor decides”.
13. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

SCHEDULE 4

GUIDANCE

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



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91251-FAU

THIS AUTHORITY is made this 20th 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(1) and Section 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Hamilton Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: 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.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. Hold protected wildlife listed in Schedule 1(b) to establish a captive population ii. Interact with protected wildlife (listed in this authority) for the purpose of conservation research <p>b. Species – Stag Beetle (<i>Geodorcus helmsi</i>)</p> <p>c. Quantity - Up to 80 (collected under authority 86347-FAU)</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Land: Department of Zoology, 340 Great King Street Dunedin</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Hold captive – The authority holder (Sheri Johnson) Undertake Conservation Research – Sheri Johnson and any other Otago University staff/students deemed suitably skilled to undertake the listed activity</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>10 years commencing on and including 1 June 2021 and ending on and including 31 May 2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: 340 Great King Street Dunedin 9054 New Zealand Phone: 03 479 7929 Email: sherj.johnson@otago.ac.nz</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Captive Population

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.
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 protected species and their progeny must not be released to the wild, unless directly instructed by the Grantor
4. The Authority Holder consents to any officer of the Grantor inspecting the protected species held under this Authority and the facilities in which it is contained at any reasonable time, including any time after the expiry or termination of this Authority. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder
5. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality.
6. The protected species must not be housed with any other species, except with the written permission of the Grantor.
7. The Authority Holder is to develop a protocol for managing and preventing fungal infection as part of the *Geodorcus helmsi* captive population management.
8. If 20% of the collected beetles die, the Grantor may review the Authority; and the Authority may be varied or terminated.
9. The holder must keep the protected species at the Department of Zoology, 340 Great King Street Dunedin and this authority to hold is valid and effective at that address only.
10. The Authority Holder must notify the Grantor prior to relocating the protected species to an address other than that stated in Schedule 1
11. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife and will engage solely with the Grantor to arrange rehoming of the protected wildlife and may be responsible for the cost of care while the Stag Beetle (*Geodorcus helmsi*) is rehomed.

Reporting

12. 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.

13. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
14. Upon completion of the authorised activity the authority holder is to provide the Department with a summary of techniques and practices used throughout the breeding programme to better inform future conservation work on the taxon.

Termination

15. Upon either termination of this Authority or the expiry of this Authority the Authority Holder must surrender to the Grantor the wildlife authorised for holding under this Authority. Officers of the Grantor are authorised to enter the Land of the Authority Holder to uplift the wildlife held under this Authority.
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**".

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 91293-CAP

THIS AUTHORITY is made this 14th day of October 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 14 October 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p>

		Phone: s9(2)(a) Email: s9(2)(a)
5.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: doclizards@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91298-FAU

THIS AUTHORITY is made this 10th 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 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 Stephanie Bowman, Permissions Manager, Hamilton Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: Hamilton 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.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity - to take or otherwise obtain alive species declared to be game under the Wildlife Act 1953 and to liberate such game in the release site listed in Schedule 1 2.b for augmentation and hunting purposes</p> <p>b) Species - Ring-necked pheasant (<i>Pheasianus colchius</i>)</p> <p>c) Quantity - maximum amount of up to 30 birds per year of the species listed in Schedule 1.1.b.</p> <p>d) Method - to obtain the birds from an existing Authority Holder who is authorised to transfer gamebirds.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a) Holding site: s9(2)(a)</p> <p>b) Release site: s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 10 May 2021 and ending on and including 9 May 2031.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

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

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. All birds shall be released with unclipped wings.
5. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
6. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the Hawkes Bay Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at northland@fishandgame.org.nz to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 87616-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 birds obtained in total
 - b. The number of birds reared in total
 - c. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. A new sub clause is added at Schedule 2 7.1 which reads:

“(c) or for any other purpose the Grantor decides”.

13. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.
14. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
15. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
16. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(6) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
17. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release. This includes ensuring they have protection from the sun and wet weather.

Banding –

18. All birds must be banded, in accordance with the banding conditions listed in Schedule 3 of this Authority (Special Conditions 18 – 27) prior to being released.
19. 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**.
20. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
21. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
22. 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.
23. If a band is taken off a bird for any reason, it must NOT be used on another bird.
24. 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/>)
25. 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>)

26. 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.
27. The Authority Holder must notify the Hamilton District Office, via email to permissionshamilton@doc.govt.nz and bandingoffice@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.

Released under the Official Information Act

SCHEDULE 4

GUIDANCE

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



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91317-FAU

THIS AUTHORITY is made this 20th 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, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephannie Bowman, Permissions Hamilton Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: 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.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity – To obtain alive, have in possession, transfer and liberate sick, starving or injured birds outlined in Schedule 1.b for rehabilitation purposes</p> <p>b) Species –</p> <ul style="list-style-type: none"> - Pigeons - Passerines - Cormorants - Shorebirds (short-term up to 48 hours only) - Game birds - Rails excluding takahe - Kingfisher - Morepork (short-term up to 48 hours) <p>c) Method –</p> <ul style="list-style-type: none"> i. Capture by hand ii. Transfer to and from address of rehabilitation iii. Assess, monitor, and treat sick and unhealthy birds <p>d) Quantity –</p> <ul style="list-style-type: none"> iv. Mark and hold in possession as required
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Residence:</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) (The Authority Holder)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 June 2021 and ending on and including 31 May 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>

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

Rehabilitation

1. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
2. 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.
3. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
4. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
5. 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.
6. Wildlife held for rehabilitation shall not be displayed to the public
7. 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.
8. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to Permissionshamilton@doc.govt.nz and bayofislandsbooking@doc.govt.nz.
9. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor at Permissionshamilton@doc.govt.nz and bayofislandsbooking@doc.govt.nz by 30 June in each year a copy of these annual records.
10. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
11. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.

Banding

12. The inclusion of banding conditions does not imply that the rehab facility should band all released birds (with the exception of birds noted in special condition 13); it provides permission to do so if there is capability (utilizing a level 3 Bander). It is recommended that the authority holder registers as a trainee operator with the NZNBBS. Registering will enable the authority holder to access training and oversight from a local level 3 bander.
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) 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/nznbbbs-data-spreadsheet.xlsx>)
20. A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator. All operators capturing or marking birds must be registered with the NZNBBS.
21. Colour banding is authorised, subject to prior approval of the colour band combinations by the Banding Office.

Banding of captive-reared gamebirds (Regulation 39 of the Wildlife Regulations 1955)

22. Mallard ducks, Grey ducks and their hybrids received at the facility as eggs/ducklings (not yet able to fly) and raised in captivity should be banded prior to release.

23. An exception is granted to the requirement to band other gamebird species (as per Wildlife Act 1953 Schedule 1) raised in captivity at this facility.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91320-FAU

THIS AUTHORITY is made this 11th day of March 2021

PARTIES:

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

AND

Whinray Ecological Charitable Trust (WECT) (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jack Mace, Director Operations, Lower North Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Chris Visser

Witness Occupation: Operations Manager, East Coast

Witness Address: Gisborne, East Coast

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity:</p> <ul style="list-style-type: none"> i. To catch alive ii. To take samples (health screening swabs only) iii. To liberate iv. To mark with transponders v. To monitor <p>For the purpose of advocacy</p> <p>b. Species: Tuatara (<i>Sphenodon punctatus</i>)</p> <p>c. Quantity: Up to five (5)</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Catch alive and take samples –</p> <ul style="list-style-type: none"> i. Peacock Springs (Isaac Conservation Trust), Christchurch OR ii. as directed by the Tuatara Captive Coordinator <p>b. Liberate, mark, monitor and take samples –</p> <ul style="list-style-type: none"> i. Whinray Ecological Charitable Trust predator fenced sanctuary, Motu, Gisborne
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. All suitably trained and experienced persons under the direct supervision of Steve Sawyer</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 12th March 2021 and ending on and including 11th March 2030</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>c/- s9(2)(a)</p> <p>Ecoworks NZ Ltd 1048 Waimata Valley Road Gisborne 4071 Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?
- 10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of absolutely protected wildlife

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

Adhere with Translocation Proposal

3. The translocation of tuatara must be undertaken in accordance with the approved translocation proposal titled "Translocation Proposal Application Form 11a Whinray Eco Trust – Mahaki Iwi Tuatara Project, Gisborne" submitted by the Authority Holder on 11th February 2021.
4. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

Whānau/Hāpu/Iwi

5. **If any of the 'gifting' (source site) whānau/hāpu/iwi and/or 'receiving' (release site) whānau/hāpu/iwi** have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.
6. 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.

MOU with Ngāti Koata

7. The Authority Holder must provide a copy of a signed MOU **between Ngāti Koata** and the Authority Holder within 20 working days of the translocation.

Tuatara captive programme

8. The Captive Coordinator will determine the facilities that wildlife are to be obtained from.

Translocation best practice

9. To the extent that it is practicable the Authority Holder shall ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the draft Tuatara Translocation Best Practice Manual as supplied by the Grantor.
10. The Authority Holder shall provide a management plan to the Grantor (permissionshamilton@doc.govt.nz and gisborne@doc.govt.nz) by 12 March 2022 outlining how this small population will be managed to prevent or control breeding to minimise the chance of establishing an inbred population based on limited founders. This may include, but is not limited to, the addition of a more diverse founding population, control of breeding and/or separation of males and females.

Wildlife health management

11. 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.
12. The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality, or showing positive test results from screening.
13. Blood, feather and/or reptilian tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.
14. Catching and handling of tuatara should only occur for the purposes of husbandry and/or health checks. The Authority Holder must not handle or otherwise disturb tuatara for advocacy purposes.

Marking of wildlife

15. An approved operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for tuatara transponder insertion, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.

Translocation Reporting

16. Within 6 months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any *Sphenodon punctatus* authorised by this Authority. This report must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz citing Authority number 91320-FAU.
17. From 12th March 2021 until 11th March 2030, the Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any *Sphenodon punctatus* authorised by this Authority. This report must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz citing

Authority number 91320-FAU. This report must be submitted by 30 June annually.

18. Upon expiry of this Authorisation or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at permissionshamilton@doct.govt.nz citing Authority Number 91320-FAU.
19. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor.
20. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and general public if requested.

Records and reporting

21. The Authority Holder must report all monitoring results to gisborne@doc.govt.nz citing Authority number 91320-FAU.

Inspection

22. The 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 location in which it is kept.

Death or escape

23. The Authority Holder must notify the Captive Co-ordinator and the Grantor within 24 hours of the death, escape or disappearance of any Threatened or At Risk protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
24. If any tuatara should die, the Authority Holder must
 - a. inform the Grantor within 5 days;
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post Mortem Service for necropsy, **along with details of the animal's history**;
 - d. pay for any costs incurred in investigation of the death of any tuatara.

Termination of Authority

25. 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.
26. Upon receipt of written notice of revocation of this Authority the Authority Holder must surrender to the Department of Conservation the protected species held under this Authority; and for this purpose the Authority Holder authorises the Grantor and agents of the Grantor to enter onto the property of the Authority Holder to uplift the protected species if the Authority Holder neglects, fails or otherwise refuses to surrender it.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91322-FAU

THIS AUTHORITY is made this 19th day of May 2021

PARTIES:

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

AND

Alliance Ecology Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager Hamilton 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 catch alive, kill, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953 for survey and small-scale salvage.</p> <p>b. Species – As per Schedule 4.</p> <p>c. Quantity – as required subject to schedule 3 clause 1.</p> <p>d. Method –</p> <ul style="list-style-type: none"> i. all skinks, geckos and frogs will be caught using techniques described in the Herpetofauna inventory and monitoring toolbox ii. in accordance with Schedule 3.
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>All private locations within the Auckland Region.</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 24 May 2021 and ending on and including 23 May 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of absolutely protected wildlife

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

Lizard capture and handling

3. Lizard capture, handling and relocation should be undertaken at a suitable time of year [September-May] when lizards are active, as advised by Personnel listed under schedule 1 clause 3.
4. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
5. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
6. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
7. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
8. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
9. The Authority Holder must ensure lizards are 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.
10. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

11. If any threatened lizard species are found, the Authority Holder must advise the Grantor within one working day and seek further advice.
12. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor within 5 working days; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
 - b. follow the Grantors instructions on where to send the body, along with details of the **animal's** history; and
 - c. pay for any costs incurred in investigation of the death of any lizard; and
 - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Frog capture and handling

13. The Authority Holder must adhere to the current national Frog Hygiene Protocol as per 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.
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 as per Schedule 5 and the methods 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.

Mitigation

15. This Authority allows the survey and salvage of a population up to twenty (20) individuals of any lizard species as listed in Schedule 4, and survey only of Hochstetter frogs, by the Personnel listed under Schedule 1 clause 3. If a larger number is estimated at the salvage site, a separate application to translocate over twenty (20) individuals is required.
16. The Authority Holder is permitted to release wildlife only subject to the following:
 - a. lizards that are classified as Not Threatened or At Risk species under the current threat classification system;
 - b. into release site(s) that are assessed by a qualified herpetologist as being of similar or better habitat than the source location, and capable of supporting that lizard species;

- c. into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the relevant DOC Services Manager);
- d. into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (e.g. complex rock stack), or long-term predator control; and
- e. into release site(s) where the site has long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).

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

17. Any salvage operation for wildlife shall be accompanied by a Lizard/Ecological Management Plan that outlines, as a minimum, capture and handling techniques to be applied, the proposed relocation release site, management of the release site including provision for protection of relocated wildlife, provision of post-release monitoring, actions that will be followed in the event that Threatened lizard species are found within the development footprint and contingencies should establishment of salvaged wildlife fails. This plan must be provided to the Grantor prior to the salvage activity occurring.

Killing wildlife

18. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard/Ecological Management Plan to ensure adequate mitigation of effects has been achieved.
19. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. A separate application to translocate Threatened species will be required.
20. 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).
21. Once a Lizard/Ecological Management Plan has been prepared the Authority Holder may hold any of the salvaged wildlife in captivity for up to twelve (12) months. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Lizard/Ecological Management Plan.

Euthanasia

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

Reporting

DOC-6665012

23. A report is to be submitted in writing to the DOC Operations Manager, Auckland Office, auckland@doc.govt.nz and permissionshamilton@doc.govt.nz, within 3 months of each salvage being completed summarising outcomes in accordance with the Ecological Management Plan. Each report must include:
- the permission number; and
 - the species and number of any animals collected and released; and
 - the GPS location (or a detailed map) of the collection point(s) and release point(s); and
 - results of all surveys, monitoring or research; and
 - description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed (e.g. detailed habitat description and habitat map), post release monitoring methods and what contingency actions were required.
24. 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 Lizard TAG (and/or to 'Terrestrial Science Unit' if requested), and to permissionshamilton@doc.govt.nz, citing Authority number 91322-FAU. This report shall be submitted by the 31st of December annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.
25. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz, within 1 month of sighting or capture.

Cultural

26. The Grantor shall require the Authority Holder to make all reasonable endeavours to **attend a Ngāti Manuhiri cultural induction if any** herpetofauna are salvaged and relocated within the rohe of Ngāti Manuhiri (<http://www.tkm.govt.nz/iwi/ngatimanuhiri/>). This can be arranged by contacting s9(2)(a)

27. The Authority Holder must handle any herpetofauna in a culturally appropriate manner.
28. The Grantor shall require the Authority Holder to inform Ngāti Manuhiri of how many herpetofauna are being relocated and where prior to relocation if in their rohe.

SCHEDULE 4

WILDLIFE SPECIES

Lizards

Common Name	Scientific Name
Copper skink	<i>Oligosoma aeneum</i>
Ornate Skink	<i>Oligosoma ornatum</i>
Shore Skink	<i>Oligosoma smithi</i>
Moko Skink	<i>Oligosoma moko</i>
Elegant Gecko	<i>Naultinus elegans</i>
Forest Gecko	<i>Mokopirirakau grantulatus</i>
Pacific Gecko	<i>Dactylocnemis pacificus</i>
Duvaucel's Gecko	<i>Hoplodactylus duvaucelli</i>
Raukawa Gecko	<i>Woodworthia maculate</i>

Frogs

Common Name	Scientific Name
Hochstetter's frog *Survey only	<i>Leiopelma</i>



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91330-CAP

THIS AUTHORITY is made this 31st day of March 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 and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jack Mace, Director Operations, Lower North Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jenny Nelson-Smith

Witness Occupation: Operations Manager, Hawkes Bay

Witness Address: Napier, Hawkes Bay

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. Hold protected wildlife listed in Schedule 1 (1b) in captivity for breeding purposes ii. To mark and band listed protected species for conservation purposes <p>b. Species – Takahē (<i>Porphyrio hochstetteri</i>)</p> <p>c. Quantity – Up to 100 Takahē (50 pairs)</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Land: s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. All personnel under the supervision of the Authority holder deemed suitably qualified and experienced to undertake the authorised activity</p> <p>b. For the attachment of bands - all persons supervised by or under the direction of a Level 3 operator as stipulated in the New Zealand National Bird Banding Scheme</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>10 years commencing on and including 1 April 2021 and ending on and including 31 March 2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Takahē Husbandry

1. The Authority Holder is responsible for ensuring husbandry standards are met as set out in the Department of Conservation's Takahē Husbandry Manual.
2. The Authority Holder must cooperate with the Takahē Captive Management Coordinator and must manage the birds in accordance with the Takahē Husbandry Manual and Takahē Management Plan.
3. The enclosure within which the birds are held must comply with the standards set out in the Takahē Husbandry Manual, the Animal Welfare (Zoos) Code of Welfare 2004 and National Animal Welfare Advisory Committee / Ministry of Agriculture and Fisheries.
4. The Authority Holder consents to any officer of the Grantor inspecting the protected species held under this Authority and the facilities in which it is contained at any reasonable time, including any time after the expiry or termination of this Authority. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
5. The capture, handling, transfer, release or monitoring of the takahē must follow that detailed in the Takahē Husbandry Manual and Takahē Management Plan. Any deviations from this recommended best practise must be approved by the Director-General.
6. No manipulation or handling of the birds other than for husbandry or welfare purposes is permitted without prior consultation with the Captive Management Coordinator.
7. Takahē health must be monitored regularly using the techniques outlined in the Takahē Husbandry Manual and Takahē Management Plan.
8. The takahē may only be handled by Authorised Personnel. Any others needing to handle the takahē must be approved in writing as takahē handlers by the Captive Management Coordinator, or be under the direct supervision of Authorised Personnel.

Captive holding of wildlife for advocacy purposes

9. The protected species and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
10. The Authority Holder may, only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:
 - a. the other person holds an Authority to keep the protected species in captivity; and
 - b. the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
 - c. the transfer is to or from a DOC facility and directed by the DOC approved Captive Co-ordinator for the protected species.
11. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Coordinator and written permission of the Grantor.

12. The Authority Holder must adhere to the current Grantor-approved takahē management plan, husbandry manual and advocacy plan for the protected species and undertake the breeding, transfer and/or release according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.
13. The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor of the death, escape or disappearance of any Threatened or At Risk protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
14. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.
15. The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:
 - the other person holds an Authority to keep the wildlife in captivity; or
 - the transfer is to a DOC facility.
16. The Authority Holder must maintain records which detail the number of birds in the possession of the Authority Holder, any nesting attempts, eggs produced, health issues, deaths, transfers in and out and any other information which the Director-General requests. These must be submitted in an annual report (in the annual report format as enclosed) to the Takahē Recovery Programme by the 30th September each year.
17. The Authority Holder must retain the annual records for five years and make them available for inspection at any time by persons authorised in writing by the Director-General for these purposes.

Takahē nesting attempts

18. Any nesting attempts resulting in the laying of eggs must be reported to the Takahē Captive Management Coordinator within 48 hours who will then advise of the appropriate action. Fertile eggs may be removed from the Authority Holder for incubation and rearing by the Department of Conservation.

Banding

19. 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.
20. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
21. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
22. 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.
23. If a band is taken off a bird for any reason, it must NOT be used on another bird.

24. 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.
25. 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.

Treatment of illness or injuries

26. The Authority Holder must inform the Takahē Captive Management Coordinator of any illness or suspected injuries immediately they are discovered. Approval of the Takahē Captive Management Coordinator must be obtained prior to the application or administration of any medication to the takahē.
27. The Authority Holder may not euthanise any takahē unless the Authority Holder;
 - a. obtains the consent of the Director-General, 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 Takahē Captive Management Coordinator.

Death / disposal / use of materials

28. In the event of a takahē death, procedures outlined in the Takahē Husbandry Manual and Takahē Management Plan must be followed. The body must be sent to Massey University promptly and the Captive Coordinator must be informed.
29. The birds (live and/or dead), eggs and any progeny remain the property of the Director-General and any transfer of the birds (live and/or dead), eggs or progeny outside the specifications in this authority will require a separate authority.
30. Takahē eggs and feathers may be provided for the purpose of display if approved by the Grantor. Requests for display of Takahē eggs and feathers must be made to the Takahē Recovery Programme; approval will be granted by Ngai Tahu.

Inspections

31. The Authority Holder must make available for inspection at all reasonable times, by persons authorized in writing by the Director-General for that purpose, the birds held under this authority and the enclosure in which they are kept.
32. If required by the Director-General, the Authority Holder must make such improvements to the enclosure of the birds as are necessary to comply with the Takahē Husbandry Manual and Takahē Management Plan.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91336-CAP

THIS AUTHORITY is made this 3rd day of March 2021

PARTIES:

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

AND

New Plymouth District 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 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>To receive and hold in captivity two little owls (<i>Athene noctua</i>) for the remainder of their lives the purpose of advocacy.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Brooklands Zoo (30 Brooklands Park Drive. New Plymouth 4310)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Eve Cozzi (Assistant Curator) Louise McKenna (Head Keeper) Joline West (Keeper) Anna Willetts (Keeper) Kelly Green (Keeper) Maxine Jenkins (Keeper) Jenny Bucksmith (Part-time Keeper) Imke Askevold (Part-time Keeper) And any other personnel who succeed, supplement or assist those staff members in any of their roles, during the term of this Authority).</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 3rd March 2021 and ending on and including 2nd March 2036. Note: when the two individual little owls covered by this Authority die they cannot be replaced unless a separate Authority is applied for and granted.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: Brooklands Zoo 30 Brooklands Park Drive New Plymouth 4620 Phone: 06 769 5320 (Eve Cozzi: Direct dial) Mobile: s9(2)(a) (Eve Cozzi: Assistant Curator) Email: eve.cozzi@npdc.govt.nz</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Hamilton Shared Services Centre Department of Conservation 73 Rostrevor Street Hamilton 3204 Phone: 07 858 1000 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. All wildlife held under this Authority remain the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.
2. The Holder must at all times have access to the services of a fully-qualified and competent veterinarian, should his or her services be required.
3. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material.
4. The Authority Holder cannot sell the wildlife.
5. The transportation of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).
6. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible.
7. The Authority Holder shall not euthanize any wildlife unless the Authority Holder:
 - Consults with the Captive Management Co-ordinator (as applicable) and obtains the consent of the Grantor; or
 - Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
 - Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable).
8. If any wildlife held under this authority is found to be permanently injured the Authority Holder shall immediately inform the **Grantor's** New Plymouth District Office and comply with any instructions.
9. All wildlife held under this Authority and any enclosures in which they are kept shall be made available for inspection by officers of the Grantor at any time.
10. 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.
11. All enclosures and feed dishes are to be cleaned daily and maintained in a manner that minimises disease risk.
12. If a disease outbreak is suspected **the Authority Holder shall notify the Grantor's** New Plymouth District Office immediately.
13. Extra accommodation shall be available to enable separation of birds due to illness.
14. If any changes are made to the Authority Holder's holding facilities, these shall changes shall be photographed **and submitted to the Grantor's** New Plymouth District Office.

15. 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.
16. The Authority Holder, as soon as is practicable, must adopt and work within, all new standards and procedures produced and approved by the Grantor, during the term.
17. The protected species and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
18. The Authority Holder may only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:
 - a. the other person holds an Authority to keep the protected species in captivity; and
 - b. the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
 - c. the transfer is to or from a DOC facility.
19. The protected species must not be housed with any other species, except with the written permission of the Grantor.
20. The Authority Holder must maintain and keep annual records detailing:
 - a. the number of individuals of the protected species in the possession of the holder;
 - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
 - c. any other information which the Grantor from time to time may require.
 - d. The Authority Holder must retain these records for 5 years.
21. The Authority Holder must notify the Grantor prior to relocating the protected species to a new location and apply for an Authority to keep the protected species at that new location.
22. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.
23. The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:
 - the other person holds an Authority to keep the wildlife in captivity; or
 - the transfer is to a DOC facility.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91344-FAU

THIS AUTHORITY is made this 17th day of March 2021

PARTIES:

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

AND

Port Otago Limited 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, Coastal Otago Operations Manager acting under delegated authority

s9(2)(a)

Witness Signature

Witness Name: Benjamin Davies

Witness Occupation: Community Ranger

Witness Address: Level 1/265 Princes Street, The Exchange, Dunedin 9016

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"> i. To catch alive and liberate Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i>, for the purpose of species management in accordance with the Lizard Management Plan dated December 2020 titled “Port Otago Ltd & Dunedin City Council Revised Lizard Management Plan for Te Rauone Beach” contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 ii. To kill (euthanize) Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> for animal welfare purposes. iii. To kill Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> in the process of site works and wildlife salvage <p><u>Quantity:</u></p> <ul style="list-style-type: none"> i. As required. <p><u>Methodology:</u></p> <ul style="list-style-type: none"> i. Catch alive <ul style="list-style-type: none"> a. Manual searches b. Gee’s-Minnow traps and Pitfall traps c. Artificial Cover Objects
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>935 Harington Point Road and 948 Harington point Road, Te Rauone Beach, Otago Peninsula</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> a. s9(2)(a) b. Others under the supervision of s9(2)(a)
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 4 March 2021 and ending on and including 3 March 2023</p>
5.	<p>Authority Holder’s address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>15 Beach Street Port Chalmers Dunedin 9023 New Zealand</p> <p>Phone: 03 472 7890</p>

		Email: angus.Robertson@dcc.govt.nz
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Lizard Management Plan

1. The Authorised Activity must be undertaken in accordance with the Lizard Management **Plan titled “Port Otago Ltd & Dunedin City Council Revised Lizard Management Plan for Te Rauone Beach”** and dated December 2020 (hereafter referred to as ‘Lizard Management Plan’), annexed to this Authority as Schedule 4.
2. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

Ownership of absolutely protected wildlife

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

Death of wildlife associated with activities covered by the Authority

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

Injured wildlife

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

Avoidance

7. Prior to habitat clearance, the herpetologist will work with the Authority Holder and relevant contractors to identify (geo-reference, map and mark on the ground) areas of habitat that may be avoided as per the Lizard Management Plan.
8. The Authority Holder shall ensure that the project herpetologist is at the on-site induction meeting prior to each stage of works to brief personnel on lizard habitat areas to avoid, 'no-go zones', and to explain the purpose of the no-go zones and where lizards and their habitat exists over the footprint (including a 3 m buffer from the edge of lizard habitat).

Salvage and Relocation

9. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (i) using methods described in Lizard Management Plan and attached as Schedule 4.
10. Lizards must only be handled by Authorised Personnel [Mandy Tocher], or under the direct supervision of the Authorised Personnel.
11. The area to be salvaged includes areas outside the identified and marked 'no-go zones' plus a three-meter buffer all within the footprint of the proposed works
12. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (i) are found within the footprint of the development or within a release site, the Authority Holder must immediately contact the Department of Conservation (DOC) Dunedin District Office Operations Manager, for further advice.
13. Should more than a total of 150 individuals of Southern grass skink be salvaged across all stages/salvage areas combined, the Authority Holder must perform actions as set out in the Contingency Mitigation section of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

Capture and Handling

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. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
16. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
17. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
18. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
19. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

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

Habitat Creation

22. Created lizard habitat will replace cleared or disturbed lizard habitat on a 1:1 basis. The total amount lizard habitat affected by works will be mapped and quantified to ensure the same area is then developed as lizard habitat. Notwithstanding this, approximately 0.2 ha of lizard habitat will be created ahead of all works (2 x habitat units of 0.1 ha).
23. The Authority Holder must register the proposed fenced lizard areas as Dunedin City Council assets and the registered asset must specify that chemical herbicides are not to be used in the fenced lizard areas.

Incidentally Kill Wildlife

24. 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 Reporting

25. The Authority Holder must provide a salvage report including the following information to the Grantor and permissionshamilton@doc.govt.nz within three months of the conclusion of the salvage:
 - a. Effort, dates, times and weather conditions of salvage and relocation; and
 - b. Number, age and sex of Southern grass skink *Oligosoma aff. Polychroma Clade 5* salvaged, and the GPS coordinates (or a detailed map) of the collection point(s) and release point(s); and
 - c. The areas into which the skinks were relocated; and
 - d. The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
 - e. The methods used to create the lizard habitat, including photographs of key design features; and
 - f. Copies of reports submitted Amphibian and Reptile Distribution System cards to the Grantor and 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/>).
26. 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.

Outcome Reporting

27. A final report prepared by the project herpetologist must be electronically submitted to permissionshamilton@doc.govt.nz and herpetofauna@doc.govt.nz within three months of completion of the salvage and release outcome monitoring (which may conclude after up to 5 years of annual monitoring) and contain the following:
 - a. the Authority Number [91344-FAU]; and

- b. results of all the surveys and monitoring outcomes in accordance with the Lizard Management Plan, including:
- c. the baseline relative abundance of Southern grass skinks across the reserve, pre-works, during and after works, methods used to estimate abundance, results and discussion; and
- d. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required

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

SCHEDULE 4

Revised **Lizard Management Plan for Te Rauone Beach**” and dated December 2020 - [DOC-6584752](#). To print out and attach to authority.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91371-FAU

THIS AUTHORITY is made this 10th day of September 2021

PARTIES:

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

AND

YUS HOMES NZ LIMITED (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Nicholas Barnes

Witness Occupation: Community Ranger

Witness Address: 13B Wall Place, Kenepuru, Porirua

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity - to catch alive, kill, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage purposes.</p> <p>b. Species</p> <ul style="list-style-type: none"> i. Barking Gecko (<i>Naultinus punctatus</i>) ii. Northern Grass Skink (<i>Oligosoma polychroma</i>) iii. Copper Skink (<i>Oligosoma aeneum</i>) iv. Ornate Skink (<i>Oligosoma ornate</i>) <p>c. Quantity - As required (compensation provisions subject to schedule 3 and associated Lizard Management Plan - section 5.0)</p> <p>d. Method –</p> <ul style="list-style-type: none"> i. Methods described in the Herpetofauna inventory and monitoring toolbox http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/ ii. Kill as required subject to Schedule 3
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> - 80/102 Meremere Street, Wainuiomata, Lower Hutt 5014 (Salvage and release of Northern Grass skink and Copper Skink) - Matiu/Somes Island (Release of Barking Gecko and Ornate Skink) - Outlined more specifically in Schedule 4 and 5 and 6 of this Authority
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Qualified Herpetologist nominated by the Authority Holder including but not limited to:</p> <p>s9(2)(a)</p> <p>All other suitably qualified RMA Ecology Limited Staff and Field Assistants under the direct supervision of the above listed personnel as per Schedule 3 clause 16</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 October 2021 and ending on and including 30 September 2023</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>27 Iwa Street Mapua Tasman 7005 New Zealand</p>

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

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SCHEDULE 3

SPECIAL CONDITIONS

Adhere to approved application

1. The Authorised activity is to be carried out at 80/102 Meremere Street, Wainuiomata, Lower Hutt 5014, as per Schedule 4, within the outlined section.
2. The Authorised Activity must be undertaken in accordance with the application form **titled “Wildlife Act Authority (General) Application form 9” which is signed and dated 4th October 2020**
3. The Authority Holder must undertake the authorised activity in accordance with the **Lizard Management Plan titled “102 MEREMERE STREET, WAINUIOMATA MANAGEMENT PLAN” received by the Department on 5 September 2021**
4. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.

Mitigation Conditions

5. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1.1.b **using methods described in the applicable Lizard Management Plan titled “102 MEREMERE STREET, WAINUIOMATA MANAGEMENT PLAN.”**
6. The Authority Holder must perform actions as set out in the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

Killing Wildlife

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

Salvage relocation and habitat enhancement

8. Northern Grass Skink and Copper Skink are to be relocated within the area defined in Schedule 4 of this Authority
9. Barking Geckos and Ornate skinks (if found) shall be released onto Matiu/Somes Island
10. If found Barking Geckos and Ornate Skinks must be transported to Matiu/Somes Island individually in clean containers with shredded paper or similar and a source moisture – no vegetation or soil, or invertebrates.
11. Transportation of Barking Gecko and Ornate Skinks shall occur in the morning (take the 10am Ferry to the Matiu/ Somes Island from Queens Wharf or 10.40am from Days Bay)
12. Barking Gecko must be released directly into the taupata and muehlenbeckia vegetation near the ranger house as set outlined in Schedule 5 of this authority.
13. Prior to release Ornate Skinks 5x ACOs shall be established below the plant nursery as marked on the map shown in Schedule 6 where the leaf litter is deep and old dead

branches are present. Release should occur into an ACO or under leaf litter next to a rotting branch or similar debris.

Ownership of absolutely protected wildlife

14. 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.
15. 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

16. Lizards must only be handled by Authorised Personnel, Graham Ussher and Tony Payne, or under the direct supervision of the Authorised Personnel.
17. Lizard capture, handling and relocation should be undertaken at a suitable time of year, October – March, when lizards are active, as advised by a suitably experienced herpetologist.
18. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
19. 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/>
20. 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.
21. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
22. 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.
23. 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.
24. 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.

Death of wildlife associated with salvage activities

25. 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; 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 Postmortem 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

26. 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

27. A report is to be submitted in writing to DOC Ranger Brent Tandy at btandy@doc.govt.nz and Permissionshamilton@doc.govt.nz by 30 June each year for the life of this Authorisation, (and see Schedule 3 clause 29), 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.

28. 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.

Matiu/Somes Island Lizard Salvage Reporting

29. Photos and all data collected (as outline in LMP section 4.2) for ornate skinks and barking gecko shall be sent within 24 hours of release to [Island Rangers matiusomes@doc.govt.nz, and Brent Tandy btandy@doc.govt.nz and also included in the annual and final reports.

30. A detailed report shall be submitted to DOC on the barking gecko and ornate skink translocation that allows for DOC to fully understand the methods and processes **followed and to allow full reporting of these species' translocations to Matiu/Somes.**

31. Detailed photos that allow for individual photo recognition shall be taken and submitted to DOC btandy@doc.govt.nz. These shall include (but are not limited to) dorsal photo of left and right side, lateral and ventral all unobstructed and showing the full length

Termination

32. A new clause is added to Schedule 2 clause 7.1 as follows:

“(c) or for any other reason the Grantor believes the Authority should be terminated

Released under the Official Information Act

SCHEDULE 4

Northern Grass/Skink Copper Skink Salvage and Release site



The release site (blue circle) relative to the salvage site (red polygon). Northern Grass Skink/Copper Skink which are identified and salvaged shall be released into the area shown

SCHEDULE 5

Barking Gecko Matiu/Somes Island Release site



Barking Gecko Salvaged from the mainland site shall be transported and released onto Matiu/Somes Island at the location identified (pink)

SCHEDULE 6

Ornate Skins Matiu/Somes Island Release site



Ornate Skink salvaged from the mainland site shall be transported and released onto Matiu/Somes Island at the location identified (pink)



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91376-CAP

THIS AUTHORITY is made this 10th 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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor

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.	<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 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 – as listed in Schedule 4 of this authority</p> <p>c) Quantity - as required subject to Schedule 3 Clause 18</p> <p>d) Purpose - to hold in permanent captivity</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Residence:</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) (The Authority Holder)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 10 May 2021 and ending on and including 9 May 2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team 73 Rostrevor Street – Level 4 Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. 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).
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).
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).
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).
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 and waikato@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. 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.

SCHEUDLE 4 APPROVED SPECIES

Common Name	Scientific Name	Species Category
Matapia gecko	<i>Dactylocnemis</i> “Matapia Island”	General authorisation
Te Paki gecko	<i>Dactylocnemis</i> “North Cape”	General authorisation
Pacific gecko	<i>Dactylocnemis pacificus</i>	General authorisation
Ngahere gecko	<i>Mokopirirakau</i> “southern North Island”	General authorisation
Forest gecko	<i>Mokopirirakau granulatus</i>	General authorisation
Elegant gecko	<i>Naultinus elegans</i>	General authorisation
Northland green gecko	<i>Naultinus grayii</i>	General authorisation
Barking gecko	<i>Naultinus punctatus</i>	General authorisation
Schist gecko	<i>Woodworthia</i> “Central Otago”	General authorisation
Kawarau gecko	<i>Woodworthia</i> “Cromwell”	General authorisation
Kaikouras gecko	<i>Woodworthia</i> “Kaikouras”	General authorisation
Minimac gecko	<i>Woodworthia</i> “Marlborough mini”	General authorisation
Kahurangi gecko	<i>Woodworthia</i> “Mount Arthur”	General authorisation
Pygmy gecko	<i>Woodworthia</i> “pygmy”	General authorisation
Short-toed gecko	<i>Woodworthia</i> “southern mini”	General authorisation
Korero gecko	<i>Woodworthia</i> “Otago/Southland large”	General authorisation
Southern Alps gecko	<i>Woodworthia</i> “Southern Alps”	General authorisation
Waitaha gecko	<i>Woodworthia cf. brunnea</i>	General authorisation
Raukawa gecko	<i>Woodworthia maculata</i>	General authorisation
Duvaucel’s gecko	<i>Hopodactylus duvaucelii</i>	Insurance
Aupori (green) gecko	<i>Naultinus</i> “North Cape”	Insurance
Jewelled gecko	<i>Naultinus gemmeus</i>	Insurance
Marlborough green gecko	<i>Naultinus manukanus</i>	Insurance
Rough gecko	<i>Naultinus rudis</i>	Insurance
Starred gecko	<i>Naultinus stellatus</i>	Insurance
West Coast green gecko	<i>Naultinus tuberculatus</i>	Insurance
Copper skink	<i>Oligosoma aeneum</i>	Insurance
Waiharakeke grass skink	<i>Oligosoma aff. polychroma</i> Clade 2	Insurance
South Marlborough grass skink	<i>Oligosoma aff. polychroma</i> Clade 3	Insurance
Canterbury grass skink	<i>Oligosoma aff. polychroma</i> Clade 4	Insurance
Southern grass skink	<i>Oligosoma aff. polychroma</i> Clade 5	Insurance
Tatahi skink	<i>Oligosoma aff. smithi</i> “Three Kings, Te Paki, Western Northland”	Insurance
Green skink	<i>Oligosoma chloronoton</i>	Insurance
Falla’s skink	<i>Oligosoma fallai</i>	Insurance
Speckled skink	<i>Oligosoma infrapunctatum</i>	Insurance
Spotted skink	<i>Oligosoma lineocellatum</i>	Insurance
McGregor’s skink	<i>Oligosoma macgregori</i>	Insurance
Small-scaled skink	<i>Oligosoma microlepis</i>	Insurance
Moko skink	<i>Oligosoma moco</i>	Insurance
Ornate skink	<i>Oligosoma ornatum</i>	Insurance
Otago skink	<i>Oligosoma otagense</i>	Insurance
Northern grass skink	<i>Oligosoma polychrome</i>	Insurance
Shore skink	<i>Oligosoma smithi</i>	Insurance
Scree skink	<i>Oligosoma waimatense</i>	Insurance
Goldstripe skink	<i>Woodworthia chrysosiretica</i>	Insurance



Wildlife Act Authority for wildlife on private and public conservation land

Authorisation Number: 91377-FAU

THIS AUTHORITY is made this 20th day of April 2021

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 and Regulation 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules

PERMITS the Authority Holder pursuant to part 3B of the Conservation Act 1987 and section 49, 50 and 59A of the Reserves Act 1977

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, Hamilton Office 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, Hamilton 3204

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. To catch alive, have in possession and liberate the following absolutely protected wildlife for the purpose of penguin monitoring and rescue transfer to rehabilitation: - Spheniscidae (Penguins) ii. To mark – with transponders <p>b. Method –</p> <ul style="list-style-type: none"> iii. Monitor – Weigh and assess sick and unhealthy Penguins iv. Capture – by hand and v. Transfer – to permitted rehabilitation centres following best practice standards of transport vi. Mark – by way of PIT tagging <p>c. Quantity –</p> <ul style="list-style-type: none"> vii. Catch alive, have in possession and liberate – as required viii. To mark – as required
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> - As outlined in Schedule 4 <p>Private Land</p> <ul style="list-style-type: none"> - As outlined in Schedule 5 subject to condition 2.3 of this authority
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>The following listed personnel subject to conditions listed in Schedule 3:</p> <ul style="list-style-type: none"> a. Philip Crutchley (Christchurch City Council) b. Rory McNamara (Christchurch City Council) c. s9(2)(a) (Registered Vet) d. Any other person deemed suitably qualified, experienced and trained to undertake the authorised activity under the direct supervision of the authority holder
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 April 2021 and ending on and including 19 April 2031</p>

5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>101 Victoria Park Rd</p> <p>Cashmere</p> <p>Christchurch 8022</p> <p>New Zealand</p> <p>Phone: 03 941 5998</p> <p>Email: phil.crutchley@ccc.govt.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

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

Rescue Rehabilitation

1. The Authority Holder is Authorised to catch and handle the wildlife on the land described under Schedule 1.2, for the purpose of tending to injuries or for rehabilitation.
2. The Authority Holder shall release all birds that were brought into rehabilitation or veterinary care back to the areas where the birds were caught from, where it is practicable and safe to do so.
3. All wildlife not requiring rehabilitation must be released at the location where it was found if it is practicable and deemed safe to do so.
4. All wildlife handled during the Authorised Activity must be handled as carefully as possible using accepted monitoring protocols and best practices. The Authorised Activity shall be conducted as directed by the Grantor at the start of each breeding season using approved monitoring protocols, best practice and any other information supplied for the Authority Holder by the Grantor. The **Authority Holder shall contact the Grantor's** Mahaanui Office (+64 3 341 9100) at 31 Nga Mahi Road, Sockburn, Christchurch prior to each breeding season.
5. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in Wildlife monitoring or rescue transfer to rehabilitation centres.
6. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may **decide**".

Property of the Crown

7. This Authorisation gives the Authority Holder the right to catch alive, liberate and mark absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
8. 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

9. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy along with details of the **animal's** history.
10. If any of the wildlife should die the Authority Holder shall:
 - a. Ensure that the body is chilled if it can be delivered within 24 hours, or frozen if delivery will take longer than 24 hours.

- b. Ensure appropriate measures are taken to minimise further deaths.
- c. Notify the Grantor, citing Authority number 91377-FAU along with **details of the animal's history.**
- d. Discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.
- e. Pay for any costs incurred in investigation of the death of any birds.

Euthanasia

11. Euthanasia must only be carried out if:

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

Transponder insertion

- 12. Insertion of transponders must be carried out according to the relevant Department of Conservation Best Practice Guide or Standard Operation Procedure (SOP) for penguins.
- 13. If a best practice or SOP does not exist for any given species, then the Authority Holder will consult with the Grantor to establish how a best practice might be developed and which organisation will take the lead and the timeframe for developing such a best practice.
- 14. A nominated operator certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for penguin transponder insertion must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.

Transport

- 15. All wildlife held under this authority shall be transported to a veterinarian or the nearest authorised penguin rehabilitation centre for treatment and rehabilitation and shall be liberated once fit for release at the location where it was captured, where practicable and if it is safe to do so.
- 16. Birds shall only be transported **to a safe location that is 'dog free' or to a rehabilitation centre** that has an Authority to hold penguins for the purposes of rehabilitation, veterinary clinic or veterinary hospital, if considered necessary.
- 17. All birds shall be kept separate from domestic animals.
- 18. All transportation containers shall be cleaned immediately after transportation of any wildlife.

Reporting

- 19. The Authority Holder must enter relevant data about Yellow-eyed Penguins / hoiho into the Yellow-eyed Penguin Season Data Spreadsheet located on the shared hoiho working group drive.

20. In addition, the Authority holder must contribute to the fortnightly hoiho updates administered by Jim Fyfe, DOC Dunedin Office (jfyfe@doc.govt.nz)
21. A full inventory of all species caught, the date and location uplifted, location delivered to, person undertaking the uplift, and the outcome of the activity, shall be submitted to the Grantor's Hamilton Permissions Team, permissionshamilton@doc.govt.nz and the **Grantor's Mahaanui Office** (+64 3 341 9100; esienquiries@doc.govt.nz) at 31 Nga Mahi Road, Sockburn, Christchurch no later than 30 April each year, citing Authority Number 91377-FAU.
22. Any newly-marked birds, as well as any tags or bands found on dead marked individuals, or lost bands/tags, must be recorded and reported as instructed on the DOC website: <http://www.doc.govt.nz/our-work/bird-banding/reporting-a-bird-band/>
23. All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.

Expectations of the public

24. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
25. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
26. If approached by members of the public while undertaking the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.
27. The Authority Holder and the 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 phutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
28. 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>.
29. The wildlife held under this authority shall not be displayed for any purposes.

Variations

30. 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.

SCHEDULE 4

Public Conservation Land on which activities outlined in Schedule 1 are permitted

Public Conservation Land		
Lakeside Wildlife Management Reserve	Tutakakahikura Scenic Reserve	Sign of The Packhorse Scenic Reserve
Conservation Area Lakeside	Akaroa Harbour Marginal Strip	Montgomery Park Scenic Reserve
Harts Creek Wildlife Management Reserve	Cemetery Reserve Akaroa	Camp Bay Marginal Strip
Boggy Creek Wildlife Management Reserve	Armstrong Scenic Reserve	Godley Head Farm Park Reserve
Conservation Area Te Waihora Proposed Picnic Area	Dan Rogers Nature Reserve	Mt Sinclair Scenic Reserve
Williams Government Purpose Reserve Wildlife Management	Palm Gully Scenic Reserve	Waipuna Saddle Scenic Reserve
Wards Government Purpose Reserve Wildlife Management	Akaroa Head Scenic Reserve	Lyttelton Scenic Reserve
Greenpark Sands Conservation Area	Akaroa Marginal Strip	Buckleys Bay Scenic Reserve
Conservation Area Lakelands Wildlife Reserve	Ellangowan Scenic Reserve	Hunter Native Forest Scenic Reserve
Ataahua Scenic Reserve	Mt Pearce Scenic Reserve	Tauhinukorokio Scenic Reserve
Conservation Area Motukarara Rail Trail Aorangi	Peraki Bay Scenic Reserve	Goodwin Scenic Reserve
Conservation Area Motukarara Rail Trail	Te Oka Scenic Reserve	Sage Recreation Reserve
Conservation Area Kaitorete Spit	Peraki Saddle Scenic Reserve	Conservation Area Annandale
Conservation Area Pacific Ocean Foreshore Kaitorete Spit	Carews Peak Scenic Reserve	Port Levy Marginal Strip
Kaitorete Spit Conservation Area Marginal Strip	Long Bay Scenic Reserve	Conservation Area Summit Road Gebbies Pass
Kaitorete Spit Scientific Reserve	Saddle Hill Scenic Reserve	Cemetery Reserve Little Akaloa
Wairewa Conservation Area	Historic Reserve Takapuneke	Hay Scenic Reserve
Magnet Bay Scenic Reserve	Hammond Point Recreation Reserve	Whatarangi Scenic Reserve
Devils Gap Scenic Reserve	Otepatotu Scenic Reserve	Kaituna Spur Scenic Reserve
Mt Herbert Scenic Reserve	Pohatu Government Purpose Reserve Wildlife Refuge	Mt Fitzgerald Scenic Reserve

Conservation Area Western Valley	Godley Head Farm Park Reserve	Morice Settlement Scenic Reserve
Waghorn Scenic Reserve	Little Akaloa Scenic Reserve	Conservation Area McCormacks Bay
Horomaka Island Recreation Reserve	Port Levy Recreation Reserve	Conservation Area Avon River Tow Path Bexley
Pukerauaruhe Island Recreation Reserve	Gravel Reserve Pigeon Bay Road	Conservation Area Wetlands Area Kalapohia
Ripapa Island Historic Reserve	Conservation Area Dyers Pass Road Governors Bay	Conservation Area Brockenhurst Wetlands
Adderley Head Scenic Reserve	Recreation Reserve Mount Pleasant	Ferry Reserve Kaiapoi River
Quail Island Recreation Reserve	King Billy Island Scenic Reserve	Kaituna Valley Scenic Reserve
Glenralloch Scenic Reserve	Governors Bay Scenic Reserve	

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SCHEDULE 5

Banks Peninsula/Wider Christchurch

Operative area in which activities outlined in Schedule 1 are permitted to be undertaken on private land subject to standard condition 2.3





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

Authorisation Number: 91389-FAU

THIS AUTHORITY is made this 22nd day of December 2021

PARTIES:

- **The Director-General of Conservation and where required the Minister of Conservation (the Grantor), AND**
- **Waka Kotahi NZ Transport Agency (the Authority Holder)**

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations for specified acts under the Wildlife Act 1953 (the **Act**).
- B. The Authority Holder proposes to construct a bypass of around 6km from Uruti to Ahititi (**Project**).
- C. The Project area is yet to be confirmed by survey. The Authority Holder is in the process of seeking to secure resource consents (**Consents**) and confirmation of the Notice of Requirement (**NOR**) necessary to complete the Project.
- D. The Authority Holder will implement a significant effects management package to address the adverse effects associated with the Project if it successfully obtains the Consents and the NOR. With respect to the effects on wildlife, technical experts advise that the effects management package will promote the protection of protected wildlife.
- E. In preparation for the Project works commencing, the Authority Holder wishes to obtain authorisations issued under the Act.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

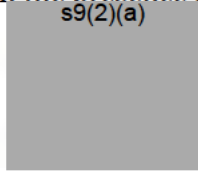
AUTHORISES the Authority Holder to undertake the activities specified in this Authority, under Section 53 of the Act, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Penny Loomb

Witness Occupation: Personal Assistant

Witness Address: C/- 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)</p> <p>(Schedule 2, clause 2)</p>	<p><u>The activities authorised are:</u></p> <ol style="list-style-type: none"> To catch or otherwise obtain alive, possess and liberate protected wildlife identified in Schedule 4 for the purpose of species management. To kill protected wildlife identified in Schedule 5 during construction. To take or otherwise obtain the eggs of North Island brown kiwi <i>Apteryx mantelli</i>. To catch alive the protected wildlife listed under Schedule 6 for the purpose of rehabilitation. <p><u>Quantity:</u></p> <ol style="list-style-type: none"> As required. <p><u>Methodology:</u></p> <p>Lizards:</p> <ol style="list-style-type: none"> Systematic manual salvaging by hand. <p>Bats:</p> <ol style="list-style-type: none"> Systematic manual salvaging by hand. <p>Kiwi:</p> <ol style="list-style-type: none"> Systematic manual salvaging by hand using a trained kiwi dog. <p>Other avifauna:</p> <ol style="list-style-type: none"> Systematic manual salvaging by hand by hand. <p><u>Marking:</u></p> <ol style="list-style-type: none"> Marking Long-tailed bats <i>Chalinolobus tuberculatus</i> 'North Island' using radio transmitters only, for the purpose of locating bat roosts. Marking North Island Brown Kiwi <i>Apteryx mantelli</i>
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		using radio transmitters only, for the purpose of locating the species.
2.	The Land (Schedule 2, clause 2)	i. As shown on the maps at Schedule 8 being approximately 20.725 hectares of permanent occupation and approximately 16.705 hectares of temporary occupation, subject to survey and condition 1 of Schedule 3.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	i. A suitably qualified expert with expertise relevant to the protected wildlife species concerned. ii. Others under the direct supervision of the suitably qualified expert.
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 January 2022 and ending on and including 31 December 2031.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand NZTA C/- Tonkin and Taylor Norris Ward McKinnon House Level 5 711 Victoria Street Hamilton 3240
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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 and the Department of Conservation's New Plymouth / Ngā Motu District Office Operations Manager(s) 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, through 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, contractors 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 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 statutory instruments and Grantor's notices and directions?

6.1 The Authority Holder must comply with all statutes, bylaws, regulations and other statutory instruments associated with the Land. 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 regulations.

6.2 The Authority Holder will comply with all notices, directions and requisitions of the Grantor and any competent authority relating to the conduct of the Authorised Activity.

7. Are there limitations on public access and closure?

7.1 The Authority Holder acknowledges that parts of the Land are open to the public for access and that the Grantor may close public access to areas under his control during periods of high fire hazard or for reasons of public safety or emergency.

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 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.

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, two (2) hours after the email is sent.

- 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.
- 10.2 The Department of Conservation may at any time furnish the Authority holder with an invoice for costs identified in Schedule 2, clause 10.1 of this Authority. The Authority holder will pay the invoice within 20 working days of receipt of that invoice. The date of receipt of the invoice will be determined in accordance with Schedule 2, clauses 9.1(a) to 9.1(c) of this Authority.

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. In the event of inconsistency or conflict, the Special Conditions will prevail over this Schedule 2 and / or the May 2019 ELMP.

13. Can the Authority be varied?

- 13.1 The Authority Holder may apply to the Grantor for variations to this Authority.
- 13.2 Any variation to this Authority will be recorded in writing.

SCHEDULE 3

SPECIAL CONDITIONS

General

1. The Authority Holder shall address the effects that the Authorised Activity will have on wildlife in accordance with the associated effects management measures set out in the Ecology and Landscape Management Plan, dated May 2019 and referenced MMA-ENV-ECL-RPT-3237 (May ELMP) at Schedule 7. As such, the Authority Holder will not undertake the activities authorised in this Authority until it is certain that it will implement the full suite of effects management measures specified in the May ELMP.
2. The provisions of the May ELMP form a part of this Authority and the Authority Holder will undertake the Authorised Activity, including the methodologies, in accordance with the May ELMP.
3. Where woody vegetation is felled, every effort should be made to minimize the distance the vegetation is moved to a site outside the project footprint that is of similar woody habitat and then left to degrade naturally. Prior to mulching vegetation every effort must be made to identify protected wildlife within or on the vegetation.
4. The Authority Holder shall immediately notify the Grantor and New Plymouth / Ngā Motu District Office Operations Manager(s) if it encounters wildlife that are not covered by this Authority and seek to obtain further authority under the Act, as required. The Authority Holder will cover all costs associated with or connected to the Authorised Activity.

Catch Alive and Liberate

5. The Authority Holder may catch alive and liberate the protected wildlife identified in Schedule 4 of this Authority, provided that such liberation is within five hundred (500) metres of the Project footprint or greater distance approved by the New Plymouth / Ngā Motu District Office Operations Manager.
6. If the Authority Holder wishes to liberate the protected wildlife identified in Schedule 4 of this Authority in an area located further than five hundred (500) metres from the Project footprint and does not have approval from the New Plymouth / Ngā Motu District Office Operations Manager, a separate translocation authority must be obtained.

Liberating rehabilitated wildlife

7. If any injured wildlife are discovered, the Authority Holder shall take the wildlife immediately to the New Plymouth Vet Group (235 Devon Street East, New Plymouth 4310) for triage assessment, and must notify the New Plymouth / Ngā Motu District Office Operations Manager within 24 hours. The Authority Holder shall follow the directions of the triage assessment, unless otherwise directed by the New Plymouth / Ngā Motu District Office Operations Manager.
8. The Authority Holder shall follow the directions of the New Plymouth / Ngā Motu District Office Operations Manager in the event Threatened or At Risk species identified in Schedule 6 require rehabilitation.
9. Subject to condition 9 below, the Authority Holder is only permitted to release wildlife identified in Schedule 6 into the following release sites recommended by a qualified

wildlife expert, unless otherwise directed by the New Plymouth / Ngā Motu District Office Operations Manager:

- a. Site(s) of similar or better habitat than the source location and nearest to the source location that are capable of supporting that species.
10. The Authority Holder must obtain instructions from New Plymouth / Ngā Motu District Office Operations Manager as to whether a separate translocation authority is required, if proposing to release wildlife over 500 metres from the source site.
11. Only the eggs of North Island kiwi can be removed from the site provided the Department's standard approved techniques are used.

Lizard Salvage

12. The Authority Holder must perform actions as set out in the contingencies and adaptive management sections of the Lizard Management Plan part of the May ELMP, and must provide compensation to ensure adequate mitigation of effects has been achieved, as outlined in the May ELMP.

Ownership of Protected Wildlife

13. All 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.
14. The Authority Holder may to possess protected wildlife in accordance with the terms and conditions of this Authorisation.
15. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife collected or otherwise obtained under this Authority.

Death of Protected Wildlife Associated with Activities Covered by the Authority

16. 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 twenty-four (24) hours of the death;
 - b. chill the body if it can be delivered within seventy-two (72) hours of the death, or freeze the body if delivery will take longer than seventy-two (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 Massey University 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.

Injured Protected Wildlife and Euthanasia

17. If any protected wildlife are injured as part of the Authorised Activity or in the course of undertaking activities associated with the Project, the Authority Holder shall contact a

suitably qualified person to get advice on management of the protected wildlife, including how to best address the injury.

18. The Authority Holder will take all reasonable steps to rehabilitate protected wildlife, in line with the advice of a suitably qualified person.
19. The Authority Holder is authorised to appoint a qualified veterinarian to euthanize injured animal(s) on the recommendation of the suitably qualified person. Once euthanized, the Authority Holder will deal with the protected wildlife in accordance with condition 11.
20. The Authority Holder shall notify the Department of Conservation's New Plymouth / Nga Motu Operations Manager(s) within 12 hours of euthanizing protected wildlife. The notification will include details of the species of wildlife euthanized and personnel involved in the euthanization of the wildlife.

Salvage, Relocation and Handling

21. Protected wildlife capture, handling and relocation should be undertaken at a suitable time of year when wildlife are active, as advised by a suitably experienced expert.
22. The Authority Holder shall ensure that the relevant suitably qualified experts are at the on-site induction prior to works commencing.

Transmitter Attachment

23. Transmitters may be attached to wildlife in accordance with Schedule 1, item 1. The combined weight of the device (including harness) plus any other marks on the wildlife should not exceed 3% of its body weight. The Authority Holder must use best practice transmitter harnesses and attachment methods. [See the Species Interventions Toolbox on the intranet for specific best practice for species: <http://intranet/our-work/biodiversity-and-natural-heritage/threatened-species/species-publications-and-resources/species-interventions-toolbox/>]
24. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
25. Every reasonable effort must be made to capture all individuals and remove devices at the conclusion of the Authorised Activity.

Kokako

26. In the event nesting kokako or their nests are detected in the Project area, all works shall stop in the immediate area and the Authority Holder will notify the New Plymouth / Ngā Motu District Office within two (2) hours of detection. Subsequent actions are to be developed in accordance with clause 6.3 of the May ELMP. A nesting Kokako shall be determined by following any kokako discovered for up to 2 hours continuously to see if it goes to a nest.

Capture and handling methods for all species

27. Capture and handling methods (including egg North Island Kiwi egg removal) shall follow those described in the inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring>.

Lizard Capture and Survey

28. 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.
29. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and placed out of direct sunlight to minimise the risk of overheating, stress and death as advised and supervised by an suitably qualified herpetologist approved by the Grantor.
30. The Authority Holder must be supervised by a suitably qualified herpetologist.
31. 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.
32. Capture and handling of lizards must involve only techniques that avoid or minimise the risk of infection or injury to the animal.
33. 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.
34. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
35. 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.
36. The Authority Holder must obtain a translocation authority in order to translocate any striped skink to Rotokare Scenic Reserve. The Authority Holder shall contact the New Plymouth / Ngā Motu District Office about the process to be followed.

Bat Conditions

37. Any injured bats found must be taken to a suitable veterinarian confirmed by the Department of Conservation's New Plymouth / Ngā Motu Operations Manager(s) for triage or further care. If the veterinarian subsequently determines that the bat is in a healthy condition, a chiropterologist appointed by the Authority Holder is authorised to immediately liberate the bats PROVIDED THAT:
 - a. the bat or bats are only liberated in an area where works are not currently occurring; and
 - b. the bat or bats are liberated into an appropriate habitat at least 1 hour after dusk and before midnight in appropriate environmental conditions i.e . above 12 degrees Celsius and little to no rain.
38. In the event any bat is killed or injured by enabling or construction works, or if any vegetation is removed and bats are found in it during or post-felling, on inspection; then the following shall take place:

- a. works shall cease immediately on sighting the bat(s),
 - b. the dead or injured wildlife shall be reported in writing to the Grantor immediately; and
 - c. a review of the development methodology in question shall then be undertaken in conjunction with the Grantor, and an agreed process to minimise the further killing or injuring of wildlife implemented, prior to works recommencing.
39. The Authority Holder shall ensure that all tree felling is in accordance with the Bat Management Plan included in the May ELMP.
40. The Authority Holder shall ensure that all supervisors, managers or others in a leadership capacity working under it, carry a copy of this Authority and the Vegetation Removal Protocols at all times and must ensure the Authority terms and conditions are complied with.

Reporting

41. A full report of all bat monitoring data shall be provided to the Grantor at the conclusion of the tree felling and at any reasonable time upon request by the Grantor during the felling operations. All reports shall be forwarded to: newplymouth@doc.govt.nz and titled "Attention: community ranger"; and to permissionshamilton@doc.govt.nz citing permission number 91389-FAU, by 30 June each year for the life of this Authorisation.
42. A salvaging report is to be submitted to newplymouth@doc.govt.nz and titled "Attention: community ranger" and to permissionshamilton@doc.govt.nz citing permission number 91389-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:
- a. the species and number of any animals collected and released;
 - b. the GPS location (and/or a detailed map) of the collection point(s) and release point(s);
 - c. copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
 - d. 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.

Kiwi conditions

43. All activities shall be carried out as per the latest Kiwi Best Practice Manual <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>, and in accordance with related provisions of the May ELPM.
44. The kiwi shall only be captured using a contracted certified kiwi dog handler.

SCHEDULE 4

	Common name	Scientific name
1	Archey's frog	<i>Leiopelma archeyi</i>
2	copper skink	<i>Oligosoma aeneum</i>
3	Duvaucel's gecko	<i>Hoplodactylus duvaucelii</i>
4	Elegant gecko	<i>Naultinus elegans</i>
5	Forest gecko	<i>Mokopirirakau granulatus</i>
6	Glossy brown skink	<i>Oligosoma zelandicum</i>
7	Goldstripe gecko	<i>Woodworthia chrysosiretica</i>
8	Hochstetter's frog	<i>Leiopelma hochstetteri</i>
9	Northern grass skink	<i>Oligosoma polychroma</i>
10	Ornate skink	<i>Oligosoma ornatum</i>
11	Pacific gecko	<i>Dactylocnemis pacificus</i>
12	Raukawa gecko	<i>Woodworthia maculata</i>
13	North Island brown kiwi	<i>Apteryx mantelli</i>

SCHEDULE 5

	Common name	Scientific name
1	Long-tailed bats 'North Island'	<i>Chalinolobus tuberculatus</i>
2	Short-tailed bats	<i>Mystacina tuberculata rhyacobia</i>
3	Australasian bittern	<i>Botaurus poiciloptilus</i>
4	Banded dotterel	<i>Charadrius bicinctus</i>
5	Bellbird	<i>Anthornis melanura</i>
6	Black shag	<i>Phalacrocorax carbo</i>
7	Bush falcon	<i>Falco novaeseelandiae</i>
8	Fantail	<i>Rhipidura fuliginosa</i>
9	Grey warbler	<i>Gerygone igata</i>
10	Kereru	<i>Hemiphaga novaeseelandiae</i>
11	Little black shag	<i>Phalacrocorax sulcirostris</i>
12	Long-tailed cuckoo	<i>Eudynamys taitensis</i>
13	New Zealand pipit	<i>Anthus novaeseelandiae</i>
14	North Island brown kiwi	<i>Apteryx mantelli</i>
15	North Island fernbird	<i>Bowdleria punctata vealeae</i>
16	North Island robin	<i>Petroica longipes</i>
17	North Island tomtit	<i>Petroica macrocephala</i>
18	New Zealand dotterel	<i>Charadrius obscurus</i>
19	Paradise shelduck	<i>Tadorna variegata</i>
20	Pied shag	<i>Phalacrocorax varius</i>
21	Pied stilt	<i>Himantopus himantopus</i>
22	Pukeko	<i>Porphyrio melanotus</i>
23	Red-billed gull	<i>Larus novaehollandiae</i>
24	Sacred kingfisher	<i>Todiramphus sanctus</i>
25	Shining cuckoo	<i>Chrysococcyx lucidus</i>
26	Silvereye	<i>Zosterops lateralis</i>
27	Spotless crane	<i>Porzana tabuensis</i>
28	Swamp harrier	<i>Circus approximans</i>
29	Tui	<i>Prothemadera novaeseelandiae</i>

30	Welcome swallow	<i>Hirundo neoxena</i>
31	White-faced heron	<i>Egretta novaehollandiae</i>
32	Whitehead	<i>Mohoua albigilla</i>
33	Kokako	<i>Callaeas wilsoni</i>
34	Copper skink	<i>Oligosoma aeneum</i>
35	Duvaucel's gecko	<i>Hoplodactylus duvaucelii</i>
36	Elegant gecko	<i>Naultinus elegans</i>
37	Forest gecko	<i>Mokopirirakau granulatus</i>
38	Glossy brown skink	<i>Oligosoma zelandicum</i>
39	Goldstripe gecko	<i>Woodworthia chrysosiretica</i>
40	Hochstetter's frog	<i>Leiopelma hochstetteri</i>
41	Archeys frog	<i>Leiopelma archeyi</i>
42	Northern grass skink	<i>Oligosoma polychroma</i>
43	Ornate skink	<i>Oligosoma ornatum</i>
44	Pacific gecko	<i>Dactylocnemis pacificus</i>
45	Raukawa gecko	<i>Woodworthia maculata</i>
46	Striped skink	<i>Oligosoma striatum</i>

SCHEDULE 6

1	Australasian bittern	<i>Botaurus poiciloptilus</i>
2	Banded dotterel	<i>Charadrius bicinctus</i>
3	Bellbird	<i>Anthornis melanura</i>
4	Black shag	<i>Phalacrocorax carbo</i>
5	Bush falcon	<i>Falco novaeseelandiae</i>
6	Fantail	<i>Rhipidura fuliginosa</i>
7	Grey warbler	<i>Gerygone igata</i>
8	Kereru	<i>Hemiphaga novaeseelandiae</i>
9	Little black shag	<i>Phalacrocorax sulcirostris</i>
10	Long-tailed cuckoo	<i>Eudynamis taitensis</i>
11	New Zealand pipit	<i>Anthus novaeseelandiae</i>
12	North Island fernbird	<i>Bowdleria punctata vealeae</i>
13	North Island robin	<i>Petroica longipes</i>
14	North Island tomtit	<i>Petroica macrocephala</i>
15	New Zealand dotterel	<i>Charadrius obscurus</i>
16	Paradise shelduck	<i>Tadorna variegata</i>
17	Pied shag	<i>Phalacrocorax varius</i>
18	Pied stilt	<i>Himantopus himantopus</i>
19	Pukeko	<i>Porphyrio melanotus</i>
20	Red-billed gull	<i>Larus novaehollandiae</i>
21	Sacred kingfisher	<i>Todiramphus sanctus</i>
22	Shining cuckoo	<i>Chrysococcyx lucidus</i>
23	Silvereye	<i>Zosterops lateralis</i>
24	Spotless crane	<i>Porzana tabuensis</i>
25	Swamp harrier	<i>Circus approximans</i>
26	Tui	<i>Prothemadera novaeseelandiae</i>
27	Welcome swallow	<i>Hirundo neoxena</i>
28	White-faced heron	<i>Egretta novaehollandiae</i>
29	Whitehead	<i>Mohoua albigilla</i>
30	Kokako	<i>Callaeas wilsoni</i>



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91413-FAU

THIS AUTHORITY is made this 22nd day of April 2021

PARTIES:

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

AND

Ecology New Zealand Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, Hamilton District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity – to catch alive, kill, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage purposes.</p> <p>b. Species – All absolutely protected lizards protected under the Wildlife Act 1953 (<i>Scincidae</i>, <i>Gekkonidae</i>).</p> <p>c. Quantity – as required in accordance with Schedule 3.</p> <p>d. Method –</p> <ul style="list-style-type: none"> i. all lizards will be caught using techniques described in the Herpetofauna inventory and monitoring toolbox at http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/. ii. in accordance with Schedule 3.
2.	The Land (Schedule 2, clause 2)	a. Crossroads Reserve, Whangaparapara Road, Great Barrier Island, Auckland 0991.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>e. Suitably experienced and qualified staff under the direct supervision of the personnel listed from schedule 1 3.a-d subject to schedule 3 clause 3.</p>
4.	Term (Schedule 2, clause 4)	Commencing on 20 April 2021 and including and ending on and including 19 April 2024.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>9F Beatrice Tinsley Crescent</p> <p>Rosedale</p> <p>Auckland 0632</p> <p>New Zealand</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Adhere to approved application

1. The Authorised activity is to be carried out at Crossroads Reserve, Whangaparapara Road, Great Barrier Island, Auckland 0991, as per Schedule 5, within the yellow boundary.

2. The Authorised Activity must be undertaken in accordance with the application form titled “Wildlife Act Authority (General) Application form 9” which is signed and dated 8th October 2020 as per Schedule 4.

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

Mitigation Conditions

4. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 1.b using methods described in the application titled “**Wildlife Act Authority (General) Application form 9**” which was signed and dated 8th October 2020 as per Schedule 4.

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 Ecological Management Plan to ensure adequate mitigation of effects has been achieved.

7. Local DOC Operations Manager is to be contacted immediately via email auckland@doc.govt.nz for further advice if absolutely protected wildlife other than those listed in Schedule 1 1.b are located within the footprint of the development or within the release site. A separate application to catch alive and kill non-authorised species will be required.

Ownership of absolutely protected wildlife

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

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

Lizard capture and handling

10. Lizards must only be handled by Authorised Personnel listed as per schedule 1.3.

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

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

13. 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/>.

14. 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.

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

16. 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.

17. 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

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

- a. inform the Grantor within 5 working days; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
- b. follow the Grantors instructions on where to send the body, along with **details of the animal's history; and**
- c. pay for any costs incurred in investigation of the death of any lizard; and
- d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Euthanasia

19. 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

20. A report is to be submitted in writing to the DOC Operations Manager, Auckland Office, auckland@doc.govt.nz and permissionshamilton@doc.govt.nz, within 3 months of the salvage being completed summarising outcomes in accordance with the Ecological 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.

These reports may be provided to tangata whenua and iwi.

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

22. The Authority Holder must make all reasonable endeavours to attend any cultural **induction or competency wānanga offered by local iwi** as and when required by the Grantor.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91417-FAU

THIS AUTHORITY is made this 17th day of December 2021

PARTIES:

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

AND

RMA Ecology Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Jack Mace, Director Operations, Lower North Island, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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.

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>Catch alive, and handle the species listed below for the purpose of surveys:</p> <p>Copper skink Northern grass skink Ornate skink Glossy brown skink Spotted skink Spotted skink Ngahere gecko Raukawa gecko Minimac gecko Starred gecko Barking gecko</p> <p>Methods:</p> <p>Lizards will be captured through the use of pitfall traps, g-minnow traps, ink tracking cards, onduline ACOs, closed-cell foam covers, day searching and night spotlighting.</p>
2.	The Land (Schedule 2, clause 2)	<p>Private Land in the Wellington District Private Land in the Northern South Island Region</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>c) Others under the direct supervision of authorised personnel listed under (a) and (b)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 17 December 2021 and ending on and including 17 December 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address	The Grantor's address for all correspondence is:

	for notices	<p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>
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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 hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

Death of wildlife associated with activities covered by the Authority

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

Euthanasia

4. 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.

Track markers

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

Survey reports

6. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of survey:
 - a. Number of lizard species found, and the GPS coordinates for each of these; and
 - b. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and
 - c. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor [OR name of person and address] and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).

Lizard capture and survey

7. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
8. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
9. 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.
10. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
11. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
12. The Authority Holder must ensure lizards are 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.
13. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
14. 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. OR
15. Lizards must only be handled by Personnel Authorised to Undertake this Activity.
16. 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.

Tangata Whenua Conditions

17. The Authority Holder must notify Ngati Toa and the Wellington District Office at least 10 working days before surveying in the Ngati Toa rohe where this overlaps with locations in the authority and that they must follow any capturing methods, in addition to those listed in the Authority, as instructed by the Wellington District Office.
18. The Authority Holder must notify the Motueka District Office and Te Ātiawa o Te Waka-a-Māui at least 10 working days before carrying out surveys within their rohe where this overlaps with locations in the authority and that a kaitiaki representative of the iwi be invited to attend and participate in the surveys. In the event a wahi tapu site is identified then the Authority Holder shall follow instructions of the Motueka District Office that may include restrictions on survey or instructions about carrying out appropriate tikanga when surveying.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91419-FAU

THIS AUTHORITY is made this 22nd day of April 2021

PARTIES:

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

AND

Ecology New Zealand 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 **Stephanie Bowman, Permissions Manager** acting under delegated authority

i

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><u>Activity:</u></p> <p>i. to catch alive and liberate protected wildlife for the purpose of species identification while carrying out lizard surveys in accordance with the application submitted October 2020 titled "ENZL_19042.1_W2BB_SH3_wildlife-act-authority-application-9_20201002" contained under Schedule 4 of this Authorisation, subject to Schedule 3.1.</p> <p><u>Species:</u></p> <p>i. Oligosoma polychroma ii. Oligosoma aeneum iii. Oligosoma ornatum iv. Oligosoma aff. infrapunctatum "crenulate" v. Oligosoma zelandicum vi. Oligosoma striatum vii. Oligosoma "Whirinaki" viii. Naultinus elegans ix. Mokopirirakau granulatus x. Woodworthia chrysosiretica xi. Dactylocnemis pacificus</p> <p><u>Quantity (all species):</u></p> <p>i. As required.</p> <p><u>Methodology:</u></p> <p>i. Catch alive: a. By hand; b. Using Artificial Cover Objects (ACOs); c. Using pitfall traps; d. Using funnel traps; e. Undertaking spotlighting; f. Undertaking manual habitat searches.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Catch alive and liberate:</p> <p>Within the project footprint of the SH3 Waitara to Bell Block Safety Improvements Project (see maps in Appendix B10.1 in the application contained under Schedule 4)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p>	<p>s [REDACTED] 9 [REDACTED] ([REDACTED] 2 [REDACTED]) [REDACTED]</p>

	(Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>vi. Suitably experienced and qualified staff under the supervision of the above listed individuals</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 st May 2021 and ending on and including 30 th April 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>9F Beatrice Tinsley Crescent Rosedale Auckland 0632</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Adhere to approved application

1. The Wildlife Act Authority application submitted October 2020 titled "ENZL_19042.1_W2BB_SH3_wildlife-act-authority-application-9_20201002", annexed to this Authority as Schedule 4, forms a Part of this Authority. The Authorised Activity must be undertaken in accordance with this application.

Ownership of absolutely protected wildlife

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

Lizard capture and survey

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

11. Lizards must only be handled by Personnel authorised to undertake this Activity named in Schedule 1 item 3 or under the direct supervision of the Authorised Personnel.

Use of live-capture traps

12. If, during the authorised activities of catch alive and liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk AND/OR >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor [newplymouth@doc.govt.nz] be informed within 48 hours.
13. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
14. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.

Death of wildlife associated with activities covered by the Authority

15. 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

16. 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.

Lizard Survey Reporting

17. A report is to be submitted to newplymouth@doc.govt.nz citing permission number 91419-FAU, Attention "community team", by 30 June each year for the life of this Authorisation. Each report must include:
 - the species and number of any lizards collected and released;

- the GPS location (or a detailed map) of where lizards were found.
18. 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.

Released under the Official Information Act



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

Authorisation Number: 91445-FAU

THIS AUTHORITY is made this 26 day of March 2021

PARTIES:

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

AND

Parker Conservation Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53 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.

s9(2)(a)

SIGNED on behalf of the Grantor by Aaron Fleming as Operations Director of Southern South Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>Activities:</p> <ul style="list-style-type: none"> i. catch alive the absolutely protected wildlife contained in schedule 4 for species management. ii. to mark the wildlife listed under Schedule 4 for the purposes of distinguishing wildlife. iii. Taking and trapping the fauna contained in Schedule 4 in a Reserve iv. capture, traps and have in possession fauna contained in Schedule 4 in a Conservation Area. <p>Quantity:</p> <ul style="list-style-type: none"> i. As required. <p>Method:</p> <ul style="list-style-type: none"> i. catch alive in accordance with Schedule 3, clause 4. ii. mark: <ul style="list-style-type: none"> a. Banding
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>All Public Conservation areas administered by the Department of Conservation and any reserves, within the Dunedin Operations Area excluding:</p> <ul style="list-style-type: none"> • Maungatua Topuni areas • Leased land • Nature Reserves • Scientific Reserves • Government Purpose Reserves • National Parks • Wildlife Sanctuaries • Wildlife Refuges • Wildlife Management Reserves <p>Other land:</p> <p>Conifer Plantation Forests in the greater Dunedin area owned by Wenita City Forests Limited contained within the area delineated on the map in schedule 6.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p>	<ul style="list-style-type: none"> • s9(2)(a) ■ ■

	(Schedule 2, clause 3)	<p>■ s9(2)(a)</p> <ul style="list-style-type: none"> Suitable personnel under the direct supervision of the above.
4.	Term (Schedule 2, clause 4)	Commencing on and including 29 March 2021 and ending on and including 28 March 2031.
5.	Authority Holder's 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>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

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).
- 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

Ownership of Protected Wildlife

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

Public Conservation Land

3. Before any of the activities under the Authorisation may be carried out on Public Conservation Land in accordance with Schedule 1, clause 2, the Authority Holder must advise District Office dunedinoffice@doc.govt.nz by 5 April each year of the Public Conservation Land they intend to use to ensure that it is appropriate.

Catch alive and Methodology

4. The Authority holder is authorised to catch alive the absolutely protected wildlife in schedule 4, in accordance with the application giving rise to this Authorisation – see Schedule 5, in the following manner and in the following ways:
 - a) Noose-hat
 - b) Bal-chatri trap
 - c) By hand

Banding Wildlife

5. 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**.
6. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz as soon as possible after the incident but at least within one week.
8. 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.

9. If a band is taken off a bird for any reason, it must NOT be used on another bird.
10. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stocktake by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
11. 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>)
12. 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.

Injured and Dead Wildlife

13. The Authority Holder must immediately notify the Grantor of the injury and/or death of any wildlife caused by the activities permitted under this Authority, with full details of the situation and the date of the event.
14. The Authority Holder shall ensure all footwear, equipment and vehicles are cleaned/sterilised:
 - a) Prior to entry of any Public Conservation Land, and
 - b) Prior to exit of any Public Conservation Land, and
 - c) Between sites.
15. The Authority Holder must comply with the **Ministry for Primary Industries' (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (Didymosphenia geminata) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at -** <http://www.biosecurity.govt.nz/cleaning>.
16. A new clause 2.7 is added to Schedule 2, to read as follows:

"The Authority Holder shall notify the Grantor's Dunedin Office (dunedinoffice@doc.govt.nz) no later than two working days prior to undertaking the Authorised Activity, citing Authority Number 91445-FAU".
17. An annual report of the activities shall be submitted in 'plain-English' to the Grantor's Dunedin Office (dunedinoffice@doc.govt.nz), no later than 30 June. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested. The report shall contain the following:

- (a) The Authority number [91445-FAU]; and
 - (b) A record of dead birds and incidents; and
 - (c) Any other incidents.
17. 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. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
18. 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
Karearea / New Zealand Falcon	<i>Falco novaeseelandiae</i>

Released under the Official Information Act