



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

Authorisation Number: 93081-FAU

**THIS AUTHORITY** is made this 6<sup>th</sup> day of December 2021

## **PARTIES:**

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

**AND**

**Zoo and Aquarium Association Australasia** (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 and 56 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 Kris Ramm, Acting Director Operations for the Lower North Island Region acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Moana Smith-Dunlop

Witness Occupation: Operations Manager Hawkes Bay

Witness Address: Napier, Hawkes Bay

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

Released under the Official Information Act

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)</p>	<p>A. Activity:</p> <p>a) To catch alive and release Eastern Brown Kiwi (<i>Apteryx mantelli</i>) from wild to captive and captive to wild as set out in clause 2 below.</p> <p>B. Quantity:</p> <p>a) Wild to captive: Up to 5 eggs or chicks b) Captive to wild: as recommended by the captive co-ordinator each year</p> <p>C. Methodology:</p> <p>a) To catch by hand</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p><u>Wild to captive:</u> Maungataniwha</p> <p><u>Captive to wild:</u></p> <p>Captive facilities –</p> <p>a) Auckland Zoo b) Butterfly Creek (Auckland) c) Kiwi Birdlife Park (Queenstown) d) Kiwi North; Museum, Kiwi House &amp; Heritage Park (Whangarei) e) National Aquarium of New Zealand (Napier) f) National Kiwi Centre (Hokitika) g) Nga Manu Nature Reserve (Waikanae) h) Orana Wildlife Park (Christchurch) i) Otorohanga Kiwi House j) Rainbow Springs Nature Park/National Kiwi Hatchery (Rotorua) k) Te Puia (Rotorua) l) Wellington Zoo m) Westshore (Napier) n) Willowbank Wildlife Reserve (Christchurch)</p> <p>Release sites in the wild -</p> <p>a) Maungataniwha b) Pohukura c) Ngatapa d) Whinray-Motu Scenic Reserve e) Kaweka Forest Conservation Park</p>

		f) Whirinaki O Tane Te Puea Conservation Park
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Personnel who have been approved in writing as accredited for these activities by the Department, or are under the direct supervision of an accredited kiwi handler trainer.
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on 24 November 2021 and ending on and including 23 November 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:  c/-Wellington Zoo  200 Daniell St  Newtown  Wellington 6021  New Zealand</p> <p>s9(2)(a)</p> <p>Email: todd@zooaquarium.org.au</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team  Level 4  73 Rostrevor Street  Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

- 5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Biosecurity**

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal (*Kiwi Captive Programme Translocation Proposal Application form 11a* - including any amendments) submitted with the application giving rise to this Authority, subject to the terms and conditions of this Authority.
2. The Authority Holder must ensure that capture, handling, transponder insertion, taking samples, holding, transfer and release follows the Department's Kiwi Best Practice Manual as provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
3. The Authority Holder must ensure that all handlers who operate under this authority have been approved in writing as accredited for these activities by the Department, or are under the direct supervision of an accredited kiwi handler trainer.
4. All released kiwi must be permanently marked by way of transponders.
5. The Authority Holder must not transfer kiwi exhibiting any sign of illness or abnormality.
6. The Authority Holder shall notify the Grantor's Kiwi Recovery Group Leader and the relevant District Office (of the release site) within 48 hours of any issues arising, such as injuries or welfare problems.
7. If any kiwi die, the Authority Holders must inform the Department within 48 hours of the death or discovery of the specimen and send to where the Department directs, with full details of origin, date of death and circumstance of death where known. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
8. Kiwi subject to this Authority are not to be transferred to any other person or release site except as provided for in this Authority. This prohibition includes live kiwi, dead kiwi, any parts of such kiwi, and any eggs or progeny.
9. No manipulation or handling of the protected wildlife other than for husbandry and welfare purposes is authorised without prior approval from the department.
10. 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.
11. The Authority Holder must provide an annual operational plan after the breeding season outlining:
  - a) The number of kiwi available for release, their gender and age
  - b) The facilities where the birds will come from
  - c) The whakapapa of the kiwi to be released
  - d) The proposed release site for birds to be released that year
  - e) Any other detail as requested by the Grantor
12. The Grantor will annually review whether the proposed release sites remain suitable and will work with the Authority Holder to resolve any new issues.

13. The Authority Holder must provide an annual report to the Grantor no later than 30 June of each year that includes:
  - a) The Authority Number;
  - b) The number of kiwi released and where
  - c) Any disease issues encountered;
  - d) Any injuries or deaths resulting from implementation of the Authorised Activity;
  - e) Any other issues that arose
  - f) The location of the storage facility of any feathers collected and details of the genetic register
  - g) Any other detail as requested by the Grantor
14. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
15. The Grantor will review the results of each transfer. 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.
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 annual and final reports must be electronically forwarded to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and to the Kiwi Recovery Group Leader who will circulate this with relevant District Offices.
17. The Authority Holder must send all reports to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and to the Kiwi Recovery Group Leader who will circulate this with relevant District Offices.
18. 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.
19. The Authority Holder shall notify Ngati Manawa at least 5 working days prior to taking kiwi chicks and eggs from their rohe or releasing them back to their rohe and invite them to participate in the translocation, if practical.
20. The Authority Holder shall ensure that all kiwi chicks and eggs originating from Whirinaki-Te Pua-A-Tane Forest Park are returned to the Park unless mortality occurs.
21. The Authority Holder shall ensure that tangata whenua are notified at least 10 working days prior to kiwi being released back into the wild within their rohe and invited to perform karakia and participate in the release, if practical.



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

Authorisation Number: 93098-CAP

**THIS AUTHORITY** is made this 29th day of September 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers under the Conservation legislation 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 Mark Townsend as Operations Manager of Motueka acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity –</p> <p>i. to obtain alive the eggs, and to obtain alive and have in possession the progeny, of the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species restoration, management and advocacy.</p> <p>b. Quantity – up to 20 birds or eggs at any time</p> <p>c. Method –</p> <p>i. all eggs and birds shall be obtained by way of transfer</p> <p>ii. all outward transfers shall be as per the Grantor's directions</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s 9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 October 2021 and ending on and including 28 February 2026.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address is:</p> <p>s9(2)(a)</p> <p></p> <p></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

#### Property of the Crown

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

#### Captive Holding of Wildlife

4. The protected species and their progeny must not be released unless directly instructed by Grantor, and in accordance to an approved translocation proposal.
5. The protected species, their progeny, or their eggs may be disposed of only to persons holding an Authority to keep the protected species in captivity and in accordance with a DOC approved Captive Management Co-ordinator.
6. The protected species, their progeny, or their eggs must only be obtained from persons holding an Authority to keep the protected species in captivity or as part of an approved translocation Authority.
7. The holding of the protected species must comply with Animal Welfare (Zoos) Code of Welfare 2005, National Animal Welfare Advisory Committee / Ministry of Agriculture and Fisheries (see [www.biosecurity.govt.nz/animal-welfare/req/codes/\\_zoo](http://www.biosecurity.govt.nz/animal-welfare/req/codes/_zoo)) and the transport of the protected species must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).
8. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Management Coordinator (CMC) and written permission of the Grantor.
9. The Authority Holder must make available for inspection at all reasonable times, by persons authorised in writing by the Grantor for that purpose, the protected species held under this Authority and the enclosure in which it is kept. The Grantor may recover costs of inspections from the Authority Holder.
10. The Authority Holder must manage the protected species in accordance with any current Grantor-approved captive management programme, for the protected species and undertake the breeding, transfer and/or release according to the recommendations of the DOC appointed CMC of the protected species.
11. The protected species must not be housed with any other species, except with the written permission of the CMC.

12. The Authority Holder must maintain and report to the CMC annual records which detail the number of individuals of the protected species in the possession of the holder; any breeding attempts, births, health issues, deaths, transfers in and out; and any other information which the Grantor or CMC from time to time may require. The Authority Holder must retain these records for 5 years.
13. The Authority Holder must forward to the CMC (or the Grantor if there is no CMC) by 31 March in each year a copy of these annual records in the annual report format [as provided by the CMC].
14. The Authority Holder may, at any time, transfer the protected species to, or receive the protected species from, another person provided that:
  - a. the other person holds an Authority to keep the protected species in captivity; and
  - b. the transfer is recommended by the CMC for the protected species; or
  - c. the transfer is to or from a DOC facility
15. The Authority Holder must notify the CMC of the transfer of the protected species within 7 days of the date of its transfer and provide the CMC with the name and address of the transferee.
16. The Authority Holder shall not consign or send by any carrier or forwarding agent or by any other means any parcel, package, case, bag, luggage, or other container containing the absolutely protected wildlife, or any part of the absolutely protected wildlife, or any eggs of any absolutely protected wildlife, unless the parcel, package, case, bag, luggage, or other container is plainly marked on the outside in such a manner as to give a list and description of the contents and the name and address of the consignor and consignee.
17. The Authority Holder must immediately notify the CMC and the Grantor of the death, escape or disappearance of any Threatened or At Risk protected species held under this authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance. (To check species' threat status refer to <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/> for threat lists)
18. The Authority Holder must notify the Grantor prior to relocating the protected species to a new address and apply for an Authority to keep the protected species at that new address.
19. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the protected species and the Authority will be terminated.

### **Variations**

20. Schedule 2, clause 11.1 is deleted and replaced with:

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

### **Monitoring**

21. The Authority Holder must arrange for the Grantor to inspect the facilities associated with this Authority on or about 1 October 2024 by contacting [motueka@doc.govt.nz](mailto:motueka@doc.govt.nz)

### **Termination**

22. 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".

23. Upon receipt of written notice of termination of this Authority the holder must surrender to the Grantor the protected species held under this Authority; and for this purpose the holder authorises the Grantor by his agents to enter onto the property of the holder to uplift the protected species if the holder neglects, fails or otherwise refuses to surrender it.

Released under the Official Information Act

## SCHEDULE 4

South Island Kaka	<i>Nestor meridionalis meridionalis</i>
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Released under the Official Information Act



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

Authorisation Number: 93101-FAU

THIS AUTHORITY is made this 15 day of July 2021

### PARTIES:

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

AND

Te Tai Tokerau Water Charitable Trust (the Authority Holder)

### BACKGROUND

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

### OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53(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 Bronwyn Bauer-Hunt, Whangarei District Office Operations Manager (Acting) acting under delegated authority

in the presence of:

s9(2)(a)

Witness signature

Witness Name: Lara McDonald

Witness Occupation: Community Ranger

Witness Address: 34 Landing Rd.

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> <ol style="list-style-type: none"> <li>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>) and Northland green gecko (<i>Naultinus grayii</i>) for the purpose of species management in accordance with the Lizard Management Plan titled "Matawii Water Storage Reservoir Lizard Management Plan" dated February 2021 (hereafter referred to as 'Lizard Management Plan'), annexed to this Authority as Schedule 4.</li> <li>To Kill 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>) and Northland green gecko (<i>Naultinus grayii</i>) associated with salvage and liberate activity.</li> </ol> <p>B. Quantity:</p> <ol style="list-style-type: none"> <li>As required.</li> </ol> <p>C. Methodology:</p> <ol style="list-style-type: none"> <li>Catching by hand</li> <li>Pit fall traps</li> <li>Artificial cover objects</li> </ol>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Catch alive and kill: 5435 State Highway 12 Kaikohe Liberate: Area shown as "Youngs Kahikatea Remnant" fauna mitigation site on Figure 3 of Lizard Management Plan at Schedule 4.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<ol style="list-style-type: none"> <li>s9(2)(a)</li> <li></li> <li></li> <li></li> <li>Others under the supervision of the above</li> </ol>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 14 July 2021 and ending on and including 13 July 2026</p>
5.	<p><b>Authority Holder's address for notices</b> (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p>

6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p><b>s9(2)(a)</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>
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Released under the Official Information Act

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "Matawii Water Storage Reservoir Lizard Management Plan" and dated February 2021 (hereafter referred to as 'Lizard Management Plan'), annexed to this Authority as Schedule 4.
2. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

#### Ownership of absolutely protected wildlife

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

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

5. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must inform the Grantor within 24 hour.

#### Injured wildlife

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

#### Salvage and Relocation

7. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (i) using methods described in Lizard Management Plan and attached as Schedule 4.
8. Lizards must only be handled by Authorised Personnel as listed in clause ... of Schedule 1, or under the direct supervision of the Authorised Personnel.
9. 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) Bay of Islands District Office Operations Manager, for further advice.

#### Capture and Handling

10. 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.

11. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
12. 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/>
13. 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.
14. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
15. 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.
16. 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.
17. 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.

### **Salvage Reporting**

18. The Authority Holder must provide a salvage report including the following information to the Grantor 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 species 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 species were relocated; and
  - d. The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
  - e. The methods used to create the lizard habitat, including photographs of key design features; and
  - f. Copies of reports submitted Amphibian and Reptile Distribution System cards to the Grantor and [herpetofauna@doc.govt.nz](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/>).
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. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

## **SCHEDULE 4**

1. Lizard Management Plan titled "Matawii Water Storage Reservoir Lizard Management Plan" dated February 2021. To print out and attach to authority.

Released under the Official Information Act



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

Authorisation Number: 93101-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 10th day of March 2022

## PARTIES:

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

AND

Te Tai Tokerau Water Trust (the Authority Holder)

## BACKGROUND

- A.** By an Authorisation dated the 16<sup>th</sup> day 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 Schedule 1, Item 3 add **s9(2)(a)** as Personnel authorized to undertake the Authorised Activity (Schedule 2, clause 3).

### 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 Bronwyn Bauer Hunt, Operations Manager, Bay of Islands acting under delegated authority

in the presence of:

s9(2)(a)

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Witness Signature

Witness Name: Lydia Haigh

Witness Occupation: Permissions Advisor

Witness Address: Hokitika Shared Services

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

Released under the Official Information Act



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

Authorisation Number: 93111-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

Hurunui District Council (the Authority Holder)

### BACKGROUND

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

### OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Kingsley Timpson, North Canterbury Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Merrillyn 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>1. Activity:</p> <p>a) To catch alive and liberate southern alps gecko (<i>Woodworthia</i> “<b>Southern Alps</b>”) and grass skink (<i>Oligosoma</i> aff. <i>polychroma</i> Clade 3/4) for the purpose of species management in accordance with the Lizard Management Plan dated February 2021 titled “Lizard Management Plan for the Long Gully bridge scour protection works, Hurunui District” contained under Schedule 4 of this Authorisation, subject to Schedule 3.1.</p> <p>2. Methodology:</p> <p>a) Baited Gee’s minnow traps</p> <p>b) Artificial Cover Objects</p> <p>c) Hand searching</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Long Gully Bridge, Woodbank Road, Hurunui District</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 21 May 2021 and ending on and including 20 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>66 Carters Road (SH1) Amberley 7441 New Zealand</p> <p>Phone: 03 314 8816</p>
6.	<p><b>Grantor’s address</b> for notices</p>	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. **The Lizard Management Plan titled** “Lizard Management Plan for the Long Gully bridge scour protection works, Hurunui District” annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Collection of genetic samples

2. The Project Herpetologist shall collect up to 30 tail tip samples from grass skinks, if conditions allow. Tissue shall be stored in ethanol in order to identify the species present at this location. Reptilian tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

Within 30 days from the completion of salvage works, tail tip samples are to be sent to:

Lynn Adams  
PO Box 10-420  
24-36 Manners Street  
Wellington

#### Adhere to approved application

3. The Authorised Activity must be undertaken in accordance with the application dated 2/3/2021 attached to this authority.
4. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

#### Mitigation Conditions

5. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the application dated 2/3/2021 attached to this authority.

#### Salvage relocation and habitat enhancement

6. The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
7. The North Canterbury Operations Manager Kingsley Timpson Ph [REDACTED] s9(2)(a) are to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

#### Ownership of absolutely protected wildlife

8. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any

parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.

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

#### Lizard capture and handling

10. Lizards must only be handled by Authorised Personnel [s9(2)(a)], or under the direct supervision of the Authorised Personnel.
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 [s9(2)(a)].
12. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
13. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
14. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
15. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
16. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
17. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.

#### Death of wildlife associated with salvage activities

18. If any lizards should die during the authorised activities of catch, transfer or liberate (the salvage section of the mitigation), the Authority Holder must contact the North Canterbury Office.

#### Euthanasia

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

## Lizard Salvage Reporting

20. A report is to be submitted in writing to the DOC Operations Manager, [Rangiora Office [esienquiries@doc.govt.nz](mailto:esienquiries@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.

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

Released under the Official Information Act

## SCHEDULE 4

The Lizard Management Plan titled “Lizard Management Plan for the Long Gully bridge scour protection works, Hurunui District”. [DOC-6659638](#) (Will be printed out and attached to the authority).

Released under the Official Information Act



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

Authorisation Number: 93155-CAP

**THIS AUTHORITY** is made this 13 day of October 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Craig Deal - Operations Manager Whangarei, acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	a. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 b. Species: i. Oligosoma smithii ii. Oligosoma moko
2.	<b>The Land</b> (Schedule 2, clause 2)	Private land: s9(2)(a)
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 01 November 2021 and ending on and including 31 October 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) Phone: s9(2)(a) Email: s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
  - a. transferring lizards for breeding programmes,
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau/hāpu/iwi.
2. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Co-ordinator.
3. The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.
4. The species must not be housed with any other species.
5. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
6. The lizards and their progeny may be obtained only from persons holding an Authority to keep that species of lizard in captivity.
7. The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance to an approved translocation proposal.
8. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.



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

Authorisation Number: 93162-CAP

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

## **PARTIES:**

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

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

## **BACKGROUND**

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

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 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 Elizabeth Anne Wallace, Coastal Otago Operations Manager acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Permissions Advisor

Witness Address: DOC Dunedin Office

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity -</p> <ul style="list-style-type: none"> <li>i. to obtain and temporarily hold protected wildlife listed for the purpose of rehabilitation;</li> <li>ii. to mark protected wildlife using bands;</li> <li>iii. to liberate protected wildlife held for the purpose of rehabilitation, subject to Schedule 3 clauses 3.1 &amp; 3.2.</li> </ul> <p>b. Species -</p> <ul style="list-style-type: none"> <li>i. Tui (<i>Prothemadera novaeseelandiae</i>)</li> <li>ii. Silvereye (<i>Zosterops lateralis</i>)</li> <li>iii. Bellbird (<i>Anthornis melanura</i>)</li> <li>iv. Fantail (<i>Rhipidura fuliginosa</i>)</li> <li>v. Grey warbler (<i>Gerygone igata</i>)</li> <li>vi. Rifleman (<i>Acanthisitta chloris</i>)</li> <li>vii. Brown creeper (<i>Mohoua novaeseelandiae</i>)</li> <li>viii. Any other species of non-threatened passerine excluding South Island Robin</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 July 2021 and ending on and including 30 June 2026</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>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

may become liable arising from the **Authority Holder's exercise** of the Authorised Activity.

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1.0 Ownership of absolutely protected wildlife

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

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

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

#### 3.0 Captive holding for rehabilitation

- 3.1 All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
- 3.2 All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
- 3.3 In addition to the species listed in Schedule 1, Item 1(b), the Authority Holder is authorised to temporarily hold other species of native wildlife subject to advising the Grantor ([dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz) and 03 477 0677) within 24 hours of receipt of the wildlife.
- 3.4 The Authority Holder must notify the Grantor immediately on receipt of a Threatened or At Risk protected species (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>).

- 3.5 Native wildlife must not be held in the same aviary as non-native wildlife.
  - 3.6 Wildlife held for rehabilitation must not be displayed to the public.
  - 3.7 All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
  - 3.8 The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
  - 3.9 The Authority Holder must complete and return the Wildlife Rehabilitator's Self-audit Checklist (as provided by the Grantor) by 30 June each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [dunedinoffice@doc.govt.nz](mailto:dunedinoffice@doc.govt.nz).
  - 3.10 The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) by 30 June in each year a copy of these annual records.
  - 3.11 The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
  - 3.12 The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
- 4.0 Euthanasia
- 4.1 The Authority Holder must not euthanise any protected species unless the Authority Holder:
    - a. obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor; or
    - b. carries out the euthanasia under directions from the Grantor.
- 5.0 Records
- 5.1 All monitoring and trapping records must be available for inspection at reasonable times by officers of the Grantor.
- 6.0 Wildlife health management
- 6.1 The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination prior to transfer using the 'Full physical examination form' (as provided by the Grantor).
  - 6.2 The Authority Holder must not transfer or release wildlife exhibiting any sign of illness or abnormality.

- 6.3 Blood, feather and/or reptilian tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

## 7.0 Facilities

- 7.1 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.
- 7.2 If required by the Director-General, the Authority Holder must make such improvements to the enclosure of the protected species as the Director-General deems necessary to ensure the welfare of the protected species.
- 7.3 Facilities and procedures must minimise the risk of disease transmission between captive species and protected species held for rehabilitation.
- 7.4 Facilities and activities must prevent entry of predators or disease transmitting species such as rats, mice, cats, and free-ranging birds.

## 8.0 Banding

- 8.1 The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand **National Bird Banding Scheme Bird Bander's Manual**.
- 8.2 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 8.3 Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
- 8.4 The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 8.5 If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 8.6 The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).
- 8.7 Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>).

- 8.8 A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator. All operators capturing or marking birds must be registered with the NZNBBS.
- 8.9 Colour banding (including the use of alpha-numeric bands) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

9.0 General

- 9.1 The Grantor may at any time revoke this Authority, or may at any time review/and or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93179-CAP

THIS AUTHORITY is made 9<sup>th</sup> day of April 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>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 9 <sup>th</sup> day of April 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> <p>[REDACTED]</p>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 93211-FAU

**THIS AUTHORITY** is made this 13th day of May 2021

### **PARTIES:**

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

**AND**

**Cockrem, John** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 41 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 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.

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</p> <ul style="list-style-type: none"> <li>a. Catch and handle absolutely protected wildlife</li> <li>b. Take blood samples for the purpose purposes of research and species management</li> <li>c. To mark birds for the purposes of research and species management</li> </ul> <p>Species</p> <ul style="list-style-type: none"> <li>1. Little Penguin (<i>Eudyptula minor</i>)</li> </ul> <p>Method</p> <ul style="list-style-type: none"> <li>a. To catch alive by hand</li> <li>b. Blood samples will be collected using standard methods for little penguins. Collection is through a flipper vein using a 25g needle and a syringe and will not exceed 0.5ml per sample. Maximum of 4 samples per bird per annum</li> <li>c. To mark by way of: <ul style="list-style-type: none"> <li>a. subcutaneous transponder (PIT tag, microchip);</li> <li>b. GPS dive loggers</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Golden Bay (excluding PCL) Port Taranaki</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>John Cockrem Other personnel authorised and supervised by the Authority Holder</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 July 2021 and ending on and including 30 June 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: School of Veterinary Science, Massey University Tennent Drive Palmerston North 4442 Phone: 06 356 9099 Email: <a href="mailto:j.f.cockrem@massey.ac.nz">j.f.cockrem@massey.ac.nz</a></p>

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

#### 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.

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

2. If any of the wildlife should die whilst undertaking the Authorised Activities, the Authority Holder shall:
  - a. Notify the Grantor's Takaka Office [takaka@doc.govt.nz](mailto:takaka@doc.govt.nz) citing Authority 93211-FAU, along with details of the animal's history.
  - b. Ensure that the body is chilled if it can be delivered within 24 hrs, or frozen if it takes longer than 24 hrs to delivery.
  - c. Ensure appropriate measures are taken to minimise further deaths
  - d. Discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.

#### Euthanasia

3. The Authority Holder shall not euthanise any wildlife unless the Authority Holder:
  - a. Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - b. Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable)

#### Banded Wildlife

4. Level 3 Certified Banders 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.
5. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("The Bird Banding Manual").
6. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.

8. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
9. If a band is taken off a bird for any reason, it must NOT be used on another bird.
10. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
11. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.

#### Reporting

12. The Authority Holder must compile and forward, annual tagging and recovery schedules, for the Grantor's Wellington banding office and for DOC's Takaka Office.
13. A summary of activities and results to be provided to the Department by May 31<sup>st</sup> each year, with copies of the report sent to [takaka@doc.govt.nz](mailto:takaka@doc.govt.nz) and [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and citing Authority 93211-FAU. The Department of Conservation undertakes to only use these summaries internally.
14. The Authority Holder and the Grantor's local representative(s) will hold formal meetings in June of every calendar year. The Grantor's local representative will advise the authority holder before the end of May in every calendar year during the term of his authority, of the planned date, time and venue of that year's June meeting.
15. The purpose of such meetings is to ensure that any problems or issues with the research are discussed and a solution agreed to for the following season.
16. Upon completion of the research or termination of the Authority, the Authority Holder must forward a copy of the research findings, any reports and/or publications to the Grantor within one month. This should include any implications for conservation management.
17. The Authority Holder acknowledges that the Grantor may provide copies of all reports and findings to tangata whenua.

#### Marking

18. This Authority is not to be activated until an approval from the Animal Ethics Committee of the researcher's institution as per the Animal Welfare Act 1999 is obtained.
19. Transponder insertion

- a. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide for Penguins.
- b. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for penguin transponder insertion, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a **Level 3 Certified operator**.

#### Transmitter/Logger attachment

20. Satellite GPS loggers or similar devices (comprising a total of no more than 5% of a bird's body weight) may be attached to the lower back of the study penguins.
21. Regardless of attachment method in no cases may any epoxy resin come into contact with the feathers of the bird.
22. Any penguins found, upon recapture, to be injured or otherwise adversely affected by a device, must have their device removed and not fitted with a device again. A full report of the details of injury will be provided to the Grantor, to help develop best practise.
23. Every reasonable effort must be made to capture all individuals and remove devices at the conclusion of the authorised activity.

#### General

24. The Authority Holder must not blood sample adult penguins during incubation or during the first ten (10) days of chick rearing.
25. The Authority Holder must not manipulate adult birds to read band numbers during the egg laying phase or when very small chicks are present.



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

Authorisation Number: **93217-CAP**

**THIS AUTHORITY** is made this 14<sup>th</sup> day of July 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)

**Ian Fraser, Operations Manager, Geraldine District**

(Acting)

acting under delegated authority in the presence of:

Witness Signature: Chris Coulter

Witness Name: Chris Coulter

Witness Occupation: Senior Ranger Community

Witness Address: 22 George St Geraldine

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>Species:</u></p> <p>Australasian Harrier     <i>Circus approximans</i></p> <p>Little owl     <i>Athene noctua</i></p> <p>The two species must not be held simultaneously. A maximum of either two Harriers <u>or</u> two little owls may be held at any one time.</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 Geraldine District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18].</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	8 Elgin Street, Normanby, RD1 Timaru 7971
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Any other persons authorised and/or supervised by s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 14 July 2021 and ending on and including 13 July 2031 (ten 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>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,     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.

# 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 Geraldine Office [geraldine@doc.govt.nz](mailto:geraldine@doc.govt.nz) each time a live or dead individual or individuals belonging to a legally protected species classed as "Threatened" is received. (<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 "Threatened or Fully Protected" 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 Geraldine 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.
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 Geraldine 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 Geraldine 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 Geraldine 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 [geraldine@doc.govt.nz](mailto:geraldine@doc.govt.nz) by 30 June of every year during the term of this Authority. The records should include the following information for each bird obtained (see link at end for required format): including the following information, for each bird obtained:
  - Species (age and gender if known)
  - Where and when the animal was first found/ moved/ injured
  - General description of the injuries/illness
  - Cause (if known)
  - Treatment to date and general progress/outcome
  - Personnel involved in treatment
  - Date(s) of release/transfer/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 June in each year.
14. 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.
15. 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.
16. Protected wildlife may only be transferred to other authorised holders; and then only with the case-by-case approval of the Grantor's Geraldine Operations Manager.

17. 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.
18. The Authority Holder must immediately inform the Grantor if the Holder no longer wishes to hold wildlife or participate in their rehabilitation.
19. Any wildlife that has been held for more than two weeks must be assessed by raptor experts at the NZ Raptor Trust, to ensure adequate fitness gain prior to release, and may be transferred to another appropriate and authorised bird rehabilitation facility.
20. For individual cases that cannot be fitness-trained using falconry techniques and where appropriate for the species and in consultation with experts at the NZ Raptor Trust and/or an avian veterinarian, the wildlife may be released on-site by soft-release techniques.

Attachments for this Authority:

- |                                      |   |
|--------------------------------------|---|
| 1. Self-audit checklist              | <br>Rehabbers-checklist-2017 - DOC-32469 |
| 2. Patient Physical Examination form | <br>Full physical examination.pdf        |
| 3. DOC Annual Report Template        | <br>annual report template.doc           |



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 93222-CAP

THIS AUTHORITY is made 9<sup>th</sup> day of April 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 9 <sup>th</sup> day of April 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>

		<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</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



# Wildlife Act Authority and Research and Collection Authority

Authorisation Number: 93230-FAU

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

## **PARTIES:**

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

**AND**

**Northland Regional Council** (the Authority Holder)

## **BACKGROUND**

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

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953

**PERMITS** the Authority Holder pursuant to section 3B of the Conservation Act 1987

**PERMITS** the Authority Holder pursuant to section 59A 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 Deidre Ewart, Business Support Manager, Planning Permissions and Land under delegated authority

in the presence of:

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

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

Released under the Official Information Act

# **SCHEDULE 1**

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)</p>	<p>a. Activity: Conduct an ecological survey of the Bream Bay Dune systems.</p> <p>Methods</p> <ul style="list-style-type: none"> <li>i. Introduce transects</li> <li>ii. Introduce non-lethal pitfall traps</li> <li>iii. Introduce artificial shelters</li> <li>iv. Introduce tracking tunnels, chew cards and wax tags to monitor pests</li> <li>v. Conduct five-minute bird counts</li> <li>vi. Fly a DGI Phantom 4 Advanced Drone over The Land to monitor dune health and monitor the effectiveness of dune restoration initiatives such as planting, fencing and pest control</li> </ul> <p>b. Catch, handle and release lizards for the purpose of identification</p> <p>Species</p> <ul style="list-style-type: none"> <li>i. Common skink</li> <li>ii. Copper skink</li> <li>iii. Spotted skink</li> <li>iv. Brown skink</li> <li>v. Other herpetofauna as encountered</li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Waipu Government Purpose Wildlife Refuge Reserve Uretiti Scenic Reserve Uretiti Recreation Reserve Ruakākā Scenic Reserve Poupouwhenua Scenic Reserve</p> <p>Other land (<i>for the purpose of catching and handling lizards</i>): Marsden Point, Whangarei Ruakaka (near Racecourse and surf club) Uretiti, Whangarei District Waipu Cove, Whangarei District</p>
3.	<p><b>Personnel</b></p>	<p>Ari Carrington</p>

	<b>authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Richard Griffiths</p> <p>s9(2)(a)</p> <p>NorthTec students Monitoring officers Others supervised by the named personnel above</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 12 August 2021 and ending on and including 11 August 2031
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>36 Water Street Whangarei 0148 New Zealand</p> <p>Phone: 0800 504 639 Email: <a href="mailto:richardg@nrc.govt.nz">richardg@nrc.govt.nz</a></p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

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

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

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

- 5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Biosecurity**

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard capture and handling

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

#### Kauri Dieback

10. The Authority Holder must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon*

Agathis (PTA) Kauri Dieback Disease as specified by the website [www.kauridieback.co.nz/](http://www.kauridieback.co.nz/). The Concessionaire and clients must comply with the [general guidelines](#) and for specific concession activities the relevant guidelines as specified on [www.kauridieback.co.nz/publications](http://www.kauridieback.co.nz/publications). The Authority Holder must update itself on these websites on a regular basis.

11. The Authority Holder must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

## Remotely Piloted Aircraft Systems

### *Interpretation*

RPAS means Remotely Piloted Aircraft System and includes any pilotless aircraft, Unoccupied Aerial Vehicle or drone.

12. The Authority Holder shall immediately cease the operation of the RPAS if there is any indication of wildlife disturbance.
13. The Authority Holder shall ensure that a fire extinguisher in good working order is carried at all times that the RPAS is in use, and that the Authority Holder and its staff (if applicable) are trained in the use of the fire extinguisher.
14. The Authority Holder is not authorised to operate the RPAS in areas that have a Fire Risk of High or above as published on the National Rural Fire Authority website <http://fireweather.nrfa.org.nz>
15. In the event that the RPAS causes significant disturbance to people, or if there is a complaint about it being used, it must be shut down immediately and ceased to be used.
16. The Authority Holder must not operate the RPAS within 200 metres of any person in the area who is not part of the operating crew.
17. Drones must not be operated in the presence of any other aircraft. If any aircraft are heard or seen within 1 kilometre of the drone, it must be immediately grounded.
18. Drone use under this Authority is not to take place on the weekend, public holidays, or school holidays.
19. The Authority Holder must install signage the authorised sites during times of drone usage, to advise the public that the drone activity being undertaken for research and collection of data purposes only.

### **Reporting**

20. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [atownsend@doc.govt.nz](mailto:atownsend@doc.govt.nz)
21. 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



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93245-CAP

THIS AUTHORITY is made 9<sup>th</sup> day of April 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 9 <sup>th</sup> day of April 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> Phone: <div>s9(2)(a)</div> Email: <div>s9(2)(a)</div>
5.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: **93253-FAU**

**THIS AUTHORITY** is made this 17<sup>th</sup> day of October 2022

## **PARTIES:**

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

**AND**

**Cockrem, John Fenton** (the Authority Holder)

## **BACKGROUND**

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

## **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 and section 50 of the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

**Melody McLaughlin, Acting Operations Manager, Kapiti Wellington**  
acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Nick Barnes

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

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# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>1. Activity:</p> <ol style="list-style-type: none"> <li>Check nest-boxes of;</li> <li>Catch and handle;</li> <li>Individually identify, measure and weigh;</li> <li>Attach PIT tags/microchips and transponders to;</li> <li>Install trail cameras and nest-box web cameras to record; and</li> <li>Conduct tracking studies on</li> </ol> <p>absolutely protected wildlife - little penguin (<i>Eudyptula minor</i>) for research and species management, during approximately monthly trips to both islands (see 'Land' below).</p> <p>2. Methods:</p> <ol style="list-style-type: none"> <li>Penguins will be caught by being picked up from inside their nest boxes;</li> <li>PIT Tags and tracking devices, of types recommended by the Banding Office, will be attached to birds, following standard protocols for little penguins.</li> <li>Place and obtain output from, trail cameras</li> <li>Some existing nest boxes will have an antenna, solar panel and battery-powered datalogger installed.</li> <li>Some nest boxes will have lids replaced by new, pre-painted (off the island) ones. This must <b>only be done on nest boxes that contain no kororā</b> at those times.</li> </ol> <p>Up to approximately 100 different birds in total are likely to be handled in any single year.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Mana Island Scientific Reserve</p> <p>Other land: Private land: Waiorua Bay, Kapiti Island</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>John Cockrem</li> <li>Other suitably qualified personnel authorised by the Authority Holder; except that John Cockrem is the only person authorised to do microchipping/PIT tagging during the <b>kororā breeding season</b>.</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 21 October 2022 and ending on and including 20 October 2027</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: School of Veterinary Science, Massey University Tennent Drive, Palmerston North 4442</p>

		<p>Email: <a href="mailto:j.f.cockrem@massey.ac.nz">j.f.cockrem@massey.ac.nz</a></p> <p>Phone: 06 951 8126</p> <p>Mobile: 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>Hamilton Permissions Team  73 Rostrevor Street,  Hamilton, 3204  Phone 07 858 1000  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 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 at least one week prior to carrying out the Authorised Activity in the District, 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.

#### 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

Adhere to approved application

1. The Authorised Activity must be undertaken in accordance with the application titled **“Wildlife Act Authority (General) Application form 9 and dated 28 June 2022**, and its attachments, including the Annual Work Plans.

Work plans

2. Annual Work Plans (one each for Mana and Kapiti Islands) must be approved by the Kapiti Wellington District Office before 1 July each year.
3. The Authority Holder shall conduct the activity in a safe and reliable manner, including:
  - (a) Preparation of a contingency plan for dealing with any mishap that may occur during the operation of activities under this permit, including the recovery of sick or injured persons.
  - (b) Acknowledgement that the Grantor accepts no responsibility for the safety of the Authority Holder.
4. The Authority Holder shall not transfer, sublet, assign or otherwise dispose of the interest granted by this Authority.

Mana Island

5. The Authority Holder must contact the **Grantor's** Kapiti-Wellington District Office ([wellington@doc.govt.nz](mailto:wellington@doc.govt.nz)) at least 2 weeks before any intended travel to Mana Island, to advise of the planned timing of each visit and to avoid conflict with any other planned activities.
6. The authority holder must also contact the Mana Island Base ([manaisland@doc.govt.nz](mailto:manaisland@doc.govt.nz)) at least 2 weeks before each intended transfer of personnel or gear to the island, and must adhere to all biosecurity instructions issued prior to, and upon arrival on the island.
7. During that pre-trip contact with Mana Island Base, The Authority Holder must, if intending to stay on the island overnight, book accommodation, and have that accommodation booking (number of persons, arrival and departure dates) confirmed, before each visit. Camping on the island is not viable, due to the need for all equipment to undergo biosecurity checking.
8. Proposed dates for remaining monitoring field trips to Mana Island in 2022 and early 2023

**Wednesday 26 to Friday 28 October 2022**

**Monday 21 to Wednesday 23 November 2022**

**Monday 19 to Wednesday 21 December 2022**

**Tuesday 24 to Thursday 26 January 2023**

**Monday 27 February to Wednesday 1 March 2023**

## Kapiti Island

9. The Authority Holder must e-mail the Kapiti Island Rangers directly at [kapitiisland@doc.govt.nz](mailto:kapitiisland@doc.govt.nz) at least five working days in advance, before each individual visit, advising of what day and what time he is planning to arrive on Kapiti Island.

## Commercial Vessels (both islands)

10. All commercial vessels hired to transport the Authority Holder and members of their group to Kapiti Island and/or to Mana Island Scientific Reserve must hold a Pest-free Warrant, or be previously inspected by the Ranger, Biosecurity employed by the Grantor

## Biosecurity and Biodiversity Protection

11. The Authority Holder, his clients and agents, must comply with instructions given in **the Department of Conservation's 'Mana Island Scientific Reserve Biosecurity Preparation'** attached to this authority (see Schedule 5 below) regarding biosecurity measures; including checking footwear, clothing and gear for pests before departure from the mainland.
12. The Authority Holder, his clients and agents, must follow the biosecurity procedures as attached (**Kapiti Island** Biosecurity, Environmental and Visitor Impact Code: Schedule 4 below) at all times.
13. In addition, the Authority Holder, his clients and agents, must comply at all times with biosecurity protocols as directed by the Department of Conservation staff.

## Property of the Crown

14. 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.

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

15. If any of the wildlife should die whilst undertaking the Authorised Activities, the Authority Holder shall:
  - a. **Notify the Grantor's** Kapiti Wellington Office [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) citing Authority 93253-FAU, **along with details of the animal's history.**
  - b. If requested by that office; ensure that the body is chilled if it can be delivered to a DOC office within 24 hrs, or frozen if it takes longer than 24 hrs to deliver.
  - c. Ensure appropriate measures are taken to minimise further deaths.
  - d. Discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.

## Euthanasia/incidental injury or death

16. The Authority Holder shall not euthanise any wildlife unless the Authority Holder:
  - a. Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or

- b. Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable)

#### Reporting

17. The Authority Holder must compile and forward annual (at least) tagging, tracking **and recovery schedules, for the Grantor's banding office and for DOC's** Kapiti Wellington Office. See Special Condition 27 below)
18. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at [dhouston@doc.govt.nz](mailto:dhouston@doc.govt.nz), [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing the Authority Number 93253-FAU. These reports must be submitted by May 31<sup>st</sup> each year. The Department of Conservation undertakes to only use these summaries internally.
19. **The Authority Holder and the Grantor's local representative(s) will hold formal meetings in June of every calendar year. The Grantor's local representative will advise the authority holder before the end of May in every calendar year during the term of his authority, of the planned date, time and venue of that year's June meeting.** The purpose of such meetings is to ensure that any problems or issues with the research are discussed, and a solution agreed to for the following season.
20. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [dhouston@doc.govt.nz](mailto:dhouston@doc.govt.nz), [wellington@doc.govt.nz](mailto:wellington@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). It must contain the following:
  - a. the Authority Number 93253-FAU;
  - b. a summary of research findings; and
  - c. any implications for conservation management.
21. The Authority Holder acknowledges that the Grantor may provide copies of these final reports to tangata whenua and the general public if requested.

#### Animal Ethics

22. This Authority is not to be activated until an approval from the Animal Ethics Committee of **the researcher's institution as per the Animal Welfare Act 1999** is obtained.

#### Tagging Wildlife

23. John Cockrem must oversee and be accountable for all parts of the Authorised Activity.
24. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird **Bander's Manual** ("the Bird Banding Manual").
25. Insertion of PIT Tags should be carried out according to the relevant DOC Best Practice guide for Penguins.
26. 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.

27. All PIT tag (=transponders/microchips) data must be submitted at least annually to the Banding Office by uploading records to the FALCON Bird Banding Database.

#### Transmitter/Logger/Tracker attachment

28. Satellite GPS loggers or similar devices (comprising a total of no more than **5% of a bird's body weight**) **may be attached to the lower back of *Eudyptula minor***. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
29. Regardless of attachment method, in no cases may any epoxy resin come into contact with the feathers of the bird.
30. Any penguins found, upon recapture, to be injured or otherwise adversely affected by a device, must have their device removed and not fitted with a device again. A full report of the details of injury will be provided to the Grantor, to help develop best practise.
31. 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. These sub-licences are managed by the Banding Office.
32. The Authority Holder must supply the Banding Office with electronic copies of all transmitter-attaching schedules used to track birds, plus a stock-take of unused transmitters.

#### General

33. Band recoveries for dead birds are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic form. Other recapture data can also be submitted in that FALCON Bird Banding Database.
34. The Authority Holder must not manipulate adult birds to read band numbers during the egg laying phase or when very small chicks are present.

#### Iwi Involvement

35. The Authority Holder must provide opportunities for Ngati Toa involvement in the Authorised Activity.
36. The Authority Holder **must incorporate Mātauranga Māori into the project with direction and agreement from Ngati Toa.**
37. The Authority Holder must provide research findings to Ngati Toa on conclusion of the project.



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

Authorisation Number: 93302-FAU

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

### **PARTIES:**

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

**AND**

**Cockrem, John** (the Authority Holder)

### **BACKGROUND**

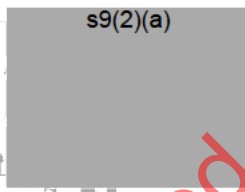
- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **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

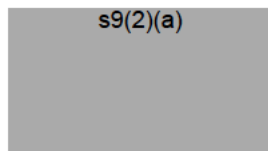
s9(2)(a)



Jack Mace, Director Operations, Lower North Island

acting under delegated authority in the presence of:

s9(2)(a)



Witness Signature:

Witness Name: Moana Smith-Dunlop  
Witness Occupation: Operations Manager Hawkes Bay  
Witness Address: Napier, Hawkes Bay

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

## SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p><b>Activity</b></p> <ul style="list-style-type: none"> <li>a. Catch and handle absolutely protected wildlife</li> <li>b. Take blood samples for the purposes of research and species management</li> <li>c. To mark birds for the purposes of research and species management</li> <li>d. Move individual penguins from unsafe locations to safer ones.</li> </ul> <p><b>Species</b></p> <ul style="list-style-type: none"> <li>1. Little Penguin (<i>Eudyptula minor</i>)</li> </ul> <p><b>Number</b></p> <p>Not specified. Up to about 150 initially. Number may increase during the Term</p> <p><b>Method</b></p> <ul style="list-style-type: none"> <li>a. To catch alive by hand</li> <li>b. Blood samples for disease screening will be collected using standard methods for little penguins. Collection is through a flipper vein using a 25g needle and a syringe and will not exceed 0.5ml per sample. Maximum of 4 samples per bird per annum</li> <li>c. Faecal samples will be collected from the ground (not from birds).</li> <li>d. To mark birds by way of: <ul style="list-style-type: none"> <li>a. subcutaneous transponder (PIT tag, microchip);</li> <li>b. GPS loggers</li> </ul> </li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Port Napier</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>John Cockrem</p> <p>Other personnel authorised and supervised by the Authority Holder</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 12 August 2021 and ending on and including 11 August 2031 (10 years)</p>
5.	<p><b>Authority Holder's</b></p>	<p>The Authority Holder's address in New Zealand is:</p>

	<b>address for notices</b> (Schedule 2, clause 8)	School of Veterinary Science, Massey University Tennent Drive Palmerston North 4442 Phone: 06 951 8126      Mobile <span style="background-color: black; color: black;">s9(2)(a)</span> Email: <a href="mailto:J.F.Cockrem@massey.ac.nz">J.F.Cockrem@massey.ac.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 Phone 07 858 1000 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.

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## 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.

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

2. If any of the wildlife should die whilst undertaking the Authorised Activities, the Authority Holder shall:
  - a. Notify the Grantor's Ahuriri/Napier Office [napier@doc.govt.nz](mailto:napier@doc.govt.nz) citing Authority 93302-FAU, along with details of the animal's history.
  - b. Ensure that the body is chilled if it can be delivered within 24 hrs, or frozen if it takes longer than 24 hrs to delivery.
  - c. Ensure appropriate measures are taken to minimise further deaths
  - d. Discuss with the Grantor whether it is necessary to halt all further handling until full investigations of death(s) occur.

#### Euthanasia

3. The Authority Holder shall not euthanise any wildlife unless the Authority Holder:
  - a. Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds; or
  - b. Carries out the euthanasia under direction from the Grantor and in consultation with the Captive Management Co-ordinator (as applicable)

#### Banded Wildlife

4. Level 3 Certified Banders 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.
5. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("The Bird Banding Manual").
6. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
8. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.

9. If a band is taken off a bird for any reason, it must NOT be used on another bird.
10. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
11. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.

### **Reporting**

12. The Authority Holder must compile and forward, annual tagging and recovery schedules, for the Grantor's Wellington banding office and for DOC's Napier Office.
13. A summary of activities and results to be provided to the Department by May 31<sup>st</sup> each year, with copies of the report sent to [napier@doc.govt.nz](mailto:napier@doc.govt.nz) and [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and citing Authority 93302-FAU. The Department of Conservation undertakes to only use these summaries internally.
14. The Authority Holder and the Grantor's local representative(s) will hold formal meetings in June of every calendar year. The Grantor's local representative will advise the authority holder before the end of May in every calendar year during the term of his authority, of the planned date, time and venue of that year's June meeting.
15. The purpose of such meetings is to ensure that any problems or issues with the research are discussed, and a solution agreed to for the following season.
16. Upon completion of the research or termination of the Authority, the Authority Holder must forward a copy of the research findings, any reports and/or publications to the Grantor within one month. This should include any implications for conservation management.
17. The Authority Holder acknowledges that the Grantor may provide copies of all reports and findings to tangata whenua.

### **Marking**

18. This Authority is not to be activated until an approval from the Animal Ethics Committee of the researcher's institution as per the Animal Welfare Act 1999 is obtained.
19. Transponder insertion
  - a. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide for Penguins.

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

**Transmitter/Logger attachment**

- 20. Satellite GPS loggers or similar devices (comprising a total of no more than 5% of a bird's body weight) may be attached to the lower back of the study penguins.
- 21. Regardless of attachment method in no cases may any epoxy resin come into contact with the feathers of the bird.
- 22. Any penguins found, upon recapture, to be injured or otherwise adversely affected by a device, must have their device removed and not fitted with a device again. A full report of the details of injury will be provided to the Grantor, to help develop best practise.
- 23. Every reasonable effort must be made to capture all individuals and remove devices at the conclusion of the authorised activity.

**General**

- 24. The Authority Holder must not blood sample adult penguins during incubation or during the first ten (10) days of chick rearing.
- 25. The Authority Holder must not manipulate adult birds to read band numbers during the egg laying phase or when very small chicks are present.



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93314-CAP

THIS AUTHORITY is made 9<sup>th</sup> day of April 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 9 <sup>th</sup> day of April 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)	<div>s9(2)(a)</div> <div></div> <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:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or</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:
- 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: 93352-FAU

**THIS AUTHORITY** is made this 3<sup>rd</sup> day of June 2021

### **PARTIES:**

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

**AND**

**Manuela Barry and Richard Gibson** (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) 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 Daniel Heinrich  
Director, Operations  
Hauraki, Waikato, Taranaki Regions  
acting under delegated authority

i \_\_\_\_\_ of:

s9(2)(a)

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

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> <li>i. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of obtaining research information on population biology and spatial ecology of the wildlife to inform and improve conservation management.</li> <li>ii. to mark the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of distinguishing any wildlife</li> </ul> <p>b. Quantity</p> <ul style="list-style-type: none"> <li>i. catch alive a maximum of 160 individual animals over the duration of this Authority as per Schedule 3.6</li> <li>ii. mark <ul style="list-style-type: none"> <li>a. up to 160 individuals as per the method in Schedule 1.1.c.ii.a</li> <li>b. up to 40 individuals as per the method in Schedule 1.1.c.ii.b</li> </ul> </li> </ul> <p>c. Method</p> <ul style="list-style-type: none"> <li>i. catch alive <ul style="list-style-type: none"> <li>a. by hand</li> </ul> </li> <li>ii. mark <ul style="list-style-type: none"> <li>a. with a non-toxic pen as per Schedule 3.10</li> <li>b. by attaching a transmitter as per Schedule 3.11-15</li> </ul> </li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Mahakirau Forest Estate, Coromandel</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. catch alive</p> <ul style="list-style-type: none"> <li>i. Manuela Barry</li> <li>ii. Richard Gibson</li> <li>iii. s9(2)(a) [REDACTED]</li> <li>iv. [REDACTED]</li> <li>v. [REDACTED]</li> <li>vi. [REDACTED]</li> <li>vii. [REDACTED]</li> <li>viii. [REDACTED]</li> <li>ix. any other person trained to catch lizards, working under the supervision of either person named under Schedule 1.3.a.i-ii</li> </ul> <p>b. mark</p> <ul style="list-style-type: none"> <li>i. Manuela Barry</li> <li>ii. Richard Gibson</li> <li>iii. s9(2)(a) [REDACTED], under the direct supervision of</li> </ul>

		either person named under Schedule 1.3.b.i-ii
4.	Term (Schedule 2, clause 4)	Commencing on and including 3 June 2021 and ending on and including 2 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>a. Manuela Barry</p> <p>s9(2)(a)</p> <p></p> <p></p> <p>Email: <a href="mailto:m.barry@massey.ac.nz">m.barry@massey.ac.nz</a></p> <p>b. Richard Gibson c/o - Auckland Zoo 10 Motions Road Western Springs Auckland 1022 Email: <a href="mailto:richard.gibson@aucklandzoo.co.nz">richard.gibson@aucklandzoo.co.nz</a></p>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 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 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. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
4. The Authorised Activities must be undertaken in accordance with the application and the Research Outline titled "*Northern Striped Gecko Population Biology and Spatial Ecology*" and any subsequent amendments made prior to granting this Authority or which exist by reason of the terms and conditions of this Authority. For the avoidance of doubt where the application, Research Outline and subsequent amendments conflict with the terms and conditions of this Authority, the Authority prevails.
5. If any of the wildlife die due to this Authority being exercised the Authority Holder must:
  - a. inform the Grantor's Whitianga District Office ([coromandeldistrict@doc.govt.nz](mailto:coromandeldistrict@doc.govt.nz)) within 12 hours of the death
  - b. when notifying the Grantor under clause 3.5:
    - i. cite Authority number 93352-FAU
    - ii. provide the GPS location where the death occurred
  - c. pay for any costs incurred in investigation of the death of the wildlife; and,
  - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
6. The wildlife must be caught alive and marked over four separate seasons as follows:
  - a. Winter 2021 – June to July
  - b. Spring 2021 – October to November
  - c. Summer 2021-2022 – December to January
  - d. Autumn 2022 – March to April
7. The wildlife must be caught and marked on no more than 5 consecutive nights in any season under clause 3.6
8. The wildlife must not be handled for longer than five (5) minutes.
9. The wildlife must be liberated at the place where caught alive.

10. The wildlife marked with a non-toxic pen, must be marked on either the ventral side or under the axillae.
11. Transmitters may be attached to up to ten (10) individuals per season under clause 3.6.
12. The transmitters under clause 3.11 must be Holohil BD-2N VHF transmitter, weighing 0.43 grams, 11.5 millimetres in length, 5.3 millimetres in width and 2.8 millimetres in height.
13. The transmitters under clause 3.12 must be attached with harness of twenty one (21) day lifespan, breathable, hypoallergic, self-adhesive, flexible surgical tape, no greater than 0.06 grams in weight and 4.0 millimetres wide.
14. Transmitters must not be attached to gravid female animals.
15. The combined weight of the transmitter (including harness) must not exceed 5% of body weight of the animal to which it will be attached. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
16. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
17. Every reasonable effort must be made to capture all individuals and remove the transmitters at the conclusion of the Authorised Activity.
18. 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 the Grantor.
19. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [coromandelidistrict@doc.govt.nz](mailto:coromandelidistrict@doc.govt.nz)
20. A final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number [93352-FAU]; and,
  - b. the number of animals found; and,
  - c. the GPS coordinates where each animal was found; and,
  - d. a summary of research findings; and,
  - e. any implications for conservation managementThe Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
21. Authorised person Kerry White must only catch alive and mark the wildlife for the research undertaken by the Authority Holder. For the avoidance of doubt, Kerry White must not catch alive or mark the wildlife for her own separate research.
22. 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. Northern striped gecko	<i>Toropuku inexpectatus</i> sp. nov

Released under the Official Information Act



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

Authorisation Number: **93364-FAU**

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

### **PARTIES:**

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

**AND**

**Avian Rescue and Parrot Sanctuary Otago 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)

Nicola J. Holmes, Pou Matarautaki Operations Manager, Central Otago

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Nicole Sutton

Witness Occupation: Community Senior Ranger

Witness Address: 43 Dunstan Rd, Alexandra

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods).</p> <p>(Schedule 2, clause 2)</p>	<p><u>Activity:</u></p> <p>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.</p> <p><u>Species:</u></p> <p>NZ Falcon <i>Falco novaeseelandiae</i></p> <p>Harrier <i>Circus approximans</i></p> <p>NZ Pigeon <i>Hemiphaga novaeseelandiae</i></p> <p>Tui <i>Prosthemadera novaeseelandiae</i></p> <p>Morepork <i>Ninox novaeseelandiae</i></p> <p>Little Owl <i>Athene noctua</i></p> <p>Red Billed Gull <i>Chroicocephalus novaehollandiae scopulinus</i></p> <p>Black Billed Gull <i>Chroicocephalus bulleri</i></p> <p>South Island pied oystercatcher <i>Haematopus finschi</i></p> <p>Individuals belonging to other species of legally protected NZ animals may be retained for rehabilitation, with the case-by-case written approval of the Central Otago Operations Manager.</p> <p><u>Sample types</u> (for disease screening only):</p> <p>Blood, swabs, faeces.</p> <p><u>Facilities:</u></p> <p>In Aviaries on the Land. Those aviaries and their contents must meet the required specifications and standards of the Grantor's Central Otago District Operations Manager [see Schedule 3 - Special Conditions 2, 3 and 18]</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(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.	Term (Schedule 2, clause 4)	Commencing on and including 10 July 2021 and ending on and including 9 July 2026
5.	Authority <b>Holder's address</b> for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's</b> address 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 Phone: 07 858 1000 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. 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 Alexandra Office of the Grantor each time a live or dead individual or individuals belonging to a legally protected species classed as **‘Threatened’** is received, on phone no: 03 440 2040. (<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** Alexandra 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 Central Otago 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** Alexandra 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 [alexandra@doc.govt.nz](mailto:alexandra@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 Alexandra Office [alexandra@doc.govt.nz](mailto:alexandra@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases Authority No. 93364-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** Central Otago 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

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## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93369-CAP

THIS AUTHORITY is made 28<sup>th</sup> day of April 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 28 April 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> <p>[REDACTED]</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:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93376-CAP

THIS AUTHORITY is made 28<sup>th</sup> day of April 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 28 April 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> <div>s9(2)(a)</div>
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> or Email: <a href="mailto:doclizards@doc.govt.nz">doclizards@doc.govt.nz</a></p>

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 93385-CAP

**THIS AUTHORITY** is made this 1 day of November 2021

### **PARTIES:**

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

**AND**

**New Plymouth District Council** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lesa Lamb

Witness Occupation: Personal Assistant

Witness Address: 55A Rimu Street

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

Released under the Official Information Act

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity –</p> <p>i. Hold protected wildlife listed in Schedule 1 (1b) in captivity for advocacy purposes.</p> <p>b. Species –</p> <p>i. Ruru, Morepork (<i>Ninox novaeseelandiae</i>)</p> <p>c. Quantity –</p> <p>i. Ruru, Morepork – 2</p>
2.	The Land (Schedule 2, clause 2)	<p>Brooklands Zoo</p> <p>30 Brooklands Park Drive,</p> <p>New Plymouth 4620</p> <p>New Zealand</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. Eve Cozzi</p> <p>b. Louise McKenna</p> <p>c. Jolene Beattie</p> <p>d. Maxine Jenkins</p> <p>e. Kelly Green</p> <p>f. Monique Williams</p> <p>g. Renee Downing</p> <p>h. Anne Willetts</p> <p>i. Jenny Malloy</p>
4.	Term (Schedule 2, clause 4)	<p>10 years commencing on and including 1 November 2021 and ending on and including 31 October 2031</p>
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Liardet Street</p> <p>New Plymouth 4620</p> <p>New Zealand</p> <p>Phone: 06 759 6060</p> <p>Email: <a href="mailto:eve.cozzi@npdc.govt.nz">eve.cozzi@npdc.govt.nz</a></p>
6.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <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.

3. What is being authorised?

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

3.2 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.

3.3 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.

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

3.5 The Authority Holder may publish authorised research results.

3.6 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.

4. Who is authorised?

4.1 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.

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

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

6.

7. What are the liabilities?

- 7.1 **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.**
- 7.2 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.
- 7.3 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.
8. What about compliance with legislation **and Grantor's notices and directions?**
- 8.1 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.
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 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. Are there any Special Conditions?
  - 12.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 13. Can the Authority be varied?
  - 13.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **1. General special conditions**

- 1.1 The protected species and their progeny must not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
- 1.2 Catching and handling should only occur for the purposes of husbandry and/or health checks.
- 1.3 The Authority Holder shall ensure animal welfare is maintained at all times, as per the Animal Welfare Act

#### **2. Holding conditions**

- 2.1 If the protected species is held on public display, the Authority Holder must adhere to the current Grantor approved Programme Outline, Husbandry Manual and Advocacy Plan for the protected species.
- 2.2 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.

#### **3. Inspection**

- 3.1 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.
- 3.2 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.

#### **4. Breeding of protected wildlife**

- 4.1 The Authority Holder is responsible for managing breeding of their species and is responsible for the life-time care of any progeny.

#### **5. Records and reporting**

- 5.1 The Authority Holder must maintain and keep annual records detailing:
  - a. the number of individuals of the protected species in the possession of the holder;
  - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.

5.2 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.

5.3 The Authority Holder must forward to the Department of Conservation appointed Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30 June in each year a copy of these annual records in the annual report format as provided by the Captive Coordinator.

## **6. Transfer of species between captive facilities**

6.1 Notwithstanding clause 3.6.2 and subject to clause 3.6.3 the holder may, at any time, transfer the protected species to another person provided that that other person holds an authority to keep the protected species in captivity, or receive a protected species from another person provided that that other person holds an authority to keep the protected species in captivity, and the transfer is recommended by the Department of Conservation approved Captive Management Co-ordinator for the protected species.

6.2 Transfer of any protected species, if not recommended by the Department of Conservation Captive Management Co-ordinator, requires a transfer authority.

6.3 The Authority Holder must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.

## **7. Change of address**

7.1 The holder must keep the protected species at 30 Brooklands Park Drive, New Plymouth 4620 and this authority to hold is valid and effective at that address only.

## **8. Wish to no longer hold a protected species**

8.1 The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:

- the other person holds an Authority to keep the wildlife in captivity; or
- the transfer is to a Department of Conservation facility.

## **9. Euthanasia**

9.1 The Authority Holder must not euthanise any protected species unless the Authority Holder;

- a. obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
- b. carries out the euthanasia under directions from the Grantor.

## **10. Revoking of a permit**

10.1 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.

10.2 Upon receipt of written notice of revocation of this authority the holder must surrender to the Department of Conservation the protected species held under this authority; and for this purpose the holder authorises the Grantor and agents of the

Grantor to enter onto the property of the holder to uplift the protected species if the holder neglects, fails or otherwise refuses to surrender it.

Released under the Official Information Act



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

Authorisation Number: 93397-CAP

**THIS AUTHORITY** is made this 1 day of November 2021

### **PARTIES:**

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

**AND**

**New Plymouth District Council** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Lesa Lamb

Witness Occupation: Personal Assistant

Witness Address: 55A Rimu Street

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> <p>i. Hold protected wildlife listed in Schedule 1 (1b) in captivity for advocacy purposes.</p> <p>b. Species –</p> <p>i. Barn Owl (<i>Tyto alba ssp delicatula</i>)</p> <p>c. Quantity –</p> <p>i. Barn Owl – 2</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Brooklands Zoo 30 Brooklands Park Drive, New Plymouth 4620 New Zealand</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. Eve Cozzi b. Louise McKenna c. Jolene Beattie d. Maxine Jenkins e. Kelly Green f. Monique Williams g. Renee Downing h. Anne Willetts i. Jenny Malloy</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>10 years commencing on and including 1 November 2021 and ending on and including 31 October 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: Liardet Street New Plymouth 4620 New Zealand Phone: 06 759 6060 Email: <a href="mailto:eve.cozzi@npdc.govt.nz">eve.cozzi@npdc.govt.nz</a></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The <b>Grantor's address</b> for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation
  - 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
  - 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.
- 2.
3. What is being authorised?
  - 3.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
  - 3.2 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.
  - 3.3 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.
  - 3.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
  - 3.5 The Authority Holder may publish authorised research results.
  - 3.6 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.
4. Who is authorised?
  - 4.1 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.
5. How long is the Authority for - the Term?
  - 5.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.
- 6.
7. What are the liabilities?

- 7.1 **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.**
- 7.2 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.
- 7.3 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.
8. What about compliance with legislation **and Grantor's notices and directions?**
- 8.1 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.
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 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. Are there any Special Conditions?
  - 12.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.
- 13. Can the Authority be varied?
  - 13.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **1. General special conditions**

- 1.1 The protected species and their progeny must not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
- 1.2 Catching and handling should only occur for the purposes of husbandry and/or health checks.
- 1.3 The Authority Holder shall ensure animal welfare is maintained at all times, as per the Animal Welfare Act

#### **2. Holding conditions**

- 2.1 If the protected species is held on public display, the Authority Holder must adhere to the current Grantor approved Programme Outline, Husbandry Manual and Advocacy Plan for the protected species.
- 2.2 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.

#### **3. Inspection**

- 3.1 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.
- 3.2 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.

#### **4. Breeding of protected wildlife**

- 4.1 The Authority Holder is responsible for managing breeding of their species and is responsible for the life-time care of any progeny.

#### **5. Records and reporting**

- 5.1 The Authority Holder must maintain and keep annual records detailing:
  - a. the number of individuals of the protected species in the possession of the holder;
  - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.

5.2 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.

5.3 The Authority Holder must forward to the Department of Conservation appointed Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30 June in each year a copy of these annual records in the annual report format as provided by the Captive Coordinator.

## **6. Transfer of species between captive facilities**

6.1 Notwithstanding clause 3.6.2 and subject to clause 3.6.3 the holder may, at any time, transfer the protected species to another person provided that that other person holds an authority to keep the protected species in captivity, or receive a protected species from another person provided that that other person holds an authority to keep the protected species in captivity, and the transfer is recommended by the Department of Conservation approved Captive Management Co-ordinator for the protected species.

6.2 Transfer of any protected species, if not recommended by the Department of Conservation Captive Management Co-ordinator, requires a transfer authority.

6.3 The Authority Holder must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.

## **7. Change of address**

7.1 The holder must keep the protected species at 30 Brooklands Park Drive, New Plymouth 4620 and this authority to hold is valid and effective at that address only.

## **8. Wish to no longer hold a protected species**

8.1 The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:

- the other person holds an Authority to keep the wildlife in captivity; or
- the transfer is to a Department of Conservation facility.

## **9. Euthanasia**

9.1 The Authority Holder must not euthanise any protected species unless the Authority Holder;

- a. obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
- b. carries out the euthanasia under directions from the Grantor.

## **10. Revoking of a permit**

10.1 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.

10.2 Upon receipt of written notice of revocation of this authority the holder must surrender to the Department of Conservation the protected species held under this authority; and for this purpose the holder authorises the Grantor and agents of the

Grantor to enter onto the property of the holder to uplift the protected species if the holder neglects, fails or otherwise refuses to surrender it.

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 93424-CAP

THIS AUTHORITY is made 28th day of April 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</i> cf. <i>brunnea</i> (Canterbury gecko)</li></ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 28 <sup>th</sup> April 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)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED]

		<div>s9(2)(a)</div> <div></div> <div>Email: <div>s9(2)(a)</div></div>
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a> and 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: 93434-FAU

**THIS AUTHORITY** is made this 31 day of October 2022

### **PARTIES:**

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

**AND**

**Raglan Native Rehabilitation 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 (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 Tinaka Mearns, Waikato Operations Manager acting under delegated authority  
in the presence of:

s9(2)(a)



Witness Signature

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity:</p> <ul style="list-style-type: none"> <li>i. Obtain species set out in b) i-ix,</li> <li>ii. Hold in captivity for up to 3 months species i-iv,</li> <li>iii. Hold in captivity for up to 5 days species v-ix,</li> <li>iv. Transfer to Birdcare Aotearoa, Green Bay, Auckland, species v-ix, and</li> <li>v. Liberate species i-ix</li> </ul> <p>b) Species:</p> <ul style="list-style-type: none"> <li>i. Morepork <i>Ninox novaeseelandiae</i>,</li> <li>ii. Tui <i>Prosthemadera novaeseelandia</i>,</li> <li>iii. Kereru <i>Hemiphaga novaeseelandia</i>,</li> <li>iv. Sacred Kingfisher <i>Todiramphus sanctus</i>,</li> <li>v. Little Blue Penguins <i>Eudyptula minor</i>,</li> <li>vi. Terns,</li> <li>vii. Gulls,</li> <li>viii. Petrels, and</li> <li>ix. Waders</li> </ul> <p>c) Quantity held in aviaries:</p> <ul style="list-style-type: none"> <li>i. Morepork up to 4 individuals,</li> <li>ii. Tui up to 4 individuals,</li> <li>iii. Kereru up to 6 individuals,</li> <li>iv. Sacred Kingfisher up to 4 individuals,</li> <li>v. Little Blue Penguins up to 2 individuals,</li> <li>vi. Terns up to 2 individuals,</li> <li>vii. Gulls up to 2 individuals,</li> <li>viii. Petrels up to 2 individuals, and</li> <li>ix. Waders up to 2 individuals.</li> </ul> <p>d) Quantity held in hospital:</p> <ul style="list-style-type: none"> <li>i. Morepork up to 4 individuals,</li> <li>ii. Tui up to 4 individuals,</li> <li>iii. Kereru up to 4 individuals,</li> <li>iv. Sacred Kingfisher up to 4 individuals,</li> <li>v. Little Blue Penguins up to 4 individuals,</li> <li>vi. Terns up to 4 individuals,</li> <li>vii. Gulls up to 4 individuals,</li> <li>viii. Petrels up to 4 individuals, and</li> </ul>
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		ix. Waders up to 4 individuals.
2.	The Land (Schedule 2, clause 2)	i. Aviaries located on private land located at 422 Waitetuna Valley Road, Raglan.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	i. s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 November 2022 and ending on and including 31 October 2027
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is:  422 Waitetuna Valley Road RD 1 Raglan 3295 New Zealand  Email: s9(2)(a)
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b>  Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
2. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
3. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
4. The Authority Holder must notify the Captive Co-ordinator and the Grantor within 24 hours of the death, escape or disappearance of any Threatened or At Risk protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
5. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - 5.1. inform the Grantor within 48 hours;
  - 5.2. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - 5.3. send the body to Massey University Wildlife Post Mortem Service for necropsy, along **with details of the animal's history;**
  - 5.4. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species.
6. The Authority Holder may only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder (excluding any Authority Holder listed in Schedule 1, clause 1) if:
  - 6.1. the other person holds an Authority to keep the protected species in captivity; and
  - 6.2. the transfer is directed by the Department of Conservation approved Captive Co-ordinator for the protected species; or
  - 6.3. the transfer is to or from a Department of Conservation facility
7. Any permanently injured individuals should be euthanised by a veterinarian, and the bodies provided to the Waikato DoC office.
8. 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.
9. Protected species held under this Authority must not be displayed.

10. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor [Operations Manager Waikato] has given his/her prior written approval to meet such costs.
11. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz). See checklist attached in Schedule 5.
12. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz) by 30 June in each year a copy of these annual records. See Annual Report Template attached in Schedule 6.
13. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
14. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
15. The holder must keep the protected species at the address stated in Schedule 1, this authority to hold is valid and effective at that address only. The Authority Holder must notify the Grantor prior to relocating the protected species to an address other than the address stated in Schedule 1 and apply for an Authority to keep the protected species at that new address.
16. 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.
17. 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.
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".**



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93437-CAP

THIS AUTHORITY is made 29<sup>th</sup> day of April 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)	<div>s9(2)(a)</div> <div></div> <div></div>
3.	Term (Schedule 2, clause 4)	Commencing on and including [Registration date to be completed by the administrator] 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> <div>s9(2)(a)</div>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 93492-CAP

**THIS AUTHORITY** is made this 29 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 (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-Moir, Operations Manager, Wellington acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Makarand Rodge (Permissions Advisor - Hamilton)

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p><b><u>Activity:</u></b></p> <p>To hold the following protected lizards in captivity:</p> <ul style="list-style-type: none"> <li>a. Starred gecko (<i>Naultinus stellatus</i>)</li> <li>b. Jewelled gecko (<i>Naultinus gemmeus</i>)</li> <li>c. Duvaucel's gecko (<i>Hoplodactylus duvaucelii</i>)</li> <li>d. Goldstripe gecko (<i>Hoplodactylus chrysalisus</i>)</li> <li>e. Shore skink (<i>Oligosoma smithii</i>)</li> </ul> <p><b><u>Collection Method:</u></b></p> <p>The lizards will be obtained from another captive authorised holder in Wellington s9(2)(a) - 61104-CAP)</p>
2.	<b>Location</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	3 (Three) Years i.e. from 01/10/2021 and ending on 30/09/2024
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)</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 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 lizards must only be handled by Authorised Personnel [redacted] s9(2)(a) or under the direct supervision of the Authorised Personnel.
4. Handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
5. Handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
6. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity.
7. The lizards and their progeny may not be released - they may be disposed of only to persons holding an appropriate Authority to keep native lizards in captivity.
8. Lizard enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
9. 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 Authority holder 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.
10. If any lizard should die, the Grantor must be notified, and the specimen forwarded to where the Grantor so directs. Full details of the history of the lizard must be sent with the specimen.
11. 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.
12. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year.
13. 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 New Zealand lizards in captivity (www.doc.govt.nz\captivelizards).

14. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
15. 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.
16. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
  - a. transferring lizards for breeding programmes
  - b. making available individuals for release, and
  - c. maintaining a working relationship with DOC staff, other holders and whānau/hāpu/iwi.
17. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Co-ordinator.
18. The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.
19. The species must not be housed with any other species.
20. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
21. The lizards and their progeny may be obtained only from persons holding an Authority to keep that species of lizard in captivity.
22. The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance with an approved translocation proposal.
23. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.



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

Authorisation Number: 93505-FAU

**THIS AUTHORITY** is made this 8<sup>th</sup> day of December 2021

### **PARTIES:**

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

**AND**

**Maketū Ongatoro Wetland Society Incorporated** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to section 59A(1) 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 Damian Coutts  
Director, Operations, Central North Island Region  
acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ol style="list-style-type: none"> <li>1. to catch alive and liberate the absolutely protected lizards listed under Schedule 4 of this Authority for the purpose of undertaking wildlife population surveys and monitoring</li> <li>2. to catch alive and liberate the absolutely protected Theridiidae listed under Schedule 5 of this Authority for the purpose of undertaking wildlife population surveys and monitoring</li> <li>3. to mark for the purpose of distinguishing any wildlife, the absolutely protected wildlife listed under Schedule 4 of this Authority</li> <li>4. to carry out fauna population surveys and monitoring in a reserve by catching non-protected invertebrates and Rainbow skink</li> </ol> <p>b. Quantity –</p> <ol style="list-style-type: none"> <li>1. catch alive – as required for all species</li> <li>2. mark- as required for all species</li> <li>3. catching non-protected invertebrates and Rainbow skink – as required</li> </ol> <p>c. Method –</p> <ol style="list-style-type: none"> <li>1. catch alive – pitfall traps</li> <li>2. mark- Xylene pen</li> <li>3. catching non-protected invertebrates and Rainbow skink – pitfall traps</li> </ol>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Public Conservation Land:</p> <ol style="list-style-type: none"> <li>1. <b>Waihi</b> Estuary Wildlife Management Reserve</li> <li>2. Estuary Wildlife Management Reserve</li> </ol> <p>b. Other land:</p> <ol style="list-style-type: none"> <li>1. Newdick's Beach</li> <li>2. Dotterel Point</li> <li>3. <b>Maketū</b> Spit</li> <li>4. Te Huauri o Te Kawa wetland</li> <li>5. Te Pa Ika wetland</li> <li>6. Papahikahawai island</li> <li>7. Pukehina esplanade</li> </ol>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p></p> <p></p>

4.	Term (Schedule 2, clause 4)	Commencing on 8 December 2021 and including and ending on 7 December 2031 and including
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p>Email: s9(2)(a)</p>
6.	<b>Grantor's address</b> for notices	<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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder is only authorised to introduce pitfall traps on the land listed under Schedule 1.2.a.1.
4. Capture and handling methods for lizards must follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
5. The Authority Holder must use a breathable cloth bag in which to temporarily hold lizards. A separate holding bag must be used for each animal.
6. All lizards must be liberated within a three (3) metre radius of where they were caught.
7. The Authority Holder must provide an annual report to the Grantor. This report must be electronically forwarded to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz) citing Authority number 93505-FAU. This report must be submitted by 31 July each year, detailing the period ending 30 June and must contain the following information:
  - a. the species of each lizard, theridiidae and invertebrate found, and the GPS coordinates for each of these; and,
  - b. the number of each species of lizard, theridiidae and invertebrate found
  - c. copies of reports submitted to national databases
8. Within 3 (three) months of the completion of the Authorised Activities, or the expiry, or termination of this Authority, whichever comes first, the Authority Holder must forward a final report to the Grantor.
9. The final report referred to at Schedule 3.8 must be forwarded electronically to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz) citing Authority number 93505-FAU. The Authority Holder acknowledges the Grantor may provide copies of the report to tangata whenua. The final report must contain the following:
  - a. Authority Number 93505-FAU
  - b. survey areas and locations
  - c. species and number found
  - d. snout, vent, length (SVL) measurements of all lizards
  - e. dates and times of surveys

- f. total time spent surveying
  - g. personnel involved
  - h. weather conditions
  - i. implications to conservation management
10. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor at [esiinquiries@doc.govt.nz](mailto:esiinquiries@doc.govt.nz) and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
  11. All monitoring and trapping records must be made available for inspection at reasonable times by officers of the Grantor.
  12. A new clause 5.1.1 is added to Schedule 2, to read as follows:  
“The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on the land where the Authorised Activity will take place”.
  13. The Authority Holder must use all best endeavours to ensure that the Authorised Activities are not undertaken within sight of the public on the land under Schedule 1.2.a.1.
  14. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities on the land under Schedule 1.2.a.1.
  15. 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.
  16. The Authority Holder must remove all pitfall traps from the land under Schedule 1.2.a.1:
    - a. on the last day of every survey; or,
    - b. on the day the Authority is surrendered; or,
    - c. on the day the Authority is terminated; or,
    - d. on the day this Authority expires
  17. The Authority Holder must, in respect of the land under Schedule 1.2.a.1:
    - a. refill all holes where pitfall traps were placed; and,
    - b. all holes under Schedule 3.17.a must be filled in immediately after the trap is removed

18. If the Authority holder uncovers or observes any human remains, archaeological sites or artefacts whilst undertaking the Authorised activities on the land under Schedule 1.2.a, the Authority Holder must:
  - a. Cease all activity in the immediate vicinity and within a 50 metre radius of the discovery and accurately record details of the location.
  - b. The person or persons involved must immediately advise the Grantor's Tauranga District Office ([taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz)) of the discovery and provide details and a location. The Department of Conservation will then contact tangata whenua, Heritage NZ Pouhere Taonga and in addition, the Police if human remains are uncovered.
  - c. The person or persons in charge of undertaking the activity at the discovery site must be available to immediately arrange a site inspection with the Grantor and other relevant parties.
  - d. Any Authorised activity at the site must not recommence until approval has been given by the Grantor.
19. Schedule 2 clause 2.6 is deleted
20. A new clause 9.1 (c) is added to Schedule 2, to read as follows:  
"Or for any other reason that the Grantor may decide".

## SCHEDULE 4

Common name	Scientific name
1. Shore skink	<i>Oligosoma smithii</i>
2. Moko skink	<i>Oligosoma moco</i>
3. Common gecko	<i>Woodworthia maculatus</i>
5. Copper skink	<i>Oligosoma aenea</i>

Released under the Official Information Act

## SCHEDULE 5

Common name	Scientific name
1. Black <b>Katipō</b>	<i>Latrodectus atritus</i>
2. Red <b>Katipō</b>	<i>Latrodectus katipō</i>

Released under the Official Information Act



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

Authorisation Number:  
93529FAU

THIS AUTHORITY is made this 22nd 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. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

## OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and

AUTHORISES the Authority Holder pursuant to sections 5 of the National Parks Act 1980

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

PERMITS the Authority Holder pursuant to section 49 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 Natasha Hayward, Director Planning Permissions and Land acting under delegated authority

s9(2)(a)

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

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Activity: a) Activity – to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of surveying and monitoring b) Species – As specified in Schedule 4 c) Quantity – As required d) Marking - by way of a non-toxic pen
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: – All public conservation land within the South Island except Nature Reserves and Scientific Reserves.  Other land: – All land within the South Island
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) Others supervised by the authority holder
4.	Term (Schedule 2, clause 4)	Commencing on and including 18/06/2021 and ending on and including 17/06/2031
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a)

		<p>s9(2)(a)</p> <p></p> <p>Phone: s9(2)(a)</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 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 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

#### Lizard capture, monitoring, research and survey

1. Only non-destructive search methods may be used unless the Area is to be impacted and is subject of a consented or permitted activity under the Resource Management Act or Conservation Act.
2. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
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. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
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.
6. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag), and held out of direct sunlight to minimise the risk of overheating, stress and death.
7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.

#### Reporting

8. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), citing the Authority Number 93529-FAU. These reports must be submitted by 31 October.

#### Survey and monitoring

9. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
  - a. Number of species found, and the GPS coordinates for each of these;
  - b. Copies of reports submitted to the national herpetofauna database;
  - c. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and->

[frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/](#)).

## General

10. The Authority Holder must contact the relevant District Office and/or Visitor Centre no less than 10 working days prior to undertaking the activity in the respective area. The Authority Holder must adhere to any advice given in respect of access, health and safety, site-specific restrictions, and any operational activities undertaken in the area at the time.

## SCHEDULE 4

Common Name	Scientific Name	NZ threat classification
Southern grass skink	Oligosoma aff. polychroma, Clade 5	At Risk - Declining
Canterbury grass skink	Oligosoma aff. polychroma, Clade 4	At Risk - Declining
South Marlborough grass skink	Oligosoma aff. polychroma, Clade 3	At Risk - Declining
Waiharakeke grass skink	Oligosoma aff. polychroma, Clade 2	At Risk - Declining
McCanns skink	Oligosoma maccanni	Not Threatened
Canterbury Spotted skink	Oligosoma lineoocelatum <b>“central Canterbury”</b>	Threatened - National Vulnerable
Marlborough spotted skink	Oligosoma lineoocelatum <b>“South Marlborough”</b>	Threatened - National Vulnerable
White bellied skink	Oligosoma hoparatea	Threatened – Nationally Critical
Alborn skink	Oligosoma aff. infrapunctatum <b>“Alborn”</b>	Threatened – Nationally Critical
Scree skink	Oligosoma waimatense	Threatened - National Vulnerable
Roamatimati skink	Oligosoma aff. longipes <b>“southern”</b>	At Risk - Declining
Northern long-toed skink	Oligosoma longipes	Threatened - National Vulnerable
Chesterfield skink	Oligosoma aff. infrapunctatum <b>“Chesterfield”</b>	Threatened – Nationally Critical
Speckled skink	Oligosoma infrapunctatum	At Risk - Declining
Cryptic skink	Oligosoma inconspicuum	At Risk - Declining
Lakes skink	Oligosoma aff. chloronoton	Threatened - National Vulnerable
Waitaha gecko	Woodworthia cf. brunnea	At Risk – Declining
Minimac gecko	Woodworthia <b>“Malborough mini”</b>	Not Threatened
Southern Alps gecko	Woodworthia <b>“Southern Alps”</b>	Not Threatened
Kaikouras gecko	Woodworthia <b>“Kaikouras”</b>	Naturally Uncommon

Pygmy gecko	Woodworthia “pygmy”	Not Threatened
Raukawa gecko	Woodworthia maculata	Not Threatened
Rough gecko	Naultinus rudis	Threatened - National Vulnerable
West coast green gecko	Naultinus tuberculatus	Threatened - National Vulnerable
Jewelled gecko	Nautlius gemmeus	At Risk - Declining
Marlborough green gecko	Naultinus manukanus	At Risk - Declining
Forest gecko	Mokopirirakau granulatus	At Risk - Declining
Black-eyed gecko	Mokopirirakau kahutarae	Threatened - National Vulnerable

Released under the Official Information Act

Released under the Official Information Act

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

Authorisation Number: 93536-CAP

**THIS AUTHORITY** is made this 30th 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 (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 *Dave Lumley, Operations Manager* acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	(a) Activity – Hold in captivity (b) Species – Tui ( <i>Prothemadera novaeseelandiae</i> ) (c) Quantity – 1
2.	<b>The Land</b> (Schedule 2, clause 2)	s9(2)(a)
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a)
4.	<b>Term</b> (Schedule 2, clause 4)	5 years (Commencing on and including 1 September 2021 and ending on and including 31 August 2026)
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>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure outlined in Schedule 4.
4. Wildlife held for rehabilitation shall not be displayed to the public.
5. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
6. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
7. The species listed in Schedule 1; Clause 1 must not be released into the wild.
8. The Authority Holder must keep the protected species at s9(2)(a) and this authority will be valid and effective at that address only.
9. The Authority Holder must notify the Department of Conservation prior to relocating the protected species to a new address and apply for a new authority to hold the protected species at that new address.
10. The Authority Holder must not euthanise any wildlife unless:
  - a veterinarian recommends euthanasia on animal welfare grounds; or
  - the Authority Holder euthanises the wildlife under direction from the Grantor.
11. 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.
12. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the enclosure of the protected species as are considered necessary by the Grantor to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Grantor deems necessary to ensure the welfare of the protected species.

13. The Authority Holder must notify the Grantor within 24 hours of the death, escape or disappearance of any protected species held under this Authority, with full details of situation, date of death/escape/disappearance.

Released under the Official Information Act



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

Authorisation Number: 93556-FAU

**THIS AUTHORITY** is made this 30<sup>th</sup> day of July 2021

### **PARTIES:**

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

**AND**

**Ecology Solutions Limited** (the Authority Holder)

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: 73 Rostrevor Street, Hamilton Shared Service Centre

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity - to catch alive, obtain alive, have in possession, mark and liberate absolutely protected wildlife protected under the Wildlife Act 1953 for surveying, monitoring, species management and research purposes.</p> <p>b. Species –</p> <ul style="list-style-type: none"> <li>i. All absolutely protected lizards (Scincidae, Gekkonidae) under the Wildlife Act 1953.</li> <li>ii. Terrestrial and freshwater invertebrates declared to be animals under the Wildlife Act 1953. As listed in schedule 4 of this authority (found in the North Island)</li> </ul> <p>c. Quantity – as required.</p> <p>d. Method - by methods described in the Herpetofauna inventory and monitoring toolbox <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></p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>The North Island of New Zealand as outlined in Schedule 5</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) and any other personnel under the direct supervision on the Authority Holder deemed suitably qualified, trained and experienced to undertake the authorised activity.</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>[Redacted address lines]</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p>

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

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

## Iwi Consultation

19. The Authority Holder must contact local District Office to inform the Grantor and iwi of the location where they intend to carry out the authorised activity, 10 days prior to carrying out the Authorised Activity.
20. In addition to Schedule 2.2 the Authority Holder must contact local District office to obtain details of the relevant **iwi/hapū/whanau prior to undertaking each survey.**
21. **The Authority Holder must make reasonable effort to contact relevant iwi/hapū/whanau** to discuss the proposed survey. The authority holder must consider the views of local iwi when undertaking the authorised activity and act within the realms of feedback received **from iwi/hapū/whanau.**

## Biosecurity

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

## Termination

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

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

## SCHEDULE 4

### INSECTA (insects)

#### Orthoptera:

Acrididae (grasshoppers)—

*Sigaus childi*

Anostomatidae (giant, ground, tree, and tusked weta)—

*Deinacrida* (giant weta)—

all species

*Motuweta isolata* (Mercury Islands tusked weta)

Curculionidae (weevils)—

*Anagotus fairburni* (flax weevil)

*Anagotus turbotti* (**Turbott's** weevil)

*Hadramphus spinipennis* (coxella weevil)

*Hadramphus stilbocarpae* (knobbled weevil)

*Nothaldonis peacei* (**Peace's** weevil)

*Oclandius laeviusculus*

Lucanidae (stag beetles)—

*Geodorcus*—

all species

### ARACHNIDA

Araneae (spiders)—

Theridiidae—

*Latrodectus atritus* (black katipo spider)

*Latrodectus katipo* (red katipo spider)

### MOLLUSCA

Gastropoda (snails)—

*Cytora hirsutissima*

*Cytora tepakiensis*

*Paryphanta* (kauri snails)—

all species

*Placostylus* (flax snails)—

all native New Zealand species

*Powelliphanta* (large land snails)—

all species

*Rhytidarex buddlei*  
SCHEDULE 5

LOCATION MAP





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 93559-CAP

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

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

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

### OPERATIVE PARTS

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

## SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none"><li>a. <i>Naultinus grayii</i> (Northland green gecko)</li><li>b. <i>Naultinus elegans</i> (Elegant gecko)</li><li>c. <i>Naultinus punctatus</i> (Barking gecko)</li><li>d. <i>Dactylocnemis pacificus</i> (Pacific gecko)</li><li>e. <i>Dactylocnemis</i> “<b>North Cape</b>” (North Cape Pacific gecko)</li><li>f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)</li><li>g. <i>Mokopirirakau granulatus</i> (Forest gecko)</li><li>h. <i>Mokopirirakau</i> “<b>Southern North Island</b>” (Southern North Island forest gecko)</li><li>i. <i>Woodworthia maculata</i> (common gecko)</li><li>j. <i>Woodworthia</i> “<b>Central Otago</b>” (Central Otago gecko)</li><li>k. <i>Woodworthia</i> “<b>Cromwell</b>” (Cromwell Gecko)</li><li>l. <i>Woodworthia</i> “<b>Kaikouras</b>” (Kaikouras gecko)</li><li>m. <i>Woodworthia</i> “<b>Marlborough Mini</b>” (Marlborough mini gecko)</li><li>n. <i>Woodworthia</i> “<b>Mount Arthur</b>” (Mount Arthur gecko)</li><li>o. <i>Woodworthia</i> “<b>Otago Southland</b>” (Large Otago gecko)</li><li>p. <i>Woodworthia</i> “<b>Southern Alps</b>” (Southern Alps gecko)</li><li>q. <i>Woodworthia</i> “<b>Southern mini</b>” (Southern mini gecko)</li><li>r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)</li></ul>
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 9 <sup>th</sup> day of June 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>

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

Released under the Official Information Act

## SCHEDULE 2

### TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host to inform themselves about **lizard tīkanga** ([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: 93567-FAU

**THIS AUTHORITY** is made this 30th day of July 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. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **OPERATIVE PARTS**

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

s9(2)(a)

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

s9(2)(a)

Witness Signature

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

# SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activities:</p> <ul style="list-style-type: none"> <li>a. Catch alive</li> <li>b. Kill</li> <li>c. Have in possession</li> <li>d. Liberate</li> </ul> <p>Activities apply to absolutely protected wildlife under the Wildlife Act 1953 for surveying and salvage purposes.</p> <p>b. Species – <i>Oligosoma aeneum</i> (copper skink)</p> <p>c. Quantity – as required in accordance with Schedule 3.</p> <p>d. Method – i. all lizards 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>.</p> <p>ii. in accordance with Schedule 3.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private land on the Hamilton Bypass section of the Waikato Expressway</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s 9(2)(a)</p> <p>Suitably experienced and qualified staff under the direct supervision of the personnel listed from schedule 1 3.a-f subject to schedule 3 clause 2.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on 1<sup>st</sup> October 2021 and including and ending on and including 31<sup>st</sup> January 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>Waikato Expressway - Hamilton Section Site Office 164 Percival Road, Newstead 3284 Hamilton Phone: 07 834 7283</p>

		Email: <span style="background-color: #cccccc;">s9(2)(a)</span> <span style="background-color: #cccccc;"></span>
6.	<b>Grantor's address</b> for notices	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

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

#### Adhere to approved application

1. The Authorised activity is to be carried out on private land on the Hamilton Bypass section of the Waikato Expressway, as per the map 15 in Schedule 4.
2. The Authorised Activity must be undertaken in accordance with the application titled “Wildlife Act Authority Application 9\_Waikato Expressway Hamilton\_Lizards” and dated 12th April 2021.

#### Property of the Crown

3. 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 replicated genetic material.
4. The Authority Holder must comply with any reasonable request from the grantor for access to any collected material.
5. The Authority Holder cannot sell the wildlife.

#### Mitigation Conditions

6. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the Lizard Management Plan titled “Lizard/Mokomoko Management Plan and dated the 8<sup>th</sup> of August.

#### Killing wildlife

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

#### Salvage relocation and habitat enhancement

8. 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.
9. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (1) are found within the footprint of the development or within the release site, the Authority Holder must contact the DOC Operations Manager for the Waikato district. The Authority Holder must transfer the wildlife to an approved captive holding facility until a suitable release site is identified by DOC. A separate application to translocate non-authorised species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.

#### Lizard capture and handling

10. Lizards must only be handled by Authorised Personnel listed in schedule 1(3), or under the direct supervision of the Authorised Personnel. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as

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

11. Lizard capture, handling and relocation must only be undertaken at a suitable time of year [October - May] when lizards are active, as advised by a suitably experienced herpetologist.
12. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
13. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
14. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
15. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
16. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
17. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.

#### Death of wildlife associated with salvage activities

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

#### Euthanasia

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

## Lizard Salvage Reporting

20. A report is to be submitted in writing to the DOC Operations Manager, Private Bag, 3072, Hamilton, by 30 June each year for the life of this Authorisation, [or within 3 months of the salvage being completed, or within 3 months of the expiry of the authority] summarising outcomes in accordance with the Lizard Management Plan. Each report must include:

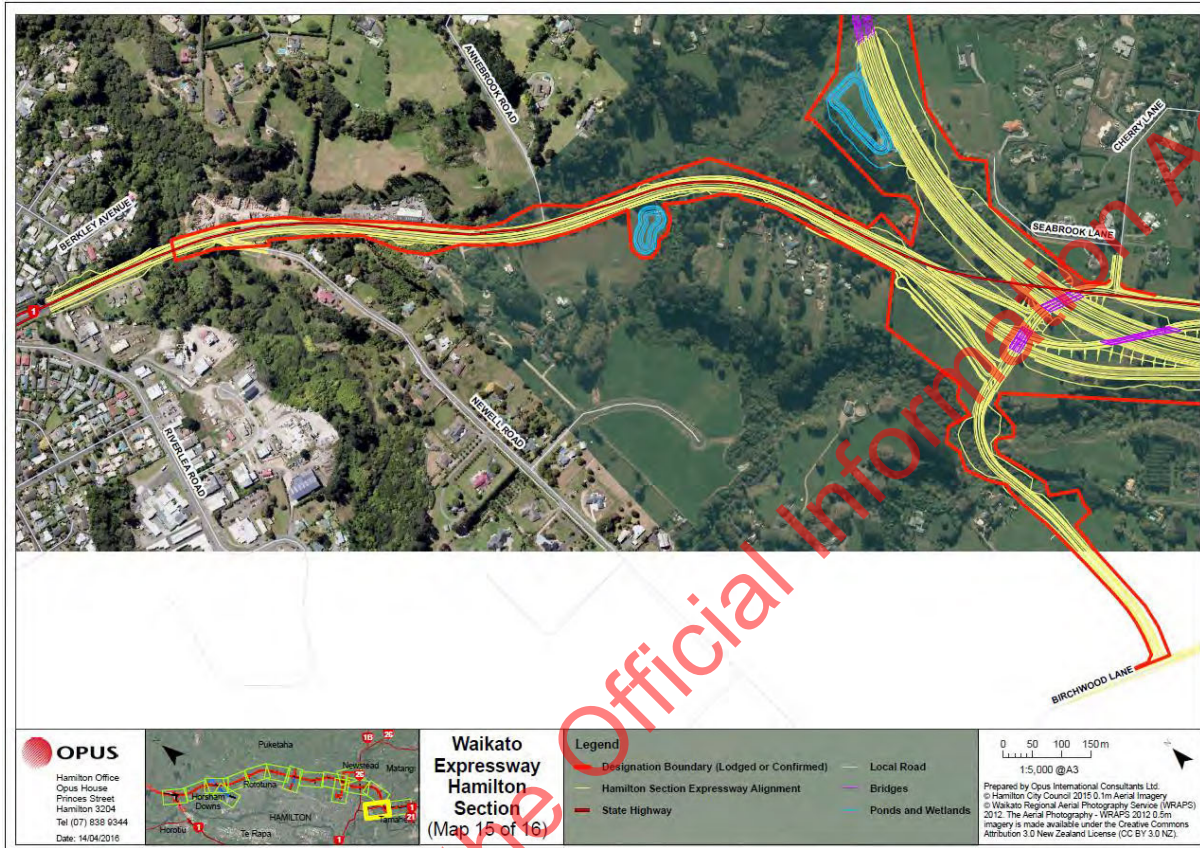
- the permission number; and
- the species and number of any animals collected and released; and
- the GPS location (or a detailed map) of the collection point(s) and release point(s); and
- results of all surveys, monitoring or research; and
- description of how the Lizard Management Plan was implemented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

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

## Miscellaneous

22. The Authority Holder must adhere to the DOC-approved Lizard Management Plan and alternative restoration site within the Mangakotukutuku Gulley, adjoining Edgeview Crescent, Fitzroy, Hamilton, as submitted to the Department of Conservation. Any amendments to the Lizard Management Plan must be approved by the Granter.

## SCHEDULE 4





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

Authorisation Number: 93567-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 30<sup>th</sup> day 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 30<sup>th</sup> day of July 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-



- 1. Suitably experienced and qualified staff under the direct supervision of Authorised Personnel subject to schedule 3 clause 2.

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

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

### **3. Costs**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart, Business Support Manger 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 located on public conservation land

Authorisation Number: 93569-FAU

**THIS AUTHORITY** is made this 6<sup>th</sup> day of August 2021

### **PARTIES:**

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

**AND**

**Transpower New Zealand Limited** (the Authority Holder)

### **BACKGROUND:**

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

### **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor:

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

s9(2)(a)

SIGNED on behalf of the Grantor by Nicola Holmes, *Pou Matarautaki* Operations Manager, Central Otago acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Chris Sydney

Witness Occupation: Community Ranger

Witness Address: 1 Ballantyne Road. Wanaka 9305

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> <ol style="list-style-type: none"> <li>To catch alive and liberate the absolutely protected wildlife listed below for the purpose of species management: <ol style="list-style-type: none"> <li><b>McCann's skink</b> <i>Oligosoma maccanni</i></li> <li>Korero gecko <b>Woodworthia "Otago-large"</b></li> <li>Southern grass skink <i>Oligosoma aff. polychroma</i>; Clade 5</li> </ol> </li> <li>To kill the absolutely protected wildlife listed below incidental to construction works: <ol style="list-style-type: none"> <li><b>McCann's skink</b> <i>Oligosoma maccanni</i></li> <li><b>Korero gecko</b> <i>Woodworthia "Otago-large"</i></li> <li>Southern grass skink <i>Oligosoma aff. polychroma</i>; Clade 5</li> </ol> </li> </ol> <p>B. Methodology:</p> <ol style="list-style-type: none"> <li>Catch by hand.</li> </ol>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Roxburgh to Islington A transmission line between Naseby and Livingstone via Dansey's Pass Road. Towers 292A to 436.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<ol style="list-style-type: none"> <li>s9(2)(a)</li> <li>Others under the supervision of s9(2)(a)</li> </ol>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 23 July 2021 and ending on and including 23 July 2026</p>
5.	<p><b>Authority Holder's</b> address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>Waikoukou 22 Boulcott Street PO Box 1021 Wellington 6140</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team</p>

		<p>Level 4 73 Rostrevor Street 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 always carry a copy of this Authority with them 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

#### Lizard Management Plan

- 1) The Authorised Activity must be undertaken in accordance with the Lizard Management **Plan titled “AN ASSESSMENT OF LIZARD SPECIES PRESENT ALONG THE ELECTRICITY TRANSMISSION CORRIDOR THROUGH DANSEY’S PASS, NORTH OTAGO”** dated April 2021 (hereafter referred to as ‘Lizard Management Plan’), annexed to this Authority as Schedule 4.

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

#### Ownership of absolutely protected wildlife

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

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

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

#### Injured wildlife

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

#### Avoidance

- 7) Prior to construction works the herpetologist will work with the Authority Holder and relevant contractors to identify (geo-reference, map, and mark on the ground) areas of gecko habitat to avoid damage by construction activity.
- 8) The Authority Holder shall ensure that the project herpetologist is on-site for any construction works where lizards are likely to be disturbed or harmed.

#### Salvage and Relocation

- 9) The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (i) using methods described in the Lizard Management Plan and attached as Schedule 4.
- 10) During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (i) are found within the footprint of the development or within a release site, the Authority Holder must immediately contact the Department of Conservation (DOC) Dunedin District Office Operations Manager, for further advice.

#### Capture and Handling

- 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) Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 13) Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
- 14) The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. All gear should be thoroughly cleaned and dried between sites.
- 15) 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.

#### Salvage Reporting

- 16) The Authority Holder must provide a salvage report including the following information to the Grantor 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 lizard species 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 were relocated; and
  - (d) The extent of all lizard habitat clearance/disturbance across the footprint.

- 17) The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
- 18) Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

#### SCHEDULE 4

Lizard Management Plan stated “AN ASSESSMENT OF LIZARD SPECIES PRESENT **ALONG THE ELECTRICITY TRANSMISSION CORRIDOR THROUGH DANSEY’S PASS, NORTH OTAGO**” dated April 2021 - [DOC-6729204](#). 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: 93597-FAU

**THIS AUTHORITY** is made this 2<sup>nd</sup> day of August 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 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><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 catch alive and liberate Southern grass skink <i>Oligosoma aff. polychroma</i> Clade 5, and McCann's Skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan dated May 2021 titled "Lizard Management Plan: Rapanui Shag Rock Major Cycleway Route – Section 3B" contained under Schedule 4 of this Authorisation, subject to Schedule 3.</li> <li>ii. To kill Southern grass skink <i>Oligosoma aff. Polychroma</i> Clade 5 and McCann's Skink <i>Oligosoma maccanni</i> incidental to construction works.</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>ii. Catch alive by hand</li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p><b>Rapanui Section 3B</b> – Charlesworth Reserve: A route through the reserve linking up with Humphreys Drive.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>Chris McClure Others under the direct supervision of Chris McClure</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 2 August 2021 and ending on and including 30 June 2026</p>
5.	<p><b>Authority Holder's address for notices</b> (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: 53 Hereford Street Christchurch Central Christchurch 8154</p> <p>Phone: 03 941 8999 Email: Adrian.Thein@ccc.govt.nz</p>
6.	<p><b>Grantor's address for notices</b></p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4</p>

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

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Lizard Management Plan

1. The Authorised Activity and mitigation must be undertaken in accordance with the Lizard Management Plan titled "Lizard Management Plan: Rapanui Shag Rock Major Cycleway Route – Section 3B" and dated May 2021 (hereafter referred to as 'Lizard Management Plan'), annexed to this Authority as Schedule 4.
2. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

#### Ownership of absolutely protected wildlife

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

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

5. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die the Authority Holder must inform the Grantor within 24 hours.

#### Injured wildlife

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

#### Salvage and Relocation

7. Lizards must only be handled by Authorised Personnel [Chris McClure], or under the direct supervision of the Authorised Personnel.
8. 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) Mahaanui District Office Operations Manager, for further advice.

#### Capture and Handling

9. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.
10. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

11. 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/>
12. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
13. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.

### **Salvage Reporting**

14. The Authority Holder must provide a salvage report including the following information to the Grantor 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 lizard species salvaged; and
  - c. The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
  - d. The methods used to create the lizard habitat, including photographs of key design features; and
  - e. 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).
15. 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: 93606-FAU

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

### PARTIES:

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

AND

Tasman Property 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 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>To kill southern grass skinks <i>Oligosoma aff</i> in development of a subdivision subject to mitigation set out in the Lizard Management Plan (Schedule 4).</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>(Private) s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>The Authority Holder and staff contracted by the Authority Holder to undertake the development activity.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 13<sup>th</sup> October 2021 and ending on and including 13<sup>th</sup> October 2023</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: 85 Montreal Street Sydenham Christchurch 8140 New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p><b>Grantor's address</b> for notices</p>	<p><b>The Grantor's address for all correspondence is:</b></p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The 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. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "Lizard Management Plan for s9(2)(a) s9(2)(a) and dated May 2021, attached in Schedule 4.
3. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  4. inform the Grantor [or insert other contact person] within 24 hours; and
  5. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  6. send the body to Massey University Wildlife Post Mortem Service for necropsy, along with **details of the animal's history**;
  7. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  8. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
9. The Authority Holder must not euthanise any wildlife unless:
  10. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  11. a veterinarian recommends euthanasia on animal welfare grounds; or
  12. the Authority Holder euthanises the wildlife under direction from the Grantor
13. DOC Operations Manager Andy Thompson s9(2)(a) or [anthompson@doc.govt.nz](mailto:anthompson@doc.govt.nz) ) is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.
14. DOC 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.
15. A report is to be submitted in writing to the DOC Operations Manager, by 30 June each year for the life of this Authorization, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
  - a. The permissions number; and

- b. The species and number of any animals found in the new recreation reserve
- 16. The Authority Holder shall set up and maintain a minimum of four (4) large mammal traps within the 1000m2 **“lizard garden”** specified in the Lizard Management Plan [B1 – **s9(2)(a)** LMP].
  - a. The trapping shall follow best practice techniques as outlined in the Predator Free 2050 – A practical guide to trapping <https://www.doc.govt.nz/globalassets/documents/conservation/threats-and-impacts/pf2050/pf2050-trapping-guide.pdf>
  - b. Trapping shall be undertaken for at least two years after the completion of the **“lizard garden”**.
  - c. Traps (e.g., the DOC 150, DOC 200, or AT220 self-resetting traps) shall be used to target mammalian pests such as; rats, hedgehogs, possums, ferrets, stoats, and weasels.

Released under the Official Information Act



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

Authorisation Number: 93608-FAU

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

### **PARTIES:**

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

**AND**

**Te Puna Waiora RV 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 (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 Bronwyn Bauer-Hunt as Operations Manager Bay of Islands acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Lara McDonald  
community Ranger.

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

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	a. Activity: <ul style="list-style-type: none"> <li>i. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of salvage.</li> <li>ii. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of salvage.</li> <li>iii. to kill the absolutely protected wildlife listed under Schedule 4 of this Authority.</li> </ul> b. Method: <ul style="list-style-type: none"> <li>i. Artificial Cover Objects; diurnal searches; hand capture; net/suitable container; and</li> <li>ii. otherwise in accordance with the NZ Environmental Lizard Management Plan prepared by Dr Gary Bramley submitted with the application giving rise to this Authority.</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	a. Catch alive, kill: <ul style="list-style-type: none"> <li>i. 57C Hall Road and 22 Limelight Lane, Kerikeri.</li> </ul> b. Liberate: <ul style="list-style-type: none"> <li>i. At the site depicted in the map in Schedule 5 of this Authority.</li> </ul>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s 9(2) (
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 September 2021 and ending on and including 31 August 2024.
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)    Email: s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is:

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

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

3. The Authorised Activity must be undertaken in accordance with the application submitted by Te Puna Waiora RV Limited titled "Wildlife Act Authority (General) Application form 9" dated 20 May 2021 attached as Schedule 6 subject to the terms and conditions of this Authority.
4. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

#### **Mitigation Conditions**

5. The Authority Holder is only permitted to release wildlife that are listed in Schedule 4 using methods described in the application titled Wildlife Act Authority (General) Application form 9" dated 20 May 2021.

#### **Incidentally kill wildlife**

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

#### **Lizard Capture and Handling**

7. Lizard capture, handling and relocation should be undertaken at a suitable time of year, between September and May when lizards are active, as advised by a suitably experienced herpetologist and in accordance with this Authority.
8. Lizards must only be handled by Authorised Personnel or under the direct supervision of the Authorised Personnel.

9. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
10. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
11. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
12. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
13. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
14. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
15. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus. Current hygiene protocols will be provided to the permit holder by the relevant Office when contacted in advance of intended survey/research visit.

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

16. 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 Grantor. 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.
17. 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**

18. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor within 3 working days; 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.

### **Other conditions**

- 19. In cases where vegetation clearance is staged, the Authority Holder is encouraged to remove the ACO to minimise vegetation loss.
- 20. A location onsite should be established at the beginning of the stage 2 project, where reasonably practicable, to minimise the time lizards are held in cloth bags during opportunistic finds, and any lizards captured should be transferred immediately to the onsite location.
- 21. Habitat enhancement for the relocation site should use native species debris, logs and for revegetation.
- 22. Copper Skinks found in the same location are to be kept together when relocated.
- 23. The Authority Holder is encouraged to agree to Kaitiaki involvement in the lizard salvage.

### **Lizard Salvage Reporting**

- 24. A report is to be submitted to the Grantor and addressed to the Operations Manager at the Bay of Islands Office quoting number 93608-FAU, by 30 June each year for the duration of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - The permissions number (93608-FAU)
  - 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)

Released under the Official Information Act

## SCHEDULE 4

### SPECIES

Common Name	Scientific name
Copper Skink	<i>Oligosoma aeneum</i>

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## SCHEDULE 5

### MAP



Figure 1 The green shading represents the release site.



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

Authorisation Number: 93616-FAU

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

### **PARTIES:**

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

**AND**

**The Wellington Company Limited** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

s9(2)(a)

Witness Signature

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

**SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>Catch alive, hold in possession, liberation and killing of species listed below.</p> <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 ornatum</i></td></tr><tr><td>Northern grass skink</td><td><i>Oligosoma polychrome</i></td></tr><tr><td>Glossy brown skink</td><td><i>Oligosoma zelandicum</i></td></tr><tr><td>Ngahere gecko</td><td><i>Mokopirirakau granulatus</i></td></tr><tr><td>Raukawa gecko</td><td><i>Woodworthia maculate</i></td></tr><tr><td>Minimac gecko</td><td><i>Woodworthia "Marlborough mini"</i></td></tr><tr><td>Barking gecko</td><td><i>Naultinus punctatus</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>Oligosoma aeneum</i>	Ornate skink	<i>Oligosoma ornatum</i>	Northern grass skink	<i>Oligosoma polychrome</i>	Glossy brown skink	<i>Oligosoma zelandicum</i>	Ngahere gecko	<i>Mokopirirakau granulatus</i>	Raukawa gecko	<i>Woodworthia maculate</i>	Minimac gecko	<i>Woodworthia "Marlborough mini"</i>	Barking gecko	<i>Naultinus punctatus</i>
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Minimac gecko	<i>Woodworthia "Marlborough mini"</i>																			
Barking gecko	<i>Naultinus punctatus</i>																			
2.	<b>The Land</b> (Schedule 2, clause 2)	(Private) Shelley Bay site, Miramar, as shown in the map in Schedule 4.																		
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>2. Personnel under the direct supervision of Authorised Personnel</p>																		
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 17 <sup>th</sup> November 2021 and ending on and including 16 <sup>th</sup> November 2024																		
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>L12, I centre 50 Manners Street Te Aro Wellington 6142 New Zealand</p> <p>Phone: s9(2)(a)</p> <p>s9(2)(a)</p>																		
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</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 Adhere to approved application**

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled “2116\_Shelly Bay\_Lizard Management Plan\_20Oct21.issued.pdf” and dated 20/10/2021, as submitted in their revised 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 “2116\_Shelly Bay\_Lizard Management Plan\_20Oct21.issued.pdf” and dated 20/10/2021, as submitted in their revised 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, Angus Hulme-Moir at [ahulme-moir@doc.govt.nz](mailto:ahulme-moir@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-authorised species will be required.

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

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

## 6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, s9(2)(a) 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, August – 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, Angus Hulme-Moir at [ahulme-moir@doc.govt.nz](mailto:ahulme-moir@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).

## SCHEDULE 4

Salvage sites as set out in the lizard management plan titled “the lizard management plan titled “2116\_Shelly Bay\_Lizard Management Plan\_20Oct21.issued.pdf” and dated 20/10/2021, as submitted in their revised application, as submitted in their revised application.



Figure 1. Shelly Bay site, lizard habitat (purple area), earthworks extent (blue line), site boundary (red line)



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

Authorisation Number: 94649-FAU

**THIS AUTHORITY** is made this 30th day of March 2022

### **PARTIES:**

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

**AND**

**Kennedy Point Marina Development 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 Natasha Ryburn, Director Planning, Permissions and Land acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a) Activity – to catch alive, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953</p> <p>b) Species – Little penguin (<i>Eudyptula minor</i>)</p> <p>c) Quantity – as required</p> <p>d) Method – Penguins will be caught by hand, placed into a ventilated carrier box and immediately released into a crevice further along the breakwater (approximately 150 metres)</p>
2.	The Land (Schedule 2, clause 2)	Kennedy Point Breakwater, Waiheke Island
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 April 2022 and ending on and including 31 August 2023
5.	Authority <b>Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>5 Auburn Street, Level 1 Takapuna Auckland 0622 New Zealand</p> <p>Phone: s9(2)(a)</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 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. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, however the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The activity of capturing, handling, and relocating **kororā** must be undertaken in accordance with the **Authority Holder's** Auckland Council Certified Penguin Management Plan dated August 31<sup>st</sup> 2021. Any amendments to the August 31 2021 Penguin Management Plan approved by Auckland Council will not apply to or have any effect under this Authorisation unless or until such amendments are approved by the Grantor.
4. The Authority Holder must inform the Department at least 48 hours prior to scheduled rock removal so Departmental observers can attend to ensure **kororā** are not harmed.
5. The Authority Holder must provide a live-stream (and recording) of the Authorised Activity to the Department of Conservation, Terrestrial Science Unit - Northern Advice Team to monitor the activity.
6. The Authority Holder must advise Ngati Paoa Trust Board and Ngati Paoa Iwi Trust at least 48 hours prior to scheduled rock removal so observers can attend. Contact details can be obtained from the Grantor.
7. The Authority Holder must invite Ngati Paoa Trust Board and Ngati Paoa Iwi Trust representatives to be involved in **the release of any kororā, provided it is safe to do so.**
8. The Activity must only be carried out in the **kororā** non-breeding and non-moulting period between April 1<sup>st</sup> and June 30<sup>th</sup>.
9. On each day of work requiring rock movement, the work area shall be visually **inspected by the Authority Holder for the presence of kororā, including burrowscope** inspection of previously active burrows.
10. If an active burrow is detected (viable eggs, chicks or moulting bird), the area around the **kororā's** nest must be cordoned off and no work is to be carried out within 20m of the active burrow. Temporary signs must also be established to inform the public that a penguin is present and not to be disturbed.

11. Rocks shall be moved one at a time using a claw-equipped digger in the presence of the Authority Holder.
12. After each rock is **moved, the space shall be reinspected for kororā presence by the** Authority Holder before work continues.

Capture and Handling of kororā

13. **Kororā** must only be handled by Authorised Personnel listed in Schedule 1 Clause 3.
14. **Kororā** can only be captured, handled, and relocated if they are not nesting and/or moulting. Any kororā that is nesting and/or moulting must not be captured, handled, and relocated until the nesting and/or moulting is complete.
15. Kororā shall be caught by hand by the Authorised Personnel and placed in a cloth bag before being transferred to a pet-carrier box for relocation.
16. **Captured kororā must be released into a suitable crevice in an undisturbed part of the** breakwater within 2 hours of capture.
17. The Authority Holder must keep a record of all kororā encountered, captured and or relocated before or during construction. For kororā which are moved, these records are to be provided to the Grantor on the day of movement. Records must be emailed to [Aucklandpermissions@doc.govt.nz](mailto:Aucklandpermissions@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and include the Authority Number and Authority **Holder's name**.
18. The Authority Holder must not mark the heads of kororā, apply any other mark or band while undertaking the Activity.

Injury and/or Death of kororā

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



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

Authorisation Number: 94656-FAU

THIS AUTHORITY is made this 5<sup>th</sup> day of May 2022

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

## OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

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

AUTHORISES the Authority Holder pursuant to section 5 of the National Parks Act 1980 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Connie Norgate, Operations Manager Whanganui 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.

Released under the Official Information Act

# SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<ul style="list-style-type: none"> <li>a. Activity <ul style="list-style-type: none"> <li>i. Catch alive</li> <li>ii. Mark</li> <li>iii. Liberate</li> </ul> </li> <li>b. Species <ul style="list-style-type: none"> <li>i. Titipounamu/Rifleman (<i>Acanthisitta chloris</i>)</li> </ul> </li> <li>c. Quantity <ul style="list-style-type: none"> <li>i. Up to 60 individuals</li> </ul> </li> <li>d. Methods <ul style="list-style-type: none"> <li>i. Catch using mist nets</li> <li>ii. Mark using leg bands</li> </ul> </li> <li>e. Frequency <ul style="list-style-type: none"> <li>i. Up to a total of 3 translocation events</li> </ul> </li> </ul>
2.	The Land (Schedule 2, clause 2)	<ul style="list-style-type: none"> <li>a. Source site: <ul style="list-style-type: none"> <li>i. Public Conservation Land: Egmont National Park (catch alive and mark)</li> </ul> </li> <li>b. Release site: <ul style="list-style-type: none"> <li>i. Other land: Bushy Park Private Scenic Reserve (liberate)</li> </ul> </li> </ul>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> <li>s 9(2)</li> <li>c. Up to six experienced personnel under the direct supervision of s9(2)(a)</li> </ul>
4.	Term (Schedule 2, clause 4)	Commencing on and including 5 May 2022 and ending on and including 4 July 2024.
5.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>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 Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. General Conditions

- 1.1 If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.
- 1.2 Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live titipounamu, dead titipounamu, any parts of such titipounamu, and any eggs or progeny.
- 1.3 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.
- 1.4 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
  - 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; and
- 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

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

- 1.5 If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
  - a. inform the Grantor within 48 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.

#### 2. Adhere with translocation proposal

- 2.1 The translocation of wildlife must be undertaken in accordance with the approved translocation proposal titled "BP\_Tarapuruhi\_Titipounamu\_2022\_Full Translocation\_Proposal\_11" also appended in 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.

### 3. Translocation Reporting

- 3.1 Within two months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any titipounamu authorised by this Authority. This report must be electronically forwarded to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz), [whanganui@doc.govt.nz](mailto:whanganui@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 94656-FAU.
- 3.2 From 1 May 2022 until 30 June 2024, the Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any titipounamu authorised by this Authority. This report must be electronically forwarded to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz), [whanganui@doc.govt.nz](mailto:whanganui@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 94656-FAU. This report must be submitted by 30 June annually.
- 3.3 Upon expiry of the authorisation to catch alive, mark and liberate titipounamu or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at [newplymouth@doc.govt.nz](mailto:newplymouth@doc.govt.nz), [whanganui@doc.govt.nz](mailto:whanganui@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority number 94656-FAU.
- 3.4 All reports must contain the following:
- the Authority Number 94656-FAU; and
  - number of titipounamu released; and
  - date and time of titipounamu release; and
  - general description of the vegetation/habitat in the survey area; and
  - personnel involved; and
  - copies of banding records submitted to the banding office; and
  - any implications for conservation management
- 3.5 The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

### 4. Conditions for multiple transfers over time

- 4.1 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.

### 5. Mist netting

- 5.1 The Authority Holder must undertake the Authorised Activity in accordance with the application received and the **New Zealand National Bird Scheme Bird Bander's Manual (2011 edition)** ("the Bird Banding Manual").
- 5.2 A designated Level 3 Certified mist-netter, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
- 5.3 The Authority Holder must not leave any mist-net lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).

5.4 Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.

## 6. Banding

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

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

6.3 Colour banding is authorised, subject to prior approval of the colour band combinations by the Banding Office.

6.4 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.

6.5 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.

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

6.7 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/>)

6.8 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.

6.9 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.

## 7. Iwi involvement

7.1 **Hapū, both from Taranaki and Ngā Rauru**, are enabled to lead the formalities prior to catching titipounamu on Taranaki Mounga and also at the release site.

7.2 **Hapū have the opportunity to participate in catching and pre/post breeding monitoring.**