



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

Authorisation Number: 94672-FAU

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

### **PARTIES:**

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

**AND**

**Danne Mora Holdings Limited** (the Authority Holder)

### **BACKGROUND:**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Andy Thompson, 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.

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity - to catch alive and liberate absolutely protected wildlife under the Wildlife Act 1953 for salvage purposes.</p> <p>b. Species - Southern grass skinks <i>Oligosoma aff. polychroma</i> Clade 5</p> <p>c. Quantity – up to 200 specimens</p> <p>d. Method – 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.	<b>The Land</b> (Schedule 2, clause 2)	Council Land located at: 86 Sabys Road, Halswell, Christchurch as shown in Schedule 4
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a. s9(2)(a) or</p> <p>b. Other Wildlands Consultants personnel carrying out the activity under supervision of s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	2 years, commencing on and including 10 September 2021 and ending on and including 9 September 2023
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></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**

#### **Lizard Management Plan**

1. The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "LIZARD MANAGEMENT PLAN FOR THE CREAMERY PONDS, HALSWELL, CHRISTCHURCH" annexed to this Authority as Schedule 4, which forms a Part of this Authority.

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

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

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

4. Lizards must only be handled by Authorised Personnel s9(2)(a), or under the direct supervision of the Authorised Personnel.
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. 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 and as detailed in accordance with the Lizard Management Plan annexed to this Authority as Schedule 4.
8. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
9. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
10. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

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

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

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

### **Euthanasia**

13. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall take it to a wildlife veterinarian to be euthanized.

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

14. During wildlife salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must stop works and immediately contact Mahaanui District Department of Conservation Community Ranger on 03 341 9100.
15. The relocation habitat enhancement work should be completed as per the LMP and as far as possible in advance of the salvage operation or at least 2 weeks prior to the salvage being undertaken to allow the site to bed in.
16. The authority holder is responsible for maintaining plantings for at least 3 years or until they have established and for replacing plants if more than 10% are lost.
17. In the event that more than 20 lizards are captured then the Authority Holder shall carry out monitoring in accordance with the LMP.
18. Immediately following the release of lizards:
  - a. The Christchurch City Council must be informed of the lizard values here and how to safely weed and trim grass within the area. A recommendation should be made to add a note in their systems about avoiding broadcast spraying and mowing; and
  - b. An appropriate sign be installed noting something to this effect, "Lizard habitat, do not disturb lizards. Contact Christchurch City Council for more information".

### **Lizard Salvage Reporting**

19. A report is to be submitted in writing to the Grantor [enquiries@doc.govt.nz](mailto:enquiries@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz), within 3 months of the salvage being completed

summarising outcomes in accordance with the Lizard Management Plan. This report must include:

- a. the permission number (94672-FAU); and
- b. the species and number of any animals collected and released; and
- c. the GPS locations (or a detailed map) of the collection site(s) and release site(s); and
- d. Details of the release site rehabilitation work (Area 3), plant establishment and maintenance, and photographs of and a map of the rehabilitation works undertaken;
- e. Details of the post-works rehabilitation that occurred outside of the release site, including plant establishment and maintenance, any sightings of lizards during or after the rehabilitation works, and photographs of and a map of the rehabilitation works undertaken;
- f. results of all surveys, monitoring or research; and
- g. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release site was established, post release monitoring (if required) and what contingency actions were required.

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



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

Authorisation Number: 94673-FAU

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

### **PARTIES:**

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

**AND**

**Wellington 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 Angus Hulme-Moir, Wellington Operations Manager acting under delegated authority

in the presence of:

Leon Berard

Witness Signature

Witness Name: Leon Berard

Witness Occupation: Marine Ranger kapiti Wellington

Witness Address: 13b Wall place, kenepuru

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>To catch alive and liberate the following species for the purpose of species management:</p> <ul style="list-style-type: none"> <li>a) Copper skink <i>Oligosoma aeneum</i></li> <li>b) Northern grass skink <i>O. polychroma</i></li> <li>c) Ornate skink <i>O. ortatum</i></li> <li>d) Barking gecko <i>Naultinus punctatus</i></li> <li>e) Ngahere gecko Mokopirirakau Southern North island gecko</li> <li>f) Raukawa gecko <i>Woodworthia maculata</i></li> </ul> <p>To kill the following species incidental to slope stability works:</p> <ul style="list-style-type: none"> <li>a) Copper skink <i>Oligosoma aeneum</i></li> <li>b) Northern grass skink <i>O. polychroma</i></li> <li>c) Ornate skink <i>O. ortatum</i></li> <li>d) Barking gecko <i>Naultinus punctatus</i></li> <li>e) Ngahere gecko Mokopirirakau Southern North island gecko</li> <li>f) Raukawa gecko <i>Woodworthia maculata</i></li> </ul> <p>B. Quantity:</p> <ul style="list-style-type: none"> <li>a) As required.</li> </ul> <p>C. Methodology:</p> <p>Collect by hand</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	Kaiwharawhara Road, Ngaio Gorge
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>a) s9(2)(a)</li> <li>b) Other persons under supervision of s9(2)(a)</li> </ul>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	Commencing on and including 8 September 2021 and ending on and including 30 September 2027
5.	<p><b>Authority Holder's address for notices</b> (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>101 Wakefield Street Wellington 6140</p>

		<p>New Zealand</p> <p>Phone: 04 4994444</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>

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 "Updated Lizard Management Plan - Ngaio Gorge Stabilisation" and dated 28 May 2021 (hereafter referred to as 'Lizard Management Plan'), annexed to this Authority as Schedule 4.
2. In the event the Wellington City Council decides to stop pest control at Otari-Wilton's Bush Reserve within 5 years of this authority commencing, the Authority Holder shall provide a contingency plan for either (a) how suitable and effective pest control will be maintained, or (b) a suitable release site where relocated lizards (and any progeny) can be moved to and suitable and effective pest control can be undertaken for a further 5 years. The contingency plan must be approved by the Department of Conservation's Operations Manager, Kapiti Poneke, prior to relocating the lizards.
3. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.

#### Ownership of absolutely protected wildlife

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

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

6. 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 contact the Wellington District Office immediately within 24 hours.

#### Injured wildlife

7. 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

8. 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.
9. Lizards must only be handled by Authorised Personnel [Chris Wedding], or under the direct supervision of the Authorised Personnel.



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) 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. A separate holding bag must be used for each animal. 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 nbarnes@doc.govt.nz and permissionshamilton@doc.govt.nz within three months of the conclusion of the salvage:
  - a) Effort, dates, times and weather conditions of salvage and relocation; and
  - b) Number, age and sex of lizards salvaged, and the GPS coordinates (or a detailed map) of the collection point(s) and release point(s); and
  - c) The areas into which the skinks were relocated; and
  - d) The extent of all lizard habitat clearance/disturbance across the footprint, and the extent of lizard habitat created to offset losses; and
  - e) The methods used to create the lizard habitat, including photographs of key design features.
17. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).
18. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

## **SCHEDULE 4**

Updated Lizard Management Plan - Ngaio Gorge Stabilisation" dated 28 May 2021 (To be printed out and attached to the authority - [DOC-6768723](#)



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

Authorisation Number: 94706-CAP

**THIS AUTHORITY** is made this 3 day of November 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (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 Rebecca Rush, Operations Manager, Tamaki Makaurau/Auckland acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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

## SCHEDULE 1

1.	<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 lizards in captivity at a private address as listed in Schedule 4
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 01 November 2021 including 31 October 2026 and ending on and including
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)      
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act



## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

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

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

#### **Variations**

2. 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.

#### **Private captive holding (more common lizards)**

3. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity.
4. 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.
5. Lizard enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity.
6. 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.
7. 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.
8. 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.
9. 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.
10. The Authority Holder must notify the Grantor if they no longer wish to hold lizards.

The Authority Holder is responsible for managing breeding to acceptable numbers.

The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:

- the other person holds an Authority to keep the protected species in captivity; or
- the transfer is to a DOC facility.

**Private captive holding (less common lizards)**

11. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
  - transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau/hāpu/iwi.
12. 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.
13. 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.
14. The species must not be housed with any other species.
15. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
16. The lizards and their progeny may be obtained only from persons holding an Authority to keep that species of lizard in captivity.
17. The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance to an approved translocation proposal.
18. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.

## SCHEDULE 4

Scientific Name	Common Name
<i>H. granulatus</i>	Forest gecko
<i>Oligosoma smithi</i>	Shore skink
<i>H. duvucei</i>	Duvaucel's gecko
<i>O. infrapunctatum</i>	Speckled skink
<i>N. stelleratus</i>	Nelson green gecko
<i>N. rudis</i>	Rough gecko
<i>N. manukanus</i>	Marlborough green gecko
<i>N. gemmeus</i>	Jewelled gecko
<i>N. tubergeculatus</i>	Westland green gecko
<i>O. fallai</i>	Falla's skink
<i>O. alani</i>	Robust skink
<i>O. macgregori</i>	McGregor's skink
<i>O. waimatense</i>	Scree skink
<i>O. microlepis</i>	Small-scaled skink



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

Authorisation Number: 94721-CAP

**THIS AUTHORITY** is made this 4th 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 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 as 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>a) Activity – To hold the protected lizards in captivity.</p> <p>b) Species – as listed in Schedule 4 of this authority</p> <p>c) Purpose - to hold in permanent captivity.</p>
2.	<b>Location</b> (Schedule 2, clause 2)	<p>Private Residence:</p> <p>s9(2)(a)</p> <p></p> <p></p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	<p>3 (three) years Commencing on and including 04/10/2021 and ending on and including 03/10/2024.</p>
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></p> <p></p> <p></p> <p></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 [ 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 to 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.

## Schedule 4

### Species to be held:

Sr.No.	Lizard Species	Scientific Name
1.	Rough Gecko	<i>Naultinus rudis</i>
2.	Starred Gecko	<i>Naultinus stellatus</i>
3.	West Coast green gecko	<i>Naultinus tuberculatus</i>
4.	Jewelled gecko	<i>Naultinus gemmeus</i>
5.	Duvaucel's gecko	<i>Hoplodactylus duvaucelii</i>
6.	Goldstripe gecko	<i>Woodworthia crysosiretica</i>
7.	Shore skink	<i>Oligosoma smithi</i>
8.	Speckled skink	<i>Oligosoma infrapunctatum</i>
9.	McGregor's skink	<i>Oligosoma macgregori</i>
10.	Green skink	<i>Oligosoma choloronoton</i>
11.	Fallas skink	<i>Oligosoma fallai</i>

Released under the Official Information Act

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

Authorisation Number: 94721-CAP

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 28<sup>th</sup> day of June 2022

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

- A. By an Authorisation dated the 4<sup>th</sup> day of October 2022 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- 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 4 'Species to be held' to include *Naultinus manukanus*/ green gecko

#### **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 Angus Hulme-Moir, Operations Manager 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 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: 94726-CAP

**THIS AUTHORITY** is made this 24 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 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Tahi Rangiawha, Operations Manager Waikato acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Paul Hardy

Witness Occupation: Community Ranger Waikato

Witness Address: 5 Northway St. Te Rapa Hamilton



## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953</p> <p>b. Species – Rough Gecko (2) Duvaucel's Gecko (3)</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 24 August 2021 and ending on and including 24 August 2026
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></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. Property of the Crown

- 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.

#### 2. Adhere to Best Practice Guidelines

- 2.1 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)).

#### 3. Access to private property for inspection

- 3.1 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.
- 3.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
- 3.3 The Grantor may recover costs of inspections from the Authority Holder.

#### 4. Obtaining, disposing of and transfer of lizards

- 4.1 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.
- 4.2 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.
- 4.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 4.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 4.5 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)).

## **5. Husbandry standards**

- 5.1 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)).
- 5.2 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.
- 5.3 Different species of the same genus e.g. two different green gecko (Naultinus) species, must never be held together.
- 5.4 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.
- 5.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 5.6 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)).
- 5.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

## **6. Record keeping**

- 6.1 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.
- 6.2 The Authority Holder must complete an Annual Return in the format require

## **7. Insurance conditions**

- 7.1 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.
- 7.2 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.
- 7.3 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.

- 7.4 Where holders deviate from best practice recommendation, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.
- 7.5 The species must not be housed with any other species.
- 7.6 The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
- 7.7 The lizards and their progeny may be obtained only from persons holding an Authority to keep that species of lizard in captivity.
- 7.8 The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance to an approved translocation proposal.
- 7.9 The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.

Released under the Official Information Act



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

Authorisation Number: 94750-FAU

**THIS AUTHORITY** is made this 30th day of October 2021

## **PARTIES:**

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

**AND**

**Helps Pohatu Conservation 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 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) 41(1)(d) & 53 (2) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and

**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 Nicola Toki, Operations Director - Christchurch  
acting under delegated authority  
in the presence of:



s9(2)(a)

---

Witness Signature

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

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<ol style="list-style-type: none"> <li>1. Activity –               <ol style="list-style-type: none"> <li>a. to catch, handle, temporarily hold, release the absolutely protected wildlife Little Blue Penguin (<i>Eudyptula minor</i>) for the purposes of monitoring species recovery, research and education</li> <li>b. to mark through the use of PIT Tags</li> <li>c. to mark through the use of GPS loggers for the purposes of tracking at sea</li> <li>d. to take samples from the absolutely protected wildlife for molecular sexing and diet analysis</li> </ol> </li> <li>2. Quantity –               <ol style="list-style-type: none"> <li>a. PIT-tagging adults and fledglings as required</li> <li>b. GPS attachment up to 200 absolutely protected wildlife over the duration of this Authority</li> <li>c. Take samples –                   <ol style="list-style-type: none"> <li>i. Faeces – as required</li> <li>ii. Feathers – 3-4 samples per individual wildlife or up to 400 total samples</li> </ol> </li> </ol> </li> <li>3. Method –               <ol style="list-style-type: none"> <li>a. to catch alive, handle, temporarily hold the absolutely protected wildlife –                   <ol style="list-style-type: none"> <li>i. by hand</li> </ol> </li> <li>b. to mark by PIT tags –                   <ol style="list-style-type: none"> <li>i. the absolutely protected wildlife may only be microchipped by the Authorised Personnel subject to Schedule 3</li> <li>ii. the absolutely protected wildlife listed under Schedule 1 of the Authority may be caught, weighed, and fitted with an approved transponder insertion</li> </ol> </li> <li>c. to mark by GPS data loggers –                   <ol style="list-style-type: none"> <li>i. the absolutely protected wildlife may only be equipped with GPS data loggers by the authorised Personnel and subject to Schedule 3</li> <li>ii. the absolutely protected wildlife listed under Schedule 1 of the Authority may be caught, weighed, and fitted with an approved GPS data logger</li> </ol> </li> <li>d. to take samples –                   <ol style="list-style-type: none"> <li>i. of faeces- opportunistically off the ground or when wildlife defecate</li> </ol> </li> </ol> </li> </ol>
----	---	--

		ii. of feathers - clipped with scissors and opportunistically collected off the ground
4.	The Land (Schedule 2, clause 2)	Public Conservation Land:  1. Motunau Island Reserve  2. Pōhātū Government Purpose Reserve Wildlife Refuge
5.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>Authorised Activity –</p> <p>1. to catch alive, handle, temporarily hold the absolutely protected wildlife; and</p> <p>2. to take samples (faeces, feathers) from the absolutely protected wildlife</p> <p>s9(2)(a)</p> <p>Any other person deemed suitably qualified, experienced, and trained to undertake the authorised activity under the direct supervision of the Authority Holder.</p> <p>2. to mark through the use of PIT Tags</p> <p>s9(2)(a) – L2 transponder insertion (little penguins), YEP, trained in GPS device attachment/retrieval</p> <p>s9(2)(a) – L1 transponder insertion (penguins)</p> <p>s9(2)(a) – L3 transponder insertion (little penguins)</p> <p>s9(2)(a) – L3 transponder insertion (penguins)</p> <p>Any other person deemed suitably qualified, experienced, and trained to undertake the authorised activity under the direct supervision of the Authority Holder (Subject to conditions in Schedule 3 – Transponder Insertion).</p> <p>3. to mark through the use of GPS loggers</p> <p>s9(2)(a) – L2 transponder insertion (little penguins), YEP, trained in GPS device attachment/retrieval</p>

		<p>s9(2)(a) – L3 transponder insertion (penguins), trained in GPS device attachment/retrieval</p> <p>Any other person deemed suitably qualified, experienced, and trained to undertake the authorised activity under the direct supervision of the Authority Holder.</p>
6.	Term (Schedule 2, clause 4)	Commencing on and including and ending on and including 30 October 2021 – 29 September 2031
7.	<b>Authority Holder's</b> address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p>Email: conservation@pohatu.co.nz</p>
8.	<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. This Authorisation gives the Authority Holder the right to catch alive, liberate and mark absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authorised Activities shall be undertaken for research and monitoring purposes only and this research and monitoring is limited to that contained in the research proposal titled "*Kororā Monitoring and Research Proposal*", which was submitted with the application to the Grantor to obtain this Authority.
4. The Authorised Activity shall only be undertaken in accordance with the monitoring protocols submitted to the Grantor in respect of obtaining this Authority.
5. The Authorised Activities must only be undertaken at the locations contained in Schedule 4 of this Authority.

#### Transponder Insertion

6. Insertion of transponders should be carried out according to the relevant Best Practice guidelines for Little Penguins.
7. A nominated operator, certified as a Level 3 operator under the New Zealand National **Bird Banding Scheme (NZNBBS) for little penguins/kororā 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.
8. Electronic records of birds marked with transponders are to be submitted to the Banding Office at least annually (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
9. 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.

#### GPS Devices

10. Device attachment is only to be performed by personnel experienced and trained in this particular activity.
11. GPS devices may be attached to up to 200 Little Penguins total across the term of this authority. The combined weight of the device and attachment material on the bird must not exceed 5% of its body weight. Attachment of GPS devices should be using cloth tape rather than being glued to the feathers. The position of the device should be placed in such a way as to minimise hydrodynamic drag (lower back) as per best practice.



12. Although these will be shed during the annual moult if not removed, the applicants need to employ all reasonable efforts to retrieve and remove devices from birds after a single foraging trip.
13. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
14. If any of the wildlife should die whilst exercising this Authorisation, the Authority Holder must:
  - a. **inform the Grantor's Mahaanui District Office** ([mahaanui@doc.govt.nz](mailto:mahaanui@doc.govt.nz)) within 24 hours
  - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - c. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
  - d. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Sample collection

15. Feathers may be removed from the wildlife prior to moulting. The Authority Holder may use these feathers for stable isotope analysis for the purpose of determining diet composition as well as for molecular determination of sex.
16. All feathers must be removed by clipping with sterile scissors or collected opportunistically off the ground
17. All scissors used to clip feathers must be rinsed in alcohol prior to taking further feather samples from another bird.
18. The Authority Holder may weigh chicks. Chicks must be removed one at a time from the clutch, placed in a cloth bag and weighed with a handheld scale. All chicks must be returned to the nest once weighed.

#### Reporting

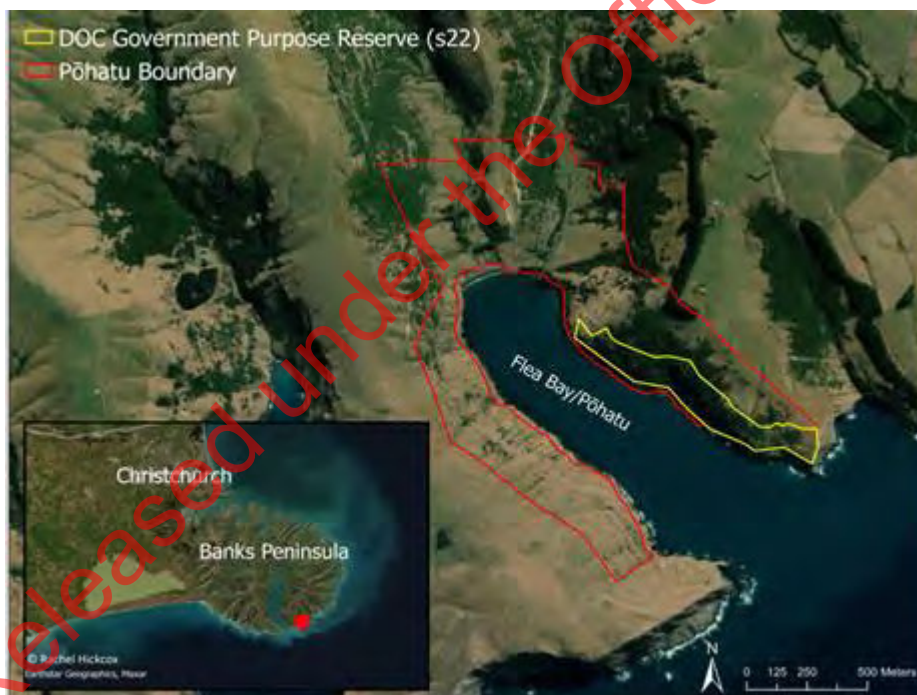
19. For the duration of this Authority, prior to carrying out the Authorised Activities under Schedule 1.1.1, the Authority Holder must provide the Grantor with a species plan of no more than 600 words, that includes a description of the following:
  - a. what is proposed;
  - b. location information;
  - c. methods; and
  - d. notwithstanding Schedule 2.2, the dates when activities are to be carried out
20. The species plans referred to at Schedule 3.15 must be submitted before 31 December **in any given year, must be prepared in conjunction with a ranger from the Grantor's Mahaanui District Office** ([mahaanui@doc.govt.nz](mailto:mahaanui@doc.govt.nz)) nominated by the Grantor.

21. 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) citing Authority number 94750-FAU. This report must be submitted by the 31<sup>st</sup> of July detailing the period ending 30 June.
22. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final report to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within one month of its completion with the following:
  - a. the Authority Number [94750-FAU];
  - b. a summary of research findings; and
  - c. any implications for conservation management

23. 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





Released under the Official Information Act



## Wildlife Act Authority

Authorisation Number: 94768-FAU

**THIS AUTHORITY** is made this 15th day of November 2021

### **PARTIES:**

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

**AND**

**Babbage Consultants 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 Deidre Ewart as Business Support Manager acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General'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)	<ul style="list-style-type: none"> <li>i. Catch alive and temporarily possess the protected wildlife listed in Schedule 4 for the purpose of salvage.</li> <li>ii. Liberate the protected wildlife listed in Schedule purpose of salvage 4</li> <li>iii. Kill the protected wildlife listed in Schedule 4.</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	Harrisons Cut, Papamoa Beach Road as depicted in Schedule 5.
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Other suitably qualified persons under the direct supervision of one or more of the abovenamed persons</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 15 November 2021 and ending on and including 31 April 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>Level 4, 68 Beach Road</p> <p>Auckland Central</p> <p>Auckland 1140</p> <p>New Zealand</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**

#### **A. General**

##### **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 subject to conditions of this Authority**

3. The Authorised Activities shall be carried out in accordance with the revised *LIZARD & KATIPO SPIDER MANAGEMENT PLAN* dated November 2021, prepared by Bioresearch's, 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.

##### **Incidentally killing of specified protected wildlife**

5. The Authority Holder is permitted to kill protected wildlife, which is the subject of this Authority, provided that there is full compliance with the terms and conditions expressed and implied in this Authority and that every reasonable effort is made by the Authority Holder to avoid such incidental killing.

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

6. If any wildlife should die during the authorised activities, 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.

## **B. Special Conditions - Lizards**

### **Lizard Capture and Handling**

7. Lizard capture, handling and relocation may only be undertaken at a suitable time of year, between October 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 any pit-fall trap must be perforated to allow drainage of water.
12. The Authority Holder must ensure all live capture 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.
16. DOC Operations Manager Jeff Milham is to be contacted via email immediately ([jmilham@doc.govt.nz](mailto:jmilham@doc.govt.nz)) for further advice if wildlife other than those listed in Schedule 4 are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

## **C. Reporting/Monitoring**

### **Reporting**

17. A report regarding the lizard salvage is to be submitted to the Grantor via email to: [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz) quoting number 94768-FAU, by 30 June each year, or a date otherwise mutually agreed with the Grantor in writing, for the duration of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:

- The permissions number 94768-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)

### **Katipo Spider Salvage Reporting**

18. An annual report regarding the katipo spider salvage is to be submitted to the Grantor via email to: [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz) quoting number 94768-FAU in the same manner as prescribed in, clause 17 above, with the necessary modifications.

## SCHEDULE 4

### PROTECTED WILDLIFE

Common Name	Scientific Name
Copper skink	<i>Oligosoma aeneum</i>
Ornate skink	<i>Oligosoma ornatum</i>
Shore skink	<i>Oligosoma smithi</i>
Moko skink	<i>Oligosoma moco</i>
Katipo spider	<i>Latrodectus katipo</i>

Released under the Official Information Act

## SCHEDULE 5

### THE LAND



**Figure 1** The affected area of potential habitat consists of rough grass along the true left bank of a drainage channel as marked in red.

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

Authorisation Number: 94779-FAU

**THIS AUTHORITY** is made this day the 23<sup>rd</sup> 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) subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

s9(2)(a)

Witness Signature

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)	Holding protected wildlife in captivity for the purpose of rehabilitation, only species specified in schedule 3.1.
2.	<b>The Land</b> (Schedule 2, clause 2)	Private property: 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 24 <sup>th</sup> September 2021 and ending on and including 23 <sup>rd</sup> September 2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)     
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

#### General

1. Only species listed below may be held under this authority:

Common Name	Scientific Name	NZ threat classification
Kārearea / New Zealand Falcon	<i>Falco novaeseelandiae ferox</i>	At Risk – Recovering
Kahu / Swamp Harrier	<i>Circus approximans</i>	Not Threatened
Barn Owl	<i>Tyto alba</i>	Coloniser
Ruru / Morepork	<i>Ninox novaeseelandiae</i>	Not Threatened
Little Owl	<i>Athene noctua</i>	Partially Protected/Introduced and Naturalised

2. The Authority Holder must notify the Grantor immediately on receipt of a protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
3. The Authority Holder must ensure that any New Zealand falcon with leg, foot or wing injuries must be assessed by an avian or wildlife veterinarian to understand whether the injuries will preclude release. This will be at the Authority Holder's own cost.
4. 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.
5. All wildlife must be released where it was found or as directed by the Grantor.
6. Authority holders must comply with the requirements of the Captive Health Care Workbook 2004. [Schedule 4.1]
7. Wildlife held for rehabilitation shall not be displayed to the public.
8. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor [Rebecca Rush] has given her prior written approval to meet such costs.
9. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz). [Schedule 4.2]
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. [Schedule 4.3]
11. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.

12. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.

### **13. Media**

14. 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.
15. 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.

### **16. Euthanasia**

17. 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
18. In all other cases, the Authority holder must not euthanise wildlife unless:
- a. The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor
  - b. A veterinarian recommends euthanasia on animal welfare grounds; or
  - c. The Authority Holder euthanises wildlife under direction of the Grantor.
19. For acceptable methods of avian euthanasia view the policy document developed by the New Zealand Veterinary Association. (Schedule 4.4)

### **20. Falconry**

21. The Authority Holder shall abide by the standards relating to the welfare and use of raptors for falconry as recommended by the Wingspan Birds of Prey Trust or the New Zealand Falconers Association.
22. The raptor shall be held in hygienic and humane conditions catering for its full dietary and space requirements over the period it is held.
23. The Permit Holder shall ensure the highest husbandry standards are maintained, consistent with the provisions of the Animal Welfare Act 1999 and all other relevant legislation.
24. If the raptor is to be tethered aluminium anklets must be used and when flying the jesses must not contain slits. All tethering equipment must conform to the recommendations of the Wingspan Birds of Prey Trust or the New Zealand Falconers Association and be made available for inspection as reasonably requested.

25. The raptors shall not be used for breeding purposes.
26. The Permit Holder shall not fly and hunt the raptor where it is likely to impact on threatened wildlife. Should any native species be caught, the Permit Holder shall inform the relevant Conservator for the Conservancy in which the incident occurred within one week, detailing the location and species caught.
27. If the Permit Holder intends to fly/hunt the raptor on land administered by the Department of Conservation, a separate hunting permit will be required from the relevant Conservancy office.
28. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder must provide an appropriate explanation why the Authorised Activity is taking place.

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 94782-CAP

THIS AUTHORITY is made 20<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 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) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 20 July 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] [REDACTED]

		<div>s9(2)(a)</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: **94791-CAP**

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

Stephanie Bowman, Permissions Manager, Hamilton

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Bryn Sheppard, Team Lead – Permissions

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)	<u>Activity:</u> To hold in captivity, red-crowned kakariki/parakeet ( <i>Cyanoramphus novaezelandiae</i> ).  <u>Quantity:</u> 5 at time of issue of authority: Mutually agreed that numbers may fluctuate up or down, due to deaths/acquisitions/breeding success  <u>Method:</u> The birds shall be held in a purpose-built aviary
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 November 2021 and ending on and including 31 October 2026)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a) [Redacted] [Redacted] [Redacted] [Redacted]
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Department of Conservation 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 Authority does not authorise the Authority Holder to develop or assist the establishment of similar facilities on other properties.
2. The kakariki are to be held in purpose-built aviaries on the land described in Schedule 1, clause 2.
3. The Authority Holder must make available for inspection by the Grantor at all reasonable times, all of the kakariki and the enclosures in which they are kept.
4. The kakariki shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
5. If required by the Grantor, the Authority Holder shall make such improvements to the enclosures referred to in special conditions 2 - 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the kakariki.
6. All kakariki must be banded by the Authority Holder or his representative, to allow individuals to be identified.
7. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
8. Should any kakariki die, the Authority Holder must contact the Grantor's Motueka Office and follow their advice as to disposal.
9. The Authority Holder shall notify the Grantor if he no longer wishes to hold kakariki, and this Authority will be terminated.
10. The Authority Holder is responsible for re-homing (transfer) of any unwanted kakariki to another person or organisation. Transfer is only permitted where:
  - the other person or organisation holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
11. The Authority Holder shall provide an annual report to the Grantor. A copy should be sent to the Grantor's Auckland Office by the 30<sup>th</sup> of June each year (beginning on 30 June 2022) detailing, for the 12-month period ending 30 June of that year;
  - the number of live kakariki held at the beginning
  - the number of live kakariki acquired, and from whom and where
  - the number which have died or been disposed of; and
  - to whom and where sent
12. The Authority Holder shall notify the Grantor within one month of changing any of his contact details.

13. The Grantor may revoke at any time this authority or may at any time review/and or vary the conditions pertaining to this authority.
15. 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, and applies, for instance, if a second or subsequent aviary is built or acquired.
16. Transport of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).
17. The red-crowned kakariki and their progeny or their eggs may be obtained only from persons holding an Authority to keep that species of native kakariki in captivity.
18. The kakariki may not be released.
19. No kakariki shall be publicly displayed or exhibited.
20. All material collected remains the property of the Crown and may be repossessed by the Grantor at any time. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder cannot sell the wildlife.
21. All Cage mesh, particularly *chain wire* mesh, should have all its openings less than 20mm in width/diameter. Anything larger can contribute to accidental death of the birds.



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

Authorisation Number: 94794-FAU

**THIS AUTHORITY** is made this second day of September 2021

## **PARTIES:**

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

**University of Otago** (the Authority Holder)

## **BACKGROUND:**

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

## **OPERATIVE PARTS:**

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Sections 53 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. The Minister agrees that the Holder may conduct research work, to further the collection and dissemination of information, pursuant to Sections 41(1)(d), 41(2)(d) of the Wildlife Act 1953.

s9(2)(a)

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

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Joanne Liew

Witness Occupation: Personal Assistant to Director Operations Southern South Island

Witness Address: C/ Department of Conservation, Queenstown Office, Cavells Building, 1  
Arthurs Point Road, Queenstown 9371

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) Activities (as further specified in Schedule 3) -</p> <ul style="list-style-type: none"> <li>i. To catch alive</li> <li>ii. To mark by way of banding</li> <li>iii. To collect samples from wildlife</li> <li>iv. To have in possession samples collected from wildlife</li> </ul> <p>b) Species -</p> <ul style="list-style-type: none"> <li>i. Bellbird (<i>Anthornis melanura</i>)</li> <li>ii. Silvereye (<i>Zosterops lateralis</i>)</li> <li>iii. Tui (<i>Prosthemadera novaeseelandiae</i>)</li> <li>iv. Tomtit (<i>Petroica macrocephala</i>)</li> <li>v. Brown Creeper (<i>Mohoua novaeseelandiae</i>)</li> <li>vi. Grey Warbler (<i>Gerygone igata</i>)</li> <li>vii. New Zealand Fantail (<i>Rhipidura fuliginosa</i>)</li> <li>viii. Welcome Swallow (<i>Hirundo noexena</i>)</li> <li>ix. Rifleman (<i>Acanthisitta chloris</i>)</li> <li>x. South Island Robin (<i>Petroica australis</i>)</li> <li>xi. All unprotected passerines as per Schedule 5 of the Wildlife Act 1953</li> </ul> <p>c) Quantity -</p> <ul style="list-style-type: none"> <li>• Catch alive and mark – as required</li> <li>• Collect samples - up to 100 individuals of each species may be sampled each year</li> <li>• Hold samples – as required</li> </ul> <p>d) Method -</p> <ul style="list-style-type: none"> <li>i. Catch alive <ul style="list-style-type: none"> <li>a. Using mist nets</li> <li>b. By hand</li> </ul> </li> <li>ii. Mark <ul style="list-style-type: none"> <li>a. Using leg bands</li> </ul> </li> </ul> <p>For research purposes.</p>
2.	<b>The Land</b>	<p>Public Conservation Land:</p> <p>Any public conservation land within 30km of the coast</p>

	(Schedule 2, clause 2)	<p>between the Waitaki River in the North and the Clutha River in the South that is open to the public.</p> <p>Other land:</p> <p>Any private land (including Yellow Eyed Penguin Trust sites) within 30km of the coast between the Waitaki River in the North and the Clutha River in the South that the Authority Holder obtains permission to access.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b></p> <p>(Schedule 2, clause 3)</p>	<p>A. All activities -</p> <ul style="list-style-type: none"> <li>i. Bruce Robertson</li> <li>ii. Any person under the direct supervision of Bruce Robertson.</li> </ul> <p>B. To have in possession samples collected from wildlife</p> <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> <li>ii. Any person under the direct supervision of s9(2)(a)</li> </ul>
4.	<p><b>Term</b></p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 1 September 2021 and ending on and including 31 August 2031</p>
5.	<p><b>Authority Holder's address for notices</b></p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>Department of Zoology 340 Great King Street DUNEDIN 9016 Phone: s9(2)(a) Email: <a href="mailto:bruce.roberston@otago.ac.nz">bruce.roberston@otago.ac.nz</a></p>
6.	<p><b>Grantor's address for notices</b></p>	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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



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

- 5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Biosecurity**

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. Crown Property

- 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.

#### 2. Collected Material

- 2.1 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.
- 2.2 No material collected pursuant to this Authority, being either the target material or other material contained within or derived from the target material, shall be used for commercial purposes or patenting, or registration of intellectual property rights on any derivatives.
- 2.3 No material collected pursuant to this Authority, being either the target material or other material contained within or derived from the target material, shall be exported.

#### 3. Wildlife health management

- 3.1 The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure (DOC-442078) available from the Grantor ([permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) upon request.

#### 4. Mist-netting

- 4.1 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.
- 4.2 Bruce Robertson, 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.
- 4.3 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).
- 4.4 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.

## **5. Banding**

- 5.1 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.
- 5.2 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 5.3 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.
- 5.4 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.
- 5.5 If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 5.6 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/>).
- 5.7 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>).
- 5.8 Bruce Robertson, 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.
- 5.9 Colour banding is authorised, subject to prior approval of the colour band combinations by the Banding Office.

## **6. Collecting and holding samples**

- 6.1 The Authority Holder is authorised to collect blood samples for research purposes from the wildlife species listed in Schedule 1.
- 6.2 Blood 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 as provided by the Grantor ([DOCDM-531081](#)).
- 6.3 The Authority Holder is authorised to collect samples via cloacal swabbing for research purposes from the wildlife species listed in Schedule 1.

- 6.4 The Authority Holder is authorised to collect samples via oral swabbing for research purposes from the wildlife species listed in Schedule 1.
- 6.5 Pursuant to sections 41 (1)(d) and 41(2)(d) of the Wildlife Act 1953 and clauses 6.1-6.4 above, the Grantor agrees to the Authority Holder possessing, on the Grantor's behalf, samples collected from wildlife for research purposes. The Authority Holder may transfer samples between appropriate facilities managed by the University of Otago and dispose of samples when they are no longer required.
- 6.6 All surplus samples not destroyed during analysis must be disposed of via the University of Otago laboratory waste disposal system.

## **7. Dead Wildlife**

- 7.1 If any of the wildlife die whilst undertaking the Authorised Activities, the Authority Holder must:
  - a. Inform the Grantor's Dunedin Office within 24 hours;
  - b. In the case of any absolutely protected wildlife chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
  - c. In the case of any absolutely protected wildlife send, at the Authority Holder's costs, the body to Massey University Wildlife Post-mortem Service for necropsy along with details of the details of the animal's history;
  - d. In the case of any unprotected wildlife offer the suitable chilled carcass to the Otago Museum;
  - e. Pay for any costs incurred in investigation of the death of the wildlife, and,
  - f. If required by the Grantor, cease the Authorised Activities for a period determined by the Grantor.

## **8. Expectations of the public**

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

## **9. Records and reporting**

- 9.1 The Authority Holder shall, within three months of completion of the research or expiry or revocation of this Authority, forward a summary report of research findings to the Grantor ([permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)). The report must cite Authority number 94794-FAU and cover any implications of the research for conservation management. The Authority Holder acknowledges that the Grantor may share the report with iwi.
- 9.2 All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

## **10. Termination**

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

Released under the Official Information Act

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

Authorisation Number: 94794-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 20<sup>th</sup> day of January 2022

### **PARTIES:**

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

**University of Otago** (the Authority Holder)

### **BACKGROUND**

- A. By an Authorisation dated the 2<sup>nd</sup> day of September 2022 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

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

#### **1. Variation**

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

- (i) Clause 2.3 of Schedule 3 is deleted.

Pursuant to section 38 of the Conservation Act 1987 and section 50 of the Reserves Act 1977.

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

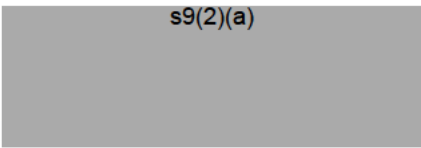
Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

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

in the presence of:

s9(2)(a)



---

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Senior Permissions Advisor

Witness Address: DOC Dunedin Office

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

Released under the Official Information Act





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

Authorisation Number: **94798-CAP**

**THIS AUTHORITY** is made this 2<sup>nd</sup> day of November 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 Sections 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)

Stephanie Bowman, Permissions Manager, Hamilton

acting under delegated authority in the presence of:

s9(2)(a)

Witness: Bryn Sheppard, Team Lead – Permissions

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)	To hold the following lizard species in captivity at a private address: Macgregor's skink ( <i>Oligosoma macgregori</i> ) Ornate skink ( <i>Oligosoma ornatum</i> ) Robust skink ( <i>Oligosoma alani</i> )
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)	Ben Goodwin
4.	<b>Term</b> (Schedule 2, clause 4)	3 years (Commencing on and including 1 November 2021 and ending on and including 31 October 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)    
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Department of Conservation 73 Rostrevor Street Hamilton, 3204 Phone 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

### Property of the Crown

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

### Private Captive Holding (applies to all native NZ lizards)

2. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity.
3. 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.
4. The lizard enclosures shall 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)).
5. 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.
6. 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.
7. 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.
8. The Authority Holder shall complete an Annual Return in the format required by the Grantor and return it to the Grantor, by 31 July of each year.
9. The Authority Holder must notify the Grantor if he no longer wishes to hold lizards.
10. The Authority holder is responsible for managing numbers of animals to ensure that no more can be 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](http://www.doc.govt.nz/captivelizards)).
11. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
12. The Authority Holder is responsible for re-homing (transfer) of 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.

**Private Captive Holding (“Less common lizards”: includes all three species named in this authority)**

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):
  - transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau/hapū/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. Each 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 with an approved translocation proposal.
8. The Authority Holder must notify the Grantor if he no longer wishes 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: 94808-FAU

**THIS AUTHORITY** is made this 22nd day of September 2021

### **PARTIES:**

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

**AND**

**Royal Auckland and Grange Golf Club Incorporated** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

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>(a) Activity - To obtain and release captive reared gamebirds for augmentation and biodiversity purposes</p> <p>(b) Species:</p> <ul style="list-style-type: none"> <li>i. Ring necked pheasant (<i>Pheasianus colchius</i>)</li> <li>ii. Red legged partridge (<i>Alectoris rufa</i>)</li> </ul> <p>(c) Quantity – release 20 of each species listed in (b) per year</p> <p>(d) Method – to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds.</p>
2.	<b>The Location</b> (Schedule 2, clause 2)	Royal Auckland and Grange Golf Club, 57 Grange Road, Papatoetoe Auckland
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	s9(2)(a) on behalf of Royal Auckland and Grange Golf Club
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on 01/10/2021 and ending on 30/09/2031
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Royal Auckland and Grange Golf Club</p> <p>57 Grange Road, Papatoetoe</p> <p>Auckland 1640</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>Department of Conservation</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to only be held in captivity when being transferred to the holding and release sites.
3. The birds are to be released only on the property listed as per Schedule 1(2).
4. All birds shall be released with unclipped wings.
5. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
6. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the NZ Game Birds Ltd. The report shall be sent electronically to the NZ Game Birds Ltd at [info@nzgamebirds.co.nz](mailto:info@nzgamebirds.co.nz) & to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing in all cases the Authority number 94808-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of this Authority inclusive and must provide the following:
  - a. The number of birds obtained in total
  - b. The number of birds reared in total
  - c. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
13. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the NZ Game birds Ltd located at 12 Lower flag range Road, RD9, Hastings 4179.

14. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(13) above as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
15. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release. This includes ensuring they have protection from the sun and wet weather.

**Banding:**

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



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

Authorisation Number: 94827-FAU

**THIS AUTHORITY** is made this 20th day of January 2022

### **PARTIES:**

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

**AND**

**Waitaki 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 Elizabeth Anne Wallace, Operations Manager, acting under delegated authority  
in the presence of Clara Wilson, Permissions Advisor

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><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p><b>Activity</b></p> <p>To catch alive, temporarily hold in possession, liberate, and kill the following lizard species:</p> <ul style="list-style-type: none"> <li>○ Southern grass skink, <i>Oligosoma</i> aff. <i>polychroma</i> Clade 5</li> <li>○ McCann's skink, <i>Oligosoma maccanni</i></li> </ul> <p>For the purpose of lizard salvage, to reduce lizard mortality caused by ongoing rock revetment work.</p> <p><b>Methods</b></p> <p>As described in the revised Lizard Management Plan titled "Oamaru Waterfront/Friendly Bay Rock Revetment Project Lizard Management Plan (Revised)" provided to the Department on 09/12/21.</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Friendly Bay, Oamaru, as per map in Schedule 4.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other suitably qualified or trained personnel under direct supervision of the Authorised Personnel</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 1<sup>st</sup> January 2022 and ending on and including 31<sup>st</sup> December 2036</p>
5.	<p><b>Authority Holder's address for notices</b> (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>20 Thames Street Oamaru 9444 New Zealand</p> <p>Phone: 0800 108 081; 03 433 0300 Email: <a href="mailto:grhodes@waitaki.govt.nz">grhodes@waitaki.govt.nz</a></p>
6.	<p><b>Grantor's address for notices</b></p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 3 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**

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

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.

#### **Mitigation conditions**

2. The Authority Holder is only permitted to catch, kill, and release wildlife that are listed in Schedule 1 using methods described in the lizard management plan titled "*Oamaru Waterfront/Friendly Bay Rock Revetment Project Lizard Management Plan (Revised)*" provided to the Department on 09/12/21.

#### **Agreed monitoring conditions additional to that in the Lizard Management Plan**

3. A survey for lizards at the release site (Blue Penguin fenced off area) must be conducted prior to the movement of any lizards during salvage. The survey should provide baseline data on lizard diversity and number of individuals present within the salvage release site.
4. Post-salvage monitoring at the release site is required if 20 or more lizards of any species are salvaged during any salvage event over the 15 year term of the authorisation. In this case, monitoring should occur at year 3, year 5, year 10, and year 15 post-salvage. Monitoring methods should be determined by the project herpetologist and approved by the Department.

#### **Killing wildlife**

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

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

6. The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
7. DOC Operations Manager, Annie Wallace ([awallace@doc.govt.nz](mailto:awallace@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-authorized species will be required.

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

8. This Authorisation gives the Authority Holder the right to temporarily 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, Mandy Tocher, or under the direct supervision of the Authorised Personnel.
11. Lizard capture, handling and relocation should be undertaken at a suitable time of year, October – April, 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.
18. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

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

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

- e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

### **Euthanasia**

- 20. 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**

- 21. A report is to be submitted in writing to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the 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.
- 22. 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**





FIGURE 8: THE HARBOUR REVETMENT PROJECT AREA SHOWING AREAS THAT HAD LIZARD AND LIZARD HABITAT (PLUS A 2-3 M BUFFER) (RED SHADED AREA ALONG THE ESPLANADE), AND AREAS WHERE PROPOSED WORKS ARE NOT ANTICIPATED TO GENERATE ADVERSE EFFECTS ON LIZARDS (GREEN SHADED AREAS).



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

Authorisation Number: 94828-CAP

**THIS AUTHORITY** is made this 20th day of April 2022

### **PARTIES:**

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

**AND**

**Invercargill 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(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 Alan Christie, Acting Operations Manager Murihiku acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature

Philip Melgren

Senior Ranger Community, Murihiku District

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



# SCHEDULE 1

1.	<p><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> <li>i. Hold in possession the species listed in b. for the purposes of species management and education</li> <li>ii. Catch alive the species listed in b. for the purpose of husbandry and welfare checks</li> </ul> <p>b. Species –</p> <ul style="list-style-type: none"> <li>i. Kea <i>Nestor notabilis</i></li> <li>ii. South Island kaka <i>Nestor meridionalis</i></li> <li>iii. Red crowned parakeet <i>Cyanoramphus novaezelandiae</i></li> <li>iv. Yellow crowned parakeet <i>Cyanoramphus auriceps</i></li> <li>v. Antipodes Island parakeet <i>Cyanoramphus unicolor</i></li> <li>vi. Stewart Island weka <i>Gallirallus australis</i></li> </ul> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Kea - 2</li> <li>ii. South Island kaka - 4</li> <li>iii. Red crowned parakeet - 2</li> <li>iv. Yellow crowned parakeet - 2</li> <li>v. Antipodes Island parakeet - 1</li> <li>vi. Stewart Island weka - 1</li> </ul> <p>d. Method –</p> <ul style="list-style-type: none"> <li>i. Catch alive using a hand-held net when birds are not in flight.</li> </ul>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Queens Park Aviary, 216 Queens Drive, Invercargill 9840.</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 20 April 2022 and ending on and including 19 April 2032</p>
5.	<p><b>Authority Holder's address for notices</b> (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>Parks Assets Queens Park Office 216 Queens Drive</p>

		<p>Invercargill 9840 New Zealand</p> <p>Email: <a href="mailto:kate.gough@icc.govt.nz">kate.gough@icc.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>

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. General Conditions**

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.

1.3 Notwithstanding Schedule 3 clause 1.2, the Authority Holder may transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:

- the other person holds an Authority to keep the protected species in captivity; and
- the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
- the transfer is to or from a DOC facility.

1.4 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.

1.5 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".

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

#### **2. Captive Management Conditions**

2.1 The protected species and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.

2.2 No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Coordinator and written permission of the Grantor.



2.3 All holders of kaka and kea are required to operate under a captive management plan, and kaka and kea husbandry manuals and advocacy plans.

2.4 All holders of Red crowned parakeet, Yellow crowned parakeet, Antipodes Island parakeet and Stewart Island weka are required to operate under a captive management plan, and any relevant husbandry manuals and advocacy plans.

2.5 The Authority Holder must adhere to the current Grantor-approved captive management programme, programme outline, husbandry manual and advocacy plan for the protected species and undertake the breeding, transfer and/or release according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.

2.6 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.

2.7 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.

2.8 The protected species must not be housed with any other species, except with the written permission of the Grantor.

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

2.10 The number of offspring held in possession under this Authority must not exceed the carrying capacity of the aviary in which they are housed.

2.11 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.

The Authority Holder must retain these records for 5 years and are required to submit these records before the Authority can be renewed.

2.12 The Authority Holder must forward to the Captive Co-ordinator and the Grantor ([invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) by 30 June in each year a copy of these annual records in the annual report format (Holder's annual report template attached in schedule 4). All correspondence must cite permit number 94828-CAP.

2.13 The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor ([invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) 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.

2.14 The Authority Holder must notify the Grantor ([invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) prior to relocating the protected species to a new location and apply for an Authority to keep the protected species at that new location.

2.15 The Authority Holder must immediately inform the Grantor ([invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)) if the Authority Holder no longer wishes to hold the wildlife.

Released under the Official Information Act





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

Authorisation Number: 94843-FAU

**THIS AUTHORITY** is made this 21<sup>st</sup> day of December 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 53 of the Wildlife Act 1953 and, in exercise of the Grantor's powers the Minister **AGREES** that the Holder may conduct research work, to further the collection and dissemination of information, pursuant to Sections 41(1)(d), 41(2)(d) of the Wildlife Act 1953 and **AUTHORISES** the Authority Holder pursuant to sections 49 and 50 of the Reserves Act 1977 and section 5 of the National Parks Act 1980 and **PERMITS** the Authority Holder pursuant to section 38 of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Aaron Fleming  
Director Operations - Southern South Island  
in the presence of:

s9(2)(a)

Tze-Yu Joanne Liew

Witness Signature

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

Released under the Official Information Act

## SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>1. Activity</p> <ul style="list-style-type: none"> <li>a. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of research</li> <li>b. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of research</li> <li>c. to take the specified specimens of fauna listed under Schedule 5 of this Authority from a reserve for scientific purpose</li> <li>d. to take the fauna listed under Schedule 4 of this authority in a scenic and nature reserve</li> <li>e. to take the fauna listed under Schedule 5 of this authority in a scenic and nature reserve</li> <li>f. to take the animals listed under Schedule 4 of this Authority in a national park</li> <li>g. to take the animals listed under Schedule 5 of this Authority in a national park</li> <li>h. to hunt in a conservation area to carry out one or more of the following activities: <ul style="list-style-type: none"> <li>i. molest in a conservation area the animals listed under Schedule 4</li> <li>ii. molest in a conservation area the animals listed under Schedule 5</li> <li>iii. capture in a conservation area the animals listed under Schedule 4</li> <li>iv. capture in a conservation area the animals listed under Schedule 5</li> <li>v. to take and have in possession in a conservation area the animals listed under Schedule 5</li> <li>vi. to take and have in possession in a conservation area liver tissue specimens, lung tissue specimens, oral secretion specimens, excrement secretion specimens from the animals listed under Schedule 4 of this</li> </ul> </li> </ul>
----	---	--

		<p>Authority</p> <p>2. Quantity</p> <p>a. In respect of Schedule 1.1.1.a, d, f and h.i, iii and vi– as required</p> <p>b. In respect of Schedule 1.1.1.c, e, h.ii, iv and v up to 10 per nest</p> <p>3. Method – by hand for all Authorised activities</p>
2.	The Land (Schedule 2, clause 2)	<p>1. Public Conservation Land:</p> <p>a. Green Island Nature Reserve</p> <p>b. Hinahina Cove Scenic Reserve</p> <p>c. Nugget Point Lighthouse Reserve</p> <p>d. Tunnel Rocks Scenic Reserve, Penguin Bay</p> <p>e. Shag Point/Matakaea Marginal Strip</p> <p>f. Conservation Area - Access to Katiki Point</p> <p>g. Conservation Area - Moeraki Public Access</p> <p>h. Conservation Area - Boulder Beach / Highcliff Block</p> <p>i. Conservation Area - Boulder Beach / WWF Block</p> <p>j. Marginal Strip-Cape Saunders</p> <p>k. Whenua Hou Nature Reserve</p> <p>l. Sealers Bay</p> <p>l. Rakiura National Park</p> <p>i. Golden Beach</p> <p>ii. Rollers Beach</p> <p>m. Katiki Point Wildlife Management Reserve</p> <p>2. Other land, subject to Schedule 3.1</p> <p>a. Long Point Scenic Reserve</p> <p>b. Otapahi Reserve</p> <p>c. Bobbys Head/Tarora Reserve</p> <p>d. Penguin Beach</p> <p>e. Victory Beach</p> <p>f. Okia Reserve</p> <p>g. Bravo Island</p>
a.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>4. trained staff of the Grantor</p> <p>5. any other person under supervision of Grantor's trained staff</p>
b.	Term (Schedule 2, clause 4)	Commencing on and including 22 December 2021 and ending on and including 31 December 2024.
c.	<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>

		s9(2)(a)
d.	Grantor's 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>

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. Schedule 2.2 is deleted and replaced with:  
“This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity), or any public land administered by a territorial authority. Any arrangements necessary for access over private land, public conservation land leased by the Grantor or public land administered by a territorial authority are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained”.
2. The Authority holder may catch alive and liberate the wildlife listed under Schedule 4 on all land listed under Schedule 1.2.1.
3. The Authority holder may catch alive and liberate the wildlife listed under Schedule 4 on all land listed under Schedule 1.2.2 subject to Schedule 3.1.
4. The Authority holder may take the animals listed under Schedule 5 on all land listed under Schedule 1.2.1.
5. The Authority holder may take the animals listed under Schedule 5 on all land listed under Schedule 1.2.2 subject to Schedule 3.1.
6. The Authority holder may take the wildlife specimens listed under Schedule 3.13.c-d on all land under Schedule 1.2.1.
7. The Authority holder may take the wildlife specimens listed under Schedule 3.13.c-d on all land listed under Schedule 1.2.2 subject to Schedule 3.1.
8. This Authorisation gives the Authority Holder the right to catch and liberate absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
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.
10. The Authorised Activities must be undertaken for the purpose of research and in accordance with the application and any subsequent amendments made, received and approved by the Grantor in order to obtain this Authority.
11. A new clause 12.2 is added to Schedule 2, to read as follows:  
“The Authority Holder must clean and disinfect all clothing, boots, equipment and gloves between each site, place all single use equipment and gloves into a separate bag and dispose of this at the end of each day and soak, wash and disinfect all multiple use equipment”.
12. The wildlife must be liberated where caught alive if it is safe to do so and if the area is free of dogs.

13. Pursuant to sections 41 (1)(d) and 41(2)(d) of the Wildlife Act 1953, the Grantor agrees **to the Authority Holder possessing, on the grantor's behalf:**
  - a. oral secretion specimens taken from wildlife caught alive by way of oropharyngeal swabbing; and,
  - b. excrement secretion specimens taken from wildlife caught alive by way of cloacal swabbing; and,
  - c. lung tissue specimens taken from dead wildlife found; and,
  - d. liver tissue specimens taken from dead wildlife found; and
  - e. nucleic acid specimens extracted from the specimens listed under Schedule 7,a-d
14. Swabbing must follow DOC online wildlife health module 5 'Avian Swab techniques' (<https://www.doc.govt.nz/globalassets/system/training-courses/wildlife-health-5/index.html#/>)
15. The specimens referred to at Schedule 3.13 a-e must be taken for the purpose of analysis and may be held in the Authority Holder's possession for so long as is necessary to complete the research.
16. Notwithstanding Schedule 3.9 the Authority Holder may transfer the specimens listed under Schedule 3.13.a-e to an appropriate facility to be held in possession prior to being exported for analysis.
17. By acting under this Authority, the Authority Holder agrees that:
  - a. upon completion of the Authorised Activity, termination or surrender of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz)
  - b. A final report must be submitted within one month of its completion and contain the following:
    - i. the Authority Number [94843-FAU]; and
    - ii. a summary of research findings; and
    - iii. any implications for conservation management; and

The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
18. The Authority Holder must use best endeavours to ensure that the Authorised Activities are not undertaken within sight of the public on the land listed under Schedule 1.2.1.
19. While undertaking the Authorised Activities the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities on the land listed under Schedule 1.2.1.
20. If approached by members of the public while carrying out the Authorised Activities, the Authority Holder must provide an explanation of why the Authorised Activities are taking place.

21. A new clause 5.1.1 is added to Schedule 2 to read as follows:  
“The Authority Holder must, as far as practicable, take all reasonable care not to trample or damage any plant species in the vicinity on the land where the Authorised activities will be carried out under Schedule 1.2.1.a-m”.

Released under the Official Information Act

SCHEDULE 4

Common name	Scientific name
1. Yellow-eyed penguin	<i>Megadyptes antipodes</i>

Released under the Official Information Act

SCHEDULE 5

Common name	Scientific name
1. Tick	<i>Ixodes auritulus</i> group
2. Tick	<i>Ixodes eudyptidis</i>
3. Tick	<i>Ixodes uriae</i>
4. Flea	<i>Parapsyllus</i> sp.,
5. Flea	<i>Notiopsylla</i> sp.,
6. Flea	<i>Nosopsyllus</i> sp.,
7. Flea	<i>Pagipsylla</i> sp.
8. Mite	<i>Eulaelaps</i> sp.,
9. Mite	<i>Haemolaelaps</i> sp.,
10. Mite	<i>Liponyssoides</i> sp.,
11. Mite	<i>Ingrassia</i> sp.,

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 94871-CAP

THIS AUTHORITY is made 3<sup>rd</sup> day of August 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The 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) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 3 <sup>rd</sup> August 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] [REDACTED]

		<div>s9(2)(a)</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:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 94877-CAP

THIS AUTHORITY is made 3<sup>rd</sup> day of August 2021

### PARTIES:

The Director-General of Conservation (the Grantor)

AND

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

### BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The 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) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 3 <sup>rd</sup> day of August 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) [REDACTED] [REDACTED]</p>

		<div>s9(2)(a)</div> <p>Email:</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:
- the other person holds an Authority to keep the protected species in captivity; or
  - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
  - making available individuals for release, and
  - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity ([www.doc.govt.nz/captivelizards](http://www.doc.govt.nz/captivelizards)).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31<sup>st</sup> October of each year.

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

Released under the Official Information Act



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

Authorisation Number: 94895-FAU

**THIS AUTHORITY** is made this 4th day of November 2021

### **PARTIES:**

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

**AND**

**Fulton Hogan 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 Jeff Milham – Tauranga Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Tracy Mezger

Witness Occupation: Senior Ranger

Witness Address: 253 Chadwick Rd, Greerton

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, transfer to a temporarily holding facility and liberate the following species for the purpose of species management in accordance with the Lizard Management Plan dated October 2021: <ol style="list-style-type: none"> <li>Copper skink <i>Oligosoma aeneum</i></li> <li>Ornate skink <i>Oligosoma ornatum</i></li> <li>Elegant gecko <i>Naultinus elegans</i></li> <li>Forest gecko <i>Mokopirirakau granulatus</i></li> <li>Pacific gecko <i>Dactylochromis pacificus</i></li> <li>Raukawa gecko <i>Woodworthia maculata</i></li> <li>Moko skink <i>Oligosoma moco</i></li> </ol> </li> <li>To kill the following species incidental to construction activities as follows: <ol style="list-style-type: none"> <li>Copper skink <i>Oligosoma aeneum</i></li> <li>Ornate skink <i>Oligosoma ornatum</i></li> <li>Elegant gecko <i>Naultinus elegans</i></li> <li>Forest gecko <i>Mokopirirakau granulatus</i></li> <li>Pacific gecko <i>Dactylochromis pacificus</i></li> <li>Raukawa gecko <i>Woodworthia maculata</i></li> <li>Moko skink <i>Oligosoma moco</i></li> </ol> </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>Catch alive by hand</li> </ol>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>Private and Council land approximately 6.8-kilometres in length between State Highway 29 and Takitimu Drive, Tauranga as more specifically described in the LMP.</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>s9(2)(a)</li> <li>Others under the supervision of the above authorised personnel</li> </ol>
4.	<p><b>Term</b> (Schedule 2, clause 4)</p>	<p>Commencing on and including 2 November 2021 and ending on and including 1 November 2028</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: Fulton Hogan Limited Ground Floor 109 Carlton Gore Road Newmarket</p>

		<p>Auckland 1023</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>

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 dated October 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 contact the Tauranga District Office within 24 hours and follow 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)(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, Temporary Captivity and Relocation

7. The Authority Holder is permitted to transfer the lizard species to authorised captive holder s9(2)(a) under permission 36840-CAP for no longer than 12 months and is authorised to transfer the lizard species to other holders for up to 12 months in accordance with the updated LMP if s9(2)(a) is unable to house all lizards found.
8. The Authority Holder shall provide monthly reports from the commencement of the authorised activity detailing temporary captivity and the progress in finding suitable release sites and include the following:

- Details of the health of lizards held in captivity and any that may have died
- Contingency applied if transferred lizards are found in poor health
- Number of release sites identified and plan for when available
- Consultation done with iwi over release sites identified
- Site detail such as predator control, capacity to take lizard species

9. The Authority Holder must submit a site release plan(s) that details the site(s) and covers outcome monitoring and contingency measures at proposed release site(s) and is only permitted to release the lizard species into release site(s) once the associated release plan is approved by the Tauranga Operations Manager.
10. Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
11. 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) Tauranga Operations Manager, for further advice.

### **Capture and Handling**

12. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.
13. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
14. 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>.
15. 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.
16. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
17. 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.
18. 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.
19. 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**

20. 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
  - b. Number, age and sex of lizards, and the GPS coordinates (or a detailed map) of the collection point(s); and
  - c. The number of lizards that died as a result of salvage; and
  - d. The facility(s) into which the lizards were temporarily held; and

- e. The extent of all lizard habitat clearance/disturbance across the footprint, 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/>).

### **Release Site Reporting**

21. A final report prepared by the project herpetologist must be electronically submitted to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz) within three months of completion of the release site outcome monitoring (which may conclude after up to 5 years of annual monitoring) and contain the following:
- a. the Authority Number [94895-FAU]; and
  - b. results of all the release site monitoring outcomes in accordance with the Lizard Management Plan, and specific release site plans.
22. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

### **Tangata Whenua involvement**

23. The Authority Holder shall notify tangata whenua at least 5 working days prior to carrying out salvage activity if possible and invite them to be involved in salvage activity, if practical. The Authority shall also notify tangata whenua at least 5 working days prior to releasing captive lizards into release sites and invite tangata whenua to be involved in release, if practical. In any event tangata whenua shall be invited to perform karakia at both salvage and release activities.

### **Biosecurity**

24. The Authority Holder shall ensure that plague skinks are accurately identified and NOT released into the temporary holding facilities, and euthanised instead.

## **SCHEDULE 4**

Lizard Management Plan dated October 2021 at [DOC-6819453](#). To be sent as attachment with authority.



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

Authorisation Number: 94922-FAU

**THIS AUTHORITY** is made this 25th day of February 2022

### **PARTIES:**

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

**AND**

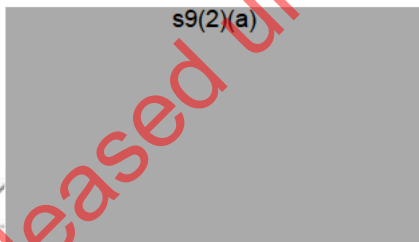
**Kotare Properties Limited** (the Authority Holder)

### **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 Tinaka Mearns, Waikato Operations Manager acting under delegated authority

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>A. Activity:</p> <ul style="list-style-type: none"> <li>i. To catch alive and liberate Copper Skink <i>Oligosoma aeneum</i> for the purpose of species management in accordance with the Lizard Management Plan.</li> <li>ii. To kill Copper Skink <i>Oligosoma aeneum</i> incidental to construction works and lizard salvage.</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> <li>iii. Artificial Cover Objects</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	Frontier and Pirongia Roads, Te Awamutu
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s 9 (2) (a) [REDACTED]</p> <p>vi. Others under the supervision of the above authorised personnel</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 21 February 2022 and ending on and including 20 February 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Accounted4 Ltd Chartered Accountants 30 Duke Street Cambridge 3434 New Zealand</p> <p>Phone: s9(2)(a) [REDACTED]</p>
6.	<b>Grantor's address for notices</b>	<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>
--	--	--

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 “Frontier Road, Te Awamutu Lizard Management Plan” and dated February 2022 (hereafter referred to as ‘Lizard Management Plan’), annexed to this Authority at 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.

#### Salvage and Relocation

6. During wildlife salvage operations or construction, if wildlife other than those listed in Schedule 1 (i) are found within the footprint of the development or within a release site, the Authority Holder must immediately contact the Department of Conservation (DOC) Waikato Operations Manager, for further advice.

#### Capture and Handling

7. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.
8. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
9. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>

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

### **Salvage Reporting**

12. The Authority Holder must provide a salvage report including the following information to [astyche@doc.govt.nz](mailto:astyche@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) within three months of the conclusion of the salvage:
  - a. Effort, dates, times and weather conditions of salvage and relocation; and
  - b. Number, age and sex of 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).
13. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

## SCHEDULE 4 - LIZARD MANAGEMENT PLAN

The Lizard Management Plan titled “Frontier Road, Te Awamutu Lizard Management Plan” and dated February 2022. To be attached - [DOC-6923240](#).

Released under the Official Information Act



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

Authorisation Number: 94939-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of January 2022

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush acting 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. To catch alive and liberate the absolutely protected lizards referred to under Schedule 3.3 of this Authority for the purpose of species preservation (“salvage”), pre-salvage surveys and post-salvage monitoring</li> <li>ii. To kill the absolutely protected lizards referred to under Schedule 3.2.a of this Authority for the purpose of being unable to remove the wildlife from vegetation clearance and/or earthworks in the construction zone subject to Schedule 3.4</li> </ul> <p>b. Quantity –</p> <ul style="list-style-type: none"> <li>i. catch alive <ul style="list-style-type: none"> <li>a. pre-salvage surveys – as required</li> <li>b. salvage – as per Schedule 3.1</li> <li>c. post-liberation salvage monitoring – as required</li> </ul> </li> <li>ii. kill – as required</li> </ul> <p>c. Method – as required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. catch alive, liberate, kill</p> <ul style="list-style-type: none"> <li>i. all non-public conservation land in the Auckland Region, including Waiheke Island and Great Barrier Island subject to Schedule 2.2.3</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. catch alive, liberate, kill</p> <ul style="list-style-type: none"> <li>i. s9(2)(a)</li> </ul>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2022 and ending on and including 31 July 2025.</p>
5.	<p><b>Authority Holder’s</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor’s address</b> for notices</p>	<p><b>The Grantor’s address for all correspondence is:</b></p> <p>Permissions Team</p> <p>Level 4</p>

		73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
--	--	--

Released under the Official Information Act



## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Mitigation Conditions:

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

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

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

#### Killing wildlife

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

#### Salvage relocation and habitat enhancement

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

6. The Auckland District Office Operations Manager ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) 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.
7. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the Auckland District Office Operations Manager ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)).
8. Once a Lizard Management Plan has been prepared the Authority Holder may hold any of the salvaged wildlife in captivity for up to twelve (12) months. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Lizard Management Plan.

#### Ownership of absolutely protected wildlife

9. 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.
10. 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

11. Lizards must only be handled by Personnel Authorised to Undertake this Activity named in schedule 1.3.
12. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by Personnel listed under Schedule 1.3.
13. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
14. 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/>
15. 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.
16. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
17. 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.

18. 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.
19. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

#### Death of wildlife associated with salvage activities

20. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
  - a. inform the Grantor ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) within 24 hours 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;**
  - d. pay for any costs incurred in investigation of the death of any lizard; and
  - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

#### Euthanasia

21. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact 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 Personnel listed under Schedule 1(3) or a veterinarian.

#### Lizard Salvage Reporting

22. A report is to be submitted in writing to the Auckland District Office Operations Manager ([auckland@doc.govt.nz](mailto:auckland@doc.govt.nz)) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
  - a. the species and number of any animals collected and released; and
  - b. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
  - c. copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; 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.

23. 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).

#### Iwi Special Condition

24. **The Authority Holder must make all reasonable endeavours to attend a Ngāti Manuhiri cultural induction if any activity is undertaken within the rohe of Ngāti Manuhiri** (<http://www.tkm.govt.nz/iwi/ngati-manuhiri/>). This can be arranged by contacting [info@ngatimanuhiri.iwi.nz](mailto:info@ngatimanuhiri.iwi.nz).

Released under the Official Information Act



# Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 95953-FAU

**THIS AUTHORITY** is made this 7<sup>th</sup> day of October 2021

## PARTIES:

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

**AND**

**Western Bay Wildlife Trust** (the Authority Holder)

## BACKGROUND

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

## OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

**AUTHORISES** the Authority Holder under Section(s) 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955]

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

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

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

s9(2)(a)

SIGNED on behalf of the Grantor by Jeff Milham, Tauranga 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.

Released under the Official Information Act

# **SCHEDULE 1**

1.	<b>Authorised activity (including the species, any approved quantities and collection methods)</b> (Schedule 2, clause 2)	<ul style="list-style-type: none"> <li>a) Activity – Catch alive, mark and band</li> <li>b) Species - Grey Faced Petrel (<i>Pterodroma macroptera gouldi</i>)</li> <li>c) Method – picked up from the ground</li> </ul>
2.	<b>The Land</b> (Schedule 2, clause 2)	Mauao Historic reserve, Tauranga
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<ul style="list-style-type: none"> <li>a) s9(2)(a) and;</li> <li>b) Any other Level 2 banders without direct supervision but under the general direction of a s9(2)(a) and;</li> <li>c) Any other Level 1 banders under direct supervision of s9(2)(a)</li> </ul>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 October 2021 and ending on and including 30 September 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>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 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. Ownership of Protected Wildlife

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

#### 2. Banding

- 2.1. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
- 2.2. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 2.3. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz)) as soon as possible after the incident but at least within one week.
- 2.4. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- 2.5. If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 2.6. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
- 2.7. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
- 2.8. s9(2)(a) 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 s9(2)(a). Level 1 operators must be directly supervised by s9(2)(a). All operators capturing or marking birds must be registered with the NZNBBS.

### 3. Marking

- 3.1. To minimise re-capturing birds unnecessarily, birds may be marked by Liquid Paper correction fluid on the front of the head above the bill.

### 4. Reporting

- 4.1. The Authority Holder must annually submit all data required to the Banding Office, and additionally include details of any incidental discoveries of dead bodies of Grey Faced Petrel.
- 4.2. The Authority Holder must provide a report annually in August to the Grantor to the following emails: [taurangainfo@doc.govt.nz](mailto:taurangainfo@doc.govt.nz) (attn Emma Woods) and [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) with the information set out in clause 4.4 below.
- 4.3. The Authority Holder must provide a report annually in August to the Ngā Pouiriao o Mauao Joint Board members via the following emails: [Dean.Flavell@tauranga.govt.nz](mailto:Dean.Flavell@tauranga.govt.nz), [Josh.Clark@tauranga.govt.nz](mailto:Josh.Clark@tauranga.govt.nz) and [Kirsten.Hauschild@tauranga.govt.nz](mailto:Kirsten.Hauschild@tauranga.govt.nz) with the information set out in clause 4.4 below.
- 4.4. Reporting must contain the following information:
  - a. Wildlife Act Authority number; and
  - b. Number of Grey Faced Petrel found, and the location for each of these and a general description of the vegetation/habitat in the survey area; and
  - c. Any incidental discoveries of dead bodies of Grey Faced Petrel or other wildlife; and
  - d. Copies of reports submitted to the Banding Office [bandingoffice@doc.govt.nz](mailto:bandingoffice@doc.govt.nz); and
  - e. Dates and times of activity being carried out and total time spent on the activity; and
  - f. Personnel involved; and
  - g. Weather conditions during the activity being carried out.

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

- 5.1. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Grey Faced Petrel should die, the Authority Holder must:
  - a. Ensure appropriate measures are taken to minimise further deaths; and
  - b. Inform the Grantor's Tauranga Office (07) 578-7677 within 24 hours and discuss whether it is necessary to halt all further handling until full investigation of death(s) occurs; and
  - c. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
  - d. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - e. pay for any costs incurred in investigation of the death of any Grey Faced Petrel; and
  - f. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

### 6. Euthanasia

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

**7. Public witnessing Activity**

- 7.1. 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.

**8. Succession Planning**

- 8.1. The Authority Holder must endeavour to train other interested individuals in the activity during the term of this permit, to safeguard longevity of the research project.

**9. Myrtle Rust Biosecurity**

- 9.1. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pōhutukawa, mānuka, kānuka, rātā and ramarama. See <https://www.myrtlerust.org.nz/>
- 9.2. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
- 9.3. The Authority Holder shall carry large black plastic bags and tape, 70% alcohol in spray bottles or gel product (e.g. methylated spirits or hand sanitiser, respectively), Isopropanol wipes and a means to record details of an infection should they find it (e.g. smart phone or camera and GPS) while undertaking the Authorised Activity on Public Conservation Land where Myrtaceae are part of the flora.
- 9.4. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
- Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalist.nz/projects/myrtle-rust-reporter>), or record the approximate location to report on return.
  - If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
  - Do not touch or try to collect samples as this may increase the spread of the disease.
  - Check all persons and equipment for myrtle rust spore contamination, it looks and acts like a yellow powder and is easily spread when disturbed.
- 9.5. If the Authority Holder or members of their team believe they have myrtle rust spores on them or their gear (clothing, equipment, bags, glasses, phones, etc.), team members must decontaminate with 70% alcohol as per below:
- spray obviously contaminated clothing/hats/footwear/equipment and place everything that can be in large plastic bag; and
  - tie and spray the outside of the bag; and
  - spray or blob alcohol-gel on all other contaminated skin, clothing or equipment, including packs, that cannot be bagged (i.e. being worn); and
  - wipe or spray all sensitive equipment, phones, glasses, watches etc.
- 9.6. The Authority Holder and their team members shall wash all contaminated equipment and clothing as soon as possible to remove any spores (which may be invisible). Wash in an extended hot ( $\geq 40^{\circ}\text{C}$ ) wash with detergent or follow options (point 7.) found here <https://www.myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>
- 9.7. The Authority Holder and their team members shall have a hot shower and clean their hair after cleaning contaminated gear to remove any spores (which may be invisible).





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

Authorisation Number: 95963-FAU

**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**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (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 Moana Smith-Dunlop, Operations Manager acting under delegated authority  
in the presence of: Senitra Nathan-Marsh, Community Ranger

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)	<ol style="list-style-type: none"> <li>1. Activity: To catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority; for the purpose of <ol style="list-style-type: none"> <li>I. species salvage and,</li> <li>II. To liberate the absolutely protected wildlife listed under Schedule 4 of this Authority</li> </ol> </li> <li>2. Quantity: As required</li> <li>3. Method: <ol style="list-style-type: none"> <li>I. By hand</li> <li>II. using a net</li> </ol> </li> </ol>
1	<b>The Land</b> (Schedule 2, clause 2)	Open space environment, foreshore reserve, Bordering properties in Whakarire Avenue Westshore Napier
2	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>Jamie Goodsir</p> <p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
3	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 01 March 2022 and ending 30 September 2023
4	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Dunvegan House</p> <p>215 Hastings Street</p> <p>Napier 4110</p> <p>Phone: 06-833-9706</p> <p>Email: jamieg@napier.govt.nz</p>
5	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

1. The Management Plan titled “Blue Penguin Management Plan: Whakarire Avenue, Napier” submitted to the Grantor with the application to obtain this Authorisation, forms part of this Authority.
2. The Authorised Activities must be undertaken in accordance with the Management Plan titled “Blue Penguin Management Plan: Whakarire Avenue, Napier”, subject to any post receipt amendments.
3. Rock removal should only be done in the presence of a Suitably Qualified Person who is able to identify potential penguin burrows and move birds if necessary. These people are identified in Schedule 4. Any other “Suitably Qualified Persons” to undertake this activity (not listed in Schedule 4) must be approved by Operations Manager- Moana Dunlop-Smith, at [napier@doc.govt.nz](mailto:napier@doc.govt.nz) (Napier District Office).
4. When removing rocks, they should be replaced in a way that increases the number of penguin burrows available.
5. The catching, handling and liberating/relocating of penguins must only occur from March to September each year. Any penguins nesting (and the associated eggs and/or chicks) must not be captured, handled and liberated/relocated until nesting is completed/chicks are fledged. If any nesting penguins and (the associated eggs and/or chicks) are found during the construction work then work in that area must stop until nesting has ended/the chicks have fledged.
6. Moulting birds may be caught, handled and relocated/liberated by those authorised in Schedule 1.
7. The Authority holder is authorised to euthanise any injured penguin on recommendation of the Authorised Personnel listed under Schedule 1 Clause 3 and/or a veterinarian.
8. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
9. If any wildlife are injured, the Authority Holder must contact Grantor at [napier@doc.govt.nz](mailto:napier@doc.govt.nz), to receive advice on where the Authority Holder should take wildlife for rehabilitation.
10. If any of the wildlife should die, the Authority Holder must:
  - a. Inform the Grantor within 24 hours;
  - b. Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
  - c. Send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
  - d. Pay for any costs incurred in investigation of the death of any wildlife; and

e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

11. The number on any tags or bands found on dead marked individuals, or lost bands/tags, must be recorded and reported as instructed on the DOC website: <http://www.doc.govt.nz/our-work/bird-banding/reporting-a-bird-band/>

12. The Authority Holder is strongly encouraged to use current best practice when undertaking the Authorised Activity.

13. The proposed term is 01 October 2021 – 30 September 2023, however the specific activity may only occur between March to September each year.

Released under the Official Information Act

## SCHEDULE 4

### *Authorised Species*

Blue penguin	<i>Eudyptula minor</i>
--------------	------------------------

Released under the Official Information Act





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP  
Registration Number: 95981-CAP

THIS AUTHORITY is made this 28<sup>th</sup> day of October 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 28 October 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> s9(2)(a)

		Phone: s9(2)(a) Email: need to confirm.
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: 95982-FAU

**THIS AUTHORITY** is made this 8th day of December 2021

### **PARTIES:**

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

**AND**

**Auckland 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 Rebecca Rush acting under delegated authority in the presence of: Michelle Jenkinson, Community Ranger

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>Elegant gecko</td><td><i>Naultinus elegans</i></td></tr><tr><td>Forest gecko</td><td><i>Mokopirirakau granulatus</i></td></tr><tr><td>Pacific gecko</td><td><i>Dactylocnemis pacificus</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>Oligosoma aeneum</i>	Ornate skink	<i>Oligosoma ornatum</i>	Elegant gecko	<i>Naultinus elegans</i>	Forest gecko	<i>Mokopirirakau granulatus</i>	Pacific gecko	<i>Dactylocnemis pacificus</i>
Common Name	Scientific Name													
Copper skink	<i>Oligosoma aeneum</i>													
Ornate skink	<i>Oligosoma ornatum</i>													
Elegant gecko	<i>Naultinus elegans</i>													
Forest gecko	<i>Mokopirirakau granulatus</i>													
Pacific gecko	<i>Dactylocnemis pacificus</i>													
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>1. (Private) Section two - Olympic Park and Who Reserve and;</p> <p>2. (Private) Section five - Covil Park and Riverglade Esplanade;</p> <p>of the Te Whau Shared Pathway, West Auckland, as shown in Schedule 4.</p>												
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>■</p> <p>■</p> <p>4. Personnel under the supervision of Authorised Personnel.</p>												
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 <sup>st</sup> December 2021 and ending on and including 30 <sup>th</sup> November 2031												
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Level 2</p> <p>Bledisloe House</p> <p>24 Wellesley Street</p> <p>Auckland 1142</p> <p>New Zealand</p> <p>s9(2)(a)</p>												
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p>												

		Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
--	--	---

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1 Adhere to approved application

1.1 The Authorised Activity must be undertaken in accordance with the following documents submitted along with their wildlife application:

- a. the overarching **Lizard Management Plan titled “Lizard Management Plan for Te Whau Shared Pathway, West Auckland” and dated** (revision) July 2021 and;
- b. the specific Lizard Management Plan for section two titled “Lizard Management Plan for section two of the Te Whau shared pathway, West Auckland” dated September 2021 and;
- c. the specific Lizard Management Plan for section five titled “**Lizard** Management Plan for section five of the Te Whau shared pathway, West Auckland” dated September 2021;

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, clause 1, using methods in accordance with the relevant Lizard Management Plans described in 1.1.

#### 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 Plans to ensure adequate mitigation of effects has been achieved.

4.2 The Authority Holder will undertake lizard habitat replacement in accordance with the relevant Lizard Managements Plans described in 1.1, at a ratio of 1:1 for the non-indigenous vegetation types if 20 or more lizards are found in total.

4.3 DOC Operations Manager, Rebecca Rush at [aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@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 Monitoring

5.1 The Authority Holder will undertake lizard monitoring for the revegetation site(s) in accordance with the relevant Lizard Managements Plans described in 1.1, before the salvage and for 5 years thereafter.

## 6 Ownership of absolutely protected wildlife

- 6.1 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.
- 6.2 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.

## 7 Lizard capture and handling

- 7.1 Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
- 7.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
- 7.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 7.4 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/>
- 7.5 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.
- 7.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 7.7 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
- 7.8 The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 7.9 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.

## 8 Death of wildlife associated with salvage activities

8.1 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.

## 9 Euthanasia

9.1 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.

9.2 The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Authorised Personnel listed under Schedule 1(3) or a veterinarian.

## 10 Lizard Salvage Reporting

10.1 A report is to be submitted in writing to the DOC Operations Manager, Rebecca Rush at [aucklandpermissions@doc.govt.nz](mailto:aucklandpermissions@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.

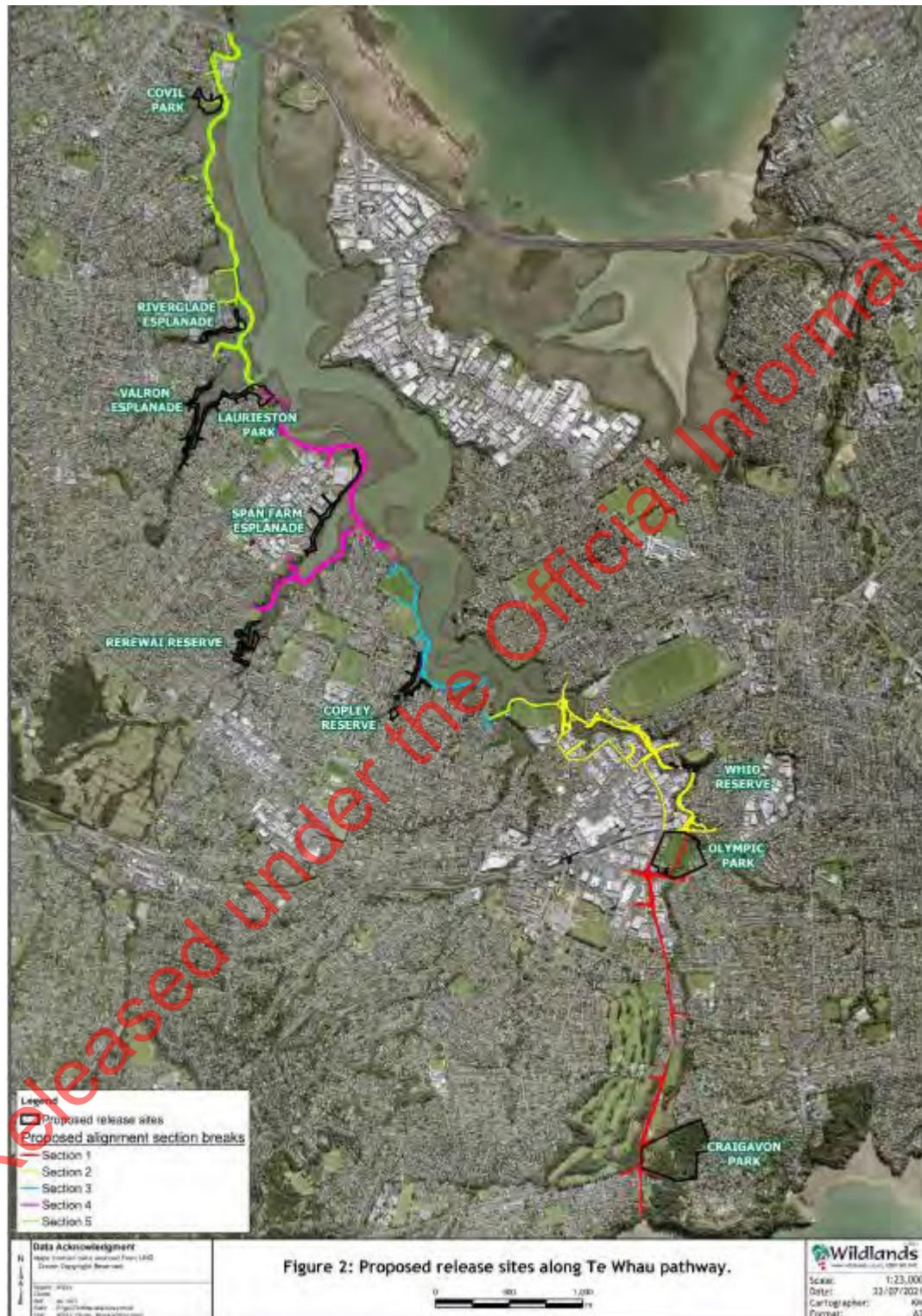
10.2 The report referenced in special condition 9.1 is also to be submitted to the Ecological Advice Team Manager, Natural Environment Specialist Services, Auckland Council at [ecologicaladvice@aucklandcouncil.govt.nz](mailto:ecologicaladvice@aucklandcouncil.govt.nz).

10.3 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

Sections two and five only, of the Te Whau pathway as set out in the lizard management plan titled “Lizard Management Plan for Te Whau Shared Pathway, West Auckland” and dated (revision) July 2021.





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

Authorisation Number: 95982-FAU

**THIS DEED OF VARIATION OF AN AUTHORITY** is made this 29<sup>th</sup> day of March 2022

### **PARTIES:**

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

**AND**

**Auckland Council** (the Authority Holder)

### **BACKGROUND**

- A. By an Authorisation dated the 8th day of December 2021 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

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

#### **1. Variation**

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

- (i) Clause 7.2 of Schedule 3 is deleted and replaced with, "Lizard capture, handling and relocation should be undertaken at a suitable time of year, October – April, when lizards are active, as advised by a suitably experienced herpetologist."

#### **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 Rebecca Rush as Operations Manager of Auckland acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General 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: 95983-FAU

**THIS AUTHORITY** is made this 24<sup>th</sup> day of November 2021

### **PARTIES:**

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

**AND**

**Babbage Consultants 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 Nick Kelly, Operations Manager of Coromandel 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>Shore skink</td><td><i>Oligosoma smithi</i></td></tr><tr><td>Moko skink</td><td><i>Oligosoma moco</i></td></tr><tr><td>Raukawa gecko</td><td><i>Woodworthia maculata</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>Oligosoma aeneum</i>	Ornate skink	<i>Oligosoma ornatum</i>	Shore skink	<i>Oligosoma smithi</i>	Moko skink	<i>Oligosoma moco</i>	Raukawa gecko	<i>Woodworthia maculata</i>
Common Name	Scientific Name													
Copper skink	<i>Oligosoma aeneum</i>													
Ornate skink	<i>Oligosoma ornatum</i>													
Shore skink	<i>Oligosoma smithi</i>													
Moko skink	<i>Oligosoma moco</i>													
Raukawa gecko	<i>Woodworthia maculata</i>													
2.	<b>The Land</b> (Schedule 2, clause 2)	(Private) s9(2)(a) as per 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 01 December 2021 and ending on and including 30 April 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>Level 4, 68 Beach Road Auckland Central Auckland 1010 New Zealand</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 "Lizard Management Plan: 44 Radar Road, Hot Water Beach" **and dated** July 2021, as submitted in their wildlife application.

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

#### 2 Mitigation Conditions

2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 using methods described in the lizard management plan titled "Lizard Management Plan: s9(2)(a)" **and dated** July 2021, as submitted in their wildlife application.

#### 3 Killing wildlife

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

#### 4 Salvage relocation and habitat enhancement

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

4.2 DOC Operations Manager, Nick Kelly at [nkelly@doc.govt.nz](mailto:nkelly@doc.govt.nz), is to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development or within the release site. A separate application to kill non-authorized species will be required.

#### 5 Ownership of absolutely protected wildlife

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

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

#### 6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
  - 6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
  - 6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
  - 6.4 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
  - 6.5 The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
  - 6.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
  - 6.7 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
  - 6.8 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
  - 6.9 The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
  - 6.10 The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.
- 7 Death of wildlife associated with salvage activities
    - 7.1 If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
      - a. inform the Grantor within 24 hours; and
      - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
      - c. send the body to Massey University Wildlife Post Mortem Service for **necropsy, along with details of the animal's history; and**
      - d. pay for any costs incurred in investigation of the death of any lizard; and
      - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
  - 8 Euthanasia

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

## 9 Lizard Salvage Reporting

- 9.1 A report is to be submitted in writing to the DOC Operations Manager, Nick Kelly at [nkelly@doc.govt.nz](mailto:nkelly@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:
- 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.
- 9.2 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).



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

Authorisation Number: 95992-CAP

**THIS AUTHORITY** is made this 22<sup>nd</sup> day of February 2022

### **PARTIES:**

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

**AND**

**Maungatautari Ecological Island 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. To obtain alive, have in possession, transfer and liberate sick, starving or injured protected species sourced from Sanctuary Mountain Maungatautari for rehabilitation purposes</li> <li>ii. To transfer, hold, release, take samples from and mark North Island Kaka for the purpose of captive management</li> </ul> <p>b) Species –</p> <ul style="list-style-type: none"> <li>i. Rehabilitation of species listed in Schedule 4 of this authority</li> <li>ii. Hold Kaka for captive management purposes</li> </ul> <p>c) Method –</p> <ul style="list-style-type: none"> <li>i. As specified in Schedule 3 of the authority</li> </ul> <p>d) Quantity –</p> <ul style="list-style-type: none"> <li>ii. Mark and hold in possession as required</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<ul style="list-style-type: none"> <li>➤ Rehabilitation activities - Maungatautari Mountain Scenic Reserve</li> <li>➤ Kaka Captive Management – sourced from captive facilities where available and released on Maungatautari Mountain Scenic Reserve</li> </ul>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>➤ s [REDACTED] g [REDACTED] ( [REDACTED] 2 [REDACTED] ) [REDACTED] ( [REDACTED] a [REDACTED] ) [REDACTED]</p> <p>Any other registered or suitably trained/qualified personnel under the direct supervision of the Authority Holder</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 March 2022 and ending on and including 29 February 2032</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: 99 Tari Road Pukeatua 3450 New Zealand Phone: 07 8705180</p>

		Email: <a href="mailto:heritage@maungatrust.org">heritage@maungatrust.org</a>
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>

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 Protected Wildlife

1. This Authorisation gives the Authority Holder the right to catch alive, liberate, mark and hold absolutely and/or partially protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

#### Rehabilitation

3. The Authority Holder recognises that staff attrition may impact their ability to undertake the authorised activity. The Authority Holder must contact the Department for a re-assessment of staff skillsets should key personnel including Janelle Ward leave Maungatautari Ecological Island Trust
4. that their ability to undertake the authorised activity including rehabilitation is impacted by the availability of key personnel and their expertise including s9(2)(a) If key personnel named on authority 95992-CAP leave the authorised holders organisation then a variation must be sought to include additional personnel to replace skills lost through staff/volunteer attrition
5. 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/>)
6. The Authority Holder must not euthanise any wildlife unless:
  - a. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  - b. a veterinarian recommends euthanasia on animal welfare grounds; or
  - c. the Authority Holder euthanises the wildlife under direction from the Grantor.
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, 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.
8. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
9. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with

permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.

10. Wildlife held for rehabilitation shall not be displayed to the public
11. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
12. 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 [bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz).
13. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor at [Permissionshamilton@doc.govt.nz](mailto:Permissionshamilton@doc.govt.nz) and [bayofislandsbooking@doc.govt.nz](mailto:bayofislandsbooking@doc.govt.nz) by 30 June in each year a copy of these annual records.
14. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
15. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.

#### Catch alive methods

16. For the purpose of capturing species for rehabilitation the Authority Holder is Authorised to catch alive with a mist net:

- a. Hihi / Stitchbird
- b. North Island Kokako
- c. Tieke / Saddleback
- d. Kakariki / Red-crowned parakeet
- e. **Kererū**
- f. Tui
- g. Miromiro / North Island Tomtit
- h. Bellbird
- i. Silvereye
- j. Riroriro / Grey Warbler
- k. **Pipīwharauerua / Shining Cuckoo**
- l. Tōtōuwai / North Island Robin
- m. Whitehead
- n. Titipounamu / Rifleman
- o. Piwakawaka / Fantail

17. For the purpose of capturing species for rehabilitation, the Authority Holder is Authorised catch alive by hand:

- Brown Kiwi
- Tuatara
- Forest gecko
- Green gecko
- Pacific gecko
- Goldstripe gecko
- Cook Strait striped gecko

- Copper skink
- Striped skink
- Takahe

18. For the purpose of capturing species for rehabilitation The Authority Holder is Authorised catch alive with a cage trap:

- North Island Kokako

19. For the purpose of capturing species for rehabilitation the Authority Holder Authorised to catch alive with a hand net:

- North Island Kokako
- Takahe

20. For the purpose of capturing species for rehabilitation the Authority Holder is Authorised to catch alive with capture pens:

- South Island Takahe

21. For the purpose of capturing species for rehabilitation the Authority Holder is Authorised to catch alive with feeders:

- Hihi / Stitchbird

22. For the purpose of capturing species for rehabilitation the Authority Holder is Authorised to catch alive by hand net:

- Tieke / Saddleback

23. For the purpose of capturing species for rehabilitation the Authority Holder is Authorised to catch alive with pitfall traps:

- Forest gecko
- Green gecko
- Pacific gecko
- Goldstripe gecko
- Cook Strait striped gecko
- Copper skink
- Striped skink

#### Mist-netting

24. 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**").

25. 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.

26. 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).

27. 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.

#### Banding of Wildlife

28. 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.
29. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
30. 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.
31. 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.
32. If a band is taken off a bird for any reason, it must NOT be used on another bird.
33. 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/>)
34. 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>)
35. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
36. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

#### Transmitter attachment – Brown kiwi

37. Transmitters may be attached to brown kiwi. The transmitter and attachment must weigh <2% of the body weight for kiwi weighing <1200g and no more than 25g for kiwi weighing >1200g. The Authority Holder must ensure that all handlers who attach

transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as **set out in the Department's Kiwi Best Practice Manual** provided online at: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

38. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
39. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.
40. 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

#### Transponder insertion

41. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide for the species.
42. A designated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for 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.
43. Transponders may be used on brown kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

#### Injured and Dead Wildlife

44. The Authority Holder must immediately notify the Grantor's Waikato District Office of the injury of any wildlife caused by the activities permitted under this Authority, with full details of the situation and the date of the event.
45. Where necessary, the Authority Holder may hold sick and injured wildlife in temporary captivity in on-site facilities for up to five days for the purpose of administering treatment by a qualified veterinarian and to allow for subsequent recovery of the wildlife.
46. 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:
  - i. Inform the Grantor's Waikato District Office by email within 48 hours
  - ii. Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours
  - iii. Send the body to Massey University Wildlife

- iv. e Post-mortem Service for necropsy, along with details of its history
  - v. Pay for any costs incurred in investigation of the death
  - vi. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
  - vii. Access to Property for Inspection
47. The Authority Holder consents to any officer of the Grantor, at any reasonable time, inspecting the protected species rehabilitation facilities. The Authority Holder must comply with any directions of the officer of the Grantor and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder. If required by the Grantor, the holder of this Authority must make such improvements rehabilitation facilities in order to provide rehabilitation activities under this authority

#### Wildlife Health Management

48. If required by the Grantor, the Authority Holder must make improvements to wildlife management techniques (catching, handling, sampling, liberating and monitoring), and take such steps as directed to ensure the welfare of the wildlife.
49. The Authority **Holder must contact the Grantor's Waikato District Office** (email: [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz)) to obtain copies of all best practice guides, standard operating procedures and protocols for the management
50. The Authority Holder must comply with the standards **set out in the Grantor's Wildlife Health Management Standard Operating Procedure.**
51. 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.
52. The Authority Holder must ensure that all handlers taking blood and cloacal samples have been approved in writing by the Department as accredited for these activities
53. The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor at [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) and [waikato@doc.govt.nz](mailto:waikato@doc.govt.nz) for inclusion in the National Wildlife Health Database

## SCHEDULE 4

SPECIES COMMON NAME	SCIENTIFIC NAME
North Island kokako	<i>Callaeas wilsoni</i>
Tieke / Saddleback	<i>Philesturnus rufusater</i>
Kereru Bellbird Tui Morepork	
NI kaka	<i>Nestor meridionalis</i>
NI Brown Kiwi, Western Taxa	<i>Apteryx mantelli</i>
New Zealand Falcon	<i>Falco novaeseelandiae</i>
Hihi, Stitchbird	<i>Notiomystis cincta</i>
SI takahe	<i>Porphyrio hochstetteri</i>
Tuatara	<i>Sphenodon punctatus</i>
NI Robin Whitehead	<i>Petroica longipes</i> <i>Mohoua albicilla</i>
Tomtit Silvereye Grey Warbler	
Titipounamu/ NI Rifleman	<i>Acanthisitta chloris granti</i>
Australasian Harrier	<i>Circus approximans</i>
Hochstetter's Frog	<i>Leiopelma hochstetteri</i>
Long tailed bat	<i>Chalinolobus tuberculatus</i>
Lizards including skinks and geckoes as required	





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

Authorisation Number: 95996-FAU

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

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Andy Thompson – Mahaanui 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.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p><u>Activity:</u></p> <p>i. to catch alive and liberate Southern Grass Skink <i>Oligosoma aff. Polychroma Clade 5</i> and McCann's Skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan dated July 2021 titled "Lizard Management Plan for 266 &amp; 276 Highsted Wetland Basin – Phase 2".</p> <p><u>Quantity:</u></p> <p>i. As required.</p> <p><u>Methodology:</u></p> <p>i. Catch alive</p> <p>a. By hand</p> <p>b. Funnel traps (Gee's-Minnow traps)</p> <p>c. Pitfall traps</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	266 & 276 Highsted Road, Casebrook, Christchurch
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a) s9(2)(a)</p> <p>b) Others under the supervision of s9(2)(a)</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 19 November 2021 and ending on and including 30 June 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>53 Hereford Street Christchurch Central Christchurch 8154 Email: Olga.Naumova@ccc.govt.nz</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

#### Lizard Management Plan

1. The Lizard Management Plan titled "Lizard Management Plan for 266 & 276 Highsted Wetland Basin – Phase 2" annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

3. If Southern Grass Skink *Oligosoma aff. polychroma*, should die, where unavoidable following proper compliance with this Authority, the Authority Holder must inform the Community Ranger [lellis@doc.govt.nz](mailto:lellis@doc.govt.nz) or Mahaanui District Office within 24 hours.

#### Salvage relocation and habitat enhancement

4. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Species Specific Management Plan(s) to ensure adequate mitigation of effects has been achieved.
5. During wildlife salvage operations or construction, if Threatened wildlife are found that are not specified on clause 1 of Schedule 1 of this Authority within the footprint of the site, the Authority Holder must contact the inform the Community Ranger [lellis@doc.govt.nz](mailto:lellis@doc.govt.nz) or Mahaanui District Office for advice.
6. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the Mahaanui Operations Manager.

#### Lizard Salvage Reporting

7. A report is to be submitted in writing to [lellis@doc.govt.nz](mailto:lellis@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
  - permission number 95996-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.
8. 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**

The Lizard Management Plan dated July 2021 titled "Lizard Management Plan for 266 & 276 Highsted Wetland Basin – Phase 2". [DOC-6841821](#).

Released under the Official Information Act





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

Authorisation Number: 96003-FAU

**THIS AUTHORITY** is made this 28<sup>th</sup> of March 2022

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Janine Sidery, 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>Activity</p> <p>To catch alive, handle, and liberate absolutely protected wildlife.</p> <p>Species</p> <p>All South Island lizard species in the following genera: <i>Woodworthia</i>, <i>Naultinus</i>, <i>Mokopirirakau</i>, <i>Oligosoma</i>, <i>Toropuku</i>, and <i>Hoplodactylus</i>.</p> <p>Methods</p> <p>As described in the DOC Herpetofauna Inventory and Monitoring Toolbox – artificial retreats, funnel trapping, pitfall trapping, systematic searches, photo-identification.</p> <p>Other industry-accepted methods as they are developed.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private and council land in the South Island.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other suitably experienced person under the direct supervision of s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 28<sup>th</sup> March 2022 and ending on and including 27<sup>th</sup> March 2032</p>
5.	<p><b>Authority Holder's</b> address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	<p><b>Grantor's address</b> for notices</p>	<p>The Grantor's address for all correspondence is:</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. Lizard capture and survey
- 1.1 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 1.2 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/> and other industry-accepted methods as they are developed.
- 1.3 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.
- 1.4 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 1.5 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.
- 1.6 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.
- 1.7 The Authority Holder must only use methods to search for lizards that preserve habitat quality. Destructive surveying is not permitted under this Authority.
- 1.8 Lizards must only be handled by Personnel Authorised to Undertake this Activity, s9(2)(a) or under the direct supervision of the Authorise Personnel.
- 1.9 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. Current hygiene protocols will be provided to the permit holder by the relevant Office when contacted in advance of intended survey/research visit.
- 1.10 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.
- 1.11 Lizard capture and handling should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist. Lizards shall not be surveyed for during the heat of the day or when temperatures exceed 25 °C.

## 2. Use of funnel traps (e.g., gee-minnows) for lizard capture

- 2.1 If, during the authorised activities of catch or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk OR >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor be informed within 24 hours.
- 2.2 Funnel traps must not be used when it is thought that predators are at damaging populations in the experience of the Authority Holder in the authorised location.
- 2.3 Funnel traps shall be furnished with material to provide retreat from predators, and that provides shading and/or protection from weather conditions. Shading and protection from weather shall be provided over the entire trap.
- 2.4 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.

## 3. Notification

- 3.1 The applicant should notify local District Offices and iwi groups 2 weeks prior to carrying out the activity. Contact details for local iwi can be obtained from District Offices.

## 4. Private land

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

## 5. Interaction with public

- 5.1 Surveyors carrying out the authorised activity must have appropriate ID or branding for public perception purposes.
- 5.2 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.

## 6. Reporting

- 6.1 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or [herpetofauna@doc.govt.nz](mailto:herpetofauna@doc.govt.nz).

6.2 ARDS cards should also be sent to the relevant DOC offices so that they may be forwarded to local treaty partners.

## 7. Management of effects

7.1 Surveying shall not take place in areas where it may cause disturbance to native nesting birds or at-risk invertebrate communities.

7.2 Collection sites are to be left in as natural a state as possible. All equipment must be removed from the site after the authorised activities have been completed.

7.3 The Authority Holder shall conduct the activity in a safe and reliable manner, including:

- 7.3.1 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.
- 7.3.2 Acknowledgement that the Grantor accepts no responsibility for the safety of the Authority Holder.

## 8. Biosecurity – myrtle rust

8.1 Myrtle rust is widely distributed across the North Island and in the north and west of the South Island. The Authority Holder shall comply with the following:

- 8.1.1 The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust/>
- 8.1.2 The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
- 8.1.3 The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where Myrtaceae are part of the flora.

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

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

## 9. Miscellaneous

9.1 A new sub clause is added at Schedule 2 Clause 7.1 **which reads: “(c) or for any other purpose the Grantor decides”.**





## Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: [to be completed by the administrator]

THIS AUTHORITY is made this 7<sup>th</sup> day of September 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>[REDACTED]</p> <p>[REDACTED]</p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 7 <sup>th</sup> day of September 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>

		<div>s9(2)(a)</div> <div></div>
5.	<b>Grantor's address</b> for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: <a href="mailto: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: **96030-RES**

**THIS AUTHORITY** is made this 7<sup>th</sup> day of October 2021

### **PARTIES:**

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

**AND**

**Massey University** (the Authority Holder)

### **BACKGROUND**

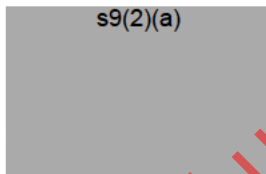
- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

### **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

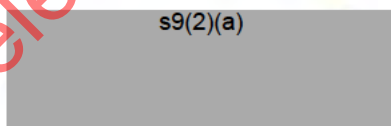
s9(2)(a)



Zane Jensen, Operations Manager, Rotorua District

acting under delegated authority in the presence of:

s9(2)(a)



Carrie Abbott, Ranger, Rotorua

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 – Study ultrasonographic characteristics of regressing yolk sacs in newly-hatched brown kiwi chicks. This involves:</p> <ul style="list-style-type: none"> <li>i. Catch, handle, and hold birds</li> <li>ii. Apply ultrasound gel</li> <li>iii. Scan yolk sac region with high-frequency ultrasound probe</li> <li>iv. Remove gel, dry chicks, release</li> <li>v. Repeat process for each bird, no more frequently than once every two days, until yolk sac no longer discernible.</li> </ul> <p>b. Species – North Island Brown Kiwi (<i>Apteryx mantelli</i>)</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> <li>i. Up to 30 chicks, sourced from the three sites below, as required and as newly-hatched chicks are available.</li> </ul> <p>d. Method – All methods and objectives will be as described in the Authority Holder's Application Form and its attachments, as signed and dated on 20 August 2021.</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>The National Kiwi Hatchery Rotorua</p> <p>Crombie Lockwood Kiwi Burrow, Wairakei Golf and Sanctuary</p> <p>Pukaha National Wildlife Centre, Mount Bruce, Wairarapa</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Kerri Morgan</p> <p>s9(2)(a)</p> <p>Any other persons authorised by the above</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 11 October 2021 and ending on and including 31 March 2023
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Massey University</p> <p>Tennent Drive, Palmerston North 4442</p> <p>Phone: 0800 627739                      Mobile 021 241 4227</p>

		Email: <a href="mailto:K.J.Morgan@massey.ac.nz">K.J.Morgan@massey.ac.nz</a> s9(2)(a)
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team Hamilton Shared Services 73 Rostrevor Street Hamilton 3240 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.

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Property of the Crown

1. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.

#### Private land

2. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
3. The Authority Holder must at all times during the Authorised Activity, consult and co-operate fully with representatives of the three organisations where the kiwi are held, and take no action that compromises their responsibilities and competencies in managing the birds.
4. Preferably, the Authorised Activity should take place during weighing or feeding time only and be dependent on the chicks' behaviour, so that human intervention is kept to a practical minimum.

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

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

#### Expectations of the public

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

#### Animal Ethics Committee (research institute)

9. The Authority Holder will obtain a New Zealand Animal Ethics Committee consent to carry-out the Authorised Activity. This Authority document is not valid or operative until that consent is obtained.

#### Reporting

10. The Authority Holder shall, upon completion of the research or expiry or revocation of this Authority, forward a summary report of the research findings to the Grantor within one month. The report shall be forwarded electronically to [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) [rotorua@doc.govt.nz](mailto:rotorua@doc.govt.nz) [masterton@doc.govt.nz](mailto:masterton@doc.govt.nz) and [rcolbourne@doc.govt.nz](mailto:rcolbourne@doc.govt.nz) citing in all cases Authority number 96030-RES. The Authority holder acknowledges that the Grantor may forward a copy of that Summary to affected iwi groups. That report shall contain any implications of the results for conservation management.

11. All records shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

**Capture and handling**

12. The Authority Holder must ensure all catching, handling, release and monitoring activities are undertaken according to standard best practice as used by DOC researchers working with kiwi.

**General**

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

Released under the Official Information Act



# Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: **96049-FAU**

**THIS AUTHORITY** is made this 20<sup>th</sup> day of January 2022

## **PARTIES:**

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

**AND**

**National Institute of Water and Atmospheric Research Limited (NIWA)** (the Authority Holder)

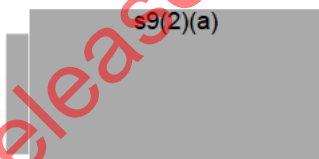
## **BACKGROUND**

- 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 49 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)

Aaron Fleming, Director Operations, Southern South Island

acting under delegated authority in the presence of:



s9(2)(a)

Witness Signature:

Witness Name: Tze-Yu Joanne Liew

Witness Occupation: Personal Assistant to Director Operations Southern South Island

Witness Address: Cavells Building, 1 Arthurs Point, Queenstown 9371

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><b>Activity and quantities:</b></p> <p>Catch and handle</p> <p>a. Catch and handle up to 750 Southern Buller's albatross (<i>Thalassarche bulleri bulleri</i>) and up to 100 Snares penguins (<i>Eudyptes robustus</i>) per annum.</p> <p>Feathers</p> <p>b. Take 5-6 small body feather samples from up to 40 Southern Buller's albatross (<i>Thalassarche bulleri bulleri</i>) and up to 40 Snares penguins (<i>Eudyptes robustus</i>) per annum</p> <p>Blood</p> <p>c. Take 0.5ml blood samples from up to 40 Southern Buller's albatross (<i>Thalassarche bulleri bulleri</i>) and up to 40 Snares penguins (<i>Eudyptes robustus</i>)</p> <p>ID bands</p> <p>d. Attach identification bands to up to 750 Southern Buller's albatross (<i>Thalassarche bulleri bulleri</i>) and up to 100 Snares penguins (<i>Eudyptes robustus</i>) per annum.</p> <p>Geo-tags</p> <p>e. Mark by attaching light-based geolocation tags, Migrate Technology C65 tag (or similar) to up to 40 Southern Buller's albatross (<i>Thalassarche bulleri bulleri</i>) and up to 40 Snares penguins (<i>Eudyptes robustus</i>)</p>
2.	<p><b>The Land</b> (Schedule 2, clause 2)</p>	<p>North East Island, Snares Islands Nature Reserve</p> <p>Albatross sites: Molyhawk Bay, Lower Puniu- and Upper Puniu Bays</p> <p>Penguin sites: Station Cove</p>
3.	<p><b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> <li>- s9(2)(a)</li> <li>- s9(2)(a) ; and</li> <li>- Other suitably qualified personnel as supervised by the above. (Team members all to be identified in separate Entry Permit application).</li> </ul>
4.	<p><b>Term</b></p>	<p>Commencing on and including 1 February 2022 and ending on and including 31 January 2027 (five years)</p>

	(Schedule 2, clause 4)	
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</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 on the Land described in Schedule 1, Item 2.
- 2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

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

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

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

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

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

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

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

- 5.3 The Authority Holder must not bury:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Biosecurity**

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

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

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

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

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Ownership of 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.
3. As the individuals conducting the Activities are doing so on behalf of or as part of an institute or organisation; they may require approval from the Animal Ethics Committee of the researcher's institution as per the Animal Welfare Act 1999. This Authority is not legally valid until all the necessary Animal Ethics Approval(s) are obtained.

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

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

#### Euthanasia

5. The Authority Holder must not euthanise any wildlife unless:
  - a. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  - b. allowing the animal to stay alive is clearly inhumane; or
  - c. the Authority Holder euthanises the wildlife under direction from the Grantor.

#### Capture and handling

6. s9(2)(a), a Level 3 bander, certified under the New Zealand National Bird Banding Scheme, 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.

7. 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**").
8. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
9. 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.
10. 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.
11. If a band is taken off a bird for any reason, it must NOT be used on another bird.
12. 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.
13. 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.

### **Research reports**

14. 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 to the Murihiku Office [invercargill@doc.govt.nz](mailto:invercargill@doc.govt.nz).
15. A final report must be submitted within one month of its completion and contain the following:
  - a. the Authority Number 96049-FAU;
  - b. a summary of research findings;
  - c. any implications for conservation management.
16. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

### **Didymo biosecurity**

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





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

Authorisation Number: 96058-FAU

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

### **PARTIES:**

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

**AND**

**Helps Pōhatu Conservation Trust** (the Authority Holder)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and

**PERMITS** the Authority Holder pursuant to section 11 of the Marine Reserves Act;

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

s9(2)(a)

SIGNED on behalf of the Grantor by Nicola Toki, Operations Director, Christchurch acting under delegated authority  
in the presence of:

s9(2)(a)

Witness Signature – Justine Driver, Personal Assistant

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>to obtain, liberate, transfer or kill; to mark through the use of PIT Tags; to take samples of; the following absolutely protected wildlife for the purpose of penguin rescue and rehabilitation:</p> <ul style="list-style-type: none"> <li>i. Little Blue Penguin (<i>Eudyptula minor</i>)</li> <li>ii. Yellow-Eyed Penguin (<i>Megadyptes antipodes</i>)</li> </ul> <p>2. Quantity –</p> <ul style="list-style-type: none"> <li>a. Little Blue Penguin (<i>Eudyptula minor</i>) - Up to 25 at any one time</li> <li>b. Yellow-Eyed Penguin (<i>Megadyptes antipodes</i>) – Up to 5 per year</li> </ul> <p>3. Method –</p> <ul style="list-style-type: none"> <li>a. obtain, liberate, transfer – by hand</li> <li>b. to mark by PIT tags – by the Authorised Personnel subject to Schedule 3</li> <li>c. take samples of – needle venepuncture by Authorised Personnel subject to Schedule 3</li> <li>d. kill – kill by shooting by Authorised Personnel as per schedule 1 Clause 3.</li> </ul>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private land at s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other person deemed suitably qualified, experienced, and trained to undertake the authorised activity under the direct supervision of the authority holder.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 November 2021 and ending on and including 31 October 2026</p>
5.	<p><b>Authority Holder's</b> address for notices</p>	<p>The Authority Holders address in New Zealand is:</p>

	(Schedule 2, clause 8)	2/8 Rue Balguerrie Akaroa 7520 New Zealand Phone: s9(2)(a) Email: convservation@pohatu.co.nz
6.	<b>Grantor's address</b> for notices	<b>The Grantor's address for all correspondence is:</b> Department of Conservation Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

Released under the Official Information Act

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

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

#### 2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

#### 3. Who is authorised?

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

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

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

#### 5. What are the liabilities?

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1. 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.
- 1.3. No wildlife or material held pursuant to this Authority, being either the target material or other material contained within or derived from the target material, shall be used for commercial purposes or patenting, or registration of intellectual property rights on any derivative.

#### 2. Rehabilitation

- 2.1. The Authority Holder is Authorised to catch and handle the wildlife for emergency penguin rescues at a maximum distance of 20 kilometres from the land described under Schedule 1, Clause 2, for the purpose of tending to injuries or for rehabilitation.
- 2.2. 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.
- 2.3. All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
- 2.4. Wildlife held for rehabilitation shall not be displayed to the public
- 2.5. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.

#### 3. Media

- 3.1. 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.
- 3.2. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e., that



wildlife is held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation.

#### 4. Euthanasia

- 4.1. For acceptable methods of avian euthanasia view the policy document developed by the New Zealand Veterinary Association.
- 4.2. 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; or
  - (d) The Authority Holder has the skills to humanely euthanise
- 4.3. In all other cases, the Authority holder must not euthanise wildlife unless:
  - (a) The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor
  - (b) Euthanasia is performed by a veterinarian on animal welfare grounds; or
  - (c) The Authority Holder euthanises wildlife under direction of the Grantor.

#### 5. Transponder Insertion

- 5.1. Insertion of transponders should be carried out according to the relevant Best Practice guidelines for Little Penguins.
- 5.2. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for **little penguins/kororā 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.
- 5.3. Electronic records of birds marked with transponders are to be submitted to the Banding Office at least annually (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
- 5.4. 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.

#### 6. Reporting

- 6.1. 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/>) The Authority Holder shall cite Authority number 96058-FAU when making such notification.
- 6.2. 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)

- 6.3. 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 by 30 June in each year a copy of these annual records.
- 6.4. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
- 6.5. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in their rehabilitation.
- 6.6. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "Or for any other **reason that the Grantor may decide**".

#### SCHEDULE 4



Wildlife Animal  
Health, Full physical



Wildlife  
Rehabilitator annuat-2017



Rehabbers-checklis NZVA-Policy-Euthan  
asia of avian patient





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

Authorisation Number: 96060-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of November 2021

### **PARTIES:**

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

**AND**

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

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

s9(2)(a)

SIGNED on behalf of the Grantor by Andy Thompson – Mahaanui 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.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p><u>Activity:</u></p> <p>i. to catch alive and liberate Southern Grass Skink <i>Oligosoma aff. Polychroma Clade 5</i> and McCann's Skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan dated September 2021 titled "Lizard Management Plan for Section 1C of the Northwest Arc Major Cycle Route".</p> <p><u>Quantity:</u></p> <p>i. As required.</p> <p><u>Methodology:</u></p> <p>i. Catch alive</p> <p>a. By hand</p> <p>b. Funnel traps (Gee's-Minnow traps)</p> <p>c. Pitfall traps</p> <p>d. Artificial cover objects (ACO's)</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>Salvage site (catch alive and liberate): Land adjacent to 205 Annex Road, Hillmorton, Christchurch.</p> <p>Release Site (liberate): Styx Mill Conservation Reserve</p>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>a) s9(2)(a)</p> <p>b) Any other person under the supervision of the above authorised personnel</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 10 November 2021 and ending on and including 31 May 2025
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders' address in New Zealand is:</p> <p>53 Hereford Street Christchurch Central Christchurch 8154 Fax: 03 9418033</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Hamilton Level 3 73 Rostrevor Street</p>

		Hamilton 3204 permissionshamilton@doc.govt.nz
--	--	--

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

#### 1. Interpretation

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

#### 2. What is being authorised?

6. The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
7. 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.
8. 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.
9. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
10. The Authority Holder may publish authorised research results.
11. 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?

12. 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?

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

#### 5. What are the liabilities?

14. 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.
15. 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.
16. 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?**

17. 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?**

18. 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.
19. 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?**

20. 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:
  - (b) in the case of personal delivery, on the date of delivery;
  - (c) in the case of post, on the 3rd working day after posting;
  - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

4. 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?**

5. 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?**

6. 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?**

7. 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 Section 1C of the North West Arc Major Cycle Route” annexed to this Authority as Schedule 4, forms a Part of this Authority.

#### Ownership of absolutely protected wildlife

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

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

4. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must contact the Mahaanui District Office within 24 hours and follow instructions of the Mahaanui Operations Manager.

#### Salvage relocation and habitat enhancement

5. During wildlife salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact Leeann Ellis, Community Ranger Mahaanui District Office – [lellis@doc.govt.nz](mailto:lellis@doc.govt.nz).
6. In the event more than 20 lizards are captured then the Authority Holder shall carry out monitoring in accordance with the Lizard Management Plan.
7. The Authority Holder shall ensure that the project herpetologist is at the on-site induction meeting prior to works commencing.

#### Lizard Salvage Reporting

8. A final report is to be submitted to [lellis@doc.govt.nz](mailto:lellis@doc.govt.nz) citing permission number 96060-FAU within 3 months of the expiry of this authority, summarising outcomes in accordance with the Species Specific Management Plan. The report must include:

- the species and number of any animals collected and released;
- the GPS location (or a detailed map) of the collection point(s) and release point(s);
- results of all surveys, monitoring or research.

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

## **SCHEDULE 4**

Lizard Management Plan for Section 1C of the North West Arc Major Cycle Route dated September 2021 at [DOC-6828811](#). Will be printed out and attached to Authority.

Released under the Official Information Act

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

Authorisation Number: 96063-FAU

**THIS AUTHORITY** is made this 10<sup>th</sup> day of November 2021

## **PARTIES:**

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

**AND**

**Waimakariri 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 (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.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>Activity</p> <p>Catch alive, temporarily hold in possession, liberate, and kill the following lizard species:</p> <ul style="list-style-type: none"> <li>○ Southern grass skink, <i>Oligosoma aff. polychroma</i> Clade 5</li> <li>○ McCann's skink, <i>Oligosoma maccanni</i></li> </ul> <p>Methods</p> <p>As described in the Lizard Management Plan titled "<i>Lizard Management Plan for the Kaiapoi Stormwater and Flooding Improvements Project</i>" provided to the Department on 19/08/21, and its amendments provided to the Department on 12/10/21 (Schedule 4).</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	<p>Salvage site</p> <ul style="list-style-type: none"> <li>- 213 Beach Road, Kaiapoi, Canterbury</li> <li>- 1 Ferry Road, Kaiapoi, Canterbury</li> <li>- 10 Askeaton Drive, Kaiapoi, Canterbury</li> </ul> <p>Release site</p> <ul style="list-style-type: none"> <li>- Tuhaitara Coastal Park, Kaiapoi, Canterbury</li> </ul>
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Christine McClure and others under the direct supervision of the Authorised Personnel
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 <sup>st</sup> November 2021 and ending on and including 30 <sup>th</sup> April 2026
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>215 High Street Rangiora 7400 New Zealand</p> <p>Phone: 0800 965468 Email: harriette.davies@wmk.govt.nz</p>
6.	<b>Grantor's address for notices</b>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 3 73 Rostrevor Street</p>

		Hamilton, 3204  Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
--	--	---

Released under the Official Information Act

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act



## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

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

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.

#### **Mitigation Conditions**

2. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 using methods described in the lizard management plan titled "*Lizard Management Plan for the Kaiapoi Stormwater and Flooding Improvements Project*" provided to the Department on 19/08/21 and its amendments provided to the Department on 12/10/21 (Attached in Schedule 4).

#### **Killing wildlife**

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

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

4. The Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the Lizard Management Plan to ensure adequate mitigation of effects has been achieved.
5. DOC Operations Manager, Andy Thompson ([athompson@doc.govt.nz](mailto:athompson@doc.govt.nz), 027 539 8800), 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-authorized species will be required.

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

6. This Authorisation gives the Authority Holder the right to temporarily 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.
7. 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**

8. Lizards must only be handled by Authorised Personnel, Christine McClure, or under the direct supervision of the Authorised Personnel.

9. Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – May, when lizards are active, as advised by a suitably experienced herpetologist.
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 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.
13. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
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. A separate holding bag must be used for each animal. 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.
16. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

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

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

#### **Euthanasia**

18. 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**

19. A report is to be submitted in writing to DOC Operations Manager, Andy Thompson ([athompson@doc.govt.nz](mailto:athompson@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.
20. 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



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

Authorisation Number: 96073-CAP

**THIS AUTHORITY** is made this 20<sup>th</sup> day of March 2022

### **PARTIES:**

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

**AND**

**Benpen 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 David Hayes, Picton 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><b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <p><u>Advocacy</u></p> <ul style="list-style-type: none"> <li>i. to obtain alive Red crowned parakeet (<i>Cyanoramphus novaezelandiae novaezelandiae</i>) for the purpose of display and advocacy</li> <li>ii. to transfer, take and destroy the eggs of, Red crowned Parakeet (<i>Cyanoramphus novaezelandiae novaezelandiae</i>) for the purpose of population control</li> <li>iii. to obtain alive Yellow Crowned Parakeet (<i>Cyanoramphus auriceps</i>) for the purpose of display and education</li> <li>iv. to transfer, take and destroy the eggs of, Yellow Crowned Parakeet (<i>Cyanoramphus auriceps</i>) for the purpose of population control</li> <li>v. to obtain alive and transfer listed Lizards in schedule 1.b for the purpose of display and advocacy</li> </ul> <p><u>Rehabilitation</u></p> <ul style="list-style-type: none"> <li>vi. to obtain alive for the purpose of rehabilitation, any absolutely protected or partially protected wildlife being birds, or any game or any other species of wildlife being birds</li> <li>vii. to liberate, for the purpose of rehabilitation under Schedule 1.1. a.iv, any absolutely protected or partially protected wildlife being birds or any game or any other species of wildlife being birds, the taking of which is not for the time being permitted</li> </ul> <p>b. Quantity and Species –</p> <ul style="list-style-type: none"> <li>i. Red Crowned Parakeet (Kākāriki)– Obtain and breed up to 40</li> <li>ii. Yellow Crowned Parakeets (Kākāriki) – Obtain and breed as required</li> <li>iii. Marlborough green gecko (<i>Naultinus manukanus</i>) – up to 20 individuals</li> <li>iv. Forest gecko (<i>Hoplodactylus granulatedus</i>) – up to 20 individuals</li> </ul> <p>c. Method – as set out in Schedule 3</p>
2.	The Land	Lochmara Lodge, Lochmara Bay

	(Schedule 2, clause 2)	41A London Quay Waterfront Picton 7220
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	<p>- s9(2)(a)</p> <p>- </p> <p>Any other suitable personnel under the authority holder's supervision (Benpen Limited) deemed to be appropriately trained and experienced to undertake the permitted activity</p>
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 20 March 2022 and ending on and including 19 March 2032
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>41A London Quay Waterfront Picton 7250 New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: <a href="mailto:office@lochmaralodge.co.nz">office@lochmaralodge.co.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 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**

#### **Euthanasia**

1. The Authority Holder must not euthanise any wildlife unless:
  - a) the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
  - b) a veterinarian recommends euthanasia on animal welfare grounds; or
  - c) the Authority Holder euthanises the wildlife under direction from the Grantor.
2. If any absolutely protected or partially protected wildlife is found to be permanently injured in a way that it will never be able to be returned to the wild the Authority Holder must inform the grantor immediately and comply with any directions given.

#### **Captive holding for rehabilitation**

3. 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/>).
4. All injured and sick birds must be assessed as soon as practical after being received by a holder to determine the extent of the injury/disease and the likelihood of successful rehabilitation (release to the wild and ability to feed and behave normally and positively contribute to the wild population/ecosystem e.g. breeding, keystone species). This assessment includes consideration of;
  - a) the likelihood of successful rehabilitation;
  - b) the animals' welfare during treatment/rehabilitation;
  - c) disease risks associated with treatment/rehabilitation and release;
  - d) the animal's welfare and quality of life after treatment/rehabilitation; and
  - e) the availability of suitable approved captive management programmes in the event the treatment/rehabilitation is unsuccessful.
5. 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 three months. If rehabilitation of an individual animal requires to be held longer than three months, the Authority Holder must seek permission from the Grantor to hold the animal for that period of time.
6. All wildlife must be released where it was found, or the closest safe location, in consultation with and as directed by the Grantor. Wildlife must not be released onto public conservation land without an authorisation issued by the Department of Conservation to do so.
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.

8. Wildlife held for rehabilitation shall not be displayed to the public
9. 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.
10. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
11. The authority holder may capture, hold and transport any other protected native bird species or game birds not specifically listed in this authority for the purpose of rehabilitation if the authority holder:
  - a) Contacts the Department of Conservation ("DOC") as soon as reasonably practicable on each occasion for every bird that is a protected species not listed in this authority to advise DOC of the authority holder's proposed actions; and
  - b) Complies with all directions given by the relevant DOC operations manager (or warranted enforcement officer).
12. The birds and the enclosures in which they are kept are to be made available for inspection by officers of the Department of Conservation.
13. The enclosures in which the birds are kept must be in appropriate and hygienic conditions suitable for the birds welfare including catering for their physical and development needs.
14. If any bird should die it is to be forwarded to the Director, National Museum, and may not be retained or otherwise disposed of unless the Grantor has approved such alternatives.
15. The Authority Holder may take blood samples from the birds for disease screening and lead toxicity testing. Samples must be destroyed after using them for such purposes.

### **General Captive Holding**

16. Wildlife listed under this Authority may:
  - a. be held in captivity in numbers as required for management or as directed by Technical Specialist Group(s)
  - b. handled for the purpose of captive management healthcare checks only
17. 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.
18. Any injuries or deaths resulting from the implementation of the Authorised Activities must be reported to the Grantor's Picton Office ([picton@doc.govt.nz](mailto:picton@doc.govt.nz)) as soon as possible after the incident but at least within one week.

19. 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.
20. The Authority Holder should use current best practice when undertaking the Authorised Activities. The current best practice guidance is located at <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/>.
21. Catching and handling, using experienced personnel, must only occur for the purpose of taking blood, feather and disease samples, weight, measurements, moult, photographs, or identification of sex or age.
22. Disturbing protected wildlife for survey, monitoring or management purposes must be kept to minimum but is permitted for the research, management and maintenance/recovery of the species.
23. Capture and handling methods shall follow those described in the species modules of the Inventory and Monitoring Toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
24. Once any wildlife enclosure reaches carrying capacity, the Authority Holder shall contact the Grantor's Picton Office ([picton@doc.govt.nz](mailto:picton@doc.govt.nz)) to receive the Grantor's directions as to whether:
  - a. an application is to be made to translocate any wildlife
  - b. any wildlife may be transferred to other Authorised Holder's
25. 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.
26. The Authority Holder shall operate under a captive management plan, husbandry manual and advocacy plan, approved by the Grantor, for all wildlife held for the purpose of display.
27. The wildlife must not be housed with any other species.
28. The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor of the death, escape or disappearance of any protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
29. The Authority Holder must notify the Grantor prior to relocating the protected species to a new location and apply for an Authority to keep the protected species at that new location.
30. All parcels, packages, cases, bags, luggage, or other containers containing any protected wildlife that are to be sent by any carrier, forwarding agent or by any other means, shall



be 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.

31. If required by the Grantor, the Authority Holder shall, make improvements to any enclosure as deemed necessary and take such other steps as directed, to ensure the welfare of all absolutely protected wildlife held under this Authority. The Authority Holder shall bear the costs of all such improvements and steps directed.

### **Red -crowned and yellow-crowned Parakeet (Kākāriki)**

32. No parakeets shall be released into the wild under this Authority. All wild release shall be by way of a separate translocation Authorisation.
33. Parakeet eggs may be pricked in the nest.
34. The kākāriki, their progeny or their eggs may be obtained only from persons holding an Authority to keep kākāriki in captivity.
35. Kākāriki and their eggs may only be transferred to persons holding an Authority to keep kākāriki in captivity.
36. Kākāriki enclosures must meet the minimum standards as outlined in 'A Guide To Keeping Kakariki', provided to the authority holder for their reference
37. The Authority Holder must notify the Grantor if the Authority Holder no longer wishes to keep kākāriki.
38. The Authority Holder is responsible for re-homing (transfer), at the Authority Holder's cost, any unwanted kākāriki to another person. Transfer is only permitted where:
  - a. the other person holds an Authority to keep the kākāriki in captivity; or
  - b. the transfer is to a Department of Conservation facility.
39. In regard to Kākāriki 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.

### **Marlborough Green Gecko and Forest Gecko**

40. The applicant must undertake the authorised activity in accordance with the relevant Lizard Husbandry manual which can be accessed at:  
<https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/protected-wildlife-in-captivity/best-practice-guide-keeping-lizards-in-captivity.pdf>
41. No Lizards and their progeny shall be released into the wild under this Authority. All wild release shall be by way of a separate translocation Authorisation.
42. If any of the species should die, the Authority Holder must:

- a. inform the Grantor's Picton District Office ([picton@doc.govt.nz](mailto:picton@doc.govt.nz)) 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, at the Authority Holder's costs, 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.
43. The Authority Holder may, only transfer or receive the protected species and their progeny, to or from another Authority Holder if:
- a. the other person holds an Authority to keep the protected species in captivity;
  - b. the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
  - c. the transfer is to or from a DOC facility
44. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Coordinator and written permission of the Grantor.
45. The Authority Holder shall operate under a captive management plan, and husbandry manual and advocacy plan
46. The Authority Holder must adhere to the current Grantor-approved captive management programme, programme outline, husbandry manual and advocacy plan for the protected species and undertake the breeding, transfer and/or release according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.
47. The protected species must not be housed with any other species, except with the written permission of the Grantor.
48. In regard to Lizards the Authority Holder must maintain and keep annual records detailing:
- a. the number of individuals of the protected species in the possession of the holder;
  - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
  - c. any other information which the Grantor from time to time may require.
  - d. The Authority Holder must retain the records referred to for at least for 5 years.
49. The Authority Holder must forward to the 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

50. 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.
51. The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor of the 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.
52. The Authority Holder must notify the Grantor prior to relocating the protected species to a new location and apply for an Authority to keep the protected species at that new location.
53. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.
54. The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:
  - a. the other person holds an Authority to keep the wildlife in captivity; or
  - b. the transfer is to a DOC facility.
55. The Authority Holder shall bear all costs incurred for all transfers
56. Only lizard species native to the Marlborough region shall be held under this Authority.

#### **Report requirements**

57. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist, as set out in Appendix 1, by the 30 June in each year and submit to [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and [picton@doc.govt.nz](mailto:picton@doc.govt.nz)
58. The Authority Holder must maintain annual records which detail the number and species of protected species treated for rehabilitation during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor at [permissions@doc.govt.nz](mailto:permissions@doc.govt.nz) and [picton@doc.govt.nz](mailto:picton@doc.govt.nz) by 30 June in each year a copy of these annual records as set out in the format in Appendix 2.
59. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
60. 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



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

Authorisation Number: **96079-FAU**

**THIS AUTHORITY** is made this 5<sup>th</sup> day of November 2021

### **PARTIES:**

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

**AND**

**Foothills Mining 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: Caroline Ogle

Witness Occupation: Public Servant



Witness Address: 1 Ballantyne Rd, Wanaka

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

## SCHEDULE 1

1.	<b>Authorised activity (including the species, any approved quantities and collection methods).</b> (Schedule 2, clause 2)	<p>a. Activity:</p> <ul style="list-style-type: none"> <li>i. To disturb wildlife</li> <li>ii. To kill wildlife</li> </ul> <p>b. Species:</p> <ul style="list-style-type: none"> <li>i. Nevis skink (<i>Oligosoma toka</i>)</li> <li>ii. McCann's skink (<i>Oligosoma maccanni</i>)</li> <li>iii. Cryptic skink (<i>Oligosoma inconspicuum</i>)</li> <li>iv. Southern grass skink (<i>Oligosoma</i> aff. <i>polychroma</i>; Clade 5)</li> <li>v. Korero Gecko (<i>Woodworthia</i> "Otago-Large")</li> <li>vi. Any other species of NZ native lizard (but see Schedule 3: Condition 1.4)</li> </ul> <p>c. Quantity: Not known. Applicant estimates less than 150 deaths in total</p> <p>All methods will be as described in the Application form signed and dated 10/8/2021, and in its attached reports (but see Schedule 3: Condition 1.1)</p>
2.	<b>The Land</b> (Schedule 2, clause 2)	Part of Craigroy Station, on true right bank of Nevis River, just upstream from Coal Creek junction. Approx. 180 hectares in total
3.	<b>Personnel authorised to undertake the Authorised Activity</b> (Schedule 2, clause 3)	Foothills Mining Limited: Its owners, employees, contractors and agents
4.	<b>Term</b> (Schedule 2, clause 4)	Commencing on and including 1 November 2021 and ending on and including 31 October 2028 (seven years)
5.	<b>Authority Holder's address for notices</b> (Schedule 2, clause 8)	<p>The Authority Holder's Registered Address in New Zealand is:</p> <p>C/o Brophy Knight Limited 144 Tancred Street Ashburton 7700 Ph: 03 307 9051      Mob: s9(2)(a) Email: <a href="mailto:foothillsmining@gmail.com">foothillsmining@gmail.com</a></p>
6.	<b>Grantor's address for notices</b>	The Grantor's address for all correspondence is: Permissions Team

		Department of Conservation 73 Rostrevor Street Hamilton, 3204 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
--	--	--

Released under the Official Information Act

## **SCHEDULE 2**

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

#### **1. Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Released under the Official Information Act

## SCHEDULE 3

### SPECIAL CONDITIONS

#### 1.0 Adhere with proposal

- 1.1 The Activity shall be undertaken in full accordance with the methodology outlined in the applicant's 'Application form 9' signed and dated 10 August 2021 and its accompanying "Lizard Management Plan" dated August 2021 ('Wildland Consultants' Contract Report No. 5543b); except that the minimum unmined horizontal distance between the bases of heaps of old tailings and the edge of the new workings shall be **10 metres**.
- 1.2 The Authority Holder shall ensure that all persons operating under this Authority comply with the conditions of this Authority and with those in the approved Lizard Management Plan.
- 1.3 The Authority Holder is responsible for the acts and omissions of its employees, contractors or agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.4 DOC Operations Manager, based in Alexandra, is to be contacted immediately at [alexandra@doc.govt.nz](mailto:alexandra@doc.govt.nz) or on 03 440 2040 for further advice if species of protected wildlife other than those listed in Schedule 1 (1) are identified within the footprint of the development. A separate application to kill non-authorised species will be required.
- 1.5 This Authority is issued subject to the Applicant having obtained all required Resource/Land Use Consents from Central Otago District Council, before any vegetation clearance or mining is begun.

#### 2.0 Mitigation Conditions

- 2.1 A 20-metre wide buffer with no mining must be maintained along the banks of the Nevis River and Coal Creek.
- 2.2 A 10-metre wide buffer with no mining must be maintained around the bases of all existing heaps of historic tailings.
- 2.3 Areas of 'porcupine' shrubland, and small isolated rock stacks, must remain intact and undisturbed during the mining operation.
- 2.4 Five new rockpiles, as described in Section 5 of the Lizard Management Plan, must be created before the expiry date of this Authority, of the sizes and in the locations outlined and shown therein.

#### 3.0 Incidental killing of Wildlife

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

#### **4.0 Parts or Derivatives of Dead Specimens**

- 4.1 Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material including any genetic material, or any material propagated or cloned from such material, sourced from any legally protected species of animal and obtained during the mining activity. This Authorisation gives the Authority Holder the right to kill 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.

#### **5.0 Reporting**

- 5.1 The Authority Holder must provide a brief annual report to the Grantor for the full duration of this Authority. This report must be electronically forwarded to the Grantor at [alexandra@doc.govt.nz](mailto:alexandra@doc.govt.nz) and [permissionshamilton@doc.govt.nz](mailto:permissionshamilton@doc.govt.nz) citing Authority Number 96079-FAU, by 30 October each year between 2022 and 2028 inclusive. Each report must include:
- a. A simple map with a few accompanying photographs, showing where mining and rehabilitation have reached, and how the land features mentioned in Schedule 3, Section 2 have been avoided.
  - b. An account of the creation of the new rockpiles, including photographs of the end-result once this work has commenced/been completed.
  - c. Any relevant observations on lizards observed.
  - d. Copies of any later revisions or versions of the approved Lizard Management Plan 5543b, dated August 2021.
- 5.2 The Authority Holder acknowledges that the Grantor may provide copies of the reports referred-to in 5.1 above, to tangata whenua and to the general public if requested.