



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

Authorisation Number: 91461-FAU

THIS AUTHORITY is made this 13<sup>th</sup> day of July 2021

## PARTIES:

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

AND

Otago Natural History 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 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955

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

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

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

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Witness Signature

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>a) Activity –</p> <ul style="list-style-type: none"> <li>a. to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of monitoring</li> <li>b. To attach GPS/VHR units with standard backpack harness with weak-link built in</li> <li>c. To mark using metal bands</li> </ul> <p>b) Species – South Island kaka (<i>nestor meridionalis</i>)</p> <p>c) Quantity – up to 20 per year</p> <p>d) Method –</p> <ul style="list-style-type: none"> <li>a. Using aviary at Orokonui Ecosanctuary as a large cage trap and using a hand net</li> <li>b. Using standard possum cage trap on a feeding station and remotely close trap when kaka enter</li> </ul>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land: all public conservation land within the Coastal Otago District, excluding nature reserves, topuni sites and nohoanga sites.</p> <p>Other land: All private land in Coastal Otago District</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Additional experienced team members supervised by the above personnel.</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 19 July 2021 and ending on and including 18 July 2031</p>
5.	<p>Authority Holder's address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>Orokonui Ecosanctuary 600 Blueskin Road Waitati 9081 New Zealand</p> <p>Phone: 03 482 1755 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: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 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.

#### Banding

3. 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.
4. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised by the Department of Conservation Banding Office.
5. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
6. 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.
7. If a band is taken off a bird for any reason, it must NOT be used on another bird.
8. 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/>)
9. 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>)
10. **s9(2)(a)**, certified as a Level 3 operator 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.

#### Transmitter attachment

11. GPS and VHF units may be attached to up to 20 South Island kaka (*Nestor meridionalis*) per year. The combined weight of the device (including harness) plus any other marks on the bird should not exceed 3% of its body weight. The Authority Holder is strongly encouraged to use best practice harnesses and attachment methods.
12. If the Authority Holder wishes to deviate from current best practise then they must receive approval from the Grantor.
13. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
14. 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.

#### Cloacal Swabs

15. The Authority Holder is also authorised to undertake cloacal swabs of all kaka caught.

#### Reporting

16. In the event of a death or other catastrophic event affecting kaka being managed or handled under this Authority the grantor will send an email to [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) marked attention: "Operations Manager" within 48 hours of the event with a short summary of why this has happened.
17. An annual report giving a summary of the completed activities for the year with an emphasis on management activities, successes and issues with management and responses to management issues is supplied to [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) by 30 June each year. The report to be in the form of an email no more than two pages long.

#### Didymo biosecurity

18. 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.

#### Myrtle rust biosecurity

19. The Authority Holder shall comply with the following:

- a. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
- b. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
- c. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.
- d. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
  - i. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
  - ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - iii. Do not touch or try to collect samples as this may increase the spread of the disease.
- e. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:
  - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
  - ii. Tie and spray the outside of the bag;
  - iii. Mist spray other clothing being worn;
  - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc;
  - v. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.



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

Authorisation Number: 91461-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 05 day of October 2021  
PARTIES:

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

AND

Otago Natural History Trust (the Authority Holder)

## BACKGROUND

- A.** By an Authorisation dated the 05 day of October 2021, the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

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

- (i) Clause 4 of Schedule 2 is deleted and replaced with:

*"Commencing on and including 19 July 2021 and ending on and including 18 July 2036"*

### 2. Confirmation of other Authority Covenants

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

### 3. Costs

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

s9(2)(a)

SIGNED on behalf of the Grantor by Aaron Fleming, Director Operations 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 of Conservation's  
office at 18-32 Manners Street, Wellington.





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

Authorisation Number: **91482-FAU**

**THIS AUTHORITY** is made this 11<sup>th</sup> day of November 2021

### **PARTIES:**

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

**AND**

**Bushy Park Trust** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, and 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, George Taylor, Acting Director Operations for the Central North 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.

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<ol style="list-style-type: none"> <li>1. A single translocation of 40-80 birds to establish a self-sustaining population of Whitehead (<i>Mohoua albigilla</i>) at Bushy Park Tarapuruhi.</li> <li>2. Banding the birds with a single BP metal leg band and a unique combination of 3 B plastic colour butt bands.</li> </ol>
2.	The Land (Schedule 2, clause 2)	<p><u>Source Sites</u></p> <ol style="list-style-type: none"> <li>1. (Private) Turitea Water Catchment</li> <li>2. (Private) Waitahinga Reserve</li> </ol> <p><u>Release Site</u></p> <ol style="list-style-type: none"> <li>1. Bushy Park Tarapuruhi</li> </ol>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ol style="list-style-type: none"> <li>1. s9(2)(a)</li> <li>2. Suitably experienced and qualified personnel under the supervision of Authorised Personnel</li> </ol>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 April 2022 and ending on and including 30 June 2024
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>791 Rangitatau East Road RD8 Kai Iwi Wanganui 4541 New Zealand</p> <p>Phone: 06 3421722</p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Department of Conservation 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. 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.
3. The Authority Holder shall ensure a mix of genetics within the birds, being sourced equally from both sites with consideration of sex and age.

#### Adhere with translocation proposal

4. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal as set out in Translocation Proposal Application Form 11a and subsequent amendment attached as 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.

#### 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.**

#### Translocation Reporting

6. 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 Whitehead (*Mohoua albicilla*) authorised by this Authority. This report must be electronically forwarded to the Grantor at whanganui@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 91482-FAU.
7. 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 Whitehead (*Mohoua albicilla*) authorised by this Authority. This report must be electronically forwarded to the Grantor at whanganui@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 91482-FAU. This report must be submitted by 30 June annually.
8. Upon expiry of the authorisation to catch, handle, transfer and release the Whitehead (*Mohoua albicilla*) 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

whanganui@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 91482-FAU.

9. All reports must follow the Grantor's Reporting Instructions for Translocations.
10. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

#### Didymo biosecurity

11. 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.

#### Myrtle Rust biosecurity

12. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
13. 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.
14. 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.
15. 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.

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

16. 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 hold the specimen in a freezer and liaise with the Department of Conservation over appropriate disposal.
17. 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.
18. 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.

## Private land

19. 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.





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

Authorisation Number: 91484-FAU

**THIS AUTHORITY** is made this 18th day of January 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 Sections 41 and 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Roy Grose Director – Operations, Northern South Island

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Helen Price

Witness Occupation: Personal Assistant

Witness Address: Nelson

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Lure, catch alive and examine</li> <li>ii. Mark by way of banding</li> <li>iii. Count, observe and photograph</li> <li>iv. Map distribution of individuals</li> <li>v. Monitor nests to estimate success.</li> </ul> <p>b. Species – South Island robin (<i>Petroica australis</i>): nestlings, juveniles and adults.</p> <p>c. Quantity – As required: (as many unbanded birds as can be observed, caught, handled and banded. Anticipated total 100 – 150).</p> <p>d. Method</p> <ul style="list-style-type: none"> <li>i. Baited Potter traps</li> <li>ii. Bands. 1x metal band and up to 3 colour bands per previously-unbanded bird</li> </ul> <p>All methods used will be as described in the signed application form and accompanying documents</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Kowhai Bush, Kaikoura (Canterbury Regional Council Reserve) 42.4 °S, 173.6 °E</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) Any other persons authorised by the above</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 January 2021 and ending on and including 19 January 2025 (four years)</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: School of Biological Sciences University of Canterbury Christchurch Phone: 03 369 5138 Mobile 021 261 6476 Email: <a href="mailto:Jim.Briskie@canterbury.ac.nz">Jim.Briskie@canterbury.ac.nz</a></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is: Permissions Team 73 Rostrevor Street, Hamilton 3240 Phone 07 858 1000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

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

#### Private land

3. 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.
4. The Authority Holder must at all times co-operate fully with representatives of Canterbury Regional Council during the Authorised Activity and take no action that compromises the Council's responsibilities and competencies in managing the land.

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

5. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any robin **should die, the Grantor's local** representative(s) must be informed, and their instructions followed.

#### Records and reporting

6. If requested to do so by the Grantor, the Authority Holder must prepare an Annual Research Summary by 1 June every year, on all work undertaken with robins on the Land, beginning in 2021, for the term of the Authority.
7. The Authority Holder must forward that Annual Research Summary to the Grantor at and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [renwick@doc.govt.nz](mailto:renwick@doc.govt.nz) citing the Authority Number 91484-FAU.
8. The Annual Research Report, if requested, must contain the following:

- 8.1 Summaries of the number of robins that are presumed to have died or disappeared, or have been injured during the reporting period as observed during the Authorised Activity (whether a result of that Authorised Activity or not), and details of any treatment that any of the birds received.
  - 8.2 Summaries of all research activities, and monitoring (including perceived breeding success) completed during the reporting period.
  - 8.3 Any incidents affecting absolutely protected species that the Grantor should be made aware of.
  - 8.4 Any other detail requested by the Grantor.
9. If requested by the Grantor's South Marlborough representative(s) or by Technical staff, the Authority Holder will then organise a review meeting with the Grantor to discuss results to date and plans for the following twelve months. The Grantor will advise whether separate applications, or a variation of 91484-FAU are required, for the proposed research.
  10. The Authority Holder must, upon completion of the research or expiry or revocation of this Authority, forward a summary report of research findings to the Grantor within one month. The report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and to [renwick@doc.govt.nz](mailto:renwick@doc.govt.nz) citing in all cases Authority number 91484-FAU. The Authority holder acknowledges that the Grantor may forward a copy of that Summary to affected iwi groups. That report shall contain any implications of the results for conservation management.
  11. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

#### Capture and handling

12. The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken in accordance with current best practice for South Island robin.

#### General

13. 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".

#### Standard banding conditions

14. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird **Bander's Manual**.
15. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
16. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.

17. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
18. If a band is taken off a bird for any reason, it must NOT be used on another bird.
19. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).
20. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>).
21. Only Level 3 banders, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, may oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
22. 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.

#### Myrtle Rust biosecurity

23. 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>.
24. 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.
25. 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. See <https://myrtlerust.org.nz/what-to-do-if-you-find-myrtle-rust/> and
  - 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.
- d. 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:
- e. Spray obviously contaminated clothing/hats and then place items in a large plastic bag.
- f. Tie and spray the outside of the bag.
- g. Mist-spray other clothing being worn.
- h. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.
- i. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- j. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

Released under the Official Information Act





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

Authorisation Number: 91503-FAU

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

## **PARTIES:**

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

**AND**

**Capital Kiwi Trust Board** (the Authority Holder)

## **BACKGROUND**

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

## **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Dan Heinrich, Director Operations, acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity –</p> <ul style="list-style-type: none"> <li>i. Obtain alive and have in possession absolutely protected wildlife for the purpose of species management, and</li> <li>ii. Liberate the absolutely protected wildlife for the purpose of species management, and</li> <li>iii. Mark the absolutely protected wildlife using metal bands or transponders for the purpose of distinguishing wildlife, and</li> <li>iv. Attach transmitters to the absolutely protected wildlife for tracking purposes, and</li> <li>v. Collect blood, tissue, feather, and cloacal samples from the absolutely protected wildlife.</li> </ul> <p>Species – North Island brown kiwi (western taxa), <i>Apteryx mantelli</i></p> <p>Quantity – - Up to 15 birds.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Source site: Otorohanga Kiwi House Release site: As per the map in Schedule 4.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. s9(2)(a)</li> <li>b. s9(2)(a)</li> <li>c. s9(2)(a)</li> <li>d. s9(2)(a)</li> <li>e. s9(2)(a)</li> <li>f. s9(2)(a)</li> <li>g. Other suitably experienced persons under direct supervision of the personnel listed in a – f.</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Seven years, commencing on and including 19 September 2022 and ending on and including 18 September 2029</p>
5.	<p>Authority <b>Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: 25 Owen St Newtown Wellington 6021 New Zealand</p> <p>Phone: 021 118 4329</p>

		Email: s9(2)(a)
6.	<b>Grantor's address</b> 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: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### General Conditions

1. The Authority Holder must ensure that capture, handling, transmitter attachment, transponder insertion, taking samples, conducting Operation Nest Egg, holding, transfer, release, and **advocacy/commercial activities follows the Department's Kiwi Best Practice Manual** as provided online at:  
(<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>)
2. Catching and handling must only occur for the purpose of husbandry and/or health or transmitter checks.
3. If required in writing by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (including catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds.
4. The Authority Holder must not euthanize any kiwi unless the Authority Holder:
  - a. obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
  - b. carries out the euthanasia under direction from the Grantor.
5. If any kiwi die, the Authority Holder must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
6. The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its employees/staff/volunteers/ if the Grantor so requests.
7. Kiwi subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
8. 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.
9. The translocation of wildlife must be undertaken in accordance with the approved **translocation proposal titled "Translocation Proposal Application Form 11a"** attached as 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.
10. The translocation of wildlife must be undertaken in accordance with the approved monitoring plan **titled "Capital Kiwi Kiwi Monitoring Plan"** attached as Appendix 2.
11. The translocation of wildlife must be undertaken in accordance with the approved predator control plan titled **"Capital Kiwi Mustelid Eradication Plan"** attached as Appendix 3.

12. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Department of Conservation, or are under the direct supervision of an accredited kiwi handler.

13. Only kiwi eggs/chicks/sub-adults/adults collected from the following sites:

- a. Otorohanga Kiwi House

may be transferred to the Capital Kiwi kiwi-nui translocation site as identified in Schedule 4.

14. The Authority Holder must not transfer kiwi exhibiting any sign of illness or abnormality.

#### Reporting

15. The Authority Holder must provide an annual monitoring report to the Grantor no later than 30 June of each year that includes:

- a. The Authority Number 91503-FAU;
- b. Monitoring results;
- c. Any injuries or deaths resulting from implementation of the Authorised Activity;
- d. Details of any transmitters not able to be recovered
- e. The location of the storage facility of any feathers collected and details of the genetic register; and
- f. Any implications for conservation management.

This report must be electronically forwarded to the Grantor at [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 91503-FAU. This report must be submitted by 30 June annually.

16. Upon expiry of the Authority or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 91503-FAU.

17. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal.

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

#### Multiple Transfers

19. The Grantor will review the results of each transfer. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.

#### Banding Conditions

20. 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**.



21. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
22. 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.
23. 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.
24. If a band is taken off a bird for any reason, it must NOT be used on another bird.
25. The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>). 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.
26. 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.

#### Transponder conditions

27. Transponders may be used on kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Department of Conservation or are under the direct supervision of an accredited kiwi handler trainer.
28. Kiwi may be marked through insertion of transponders, and this should be carried out according to the Kiwi Best Practice Manual (<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>)
29. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for Kiwi 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.
30. Electronic records of birds marked with transponders are to be submitted to the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)

#### Transmitter conditions

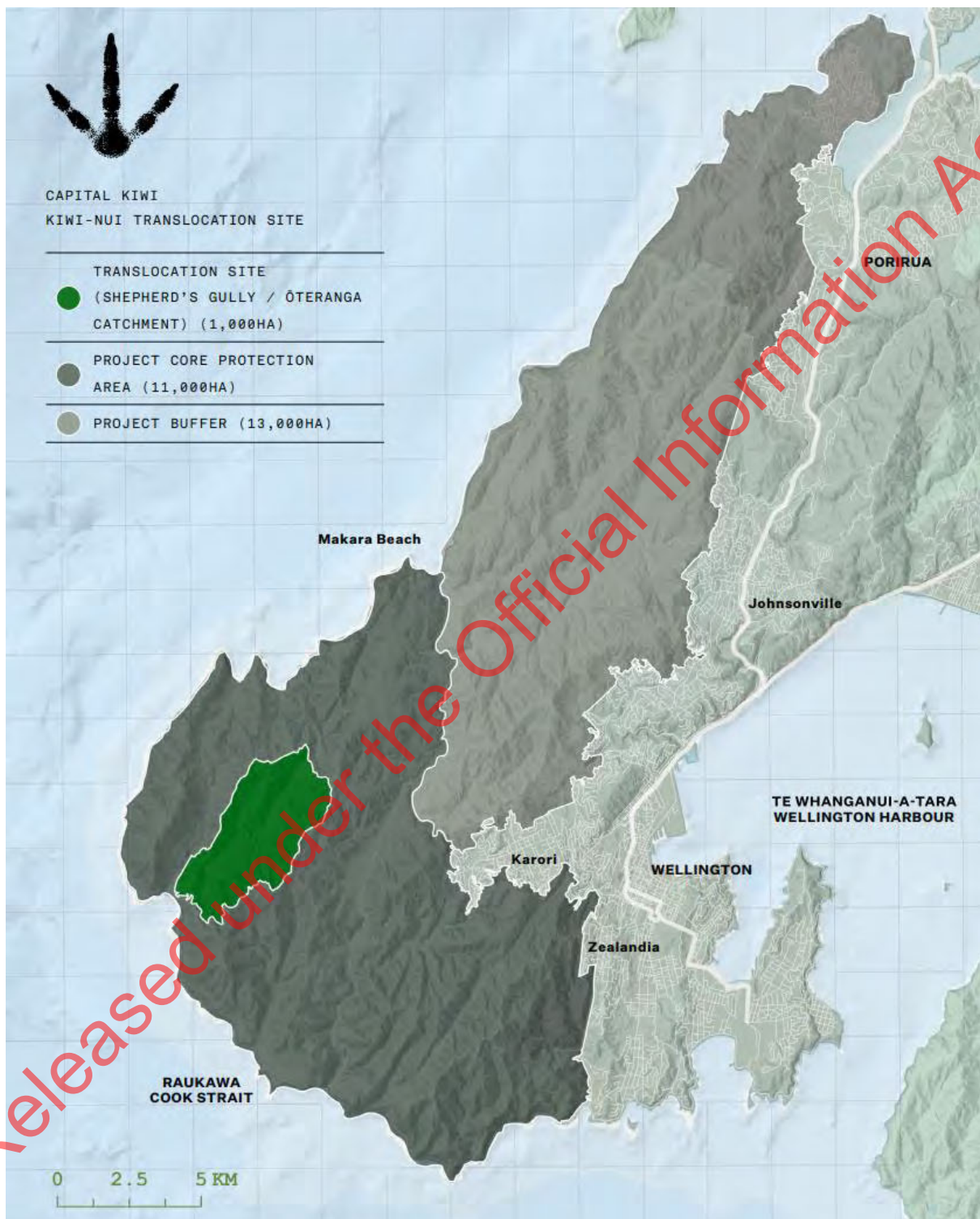
31. Transmitters may be attached to kiwi. The combined transmitter AND attachment must weigh <2.5% of the body weight of kiwi < 300 g, <2% for kiwi weighing 300 - 650 g, <13 g for kiwi weighing 650 - 1500 g, and <26 g for kiwi weighing > 1500g.
32. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Department of Conservation or are under the direct supervision of an accredited kiwi handler trainer.
33. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.
34. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor at the conclusion of the Authority.

#### Blood, tissue, feather and cloacal samples

35. This Authority permits the taking of pin-feathers from individual kiwi to form a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.
36. Blood, feather and/or tissue collection must be undertaken according to the **methodologies set out in the Department's Kiwi Best Practice Manual** provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
37. The Authority Holder must ensure that all handlers who take samples from kiwi have been approved in writing as accredited for these activities by the Department of Conservation or are under the direct supervision of an accredited kiwi handler trainer.
38. This Authority gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authority. This includes any dead wildlife, live wildlife, any parts thereof, and any eggs or progeny of the wildlife.

## SCHEDULE 4

MAP SHOWING RELEASE SITE IN GREEN





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

Authorisation Number: 91515-CAP

**THIS AUTHORITY** is made this 21st day of September 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. 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 Daniel Heinrich  
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: 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.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	i. to obtain alive and liberate, sick, injured, or abandoned protected wildlife specified under Schedule 4 of this Authority for the sole purpose of rehabilitation.
2.	<b>The Land</b> (Schedule 2, clause 2)	The protected wildlife may be rehabilitated at this address in accordance with this Authority: 592a Frankley Rd, Hurworth New Plymouth.
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 16 September 2021 and ending on and including 15 September 2031.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) s9(2)(a) s9(2)(a) Email: s9(2)(a)
6.	<b>Grantor's address for notices</b>	<b>The Grantor's address for all correspondence is:</b> Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act



## SCHEDULE 3

### SPECIAL CONDITIONS

#### Ownership of Protected Wildlife

1. This Authority gives the Authority Holder the right to obtain 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.

#### Wildlife obtained alive in accordance with this Authority

2. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
3. Wildlife obtained alive under this Authority is to be liberated, as soon as it is in a fit condition to be released, and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, a variation 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 in writing.
5. For the avoidance of doubt, this authority does not provide permission to undertake the Authorised Activity on Public Conservation land administered by the Department of Conservation.
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 carried out by the Authority Holder, in his capacity as a registered veterinarian, as part of the rehabilitation to the protected species except in exceptional circumstances where the Grantor has given prior written approval to meet such costs.
8. When transporting the wildlife obtained under this Authority, the Authority Holder must reduce stressors to the wildlife, which includes: reducing noise, driving safely, ensuring transport containers are secure and providing a temperature appropriate to the species and degree of debilitation.
9. The Authority Holder must comply with all relevant animal welfare requirements and legal requirements pertaining to the transportation of wildlife.
10. If any Authorised Wildlife should die during transportation or rehabilitation, the Authority Holder must:
  - a. Inform the Grantor by email [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) (quoting 91515-CAP) within 24 hours and contact Wildbase Pathology (Massey University) for advice on submission.

- b. Arrange to chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours (or slice open the abdominal cavity and put into formalin if preferred by Massey University).
- c. Send the body to and details of its history to Wildbase Pathology for necropsy, following their instructions for delivery.  
<https://www.massey.ac.nz/massey/learning/departments/centres-research/wildbase/wildbase-pathology/how-to-submit-a-specimen.cfm>
- 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.

### **Prohibition on selling or trading wildlife**

- 11. 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.

### **Media**

- 12. All media, including photographs, film and social media, must not cause distress or anxiety to the wildlife, cause additional or unnecessary disturbance, and must only occur during usual and necessary rehabilitation care. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
- 13. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that wildlife is held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation.

### **Euthanasia**

- 14. In accordance with the Animal Welfare Act 1999 as at the date of this Authority, the Authority Holder may euthanise wildlife in their care if the wildlife is:
  - a. Suffering unreasonable or unnecessary pain or distress; and
  - b. Is seriously ill or permanently injured and unlikely to survive in the wild; and
  - c. A species classified as Not Threatened; or
  - d. The Authority Holder has the skills to humanely euthanise.

In all other cases, the Authority holder must not euthanise wildlife unless:

- a. The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor; or
- b. Euthanasia is performed by a veterinarian on animal welfare grounds; or

- c. The Authority Holder euthanises wildlife under direction of the Grantor.

### Monitoring

15. The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
16. 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 may be temporarily contained.
17. The Authority Holder must comply with directions of the officer, in respect of the protected wildlife, and should provide reasonable assistance to the officer to undertake the inspection.
18. The Authority Holders must complete and return the **Wildlife Rehabilitators Self-Audit Checklist** in Schedule 5 by 30 June in each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)

### Miscellaneous

19. The Authority Holder must immediately notify the Grantor if they no longer wish to exercise the activities permitted by this Authority or is unable to exercise the activities permitted by this Authority.
20. Clause 2.5 in Schedule 2 is deleted.
21. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

## SCHEDULE 4

### PROTECTED WILDLIFE WHICH IS THE SUBJECT OF THIS AUTHORITY

Common name	Scientific name
1. Goldstripe	<i>Woodworthia chrysosiretica</i>
2. "Naultinus species - green geckos"	<i>N. stellatus</i> <i>N. tuberculatus</i> <i>N. manukanus</i> <i>N. rudis</i> <i>N. gemmeus</i>
3. Duvaucels gecko	<i>Hoplodactylus duvauceli</i>
4. Mokopiriraukau Species complex	<i>Other species, that are 'not formerly described' within the Mokopiriraukau complex</i>

Released under the Official Information Act



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

Authorisation Number: 91574-FAU

THIS AUTHORITY is made this 29<sup>th</sup> day of June 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(2)(b) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

\_\_\_\_\_

Tahi Rangiawha, Operations Manager, Waikato District

acting under delegated authority in the presence of:

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

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

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

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

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – To obtain, hold briefly, then liberate, gamebirds at the release site listed in Clause 2, Schedule 1.</p> <p>Species –</p> <ul style="list-style-type: none"> <li>a. Ring Necked Pheasant (<i>Phasianus colchicus</i>).</li> <li>b. Mallard Duck (<i>Anas platyrhynchos</i>)</li> <li>c. Red Legged Partridge (<i>Alectoris rufa</i>)</li> </ul> <p>Quantity – Up to 350 birds of each species per annum.</p> <p>Method – Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> <li>a. Source site – NZ Gamebirds Ltd, 12 Lower Flag Range Road, RD9 Hastings 4179</li> <li>b. Release site – 235 Mangawara Road Patetonga. 37 degrees 23'58"South: 175 degrees 25'53" East</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. s9(2)(a)</li> <li>b. Any other person under the direct supervision of s9(2)(a)</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2021 and ending on and including 31 July 2026 (five years)</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Department of Conservation</p> <p>73 Rostrevor Street, Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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



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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be obtained only from the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. 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. No birds shall be released during gamebird hunting season Or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
9. If birds are released from an enclosed pen, that pen would normally be sealed off or **removed after their release; except that an unroofed pen or 'safe zone' for pheasants may** be maintained after their initial release, to relieve predator pressure.
10. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
11. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [aucklandwaikato@fishandgame.org.nz](mailto:aucklandwaikato@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 91574-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2022 to 2026 inclusive and must provide the following:
  - a. The number of birds of each species obtained in total
  - b. The number of birds of each species released in total
  - c. Information relating to the parental stock of the birds being released.
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
**"Or for any other reason the Grantor may decide".**
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. 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.**
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
20. 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.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.

22. 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/> )
23. 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> )
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. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

*(Include Special Conditions as required from DOCCM 2341691)*

Released under the Official Information Act



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

Authorisation Number: **91575-FAU**

**THIS AUTHORITY** is made this 27<sup>th</sup> day of April 2021

### **PARTIES:**

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

**AND**

**Smith, Johnathan Andrew** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

**SIGNED** on behalf of the Grantor by

s9(2)(a)

Rebecca Rush, Operations Manager, Tamaki Makaurau/Auckland (Acting)

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation  
Bledisloe House  
24 Wellesley Street West  
Auckland 1010

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

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – To obtain, hold briefly, then liberate, gamebirds at the release site listed in Clause 2, Schedule 1.</p> <p>Species – a. Ring Necked Pheasant (<i>Phasianus colchicus</i>). b. Mallard Duck (<i>Anas platyrhynchos</i>)</p> <p>Quantity – Up to 350 birds of each species per annum.</p> <p>Method – Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Source site – NZ Gamebirds Ltd, 12 Lower Flag Range Road, RD9 Hastings 4179</p> <p>b. Release site – s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. Any other person under the direct supervision of s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2021 and ending on and including 31 July 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Department of Conservation 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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



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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be obtained only from the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. 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. No birds shall be released during gamebird hunting season Or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
9. If birds are released from an enclosed pen, that pen would normally be sealed off or removed after their release; except that an unroofed pen or 'safe zone' for pheasants may be maintained after their initial release, to relieve predator pressure.
10. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
11. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [aucklandwaikato@fishandgame.org.nz](mailto:aucklandwaikato@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 91575-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June during the years 2021 to 2026 inclusive and must provide the following:
  - a. The number of birds of each species obtained in total
  - b. The number of birds of each species released in total
  - c. Information relating to the parental stock of the birds being released.
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
**“Or for any other reason the Grantor may decide”.**
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. 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**.
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
20. 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.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. 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/> )
23. 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> )
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. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.



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

Authorisation Number: **91576-FAU**

**THIS AUTHORITY** is made this 27<sup>th</sup> 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(2)(b) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

**SIGNED** on behalf of the Grantor by

s9(2)(a)

Rebecca Rush, Operations Manager, Tamaki Makaurau/Auckland (Acting)

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation  
Bledisloe House  
24 Wellesley Street West  
Auckland 1010

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

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – To obtain, hold briefly, then liberate, gamebirds at the release site listed in Clause 2, Schedule 1.</p> <p>Species – a. Ring Necked Pheasant (<i>Phasianus colchicus</i>). b. Mallard Duck (<i>Anas platyrhynchos</i>) c. Red Legged Partridge (<i>Alectoris rufa</i>)</p> <p>Quantity – Up to 350 birds of each species per annum.</p> <p>Method – Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Source site – NZ Gamebirds Ltd, 12 Lower Flag Range Road, RD9 Hastings 4179</p> <p>b. Release site – s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. Any other person under the direct supervision of s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2021 and ending on and including 31 July 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Department of Conservation 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

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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?
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  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of post, on the 3rd working day after posting;
  - (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.
10. Are there any Special Conditions?

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be obtained only from the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. 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. No birds shall be released during gamebird hunting season Or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
9. If birds are released from an enclosed pen, that pen would normally be sealed off or removed after their release; except that an unroofed pen or 'safe zone' for pheasants may be maintained after their initial release, to relieve predator pressure.
10. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
11. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [aucklandwaikato@fishandgame.org.nz](mailto:aucklandwaikato@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 91576-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June during the years 2021 to 2026 inclusive and must provide the following:
  - a. The number of birds of each species obtained in total
  - b. The number of birds of each species released in total
  - c. Information relating to the parental stock of the birds being released.
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
“Or for any other reason the Grantor may decide”.
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. 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**.
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
20. 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.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. 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/> )
23. 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> )
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. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.



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

Authorisation Number: 91583-CAP

THIS AUTHORITY is made this 11<sup>th</sup> day of March 2021

### PARTIES:

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

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 52(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this

s9(2)(a)

tor

by Gareth Hopkins  
Operations Manager  
New Plymouth District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Name: Jacob Steiner

Witness Occupation: Senior Ranger Community

Witness Address: 55a Rima St, New Plymouth

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

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. to obtain alive Red crowned parakeet (<i>Cyanoramphus novaezelandiae</i>) purpose of species preservation</li> <li>ii. to obtain alive Red crowned parakeet (<i>Cyanoramphus novaezelandiae</i>) purpose of display for advocacy</li> <li>iii. to catch alive Red crowned parakeet (<i>Cyanoramphus novaezelandiae</i>) purpose of husbandry and health checks</li> </ul> <p>b. Quantity –</p> <ul style="list-style-type: none"> <li>i. obtain alive for species preservation - x 2</li> <li>ii. obtain alive for advocacy <ul style="list-style-type: none"> <li>a. x2 being the wildlife obtained for species preservation</li> <li>b. any offspring of the wildlife identified under Schedule 1.1.b.ii.a subject to Schedule 3.7</li> </ul> </li> <li>iii. catch alive for husbandry and health checks – as required</li> </ul> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i. obtain alive x 1 by way of transfer from the Grantor</li> <li>ii. obtain alive 1 x by way of transfer from Rainbow Springs under authority 53821-CAP</li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>30 Brooklands Park Drive, New Plymouth 4310</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a. Eve Cozzi</li> <li>b. Louise McKenna</li> <li>c. Joline Beattie</li> <li>d. Maxine Jenkins</li> <li>e. Kelly Green</li> <li>f. Monique Williams</li> <li>g. Renee Downing</li> <li>h. Anne Willetts</li> <li>i. Jenny Bucksmith</li> </ul>

4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 11 March 2021 and ending on and including 10 March 2026
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: Liardet Street New Plymouth 4620 Email: <a href="mailto:eve.cozzi@npdc.govt.nz">eve.cozzi@npdc.govt.nz</a>
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

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.
3. Notwithstanding Schedule 3 clause 2, the Authority Holder may transfer the wildlife:
  - a. to a person Authorised to hold the wildlife in possession; or
  - b. to a Department of Conservation facility
4. The protected species must not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
5. Catching and handling must only occur for the purposes of husbandry and/or health checks.
6. The Authority Holder must adhere to the current Grantor approved Programme Outline, Husbandry Manual and Advocacy Plan for the protected species.
7. The number of offspring held in possession under this Authority must not exceed the carrying capacity of the aviary in which they are housed.
8. The Authority Holder may house the wildlife with other bird species:
  - a. with which they are compatible; and,
  - b. with which they cannot cross-breed.
9. All enclosures containing protected wildlife must comply with the relevant Department of Conservation approved Husbandry Manual standards for that protected species; and the Animal Welfare (Zoos) Code of Welfare 2018, National Animal Welfare Advisory Committee c/o Ministry for Primary Industries.
10. The Authority Holder consents to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
11. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.
12. 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 health issues, deaths, transfers in and out; and

- c. any other information which the Grantor from time to time may require.
13. The Authority Holder must retain these records for at least 5 years and are required to submit these records before the Authority can be renewed.
  14. The Authority Holder must forward to the Grantor by 30 June in each year a copy of these annual records. All annual records must be emailed to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). All correspondence must cite Authority number 91583-CAP.
  15. The Authority Holder must immediately notify the Grantor ([newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz)) if any of the wildlife die.
  16. 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 rehousing of the protected wildlife and may be responsible for the cost of care while the wildlife is rehomed.
  17. The following clauses are deleted from Schedule 2 of this Authority:
    - a. 2.3
    - b. 2.5
    - c. 2.6
  18. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".
  19. 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: 91631-FAU

**THIS AUTHORITY** is made this 27th day of September 2021

### **PARTIES:**

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

**AND**

**Atlas Quarries Limited** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53(1)-(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 Craig Deal, Whangarei District Office Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Georgie Opie

Witness Occupation: Community Ranger

Witness Address: 2 South End Avenue, Raumanga, Whangārei 0110

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

Released under the Official Information Act



## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods).</p> <p>(Schedule 2, clause 2)</p>	<p>A. Activity:</p> <ul style="list-style-type: none"> <li>i. To catch alive and liberate kauri snails (<i>Paryphanta busbyi busbyi</i>) for the purpose of species management in accordance with the Kauri Snail <b>Management Plan titled “KAURI SNAIL MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED AT BRYNDERWYN QUARRY, BRYNDERWYN” Contract Report No. 5036c</b> dated December 2019 (Updated August 2020 and April 2021) (hereafter referred to as ‘<b>Kauri Snail Management Plan</b>’), annexed to this Authority as Schedule 4.</li> <li>ii. To catch alive and liberate elegant gecko (<i>Naultinus elegans elegans</i>), forest gecko (<i>Mokopirirakau granulatus</i>), Pacific gecko (<i>Dactylochnemis pacificus</i>), ornate skink (<i>Oligosoma ornatum</i>) Copper skink (<i>O. aeneum</i>) for the purpose of species management in accordance with the Lizard <b>Management Plan titled “LIZARD MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED BRYNDERWYN QUARRY, BRYNDERWYN” Report No. 5036a</b> dated December 2019 (Updated August 2020 and April 2021) (hereafter referred to as ‘<b>Lizard Management Plan</b>’), annexed to this Authority as Schedule 4.</li> <li>iii. To Kill kauri snails (<i>Paryphanta busbyi busbyi</i>), elegant gecko (<i>Naultinus elegans elegans</i>), forest gecko (<i>Mokopirirakau granulatus</i>), Pacific gecko (<i>Dactylochnemis pacificus</i>), ornate skink (<i>Oligosoma ornatum</i>) Copper skink (<i>O. aeneum</i>) associated with salvage and liberate activity.</li> <li>iv. To euthanize kauri snails (<i>Paryphanta busbyi busbyi</i>), elegant gecko (<i>Naultinus elegans elegans</i>), forest gecko (<i>Mokopirirakau granulatus</i>), Pacific gecko (<i>Dactylochnemis pacificus</i>), ornate skink (<i>Oligosoma ornatum</i>) Copper skink (<i>O. aeneum</i>)</li> </ul> <p>B. Quantity:</p> <ul style="list-style-type: none"> <li>i. As required.</li> </ul> <p>C. Methodology:</p> <ul style="list-style-type: none"> <li>a: Kauri Snails <ul style="list-style-type: none"> <li>i. Catch by hand</li> </ul> </li> <li>b: Lizard species</li> </ul>
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		<ul style="list-style-type: none"> <li>i. Closed-cell-foam tree covers</li> <li>ii. Catching</li> <li>iii. Live-trapping</li> <li>iv. Artificial Refuges (ARs)</li> </ul>
2.	The Land (Schedule 2, clause 2)	<p>Catch alive and kill: Brynderwyn Quarry – SH1 Brynderwyn - 36°04'12.92"S, 174°26'27.23"E</p> <p>Liberate: Area shown as fauna mitigation site on Figure 2 of Lizard Management Plan at Schedule 4.</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> <li>a. s9(2)(a) (ecologist from Boffa Miskell)</li> <li>b. Others under the supervision of the above</li> </ul>
4.	Term (Schedule 2, clause 4)	Commencing on and including 23 September 2021 and ending on and including 22 September 2031
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>State Highway 1 Brynderwyn Maungaturoto 0740</p>
6.	<b>Grantor's address</b> for notices	<p>The <b>Grantor's address</b> for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **Lizard Management Plan**

1. The Authorised Activity must be undertaken in accordance with the Kauri Snail Management Plan titled "KAURI SNAIL MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED AT BRYNDERWYN QUARRY, BRYNDERWYN" Contract Report No. 5036c dated December 2019 (Updated August 2020 and April 2021) (hereafter referred to as 'Kauri Snail Management Plan'), annexed to this Authority as Schedule 4.
2. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "LIZARD MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED BRYNDERWYN QUARRY, BRYNDERWYN" Report No. 5036a dated December 2019 (Updated August 2020 and April 2021) (hereafter referred to as 'Lizard Management Plan'), annexed to this Authority as Schedule 4.

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

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 protected wildlife should die the Whangarei District Office shall be contacted within 24 hours.

#### **Injured wildlife**

5. 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 wildlife. The Authority Holder is authorised to euthanise injured wildlife on the direction of the Grantor.

#### **Salvage and Relocation**

6. 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) Whangarei District Office Operations Manager, email for further advice.

#### **Capture and Handling**

7. Lizard and kauri snail capture, handling and relocation must be undertaken at a suitable time of year when lizards and kauri snails are active, as advised by a suitably experienced ecologist.
8. Capture and handling of lizards and kauri snails must involve only techniques that minimise the risk of infection or injury to the animal.

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

### Kill Wildlife

13. 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

14. The Authority Holder must provide a salvage report including the following information to the [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within three months of the conclusion of the salvage:
  - a) Effort, dates, times and weather conditions of salvage and relocation; and
  - b) Number, age and sex of elegant gecko (*Naultinus elegans*; At Risk-Declining), forest gecko (*Mokopirirakau granulatus*; At Risk-Declining), Pacific gecko (*Dactylochoenemys pacificus*; At Risk-Relict), ornate skink (*Oligosoma ornatum*; At Risk-Declining), copper skink (*O. aeneum*; 'Not Threatened'). 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 lizards and kauri snails were relocated; and
  - d) The extent of all lizard and kauri snail habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
  - e) Copies of reports submitted to the Grantor and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
15. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
16. 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.

**Contribution to research on mitigation of adverse effects to lizard and kauri snail species**

17. A monetary contribution, as proposed in the kauri snail management plan and lizard management plan at Schedule 4, shall be directed towards research on conservation of both kauri snails and the lizard species listed under clause 1 of Schedule 3.

**SCHEDULE 4**

1. Kauri Snail Management Plan titled "KAURI SNAIL MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED AT BRYNDERWYN QUARRY, BRYNDERWYN" Contract Report No. 5036c dated December 2019 (Updated August 2020 and April 2021) [DOC-6679133](#). To print out and attach to authority.
2. Lizard Management Plan titled "LIZARD MANAGEMENT PLAN FOR ATLAS QUARRIES LIMITED BRYNDERWYN QUARRY, BRYNDERWYN" Report No. 5036a dated December 2019 (Updated August 2020 and April 2021) [DOC-6679137](#). 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: **91649-FAU**

**THIS AUTHORITY** is made this 25th day of August 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

SIGNED on behalf of the Grantor by

s9(2)(a)

Craig Deal, Operations Manager, Whangarei District

acting under delegated authority in the presence of:

s9(2)(a)

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

Witness Name: Georgie Opie

Witness Occupation: Community Ranger

Witness Address: 2 South End Ave, Raumanga 0110

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



## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p><u>Activity:</u> To hold, handle, take samples from and release, absolutely protected wildlife that are unwell, injured or orphaned; for the purposes of providing care and rehabilitation; subject to suitable enclosures for housing the birds being available on-site.</p> <p><u>Species:</u>            NZ Falcon      <i>Falco novaeseelandiae</i>            Harrier          <i>Circus approximans</i>            Barn owl      <i>Tyto alba delicatula</i>            Morepork       <i>Ninox novaeseelandiae</i> </p> <p>Individuals belonging to other species of legally protected NZ animals may be retained for rehabilitation, on-site with the case-by-case written approval of the Whangarei Operations Manager: always provided that enclosure(s) suitable for them are first constructed to a sufficient standard (see Special Conditions – Schedule 3).</p> <p><u>Sample types</u> (for disease screening only): Blood, swabs, faeces.</p> <p><u>Facilities:</u> In Aviaries on the Land. Those aviaries and their contents must meet the required specifications and standards of the Whangarei District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18]</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Other persons supervised by s9(2)(a) and/or approved by the Grantor in s9(2)(a) absence.</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 September 2021 and ending on and including 31 August 2031</p>
5.	<p><b>Authority Holder's</b></p>	<p>The Authority Holders address in New Zealand is:</p>



	<b>address for notices</b> (Schedule 2, clause 8)	<div>s9(2)(a)</div> <div></div> Phone: <div>s9(2)(a)</div> Email: <div>s9(2)(a)</div>
6.	<b>Grantor's address for notices</b>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

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.

# SCHEDULE 3

## SPECIAL CONDITIONS

1. All animals remain the property of the Crown. The Authority Holder must comply with any reasonable request from the Grantor for access to any animals held.
2. The Authority Holder must ensure that all birds and other animals are housed in appropriate, safe, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
3. **“Safe” in Special condition 2** includes ensuring that all mammalian pests are excluded from all outdoor aviaries, at all times.
4. The Authority Holder must notify the Whangarei Office of the Grantor each time a live or dead individual or individuals belonging to a legally protected species classed as **‘Threatened’** is received, on phone no: 09 470 3300. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) See also **‘Patient Physical Examination Form’** - link at end.
5. In the event of the death of any wildlife caught or held under this Authority, the Authority Holders shall:
  - a. Ensure the body is labelled with the species, date of arrival, date of death and cause (if known)
  - b. ensure that the body is chilled (refrigerated) if it can be delivered within 24 hours, or whilst seeking advice from the Grantor whether post-mortem is required
  - c. **inform the Grantor’s** Whangarei office immediately and follow the instructions of the Grantor for delivery of the body for post-mortem examination or for disposal.
  - d. ensure the body is frozen if delivery will be longer than 24 hours or if post-mortem examination is not required.
6. In accordance with the Animal Welfare Act 1999, Section 11, the Authority Holder may euthanise wildlife in their care if the wildlife is:
  - a. Suffering unreasonable or unnecessary pain or distress; and
  - b. Is seriously ill or permanently injured and unlikely to survive in the wild; and
  - c. A species classified as Not Threatened; and

The Authority Holder has the skills to humanely euthanise

In all other cases, the Authority holder must not euthanise wildlife unless:

- a. The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor
- b. A veterinarian recommends euthanasia on animal welfare grounds; or
- c. The Authority Holder euthanises wildlife under direction of the Grantor.

For acceptable methods of avian euthanasia view the policy document developed by the New Zealand Veterinary Association (See Schedule 4).

<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-5958993> ).

7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires **longer** than 3 months; a written application to hold the animal for a longer period must be made to the Whangarei Operations Manager. Any approval granted by that Manager must be obtained in writing and will only be granted for that particular application.
8. If any wildlife held under this Authority is found to be permanently injured, is unable to exhibit a full range of wild bird behaviours, or is otherwise unfit for release, the Authority Holder must **immediately inform the Grantor's** Whangarei Office and comply with any directions regarding the bird that are given by that office.
9. All wildlife must be released where it was found, or in the closest safe location, or as directed by the Grantor.
10. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances **where the Grantor's** Whangarei Operations Manager (Craig Deal, at date of issue) has given his prior written approval to meet such costs and has confirmed that in writing.
11. Wildlife held for rehabilitation shall not be displayed to the public.
12. The Authority Holder must maintain Annual Records and submit them to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz) by 30<sup>th</sup> June of every year during the term of this Authority. The records should include the following information for each bird obtained (see link at end for required format): including the following information, for each bird obtained:
  - Species (age and gender if known)
  - Where and when the animal was first found/ moved/ injured
  - General description of the injuries/illness
  - Cause (if known)
  - Treatment to date and general progress/outcome
  - Personnel involved in treatment
  - Date(s) of release/euthanasia/disposal
13. Authority holders must complete and return the Wildlife Rehabilitators Self-Audit Checklist (see link at end) on an annual basis by the 30<sup>th</sup> June

14. The addresses to which all reports and records are sent are the Grantor's Whangarei Office [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases Authority No. 91649-FAU.
15. All media; including photos, film and social media; must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of the Authority **Holder's** rehabilitation operation: that-is that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation, that only authorised personnel may handle the wildlife, and then only for the purpose of rehabilitation care.
16. The Authority-Holder must also ensure the Department is adequately informed on the number and status of all animals held under this Authority on an ongoing basis.
17. Protected wildlife may be transferred to other authorised holders, with the case-by-case approval of the **Grantor's** Whangarei Operations Manager.
18. The Authority Holder consents to any officer or agent of the Grantor entering the Authority Holder's **property** at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species, the facilities in which they are contained, and daily records. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
19. The Authority Holder must immediately inform the Grantor if the Holder no longer wishes to hold wildlife or participate in their rehabilitation.

Attachments for this Authority:

1. Self-audit checklist



Rehabbers-checklist-2017 - DOC-32469

2. Patient Physical Examination form



Physical Examination-form.docx

3. DOC Annual Report Template



Wildlife Rehabilitator annual

4. NZVA Euthanasia guidelines for birds



NZVA-Euthanasia of avian patients.pdf



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

Authorisation Number: 91649-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 9th day of May 2022

## **PARTIES:**

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

**AND**

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

## **BACKGROUND**

- A. By an Authorisation dated the 25th of August 2021 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

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

### **1. Variation**

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

- (i) To delete and replace Schedule 1, Item 2 change The Land where the Authority Holder is allowed to carry out the Authorised Activity (Schedule 2, clause 2) with the following wording: s9(2)(a)

### **2. Confirmation of other Authority Covenants**

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

### **3. Costs**

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



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

Authorisation Number: **91650-CAP**

**THIS AUTHORITY** is made this 1st day of June 2021

### **PARTIES:**

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

**AND**

**Rotorua SPCA** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

SIGNED on behalf of the Grantor by

s9(2)(a)

Drew Divehall, Operations Manager, Rotorua District

acting under delegated authority in the presence of:

s9(2)(a)

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

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

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

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

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



**SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p><u>Activity:</u></p> <p>To hold, handle and release, absolutely protected wildlife that are unwell, injured or orphaned; for the purposes of providing care and rehabilitation.</p> <p><u>Facilities:</u></p> <p>In Aviaries on the Land. Those aviaries and their contents must at all times meet the required specifications and standards of the Grantor's Rotorua District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18].</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	24 Old Taupo Road, Mangakakahi, Rotorua
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<div>s9(2)(a)</div> <div>s9(2)(a)</div> <div>s9(2)(a)</div> <p>Other persons supervised by the Authority Holder and/or approved by the Grantor in the Authority Holder's absence.</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 June 2021 and ending on and including 31 May 2031 (10 years)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>24 Old Taupo Road</p> <p>Mangakakahi</p> <p>Rotorua 3015</p> <p>Phone: 07 349 2955</p> <p>Email: <div>s9(2)(a)</div></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Department of Conservation</p> <p>73 Rostrevor Street</p> <p>Hamilton 3204</p> <p>Phone: 07 858 1000</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. All animals remain the property of the Crown. The Authority Holder must comply with any reasonable request from the Grantor for access to any animals held.
2. The Authority Holder must ensure that all birds and other animals are housed in appropriate, safe, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
3. "Safe" in Special condition 2 includes ensuring that all mammalian pests are excluded from all outdoor aviaries, at all times.
4. The Authority Holder must notify the Rotorua Office of the Grantor each time a live or dead individual or individuals belonging to a legally protected species classed as 'Threatened' is received, on phone no: 07 349 7400. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) See also 'Patient Physical Examination Form' - link at end.
5. In the event of the death of any wildlife caught or held under this Authority, the Authority Holders shall:
  - a. Ensure the body is labelled with the species, date of arrival, date of death and cause (if known)
  - b. ensure that the body is chilled (refrigerated) if it can be delivered within 24 hours, or whilst seeking advice from the Grantor whether post-mortem is required
  - c. inform the Grantor's Rotorua office immediately follow the instructions of the Grantor for delivery of the body for post-mortem examination or for disposal
  - d. ensure the body is frozen if delivery will be longer than 24 hours or if post-mortem examination is not required
6. The holder may euthanise any protected species on animal welfare grounds only; if it is recommended by a veterinarian; or when directed by the Department of Conservation. For acceptable methods of avian euthanasia, consult the policy document of the New Zealand Veterinary Association (*link attached at end*).
7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires *longer* than 3 months; a written application to hold the animal for a longer period must be made to the Rotorua Operations Manager. Any approval granted by that Manager must be obtained in writing and will only be granted for that particular application.
8. If any wildlife held under this Authority is found to be permanently injured, is unable to exhibit a full range of wild bird behaviours, or is otherwise unfit for release, the Authority Holder must immediately inform the Grantor's Rotorua Office and comply with any directions regarding the bird that are given by that office.



9. All wildlife must be released where it was found, or in the closest safe location, or as directed by the Grantor.
10. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor's Rotorua Operations Manager has given his/her prior written approval to meet such costs and has confirmed that in writing.
11. Wildlife held for rehabilitation shall not be displayed to the public.
12. The Authority Holder must maintain Annual Records and submit them to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) by the 30<sup>th</sup> June of every year during the term of this Authority. The records should include the following information for each bird obtained (see link at end for required format): including the following information, for each bird obtained:
  - Species (age and gender if known)
  - Where and when the animal was first found/ moved/ injured
  - General description of the injuries/illness
  - Cause (if known)
  - Treatment to date and general progress/outcome
  - Personnel involved in treatment
  - Date(s) of release/euthanasia/disposal
13. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist (see link at end) on an annual basis by the 30<sup>th</sup> June
14. The addresses to which all reports and records are sent are the Rotorua District Office [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) and [WARCTeam@doc.govt.nz](mailto:WARCTeam@doc.govt.nz) citing in all cases Authority No. 91650-CAP.
15. All media, including photos, film and social media; must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of the Authority Holder's rehabilitation operation: that-is that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation, that only authorised personnel may handle the wildlife, and then only for the purpose of rehabilitation care.
16. The Authority-Holder must also ensure the Department is adequately informed on the number and status of all animals held under this Authority on an ongoing basis.
17. Protected wildlife may only be transferred to other authorised holders; and then only with the case-by-case approval of the Grantor's Rotorua Operations Manager.

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

Recommended Attachments for this Authority:

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



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

Authorisation Number: 91651-CAP

**THIS AUTHORITY** is made this 9<sup>th</sup> day of June 2021

### **PARTIES:**

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

**AND**

**Marunui Conservation 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, and Section 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

acting under delegated authority

**Reed Thomas (Director – Operations, NNI)**

in the presence of:

s9(2)(a)

Witness Name: Julie Herald.

Witness Occupation: Personal Assistant

Witness Address: 2 South End Ave. Raumanga, Whangarei 0110



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

Released under the Official Information Act

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity – To catch, handle, attach transmitters, and release</p> <p>b. Species – North Island Brown Kiwi (<i>Apteryx mantelli</i>)</p> <p>c. Quantity – 6 North Island Brown Kiwi</p> <p>d. Method – catching (by hand) and marking (attaching transmitters by hand)</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	Marunui Conservation Area
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	See Schedule 4
4.	<b>Term</b> (Schedule 2, clause 4)	2 years (commencing on 01 June 2021 and ending on 31 May 2023)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>18 Lincoln Street Auckland 1061 New Zealand Phone: 09 376 4069 Email: s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation Permissions Team 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

s9(2)(a)

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

s9(2)(a)

**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

s9(2)(a)

## SCHEDULE 3

### SPECIAL CONDITIONS

#### General

1. The Authority Holder must ensure that capture, handling, transmitter attachment and release of kiwi follows the Department's Kiwi Best Practice Manual as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
2. Catching and handling must only occur for the purpose of husbandry and/or health and/or transmitter checks.
3. If required in writing by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (including catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds.
4. The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its employees/staff and volunteers if the Grantor so requests.
5. Kiwi subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
6. 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.

#### Euthanasia

7. The Authority Holder must not euthanize any kiwi unless the Authority Holder:
  - obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or;
  - carries out the euthanasia under direction from the Grantor. If this is required, the Authority Holder must contact the Grantor, and they will be provided with a copy of the euthanasia guidelines.
8. If any kiwi die when the Authority Holder is undertaking the authorised activities in Schedule 1, Clause 1, the Authority Holders must inform the Department within 48 hours of the death or discovery of the specimen and send said specimen to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, the Authority Holder must cease the Authorised Activity for a period determined by the Grantor.

#### Transmitters

9. Transmitters may be attached to up to 6 male kiwi. The combined transmitter AND attachment must weigh <2.5% of the body weight of kiwi < 300 g, <2% for kiwi weighing 300 - 650 g, <13 g for kiwi weighing 650 - 1500 g, and <26 g for kiwi weighing > 1500g. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department's Kiwi Best Practice Manual provided online at:

s9(2)(a)



<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

10. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.
11. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 6 weeks of the conclusion of the Authority.
12. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department of Conservation Kiwi Best Practice Manual provided online at: (<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>).
13. 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"

#### **Reports and Research**

14. The Authority Holder must provide a report to the Grantor no later than 30 June of each year that includes:
  - The Authority Number 91651-CAP
  - Research/Monitoring findings;
  - Any injuries or deaths resulting from implementation of the Authorised Activity;
  - Details of any transmitters not able to be recovered
  - Any implications for conservation management; and
  - The location of the storage facility of any feathers collected and details of the genetic register
15. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
16. Within one month of the completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a copy of any research findings and reports electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz)
17. Within one month of any publications or completion of a thesis, the Authority Holder must forward a copy electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz)

## SCHEDULE 4

Those authorised to undertake activities in Schedule 1, Clause 3

Authorised Activity	Who is authorised
a. Catching, handling and attaching transmitters to North Island Brown kiwi	i. s9(2)(a)
	ii.
	iii.
	iv.
	v.
	vi.
	vii.
	viii.
	ix. Any other Accredited Kiwi Handler and/or Accredited Kiwi Handler Trainer specifically requested by Applicant and/or those listed in Schedule 4(a) (i – viii) to undertake this activity specifically for the Marunui Conservation Trust.
	x. Any non-Accredited Kiwi Handler specifically requested by Marunui Conservation Trust and/or those listed in Schedule 4(a)(i – viii) to undertake this activity specifically for the Marunui Conservation Trust. Any non-Accredited Kiwi Handler to undertake this activity <b>must</b> be directly supervised by an Accredited Kiwi Handler Trainer.

s9(2)(a)





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

Authorisation Number: 91709-FAU

**THIS AUTHORITY** is made this 26<sup>th</sup> day of November 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(2)(b) of the Wildlife Act 1953, 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 Dion Patterson, Operations Manager- Waikato acting under delegated authority

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>1. Activity</p> <p>a) to take or otherwise obtain the eggs of game for the purpose of hatching, rearing and liberating game in the release site listed in Schedule 1.2.</p> <p>2. Species</p> <p>a) Ring necked Pheasant (<i>Phasianus colchicus</i>)</p> <p>b) Red-legged Partridge (<i>Alectoris rufa</i>)</p> <p>3. Quantity</p> <p>a) Release up to 20 birds of each species per annum</p> <p>4. Method</p> <p>a) Obtain from an existing Authority Holder who is authorised to sell and transfer gamebirds or eggs.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	1. s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>2. Any other person under the direct supervision of Schedule 1, Clause 3.1</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 <sup>st</sup> December 2021 and ending on and including 30 <sup>th</sup> November 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Taranaki Fish and Game Council.
3. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(2) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
4. 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.
5. All birds shall be released with unclipped wings.
6. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
7. No birds shall be released during gamebird hunting season or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
9. The Authority Holder shall provide an annual report to the Grantor and the Taranaki Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at [waikato@fishandgame.org.nz](mailto:waikato@fishandgame.org.nz) and to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 91709-FAU. This report shall be submitted each year 30 November; during the years 2021 to 2031 inclusive and must provide the following:
  - a. The number of eggs obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
10. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
11. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
12. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.

14. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
15. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
16. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
17. If a band is taken off a bird for any reason, it must NOT be used on another bird.
18. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
19. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
20. 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.
21. The Authority Holder must notify the Waikato District Office with the name of the designated Level 3 Certified bander they will approach to band the birds before the activity of banding takes place.
22. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.
23. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason the Grantor may decide".

## **SCHEDULE 4**

### **GUIDANCE**

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

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

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

Released under the Official Information Act





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 91733-CAP

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

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 15 <sup>th</sup> December 2020 and ending on and including 30 <sup>th</sup> October 2025

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 91739-FAU

THIS AUTHORITY is made this 31<sup>st</sup> day of May 2021

### PARTIES:

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

AND

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

### BACKGROUND

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

### OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Moana Smith-Dunlop, Operations Manager, Manawatu, 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>Activity: Catch and handle absolutely protected wildlife as listed below</p> <p>Species: a. Copper skink (<i>Oligosoma aeneum</i>)  b. Glossy brown skink (<i>Oligosoma zelandicum</i>)  c. Northern grass skink (<i>Oligosoma polychroma</i>)  d. Spotted skink (<i>Oligosoma lineocellatum</i>)  e. Barking Gecko (<i>Naultinus punctatus</i>)  f. Goldstripe Gecko (<i>Woodworthia chrysosiretica</i>)  g. McGregor's skink (<i>Oligosoma macgregori</i>)  g. Ngahere Gecko (<i>Mokopirirakau granulatus</i>)  h. Raukawa gecko (<i>Woodworthia maculaa</i>)  i. Whitaker's skink (<i>Oligosoma whitakeri</i>)</p> <p>Method: Pitfall traps with Onduline covers</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Whitireia Park</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)  Whitireia Restoration Group Members</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 25 May 2021 and ending on and including 24 May 2031</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:  s9(2)(a)      Phone: s9(2)(a)  Email: s9(2)(a)</p>
6.	<p><b>Grantor's</b> address for notices</p>	<p><b>The Grantor's</b> address for all correspondence is:  Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

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

#### Private Land

2. This Authority does not confer any rights of access over any private land; or public 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.

#### Lizard capture techniques

3. The Authority Holder shall ensure that pitfall traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material shall be provided to reduce desiccation risk and the bottom of the pit-fall trap shall be perforated to allow drainage of water.
4. The Authority Holder shall ensure pitfall traps are checked at least every 24 hours.

#### Expectation of the public

5. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
6. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
7. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

#### Biosecurity General

8. 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.

#### Reporting

9. The Authority Holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the Grantor at [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority number 91739-FAU. This report shall be submitted by the 31<sup>st</sup> of July detailing the period ending 30 June of that year.

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 91747-CAP

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

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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



## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 15 <sup>th</sup> December 2020 and ending on and including 30 <sup>th</sup> October 2025

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: **91752-FAU**

**THIS AUTHORITY** is made this 23<sup>rd</sup> day of April 2021

### **PARTIES:**

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

**AND**

**Method Group Limited** (the Authority Holder)

### **BACKGROUND**

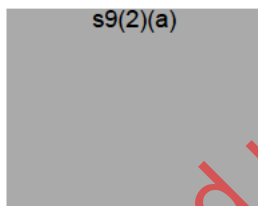
- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

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

SIGNED on behalf of the Grantor by

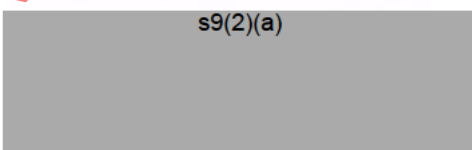
s9(2)(a)



Kirsty Prior, Operations Manager, Aotea/Great Barrier Island

acting under delegated authority in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation  
Bledisloe House  
24 Wellesley Street  
Auckland 1010

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

Released under the Official Information Act



# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity:</p> <ul style="list-style-type: none"> <li>i. To conduct surveys</li> <li>ii. To catch, measure and record</li> <li>iii. To hold and transfer</li> <li>iv. To liberate</li> <li>v. To kill wildlife</li> <li>vi. To monitor after liberation</li> </ul> <p>b. Species:</p> <ul style="list-style-type: none"> <li>i. Copper skink (<i>Oligosoma aenium</i>)</li> <li>ii. Ornate skink (<i>Oligosoma ornatum</i>)</li> <li>iii. Forest gecko (<i>Mokopirau granulatus</i>)</li> <li>iv. Any other species of NZ native lizard (but see Schedule 3: Conditions 2.1 a, and 7.6)</li> </ul> <p>c. Quantity: As many as can be captured</p> <p>d. Methods:</p> <ul style="list-style-type: none"> <li>i. Catching: <ul style="list-style-type: none"> <li>i. By hand-searching – before, during and after vegetation clearance, assisted at times by hand-tools and power tools</li> <li>ii. By pitfall and funnel traps</li> </ul> </li> <li>ii. Releasing: By-hand</li> <li>iii. Post-release monitoring.</li> </ul> <p>All methods will be as described in the Application form signed and dated 1/12/2020, and in its attached reports.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>12 Captains Retreat, Hillsborough, Auckland 1042</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b. s9(2)(a)</p> <p>c. s9(2)(a)</p> <p>Any other suitably qualified person(s) under the direct supervision of Authorised Personnel a, b and/or c.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 May 2021 and ending on and including 30 April 2023</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>19e Blake Street Ponsonby Auckland 1011</p> <p>Phone: s9(2)(a) (M. Barzandeh mobile)</p> <p>Email: s9(2)(a)</p>

6.	<b>Grantor's</b> address for notices	<p>The <b>Grantor's</b> address for all correspondence is:</p> <p>Permissions Team Department of Conservation 73 Rostrevor Street HAMILTON 3204</p> <p>Phone: 07 858 1000</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1.0 Adhere with proposal

- 1.1 The relocation of wildlife shall be undertaken in accordance with the methodology outlined in the applicant's 'Application form 9', signed and dated 1 December 2020; its **accompanying "Draft Lizard Management Plan for 12 Captains Retreat, Hillsborough St Johns"; and the standard "Hygiene Checklist"** (attached as Appendix 1). The Authority Holder shall ensure that all persons operating under this Authority comply with the conditions of this Authority, the approved Lizard Management Plan and the Hygiene Checklist.
- 1.2 This Authority is issued subject to the Applicant having obtained all required Resource Consents from Auckland Council, before any vegetation clearance is begun.

#### 2.0 Mitigation Conditions

- 2.1 The Authority Holder is only permitted to liberate wildlife:
  - a. that are classified as Not Threatened or At Risk species under the current threat classification system;
  - b. into release site(s) that are assessed by a qualified herpetologist [or other expert] as being of similar or better habitat than the source location, and capable of supporting that lizard species;
  - c. into release sites that are within five hundred (500) metres of the development footprint; or after consultation and agreement with the Grantor's relevant Technical Advisor Ecology.
  - d. into release site(s) where habitat for that species of wildlife has been approved and (if required) enhanced prior to relocation; using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators, or long-term predator control; and
  - e. into release site(s) which have long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).

#### 3.0 Incidental killing of Wildlife

- 3.1 The Authority Holder is permitted to kill the wildlife listed in Schedule 1 Section 1(b) above, provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
- 3.2 If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard(s). The Authority Holder is authorised to euthanise injured animal(s) on recommendation of the qualified herpetologist

#### 4.0 Euthanasia

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

## 5.0 Parts or Derivatives of Dead Specimens

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

## 6.0 Reporting

- 6.1 Within two (2) months of the completion of the relocation of the lizards, the Authority Holder must provide a report to the Grantor. This report must be electronically forwarded to the Grantor at [aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing Authority Number 91752-FAU. Each report must include:
    - a. the species and number of any animals collected and released;
    - b. the GPS locations (or a detailed map) of the collection points and release points;
    - c. copies of approved Lizard Management Plans or similar; and
    - d. results of all surveys, monitoring or research.
  - 6.2 Post-relocation monitoring of the lizards is required if greater than 20 copper skinks and/or 10 ornate skinks are relocated (refer to Section 6.4 of the Lizard Management Plan). A monitoring plan must be approved by the Grantor. All monitoring reports must be electronically forwarded to the Grantor at [aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@doc.govt.nz) and, [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority Number 91752-FAU.
  - 6.3 The Authority Holder acknowledges that the Grantor may provide copies of the reports referred-to in 6.1 and 6.2 above, to tangata whenua and the general public if requested.
  - 6.4 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).
- ## 7.0 Lizard Capture
- 7.1 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
  - 7.2 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox: <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
  - 7.3 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear must be thoroughly cleaned and dried between sites.
  - 7.4 The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag), and held out of direct sunlight to minimise the risk of overheating, stress and death.
  - 7.5 **'Plague skinks' will be humanely euthanised.**

7.6 A DOC Operations Manager from Auckland District, or their designated representative, is to be contacted as soon as possible for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site.

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

## 8.0 Property of the Crown

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

## 9.0 Private Land

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

## 10.0 Termination

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

## 11.0 Myrtle Rust Biosecurity

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

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

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

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

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



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

## 12.0 Didymo biosecurity

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

## 13.0 Kauri Dieback Disease biosecurity

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



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

Authorisation Number: **91780-FAU**

**THIS AUTHORITY** is made this 31<sup>st</sup> day of August 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2)(b) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

**SIGNED** on behalf of the Grantor by

s9(2)(a)

Kirsty Prior, Operations Manager, Aotea

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Community Ranger

Witness Address:

Department of Conservation  
Bledisloe House  
24 Wellesley Street West  
Auckland 1010

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

Released under the Official Information Act

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>Activity – To obtain, hold briefly, then liberate, gamebirds at the release site listed in Clause 2, Schedule 1.</p> <p>Species – a. Ring Necked Pheasant (<i>Phasianus colchicus</i>).</p> <p>Quantity – Up to 10 birds per annum.</p> <p>Method – Purchase birds from an existing Authority Holder who is authorised to breed, band, sell and transfer them</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>a. Source site – NZ Gamebirds Ltd, 12 Lower Flag Range Road, RD9 Hastings 4179</p> <p>b. Release site – s9(2)(a)</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b. Any other person under the direct supervision of s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 September 2021 and ending on and including 31 August 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a) Mobile: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Department of Conservation</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be obtained only from the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(b).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. No birds shall be released during gamebird hunting season or within 30 days of its commencement, and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen would normally be sealed off or removed after their release; except that an unroofed pen or 'safe zone' for pheasants may be maintained after their initial release, to relieve predator pressure.
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason the Grantor may decide".
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. 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.
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor at [auckland@doc.govt.nz](mailto:auckland@doc.govt.nz) (and copied to



[bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.

20. 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.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. 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/> )
23. 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> )
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. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.



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

Authorisation Number: 91806-FAU

**THIS AUTHORITY** is made this 7<sup>th</sup> day of December 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 Rebecca Rush  
Operations Manager  
Auckland Mainland District Office  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Michelle Jenkinson\_\_

Witness Occupation: Community Ranger

Witness Address: \_12/30 Hudson Road, Warkworth\_

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. To catch alive, liberate and have in possession the absolutely protected lizards referred to under Schedule 3.3 of this Authority for the purpose of species preservation (“salvage”), pre-salvage surveys and post-salvage monitoring</li> <li>ii. To kill the absolutely protected lizards referred to under Schedule 3.3 of this Authority for the purpose of being unable to remove the wildlife from vegetation clearance and/or earthworks in the construction zone subject to Schedule 3.19</li> </ul> <p>b. Quantity –</p> <ul style="list-style-type: none"> <li>i. catch alive <ul style="list-style-type: none"> <li>a. pre-salvage surveys – as required</li> <li>b. salvage – as per Schedule 3.16</li> <li>c. post-liberation salvage monitoring – as required</li> </ul> </li> <li>ii. kill – as required</li> </ul> <p>c. Method – as required</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>a. catch alive, liberate, kill</p> <ul style="list-style-type: none"> <li>i. all non-public conservation land in the Auckland Region, including Waiheke Island and Great Barrier Island subject to Schedule 2.2.3</li> </ul> <p>b. have in possession</p> <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> </ul>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. catch alive, liberate, kill</p> <p>s9(2)(a)</p> <p>b. have in possession</p> <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> </ul>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 7 <sup>th</sup> December 2021 and ending on and including 6 <sup>th</sup> December 2024
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 9d Beatrice Tinsley Crescent Rosedale, Auckland 0632

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

#### Ownership of absolutely protected wildlife

1. This Authorisation gives the Authority Holder the right to catch alive, kill, liberate and have in possession absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder is only permitted to catch alive, kill, liberate and have in possession, lizards classified as Not Threatened or At Risk species under the current threat classification system

#### Lizard capture and handling

4. Lizards must only be handled by Personnel Authorised to Undertake this Activity named in Schedule 1.3.
5. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by Personnel listed under Schedule 1(3).
6. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
7. Capture and handling methods must follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
8. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
9. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
10. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
11. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
12. The Authority Holder must only use methods to search for lizards that preserve habitat quality.

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

13. 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 ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) be informed within 24 hours.



14. Funnel traps must not be used when it is thought that predators are at killing or injuring populations in the authorised location.
15. 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.

### **Salvage**

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

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

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

### **Killing wildlife**

19. 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**

20. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.

21. DOC Operations Manager(s) ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) 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.
22. 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).
23. Once a Lizard 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 Management Plan.

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

24. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) within 24 hours
  - b. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### **Lizard Salvage Reporting**

25. A report must be submitted in writing to the Grantor's Auckland District Office Operations Manager ([auckland@doc.govt.nz](mailto:auckland@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. copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - b. results of all surveys, monitoring or research; and
  - c. 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.
26. Within one month of the survey, the Authority Holder must submit complete Amphibian and Reptile Distribution System (ARDS) cards (<https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>) to Herpetofauna database administrator, PO Box 10420, Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetofauna sightings and captures.

#### **Miscellaneous**

27. Prior to catching alive and having in possession any authorized wildlife, the Authorised person named at Schedule 1.3.b must have a holding cage constructed and such cage must comply with the specifications contained in *R Gibson, Guide to keeping New Zealand lizards in captivity*.
28. Schedule 2 clause 2.5 is deleted

#### **Termination**

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



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

Authorisation Number: 91816-RES

THIS AUTHORITY is made this 6<sup>th</sup> day of July 2022

### PARTIES:

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

AND

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

### BACKGROUND

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

### OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor  
by Nancy Susan Reed-Thomas  
Director, Operations, Northern North Island Region  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Haylee Labelle

Witness Occupation: Personal Assistant

Witness Address: 2 South End Ave, Raumanga, Whangarei

A copy of the Instrument of Delegation may be inspected at the Director-General's office at

18-32 Manners Street, Wellington.

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> <li>i. catch alive juveniles of the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of tagging</li> <li>ii. catch alive juveniles of the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of taking tissue specimens</li> <li>iii. mark for the purpose of distinguishing any wildlife, the absolutely protected wildlife listed under Schedule 4 of this Authority</li> </ul> <p>b. Quantity</p> <ul style="list-style-type: none"> <li>i. up to a maximum of twenty (20) individual animals over the term of this Authority</li> <li>ii. only one type of tag per individual animal</li> </ul> <p>c. Method –</p> <ul style="list-style-type: none"> <li>i. marking <ul style="list-style-type: none"> <li>a. non-bolt on satellite tags; and, or,</li> <li>b. acoustic tether tags</li> </ul> </li> <li>ii. taking tissue specimens <ul style="list-style-type: none"> <li>a. tagging pole dart application tip</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> <li>a. Great Exhibition Bay</li> <li>b. Hokianga Harbour</li> <li>c. Houhora Harbour</li> <li>d. Kaipara Harbour</li> <li>e. Tauranga Harbour</li> <li>f. Off the coast of: <ul style="list-style-type: none"> <li>i. Bowentown</li> <li>ii. the Coromandel peninsula</li> <li>iii. the Bay of Plenty</li> <li>iv. the East Cape Region</li> </ul> </li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. <span style="background-color: black; color: white;">s9(2)(a)</span></p>

4.	Term (Schedule 2, clause 4)	Commencing on and including 6 July 2022 and ending on and including 5 July 2027
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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



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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive and mark absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authorised Activities must be undertaken only for the purpose of research and in accordance with the application and any subsequent amendments made, received and approved by the Grantor in order to obtain this Authority.
4. Schedule 2.2 is deleted and replaced with the following:  
 “The Authority Holder must notify the Grantor’s Regional District Office prior to carrying out the Authorised activities in that District. When making such notification the Authority Holder must:
  - a. cite Authority number 91816-RES; and,
  - b. advise the Grantor’s District Office of the intended dates and locations where the Authorised activities will be undertaken; and,
  - c. ask the Grantor’s District Office to confirm if the Grantor is conducting any work with White pointer sharks in the same vicinity where and when the Authority Holder intends to go
5. The Authority Holder must immediately notify the Grantor’s Regional District Office every time the Authorised activities have been completed and must, when making such notification, advise the Grantor’s District Office of the dates and locations where the Authorised activities were undertaken.
6. When notifying the Grantor under Schedule 3.4-5, the Authority Holder must:
  - a. make the notification by email; and,
  - b. make the notification to the applicable Regional District Office email address below:
    - i. Northland
      - a. Kaitaia – [kaitaia@doc.govt.nz](mailto:kaitaia@doc.govt.nz)
      - b. Whangarei – [whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz)
      - c. Kauri Coast – [dargaville@doc.govt.nz](mailto:dargaville@doc.govt.nz)
    - ii. Coromandel Peninsula
      - a. Hauraki – [thames@doc.govt.nz](mailto:thames@doc.govt.nz)
      - b. Whitianga – [coromandeldistrict@doc.govt.nz](mailto:coromandeldistrict@doc.govt.nz)
    - iii. Bay of Plenty
      - a. Tauranga – [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz)

iv. East Coast

a Gisborne – [gisborne@doc.govt.nz](mailto:gisborne@doc.govt.nz)

7. The Authority Holder must, if requested by the Grantor, allow Officers of the Grantor access to the vessel or vessels to be used to undertake the Authorised activities and to accompany the Authority Holder whilst undertaking the Authorised activities for the purpose of monitoring marking methods.
8. The Authority Holder must clean and wash the tagging pole application tip used for marking each time prior to use and also between use on each individual animal.
9. Tissue specimens taken under this Authority may be held in the Authority Holder's possession for so long as is necessary prior to being sent for analysis.
10. Notwithstanding Schedule 3.2 the Authority Holder must transfer the specimens referred to under Schedule 3.9 to the Institute of Geological and Nuclear Sciences for:
  - a. DNA analysis
  - b. stable isotope analysis
11. All tissue specimens transported for analysis under Schedule 3.10 must be packaged in containers that are plainly marked on the outside with a list and description of the contents and the name and address of the consignor and consignee.
12. The Authority Holder must not use a bait attractant in the vicinity of where people undertake or are likely to undertake recreational activities in or on the water. This includes in or around beaches, marinas, harbours, and areas where people undertake or are likely to undertake water sports such as surfing or kayaking.
13. The Authority Holder must immediately notify the Grantor ([whangarei@doc.govt.nz](mailto:whangarei@doc.govt.nz)) if any of the wildlife react adversely to or are injured from marking.
14. Upon completion of the Authorised Activities, termination or surrender of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to the following:
  - i. [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)
  - ii. [cps@doc.govt.nz](mailto:cps@doc.govt.nz)
  - iii. [dargaville@doc.govt.nz](mailto:dargaville@doc.govt.nz)
15. A final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number [91816-RES]; and,
  - b. the dates and locations of when and where marking occurred; and,
  - c. a summary of all research findings for marking; and,
  - d. any implications for conservation management

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

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

## SCHEDULE 4

Common name	Scientific name
1. White pointer shark	<i>Carcharodon carcharias</i>

Released under the Official Information Act



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

Authorisation Number: 91840-FAU

THIS AUTHORITY is made this 18<sup>th</sup> day of May 2021

### PARTIES:

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

AND

Waka Kotahi 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(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)



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SIGNED on behalf of the Grantor  
by **John McCarroll, Operations Manager Murihiku**  
acting under delegated authority

in the presence of:

s9(2)(a)



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Witness Signature

Witness Name: Joseph Roberts

Witness Occupation: Community Ranger

Witness Address: 33 Don Street  
Invercargill

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate protected wildlife for the purpose of species management in accordance with the Lizard Management Plan dated December 2020 contained under Schedule 4 of this Authorisation, subject to Schedule 3 condition 1;</li> <li>ii. to kill protected wildlife subject to Schedule 3 condition 4.</li> </ul> <p><u>Species:</u></p> <ul style="list-style-type: none"> <li>i. schist gecko <i>Woodworthia</i> “Central Otago”;</li> <li>ii. southern grass skink <i>Oligosoma aff. polychroma</i>;</li> <li>iii. <b>McCann’s skink</b> (<i>Oligosoma maccanni</i>).</li> </ul> <p><u>Quantity:</u></p> <ul style="list-style-type: none"> <li>i. As required.</li> </ul> <p><u>Method:</u></p> <ul style="list-style-type: none"> <li>i. catch alive               <ul style="list-style-type: none"> <li>(a) by hand</li> <li>(b) using gee minnow traps</li> <li>(c) using pitfall traps</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Catch alive and kill:</p> <ul style="list-style-type: none"> <li>i. State Highway 8, Beaumont, Otago and immediate surrounding public roads and private roads adjacent to the new Beaumont Bridge location.</li> </ul> <p>Liberate:</p> <ul style="list-style-type: none"> <li>i. Southern grass skink and McCann’s skink - State Highway 8, Beaumont, Otago and immediate surrounding public roads and private roads adjacent to the new Beaumont Bridge location</li> <li>ii. Schist gecko - Beaumont Conservation Area</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>i. <b>s9(2)(a)</b></li> <li>ii. Any other suitably experienced person under the direct supervision of above authorised personnel</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 May 2021 and ending on and including 30 April 2031.</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>Level 2 AA Centre 450 Moray Place</p>

		<p>Dunedin 9016</p> <p>Phone: 64 3 9513009</p> <p>Email: michael.thomas@nzta.govt.nz</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address</b> for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

Released under the Official Information Act



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. The Lizard Management Plan **titled** “DOC Wildlife Authority Application – New Beaumont Bridge Lizard Management Plan” dated 21 December 2020 annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Salvage/relocation, release and habitat enhancement

2. This Authority only allows the salvage of up to two hundred (200) individuals of any species. If a larger number is estimated at the salvage site, a separate application to translocate over two hundred (200) individuals is required.
3. Lizard capture, handling and relocation should be undertaken at a suitable time of year (October to April inclusive) when lizards are most active and air temperature is above 12deg C, or as advised by the suitably experienced herpetologist named in Schedule 1.
4. The Authority Holder is only permitted to release wildlife:
  - a. that are classified as Not Threatened or At-Risk species under the current threat classification system.
  - b. into release site(s) that are assessed by the suitably qualified herpetologist named in Schedule 1 as being of similar or better habitat than the source location, and capable of supporting that lizard species.
  - c. into quality road reserve or roadside verge release site(s) that are within nine hundred (900) metres of the development footprint and the Beaumont Conservation Area for any schist geckos (if any require relocation).
  - d. into release site(s) where habitat for that species of wildlife has been enhanced and prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species released; and
  - e. if possible and using best endeavours, into release site(s) where the site has long-term security from development or modification (e.g., a fenced site with signage, Council or DOC- managed Reserves, covenants, or a site protected by District Plan provisions).

#### Incidentally kill 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.
6. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) on recommendation of the qualified herpetologist.
7. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Species-Specific Management Plan(s) to ensure adequate mitigation of effects has been achieved.

DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. Separate application to translocate Threatened species will be required.

8. During wildlife salvage operations or construction, if Threatened wildlife are found within the footprint of the site, the Authority Holder must contact the DOC Operations Manager(s) within 24 hours of discovery and confirmation.

#### Post-Release Monitoring of Released Wildlife

9. For species where more than 20 individuals are salvaged from the works footprint, post-release monitoring is required at the release site. Post-release monitoring shall adopt species-specific methodology that is appropriate to demonstrate persistence at the release site.
10. Post-release monitoring at the release site referred to in clause 10 will be monitored annually for 3-years following translocation.
11. Methodology should use DOC-approved standard techniques (e.g., baited gee's minnow traps, pitfall traps, ACO's) best suited to each particular species and location and undertaken by the suitably qualified herpetologist named in Schedule 1.
12. If new habitat has been created for relocating lizards, the approved methodology is to be undertaken over the entirety of the new habitat, with similar sampling rates throughout the new habitat.
13. The same methodology using the same number of devices should be used at a similar time each year in similar weather conditions for the same number of days, such that a robust lizard detection rate is established each year.
14. Any monitoring materials used should be given sufficient time to 'bed in' to the site (at least a month before use).
15. A detailed monitoring plan should be forwarded to the Department before monitoring occurs.

#### Lizard Salvage Reporting

16. A report is to be submitted in writing to the DOC Operations Manager, Murihiku / Invercargill, email: [invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz), by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan referred to in Schedule 3 clause 1. Each report must include:
  - the species and number of any animals salvaged and released.
  - the GPS location (or a detailed map) of the collection point(s) and release point(s).
  - results of all post-release monitoring.
17. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

## SCHEDULE 4

“DOC Wildlife Authority Application – New Beaumont Bridge Lizard Management Plan” dated 21 December 2020 at [DOC-6658342](#). 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: 91847-FAU

**THIS AUTHORITY** is made this 15<sup>th</sup> April 2021

### **PARTIES:**

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

**AND**

**Waka Kotahi 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 (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 **Angus Hulme-Muir (Operations Manager – Wellington)** acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Bryn Sheppard

Witness Occupation: Senior Permissions Advisor

Witness Address: DOC Hamilton Office (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><i>Activity</i></p> <p>(a) To catch, handle and release the following species:</p> <p><u>Bird(s)</u></p> <p>i. Little Blue Penguin/ <b>Kororā</b> (<i>Eudyptula minor</i>)</p> <p><u>Reptile</u></p> <p>ii. Northern Grass Skink (<i>Oligosoma polychroma</i>)</p> <p>iii. Copper Skink (<i>Oligosoma aenuem</i>)</p> <p>iv. Glossy Brown Skink (<i>Oligosoma zelandicum</i>)</p> <p>v. Ornate Skink (<i>Oligosoma ornatum</i>)</p> <p>vi. Raukawa Gecko (<i>Woodworthia maculata</i>)</p> <p>vii. Ngahere Gecko (<i>Mokopirirakau</i>)</p> <p>viii. Barking Gecko (<i>Naultinus punctatus</i>)</p> <p>(b) To kill (euthanize) for animal welfare purposes (if required)</p> <p><i>Quantity</i></p> <p>(a) As required.</p> <p><i>Methodology</i></p> <p><u>Bird(s)</u></p> <p>(a) Capture by hand</p> <p><u>Reptile(s)</u></p> <p>(b) Capture by Funnel Traps</p> <p>(c) Capture by Pitfall Traps</p>
	<p>(a) The Land (Schedule 2, clause 2)</p>	<p><i>Capture Site</i></p> <p>(a) Construction Footprint for Te Ara Tupua Cycleway Project Section 'Ngā Ūranga to Pito-One'</p> <p><i>Release Site – Bird(s)</i></p> <p>(b) Beachfront located between Kawiwharawhara and Ngauranga, 2km west of the construction site</p> <p><i>Release Site – Reptiles</i></p> <p>(c) Petone Beach/Foreshore – Sand Dunes</p>
(b)	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p></p> <p></p> <p>(d) Any other suitably qualified ecologist</p>



(c)	Term (Schedule 2, clause 4)	10 years (commencing on 15 April 2021 and ending on 14 April 2031)
(d)	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: Level 7 Majestic Centre 100 Willis Street Wellington 6140 New Zealand Email: <a href="mailto:consentsandapprovals@nzta.govt.nz">consentsandapprovals@nzta.govt.nz</a>
(e)	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> Department of Conservation Permissions Team 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Conditions for all wildlife covered under this authority

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.
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.

#### Penguins

4. The activity of capturing, handling, and relocating penguins must be undertaken in accordance with the Authority Holder's Penguin Management Plan (dated 04 February 2021) which is attached in Appendix 1.

#### Capture and Handling of Penguins

5. Penguins must only be handled by Authorised Personnel listed in Schedule 1 Clause 3 or those operating under the direct supervision of the Authorised Personnel listed in Schedule 1 Clause 3.
6. Penguins can only be captured, handled, and relocated if they are not nesting and/or moulting. Any penguin that is nesting and/or moulting must not be captured, handled, and relocated until the nesting and/or moulting is complete. If any nesting and/or moulting penguin is located during construction, the area around the penguin's nest must be cordoned off. Temporary signs must also be established information that a penguin is present and not to be disturbed.
7. The Authority Holder must keep a record of all penguins encountered, captured and or relocated before or during construction. These records are to be provided to the Grantor on an annual basis every 1<sup>st</sup> May. Records must be emailed to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and include the Authority Number and Authority Holder's name.

#### Injury and/or Death of penguins

8. If any penguins are injured as part of the Authorised Activity, the Authority Holder shall contact Authorized Personnel listed under Schedule 1 Clause 3 to get advice on the management of the penguin.
9. The Authority holder is authorised to euthanise any injured penguin on recommendation of the Authorised Personnel listed under Schedule 1 Clause 3 and/or a veterinarian.

10. If any penguin should die during the authorised activities of catching, handling and releasing, the Authority Holder must:
  - (a) Inform the Grantor within 72 hours. The body must be chilled (if it can be delivered within 72 hours) or frozen (if delivery of the body will take longer than 72 hours).
  - (b) Send the body to Massey University Wildlife Post-Mortem Service for necropsy. The Authority Holder must also provide the animal's **history** (i.e where it was captured).
  - (c) Pay for any costs incurred in investigation of the death of any penguins; and
  - (d) If required by the Grantor, ceased the Authorised Activity for a period determined by the Grantor.

## Lizards

11. The activity of capturing, handling, and relocating lizards must be undertaken in accordance with the Authority Holder's Lizard Management Plan (dated 30 March 2021) which is attached in Appendix 2.
12. Lizards must only be handled by Authorised Personnel listed in Schedule 1 Clause 3 or those operating under the direct supervision of the Authorised Personnel listed in Schedule 1 Clause 3.
13. The Authority Holder must sterilise any instruments that come into contact with the lizards and/or are used to collect and measure lizards between each location.

## Lizard Salvage (before and during construction)

14. Prior to construction commencing, the Authority Holder must undertake lizard salvage using the following methods:
  - (a) Installation of baited pit fall traps
  - (b) Installation of baited funnel traps
  - (c) Destructive searches and/or checking of existing lizard habitat by hand
15. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and to minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the trap must be perforated to allow drainage of water.
16. The Authority Holder must ensure all live capture traps are checked every 24 hours.
17. The Authority Holder must ensure lizards are individually held in a suitable container (i.e breathable cloth bag). Any lizards held in containers must be kept out of direct sunlight to minimise overheating, stress and death.
18. If, before or during construction, any lizard species which is Threatened, At Risk, or Data Deficient and not already listed in Schedule 1 Clause 1 of this Authority is encountered at the construction site, the Authority Holder must contact DOC District Office within 24 hours. All construction must cease until the DOC District Office and Authority Holder establish how to respond to this species and whether it can be:
  - (a) relocated to the existing release site; and/or
  - (b) put in a captive holding facility until the Grantor and Authority Holder have confirmed if an alternative release site is required. If this option is selected the cost of care and subsequent release of the species is the responsibility of the Authority Holder.

19. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).
20. Post-salvage the Authority Holder must remove all traps, track markers, flagging tape or other material used whilst undertaking the Authorised Activity to capture lizards.
21. For every year that lizard salvage is completed, the Authority Holder must provide a annual report to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) summarising outcomes in accordance with the Lizard 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, post release monitoring and what contingency actions were required.

#### Injury and/or Death of Lizards

22. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorized Personnel listed under Schedule 1 Clause 3 to get advice on the management of the lizard.
23. The Authority holder is authorised to euthanise the injured lizard(s) on recommendation of the Authorised Personnel listed under Schedule 1 Clause 3 or a veterinarian.
24. If any lizards should die during the authorise activities of catching, handling and releasing, the Authority Holder must:
  - (e) Inform the Grantor within 72 hours. The body must be chilled (if it can be delivered within 72 hours) or frozen if delivery of the body will take longer than 72 hours.
  - (f) Send the body to Massey University Wildlife Post-Morten Service for necropsy. The Authority Holder must also provide the animal's history (i.e where it was captured).
  - (g) Pay for any costs incurred in investigation of the death of any lizards; and
  - (h) If required by the Grantor, ceased the Authorised Activity for a period determined by the Grantor.

#### Monitoring of wildlife post-relocation

##### Penguins

25. No monitoring of penguins is required once they have been relocated from the construction site.

##### Lizards

26. Monitoring of lizards once they have been relocated from the construction site is only required if more than >20 lizards are captured pre-construction and/or during construction. If the Authority Holder exceeds the number of lizards captured the Authority Holder must inform the Grantor (via the DOC District Office) that post-monitoring will be undertaken.
27. If post-monitoring of lizards is required, the Authority Holder must carry out the following on an annual basis during late spring/early summer:
  - (a) Installation of artificial retreats on the Land one month to monitoring occurring. Retreats to be checked daily for a week before being removed from the site.
  - (b) Installing of baited tracking tunnels. Tunnels to be left on the Land for 2 nights before being inspected and removed from the site.
28. The Authority Holder must keep a record of lizards encountered during post-monitoring. These records are to be provided to the Grantor on an annual basis every 1<sup>st</sup> June. Records must be emailed to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and include the Authority Number and Authority Holder's **name**.

Released under the Official Information Act



## SCHEDULE 4

Appendix 1 – Penguin Management Plan (04 February 2021), see [DOC-6620746](#)

Appendix 2 – Lizard Management Plan (30 March 2021), see [DOC-6620744](#)

Released under the Official Information Act



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

Authorisation Number: 91425-FAU

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

### PARTIES:

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

AND

Christchurch City Council (the Authority Holder)

### BACKGROUND:

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

### OPERATIVE PARTS

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Merrilyn Grey

Witness Occupation: Community Ranger

Witness Address: Christchurch

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> for the purpose of species management, subject to Schedule 3.1.</li> <li>ii. to kill Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> for the purpose of construction works, subject to Schedule 3.3.</li> </ul> <p><u>Quantity:</u></p> <ul style="list-style-type: none"> <li>i. As required.</li> </ul> <p><u>Methodology:</u></p> <ul style="list-style-type: none"> <li>i. Catch alive <ul style="list-style-type: none"> <li>a. <b>Gee's</b>-Minnow traps</li> <li>b. Pitfall traps</li> <li>c. Artificial cover objects</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Salvage site: Between Cashmere and Sutherland Roads, Halswell, Christchurch</p> <p>Release Site: Bromley oxidation ponds site (Council)</p> <p>Rehabilitation site: 32 Sutherlands Road, Halswell</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a) <b>s9(2)(a)</b></li> <li>b) Any other person under the supervision of the above named authorised person</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 24 January 2021 and ending on and including 30 June 2025</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>53 Hereford Street Christchurch Central Christchurch 8154 Phone: 03 9418999 Fax: 03 9418033</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence</b> is:</p> <p>Permissions Hamilton Level 3 73 Rostrevor Street</p>

		Hamilton 3204 permissionshamilton@doc.govt.nz
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## 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 Lizard Management **Plan** titled “Eastman-Sutherlands Lizard Management Plan – Phase 2” **annexed to this** Authority as Schedule 4, forms a Part of this Authority.

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

2. 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

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

#### Kill wildlife

4. 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

5. 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 the Mahaanui District Office, on “03 341 9100”. 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.
6. The Authority Holder may temporary hold any of the salvaged wildlife in captivity prior to relocation.
7. Any offspring of the salvaged wildlife born in captivity must be liberated with the original salvaged wildlife, in accordance with the Lizard Management Plan at Schedule 4.

8. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.
9. The Authority Holder shall ensure that the project herpetologist is at the on-site induction meeting prior to works commencing.
10. 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.

#### Lizard Salvage Reporting

11. A report is to be submitted to [mahaanui@doc.govt.nz](mailto:mahaanui@doc.govt.nz) citing permission number 81491-FAU, Attention “community team”, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the lizard management plan attached at schedule 4. Each report must include:
  - the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.

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

#### SCHEDULE 4

Eastman-Sutherlands Lizard Management Plan – Phase 2 dated December 2020 at [DOC-6551507](#). Will be printed out and attached to Authority.





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

Authorisation Number: 91851-FAU

THIS AUTHORITY is made this 25<sup>th</sup> day of January 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(1) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Merrilyn Grey

Witness Occupation: Community Ranger

Witness Address: Christchurch

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)	1. <u>Activity:</u> To kill Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> for the purpose of: i. construction works subject to Schedule 3.3. <u>Quantity:</u> i. As required.
2.	The Land (Schedule 2, clause 2)	Pipeline between Victoria Park Road and Dyers Pass Road, Port Hills, Christchurch
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. Chris McClure b. Any other person under the supervision of the above named authorised person
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 January 2021 and ending on and including 30 June 2023
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 53 Hereford Street Christchurch Central Christchurch 8154 Fax: 03 9418033
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 3204 permissionshamilton@doc.govt.nz

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

2.1 The Authority Holder is only allowed to carry out the Authorised Activity 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 Lizard Management **Plan titled** “Lizard Management Plan for the Dyers Pass and Victoria Park Road Water Supply Renewals” **annexed to this Authority as Schedule 4,** forms a Part of this Authority.

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

2. 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

3. The Authority Holder must not euthanise any injured 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.

#### Kill wildlife

4. 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.
5. 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.
6. During works, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact the Mahaanui District, on “03 341 9100”.
7. The Authority Holder shall ensure that the project herpetologist is at the on-site induction meeting prior to works commencing.

## SCHEDULE 4

1. Lizard Management Plan for the Dyers Pass and Victoria Park Road Water Supply Renewals dated December 2020 at [DOC-6549059](#). 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: 91852-FAU

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

### **PARTIES:**

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

**AND**

**Tauranga City Council** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	Catch alive, hold in possession, liberation and killing of species listed below: <table><tr><th>Common Name</th><th>Scientific Name</th></tr><tr><td>Copper skink</td><td><i>Oligosoma aeneum</i></td></tr><tr><td>Ornate skink</td><td><i>Oligosoma moco</i></td></tr><tr><td>Moko skink</td><td><i>Oligosoma ornatum</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>Oligosoma aeneum</i>	Ornate skink	<i>Oligosoma moco</i>	Moko skink	<i>Oligosoma ornatum</i>
Common Name	Scientific Name									
Copper skink	<i>Oligosoma aeneum</i>									
Ornate skink	<i>Oligosoma moco</i>									
Moko skink	<i>Oligosoma ornatum</i>									
2.	<b>The Land</b> (Schedule 2, clause 2)	(Private) Fraser Street Reserve, Tauranga								
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<div><div>1.</div><div>2.</div><div>3.</div><div>4.</div><div>5.</div><div>6.</div><div>7.</div></div> <div><div>s9(2)(a)</div><div>Personnel under the direct supervision of Authorised Personnel</div></div>								
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 3 December 2021 and ending on and including 31 May 2023.								
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<div>The Authority Holders address in New Zealand is: 91 Willow Street Tauranga 3143 New Zealand  Phone: 07 5777000 Email: <div>s9(2)(a)</div></div>								
6.	<b>Grantor's address for notices</b>	<div>The Grantor's address for all correspondence is:  Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></div>								

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **1 Adhere to approved application**

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "Attachment B1: Fraser Street Walkway Lizard Management Plan" and dated July 2021, as submitted in their wildlife application.
- 1.2 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.

#### **2 Mitigation Conditions**

- 2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 using methods described in the lizard management plan titled "Attachment B1: Fraser Street Walkway Lizard Management Plan" and dated July 2021, as submitted in their wildlife application.

#### **3 Killing wildlife**

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

#### **4 Salvage relocation and habitat enhancement**

- 4.1 The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
- 4.2 DOC Operations Manager, Jeff Milham at [jmilham@doc.govt.nz](mailto:jmilham@doc.govt.nz), is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development or within the release site. A separate application to kill non-authorized species will be required.

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

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

#### **6 Lizard capture and handling**

- 6.1 Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
- 6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
- 6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 6.4 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
- 6.5 The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
- 6.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 6.7 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
- 6.8 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
- 6.9 The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 6.10 The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

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

- 7.1 If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor within 24 hours; and
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
  - c. send the body to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history; and
  - d. pay for any costs incurred in investigation of the death of any lizard; and
  - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

## **8 Euthanasia**

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

## **9 Lizard Salvage Reporting**

- 9.1 A report is to be submitted in writing to the DOC Operations Manager, Jeff Milham at [jmilham@doc.govt.nz](mailto:jmilham@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](mailto:herpetofauna@doc.govt.nz).





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

Authorisation Number: 91868-CAP

**THIS AUTHORITY** is made this 18<sup>th</sup> day of March 2022

## **PARTIES:**

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

**AND**

**Ti Point Reptile Park Limited** (the Authority Holder)

## **BACKGROUND**

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

## **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush, Operations Manager Tāmaki Makaurau, acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature







Witness Name:   Laura Chartres  

Witness Occupation:   Community Supervisor  

Witness Address:   24 Wellesley Street, Auckland 1010  

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity - To obtain alive and hold in captivity the species of protected wildlife specified in Schedule 4</p> <p>b. Quantity – as specified in Schedule 4</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>Ti Point Reptile Park</p> <p>27 Ti Point Road</p> <p>Warkworth RD5</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b. </p> <p>c. </p> <p>d. </p> <p>e. </p> <p>f. </p> <p>g. </p> <p>h. Any person under the direct supervision of one of the above-named personnel</p>
4.	<b>Term</b> (Schedule 2, clause 4)	<p>5 years commencing on and including 1 April 2022 and ending on and including 31 March 2027</p>
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>27 Ti Point Road</p> <p>RD 5</p> <p>Warkworth 0985</p> <p>Phone: 09 422 6021</p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>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 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, genetic material and any replicated genetic material.
2. The Authority Holder must undertake the authorised activities in accordance with the Wildlife Act Authority Application Form submitted by the Authority Holder to the Grantor on 4<sup>th</sup> January 2021 and in accordance with the supporting documentation (Advocacy Plan, Husbandry Manual and Programme Outline) submitted by the Authority Holder to the grantor on 14<sup>th</sup> February 2022, unless directed otherwise in writing by the Grantor.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The 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 required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.
6. The protected species must not be released to the wild without specific prior written authorisation from the Grantor.
7. 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 health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.
8. The Authority Holder must retain the records referred to under Schedule 3.6 for at least 5 years and is required to submit these records before the Authority can be renewed.
9. The Authority Holder must forward to the Grantor (permissionshamilton@doc.govt.nz) by 30 June in each year a copy of the annual records referred to in Schedule 3.7 (i.e., Special Condition 7 above).
10. The Authority Holder may display the wildlife to the public for species advocacy.

11. The Authority Holder must notify the Grantor within 24 hours of the death, escape or disappearance of any protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
12. 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 rehousing of the protected wildlife and may be responsible for the cost of care while the wildlife are rehomed.
13. The following clauses are deleted from Schedule 2 of this Authority:
  - a. 2.2
  - b. 2.3
  - c. 2.6
14. A new clause 7.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

Released under the Official Information Act

## SCHEDULE 4

### PROTECTED WILDLIFE AUTHORISED TO BE HELD IN CAPTIVITY

Common name	Scientific name	Maximum number
Elegant gecko	<i>Naultinus elegans</i>	As per Grantor approved Programme Outline or Captive Management Plan
Northland green gecko	<i>Naultinus grayi</i>	
Jewelled gecko	<i>Naultinus gemmeus</i>	
Manuka gecko (aka Marlborough green gecko)	<i>Naultinus manukanus</i>	
Nelson green gecko (aka Starred gecko)	<i>Naultinus stellatus</i>	
Rough gecko	<i>Naultinus rudis</i>	
Taranaki gold stripe gecko (aka Goldstripe gecko)	<i>Woodworthia chrysosiretica</i>	
Southern alps gecko	<i>Woodworthia "Southern Alps"</i>	
Central Otago gecko (aka Schist gecko)	<i>Woodworthia "Central Otago"</i>	
Forest gecko	<i>Mokopirirakau granulatus</i>	
Duvacels gecko	<i>Hoplodactylus duvaucelii</i>	
Robust skink	<i>Oligosoma alani</i>	
Three Kings Island skink (aka Falla's skink)	<i>Oligosoma fallai</i>	
Small-scaled skink	<i>Oligosoma microlepis</i>	
Moko skink	<i>Oligosoma moco</i>	
Otago skink	<i>Oligosoma otagense</i>	
Shore skink	<i>Oligosoma smithi</i>	
Tuatara	<i>Sphenodon punctatus</i>	





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 91883-CAP

THIS AUTHORITY is made this 21<sup>st</sup> day of January 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 21 <sup>st</sup> January 2021 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 91886-FAU

**THIS AUTHORITY** is made this 4<sup>th</sup> day of February 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Kirsty Prior, Operations Manager, Auckland Office, 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>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 –</p> <ul style="list-style-type: none"> <li>i. All absolutely protected lizards (<i>Scincidae</i>, <i>Gekkonidae</i>).</li> <li>ii. Hochstetter's Frog (<i>Leiopelma hochstetteri</i>).</li> </ul> <p>c. Quantity – as required in accordance with Schedule 3.</p> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. all skinks, geckos and frogs will be caught using techniques described in the Herpetofauna inventory and monitoring toolbox at <a href="http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/">http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/</a>.</li> <li>ii. in accordance with Schedule 3.</li> </ul>
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>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 4 February 2021 and ending on and including 3 February 2024</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>141 Cambridge Terrace Christchurch 8140 New Zealand</p>
6.	<p><b>Grantor's</b> 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: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

# SCHEDULE 3

## SPECIAL CONDITIONS

### 1. Mitigation Conditions:

#### 1.1. The Authority Holder is only permitted to release wildlife:

- a. that are classified as Not Threatened or At Risk species under the current threat classification system;
- b. into release site(s) that are assessed by a qualified herpetologist [or other expert] as being of similar or better habitat than the source location, and capable of supporting that lizard species;
- c. into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the relevant DOC Services Manager);
- d. into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (e.g. complex rock stack), or long-term predator control; and
- e. into release site(s) where the site has long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).

#### 1.2. Any salvage operation for wildlife shall be accompanied by a translocation proposal or Lizard Management Plan that outlines, as a minimum, capture and handling techniques to be applied, the proposed relocation release site, management of the release site including provision for protection of relocated wildlife, provision of post-release monitoring, actions that will be followed in the event that Threatened lizard species are found within the development footprint and contingencies should establishment of salvaged wildlife fails.

### 2. Incidentally kill wildlife

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

#### 2.2. If any lizards are injured as part of the Authorised Activity, the Authority Holder is authorised to euthanise injured animal(s).

### 3. Salvage relocation and habitat enhancement

#### 3.1. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan(s) to ensure adequate mitigation of effects has been achieved.

#### 3.2. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release

site. separate application to translocate Threatened species will be required.

3.3. During wildlife salvage operations or construction, if Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately notify the DOC Operations Manager(s) and follow any instructions given by the Operations Manager.

3.4. This Authority only allows the salvage of up to twenty (20) individuals of any species. If a larger number is estimated at the salvage site, a separate application to translocate over twenty (20) individuals is required.

3.5. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).

3.6. Once a Lizard Management Plan has been prepared and approved by DOC, the Authority Holder may hold any of the salvaged wildlife in captivity for up to twelve (12) months.

3.7. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Species Specific Management Plan.

#### 4. Lizard capture and survey

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

4.2. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>

4.3. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.

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

4.5. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

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

- 4.7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
- 4.8. Lizards must only be handled by Personnel Authorised to Undertake this Activity [person named in schedule 1(3)], or under the direct supervision of the Authorised Personnel.
- 4.9. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.
- 4.10. Lizard capture, handling and relocation should be undertaken at a suitable time of year September to May when lizards are active, as advised by a suitably experienced herpetologist

## 5. Lizard Salvage Reporting

- 5.1. A report is to be submitted in writing to the DOC Operations Manager, [Auckland@doc.govt.nz](mailto:Auckland@doc.govt.nz) and [permisshionshamilton@doc.govt.nz](mailto:permisshionshamilton@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
- a. the species and number of any animals collected and released;
  - b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - c. copies of approved Species Specific Management Plans; and
  - d. results of all surveys, monitoring or research.
- 5.2. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

## 6. Termination

- 6.1. 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: 91894-CAP

THIS AUTHORITY is made 21<sup>st</sup> day of January 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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



## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 21 <sup>st</sup> January and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 92946-CAP

THIS AUTHORITY is made this 10<sup>th</sup> day of February 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 10 February 2021 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>



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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 92963-CAP

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

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li> <li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 12 <sup>th</sup> February 2021 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p>

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

Released under the Official Information Act



## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 92975-FAU

THIS AUTHORITY is made this 11<sup>th</sup> day of June 2021

### PARTIES:

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

AND

The Fletcher Construction Company Limited (the Authority Holder)

### BACKGROUND

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

**B.**

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

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 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, Waikato Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: 73 Rostrevor Street, Hamiote 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). (Schedule 2, clause 2)</p>	<p>a) Activity –</p> <ul style="list-style-type: none"> <li>i. To catch or otherwise obtain alive, possess and liberate protected wildlife identified in Schedule 4</li> <li>ii. To kill protected wildlife identified in Schedule 4</li> <li>iii. To take or otherwise obtain the eggs of the protected wildlife identified in Schedule 4</li> <li>iv. To catch alive the protected wildlife listed under Schedule 4 for the purpose of rehabilitation or euthanasia in accordance with the Ecological Management and Restoration Plan</li> </ul> <p>b) Species – as listed in Schedule 4 of this authority</p> <p>c) Method – Protocols described in the “Ecological Management and Restoration Plan Main Project Works – 11 August 2016” as set out in Section 4.5 shall be followed.</p> <p>d) Quantity – as required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Remaining land within the development footprint of the Hamilton Section of the Waikato Expressway.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Authorised Personnel:</p> <ul style="list-style-type: none"> <li>➤ s9(2)(a)</li> <li>➤</li> <li>➤</li> <li>➤</li> <li>➤</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 June 2021 and ending on and including 31 May 2023</p>
5.	<p><b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)</p>	<p><u>The Authority Holders address in New Zealand is:</u></p> <p>650 Great South Road          Ellerslie          Auckland 1010          New Zealand          Phone: s9(2)(a)</p>

		<p><u>Project Lead Contact details</u></p> <p>s9(2)(a)</p> <p>Tonkin + Taylor</p> <p>Ecologist</p> <p>BSC, MSC(Hons)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

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 shall address the effects that the Authorised Activity will have on wildlife in accordance with the associated effects management measures set out in the 2016 Ecological Management and Restoration Plan
2. The Authority Holder will undertake the Authorised Activity, including the methodologies, in accordance with the Application and approved 2016 Ecological Management and Restoration Plan
3. The applicant should seek to avoid vegetation removal (with a higher risk of disturbance, injuring or killing of Wildlife) during the main bird breeding season September-March inclusive
4. A 50m buffer where no vegetation shall be removed shall be imposed around any Threatened avifauna species that has an active nest.
5. Where woody vegetation is felled and prior to mulching vegetation every effort must be made to identify protected wildlife within or on the vegetation.
6. The Authority Holder shall immediately notify the Grantor if it encounters wildlife that are not covered by this Authority and seek to obtain further authority's under the Act, as required.
7. The Authority Holder will cover all costs associated with or connected to the Authorised Activity.

### Catch Alive and Liberate

8. 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.
9. If the Authority Holder wishes to liberate the protected wildlife in an area located further than five hundred (500) metres from the Project footprint, it will apply for a separate translocation authority

### Ownership of Protected Wildlife

10. 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.
11. The Authority Holder is authorised to possess protected wildlife in accordance with the terms and conditions of the Authorisation.
12. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife collected or obtained under this Authority.

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

13. 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

14. 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.
15. The Authority Holder will take all reasonable steps to rehabilitate protected wildlife, in line with the advice of a suitably qualified person.
16. The Authority Holder is authorised to appoint a qualified veterinarian to euthanize injured animal(s) on the recommendation of the suitably qualified person.
17. The Authority Holder shall notify the Waikato District Office at [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz) 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.

#### Nesting Wildlife

18. The Authority Holder must not rob, destroy, disturb or possess any nest if any protected wildlife. A nest is one that is actively used by protected wildlife and includes the period in which protected wildlife lay eggs up to the time that all wildlife fledge the nest, without return (Active Nest).
19. Any felling or disturbance of vegetation shall be undertaken at a time of year and manner which avoids or minimises the impact on nesting wildlife.
20. If vegetation removal/tree felling occurs between September to March inclusive, a thorough survey of the tree or vegetation shall be undertaken by a qualified avian ecologist, to locate any active nests.
21. If no Active Nest is located and the avian ecologist is satisfied there is a minimum chance of nesting wildlife being present (including hole-nesting birds) then the vegetation may be felled or removed.
22. If any Active Nest is located, then the Authority holder shall wait until the nest is no longer an Active Nest. It will ensure that it does not destroy, disturb, rob or possess any

Active Nest or protected wildlife by not removing any vegetation within 20m of the Active Nest.

23. A search of each tree for Active Nest of protected wildlife shall be undertaken immediately post-felling and any nests of protected wildlife recorded.
24. In the event any protected avian wildlife (including their eggs) or active nests are found in felled vegetation or otherwise in the course of progressing the Project, the following shall take place:
  - a. works shall cease immediately on sighting protected avian wildlife (including their eggs), and
  - b. the dead or injured wildlife shall be reported in writing to the Grantor within two (2) hours; and
  - c. the Authority Holder will manage any injured protected wildlife (including their eggs) in accordance with clause ^8;
25. The applicant shall provide a report to the Department by 30 June each year (starting June 2022) on any Wildlife disturbed or actively nesting in any of the proposed vegetation. The report should include a description of all trees removed, and the presence of any nesting avifauna. Reports should be provided to the authority holder at: [Permissionshamilton@doc.govt.nz](mailto:Permissionshamilton@doc.govt.nz)

Released under the Official Information Act

## SCHEDULE 4

Species	Scientific Name
Tui	<i>Prothemadera novaeseelandiae</i>
Bellbird	<i>Anthornis melanura</i>
Morepork	<i>Ninox novaeseelandiae</i>
Pukeko	<i>Porphyrio melanotus</i>
Paradise Shelduck	<i>Tadorna variegata</i>
Grey warbler	<i>Gerygone igata</i>
Shining cuckoo	<i>Chrysococcyx lucidus</i>
Fantail	<i>Rhipidura</i>
Welcome Swallow	<i>Hirundo neoxena</i>
Silvereye	<i>Zosterops lateralis</i>
Pied stilt	<i>Himantopus himantopus</i>
Kereru	<i>Hemiphaga novaeseelandiae</i>
Kingfisher	<i>Todiramphus sanctus</i>
Mallard	<i>Anas platyrhynchos</i>
Pheasant	<i>Phasianus colchicus</i>
California quail	<i>Callipepla californica</i>
Australasian Harrier	<i>Circus approximans</i>
NZ falcon	<i>Falco novaeseelandiae</i>
Little Shag	<i>Phalacrocorax melanoleucos</i>

Released under the Official Information Act



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

Authorisation Number: 92975-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this day the 30<sup>th</sup> of September 2021

## PARTIES:

The Director General of Conservation (the Grantor)

AND

The Fletcher Construction Company Limited (the Authority Holder)

## BACKGROUND

- A.** By an Authorisation dated the 11<sup>th</sup> day of June 2021 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

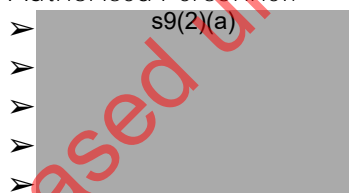
NOW BY THIS DEED the Grantor authorises as follows:

### 1. Variation

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

- (i) Schedule 1, Clause 3 is deleted and replaced with-

Authorised Personnel:



- Suitably experienced and qualified staff under the direct supervision of the Authorised Personnel.

### 2. Confirmation of other Authority Covenants

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

### 3. Costs

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

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart, Business Support 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 of Conservation's office at 18-32 Manners Street, Wellington.





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93002-CAP

THIS AUTHORITY is made this the 23<sup>rd</sup> day of February 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"> <li>a. <i>Naultinus grayii</i> (Northland green gecko)</li> <li>b. <i>Naultinus elegans</i> (Elegant gecko)</li> <li>c. <i>Naultinus punctatus</i> (Barking gecko)</li> <li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li> <li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li> <li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li> <li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li> <li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li> <li>i. <i>Woodworthia maculata</i> (common gecko)</li> <li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li> <li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li> <li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li> <li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li> <li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li> <li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li> <li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li> <li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li> <li>r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)</li> </ul>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 23 February 2021 and ending on and including 30 <sup>th</sup> October 2025
4.	<b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[REDACTED]</p>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 93018-FAU

THIS AUTHORITY is made this 11<sup>th</sup> day of June 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 Sections 53(1)-(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush  
Acting Operations Manager  
acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation

Bledisloe House

24 Wellesley Street West

Auckland 1010

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



## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. To catch alive, liberate and have in possession the absolutely protected lizards referred to under Schedule 3.3 of this Authority for the purpose of surveys and monitoring as part of species preservation.</li> <li>ii. To kill the absolutely protected lizards referred to under Schedule 3.3 of this Authority for the purpose of: <ul style="list-style-type: none"> <li>a. euthanasia to relieve suffering subject to Schedule 3.14</li> <li>b. being unable to remove the wildlife from vegetation clearance and/or earthworks in the construction zone subject to Schedule 3.15</li> </ul> </li> </ul> <p>b. Quantity – as required</p> <p>c. Method – as required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. All private land in the Auckland Region subject to Schedule 2.2 and Schedule 3.26</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. all activities</p> <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> <li>b. kill <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> <li>ii. any other person under the supervision of Simon Chapman</li> </ul> </li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 11 June 2021 and ending on and including 10 June 2024</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p>

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

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive, kill, liberate and have in possession absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder is only permitted to catch alive, kill, liberate and have in possession, lizards classified as Not Threatened or At Risk species under the current threat classification system

#### Lizard handling in general

4. Any action undertaken under this authority must form part of an ecological assessment or survey.
5. Lizard capture, handling and relocation must be undertaken between the months of September – May.
6. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
7. Capture and handling methods must follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
8. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
9. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
10. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
11. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
12. If any lizards should die whilst undertaking catch alive or liberate the Authority Holder must notify the Grantor within 24 hours via email ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) and cite Authority number 93018-FAU in such notification.
13. If any lizards are found injured as part of the Authorised Activity, the Authority Holder must contact the Grantor ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) to get advice on management of the lizard.
14. If any lizards are injured as part of the Authorised Activity, the Authority Holder is authorised to humanely euthanise injured lizards on recommendation of the **Grantor's Auckland** District Office Operations Manager.

15. The Authority Holder is Authorised to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
16. A report must be submitted in writing to the Grantor's **Auckland District Office** Operations Manager ([auckland@doc.govt.nz](mailto:auckland@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 caught alive and liberated; and
  - c. the GPS location (or a detailed map) of the collection point(s) and liberation point(s); and
  - d. results of all surveys and monitoring
17. Within one month of the survey, the Authority Holder must submit complete Amphibian and Reptile Distribution System (ARDS) cards (<https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>) to Herpetofauna database administrator, PO Box 10420, Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetofauna sightings and captures.

#### Species Preservation via salvage

18. This Authority only allows the salvage of a population of up to twenty (20) individuals of any species, as assessed by the Personnel listed under Schedule 1(3). If a larger number is estimated at the salvage site, a separate application to translocate over twenty (20) individuals is required.
19. The Authority Holder is only permitted to liberate wildlife:
  - a. into release sites of similar or better habitat than the source location, and capable of supporting that lizard species; and
  - b. into release sites that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the **Grantor's** Auckland District Office Operations Manager); and
  - c. into release sites 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
  - d. into release sites 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.

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

### Salvage relocation and habitat enhancement

21. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
22. **The Grantor's Auckland District Office Operations Manager is 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.
23. 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 Grantor's Auckland District Office Operations Manager.**
24. Once a Lizard 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 Management Plan.

### Miscellaneous

25. Schedule 2 clause 2.5 is deleted.
26. The Authority Holder must not exercise this Authority on Aotea/Great Barrier Island. For the avoidance of doubt, all private land on Aotea/Great Barrier Island is excluded from this Authority.

### Termination

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





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

Authorisation Number: 93030-CAP

**THIS AUTHORITY** is made this 17th day of January 2022

### **PARTIES:**

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

**AND**

**Napier City Council** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Darcy Liddell

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton

A copy of the Instrument of Delegation may be inspected at the Director-General's office at

18-32 Manners Street, Wellington.

Released under the Official Information Act

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	To receive (catch) hold and transfer North Island Eastern Brown Kiwi <i>Apteryx mantelli</i> as directed by the kiwi captive co-ordinator until all kiwi have been transferred. The facility will then receive (catch) and hold North Island Eastern Brown Kiwi <i>Apteryx mantelli</i> from the aquarium nocturnal house if required.
2.	<b>The Land</b> (Schedule 2, clause 2)	Westshore Wildlife Reserve Kiwi Facility on Watchman Road, Napier
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Staff members considered by Westshore Wildlife Reserve Manager to be suitably skilled and having necessary approvals subject to compliance with condition 1 of Schedule 3.
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 January 2022 and ending on and including 31 December 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 546 Marine Parade Napier 4110 New Zealand Phone: 06 8335425 Fax: 06 8337631
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 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. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the Department of Conservation Kiwi Best Practice Manual provided online at:  
(<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>).
2. All aspects of captive husbandry (including housing, security, furnishings and vegetation, lighting, health care, environmental hygiene and cleaning, behavioural needs, feeding standards, breeding requirements and record keeping) must meet the minimum standards outlined in the Brown Kiwi (*Apteryx mantelli*) husbandry manual 2015 :  
<https://www.kiwisforkiwi.org/wp-content/uploads/2016/01/2015-FINAL-Brown-Kiwi-Husbandry-Manual-updated.pdf>.
3. The Authority Holder must adhere to and comply with the approved Westshore Husbandry Manual at all times. Variations must be approved in writing by the Grantor.
4. The Authority Holder must adhere to the current Grantor approved Kiwi Captive Management Plan and undertake the breeding, transfer and/or release according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.
5. The Authority Holder consents to audits being undertaken, to inspect the protected species, the facilities in which they are contained, and adherence to the Brown Kiwi (*Apteryx mantelli*) husbandry manual 2015 : <https://www.kiwisforkiwi.org/wp-content/uploads/2016/01/2015-FINAL-Brown-Kiwi-Husbandry-Manual-updated.pdf>. The Authority Holder must comply with any directions of the auditor and provide reasonable assistance to the auditor to undertake the inspection. The Grantor may recover costs of audits from the Authority Holder.
6. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the said enclosures as are considered necessary by the Grantor and take such other steps as directed to ensure the welfare of the kiwi.
7. The Authority Holder must store any surplus material including egg shells, feathers and the remains of dead kiwi until such time as the Authority Holder has consulted with the Grantor and the Grantor has issued a direction relating to the future use and/or ultimate disposal of such material.
8. The Authority Holder may, only transfer or receive the kiwi, their progeny, or their eggs to or from another Authority Holder if:
  - a) the other person holds an authority to keep kiwi in captivity; and
  - b) the transfer is directed by the DOC approved Captive Co-ordinator for kiwi.
9. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the kiwi.
10. The kiwi must not be housed with any other species.

11. The Authority Holder must notify the Captive Co-ordinator and the Grantor within 48 hours of the death, escape or disappearance of any kiwi held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
12. The Authority Holder must provide a report to the Grantor no later than 30 June of each year that includes:
  - a. The Authority Number 93030-CAP;
  - b. Number of kiwi transferred to other authorised holders;
  - c. Number of eggs/chicks produced;
  - d. Number of kiwi that have died, including necropsy results
  - e. General progress with project objectives (success of advocacy message transfer)
  - f. The location of the storage facility of any feathers collected and details of the genetic register
13. 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





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

Authorisation Number: 93045-FAU

THIS AUTHORITY is made this 20<sup>th</sup> day of May 2021

### PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)  
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 AUTHORIZES 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 Andrew Thompson – Mahaanui Operations Manager  
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Merrilyn Grey

Witness Occupation: Community Ranger

Witness Address: Christchurch

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

Released under the Official Information Act

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <p>i. to catch alive and liberate Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i>, <b>McCann's</b> skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan dated February 2021 titled "Heathcote Expressway – Puari ki Kahukura Lizard Management Plan" <b>contained</b> under Schedule 4 of this Authorisation, subject to Schedule 3.1</p> <p><u>Quantity:</u></p> <p>i. As required.</p> <p><u>Methodology:</u></p> <p>i. Catch alive</p> <p>a. Artificial Cover Objects</p> <p>b. <b>Gee's</b>-Minnow traps and/or pitfall traps</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Salvage site: Council Land – Heathcote cycleway from Cumnor Terrace, Woolston to Trusscots Road, Heathcote, Christchurch</p> <p>Release Site: Council Land - Styx Mill Conservation Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. <b>s9(2)(a)</b></p> <p>b. Others under the supervision of the above authorised personnel</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 18 May 2021 and ending on and including 17 May 2026</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>53 Hereford Street Christchurch Central Christchurch 8154 New Zealand Phone: 03 9418999 Fax: 03 9418033</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Hamilton Level 3</p>

		73 Rostrevor Street Hamilton 3204 permissionshamilton@doc.govt.nz
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## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

- Interpretation
  - a. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
  - b. Where obligations bind more than one person, those obligations bind those persons jointly and separately.
- What is being authorised?
  - c. The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
  - d. **The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.**
  - e. Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
  - f. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
  - g. The Authority Holder may publish authorised research results.
  - h. The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.
- Who is authorised?
  - i. Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.
- How long is the Authority for - the Term?
  - j. This Authority commences and ends on the dates set out in Schedule 1, Item 4.

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. **The Lizard Management Plan titled “Heathcote Expressway – Puari ki Kahukura Lizard Management Plan” annexed to this Authority as Schedule 4, forms a Part of this Authority.**

#### Ownership of absolutely protected wildlife

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

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

4. If any Threatened, At Risk or Data Deficient species (See NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Mahaanui District Office must be notified.

#### 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.

#### Injured wildlife

6. 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.

#### Salvage relocation and habitat enhancement

7. 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 the Mahaanui District Office. 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.

8. 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).
9. The Authority Holder may temporary hold any of the salvaged wildlife in captivity prior to relocation.
10. 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.
11. 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.
12. The Authority Holder shall ensure that the project herpetologist is at the on-site induction meeting prior to works commencing.

#### Lizard Salvage Reporting

13. A report is to be submitted to [lelliss@doc.govt.nz](mailto:lelliss@doc.govt.nz) citing permission number 93045-FAU, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - the species and number of any animals collected and released;
  - the GPS location (or a detailed map) of the collection point(s) and release point(s);
  - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
  - results of all surveys, monitoring or research.

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

## SCHEDULE 4

Heathcote Expressway - Puari ki Kahukura Lizard Management Plan dated February 2021 at [DOC-6608909](#). Will be printed out and attached to Authority.