



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96082-FAU

THIS AUTHORITY is made this 7th day of December 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 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>Killing of species listed below:</p> <table> <tr> <th>Common Name</th><th>Scientific Name</th><th>NZ Treat Classification</th></tr> <tr> <td>Southern Grass Skink</td><td><i>Oligosoma aff. polychroma Clade 5</i></td><td>At Risk - Declining</td></tr> <tr> <td>McCann's Skink</td><td><i>Oligosoma maccanni</i></td><td>Not Threatened</td></tr> </table>	Common Name	Scientific Name	NZ Treat Classification	Southern Grass Skink	<i>Oligosoma aff. polychroma Clade 5</i>	At Risk - Declining	McCann's Skink	<i>Oligosoma maccanni</i>	Not Threatened
Common Name	Scientific Name	NZ Treat Classification									
Southern Grass Skink	<i>Oligosoma aff. polychroma Clade 5</i>	At Risk - Declining									
McCann's Skink	<i>Oligosoma maccanni</i>	Not Threatened									
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Council owned land:</p> <p>(1) Truckers Road to Main North Road and</p> <p>(2) Pope Street to Kilmarnock Street</p>									
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>1. Jannie Greef – Project Manager</p> <p>2. s9(2)(a) – Design Manager</p> <p>3. s9(2)(a) – Engineer</p> <p>4. s9(2)(a) – Herpetologist</p> <p>5. All personnel under the supervision of Authorised personnel.</p>									
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 01 December 2021 and ending on and including 31 May 2024</p>									
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>53 Hereford Street Christchurch Central Christchurch 8154 New Zealand</p> <p>Phone: 03 941 8999 Email: jannie.greef@ccc.govt.nz</p>									
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</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 Adhere to approved application

1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled “Lizard Management Plan for **Northern Line Major**” and dated September 2021, as submitted in their updated wildlife application.

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

2 Killing wildlife

2.1 DOC Operations Manager, Andy Thompson at athompson@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.

3 Habitat enhancement

3.1 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.

3.2 The Authority Holder will undertake habitat restoration and remediation to enhance the area of c. 200m² of the O 7ha lizard release site located within Styx Mill Conservation Reserve, in accordance with the relevant Lizard Management Plan titled “Lizard Management Plan for **Northern Line Major**” and dated September 2021.

4 Euthanasia

4.1 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.

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

5 Habitat Restoration Reporting

5.1 A report is to be submitted in writing to the DOC Operations Manager, Andy Thompson at 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. a description of how the Lizard Management Plan was implemented including any the results of habitat restoration.

5.2 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures

(<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.

Released under the Official Information Act

Schedule 4

- 1.1 Location where lizards are authorised to be killed as per the Lizard Management Plan titled “Lizard Management Plan for Northern Line Major” and dated September 2021, as submitted in their updated wildlife application.

Attachment B10.1 – Site locations





Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 96083-CAP

THIS AUTHORITY is made 27th 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 27 th day of September 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	The Authority Holders’ address in New Zealand is: s9(2)(a) [REDACTED]

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96085-FAU

THIS AUTHORITY is made this 1st 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. 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:

s9(2)(a)

Witness Signature

Witness Name: Senitra Nathan-Marsh

Witness Occupation: Community Ranger, Department of Conservation

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) <u>Activity</u>: To obtain and release captive reared gamebirds for augmenting the wild population in the area.</p> <p>(b) <u>Species</u>:</p> <ul style="list-style-type: none"> i. Mallard Ducks (<i>Anas platyrhynchos</i>) ii. Ring necked pheasants (<i>Phasianus colchicus</i>) iii. Red legged partridge (<i>Alectoris rufa</i>) <p>(c) <u>Quantity</u>: -</p> <ul style="list-style-type: none"> i. Year 1 - Up to 200 Pheasant, up to 100 Mallard Duck, no Partridge. ii. Year 2 - Up to 300 Pheasant, up to 150 Mallard Duck, no Partridge. iii. Year 3 - Up to 350 Pheasant, up to 200 Mallard Duck, 50 red legged partridge. iv. Year 4 onwards – same as Year 3. <p>(d) <u>Collection Method</u>:</p> <p>to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds (New Zealand Game Birds Ltd at 12 Lower Flag Range Road, RD 9, Hastings 417).</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p> <p>[Redacted]</p> <p>[Redacted]</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>[Redacted]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 December 2021 and ending on and including 30 November 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The birds are to only be held in captivity when being transferred to the holding and release sites.
2. The birds are to be released only on the property listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
3. All birds shall be released with unclipped wings.
4. 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.
5. 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.
6. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
7. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
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 & to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 96085-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of the authority 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 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.

13. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(12) above as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
14. 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:

15. 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) 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/nznbbbs-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.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96103-FAU

THIS AUTHORITY is made this 14th day of October 2022

PARTIES:

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

AND

Horotiu Farms 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 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 Dion Patterson as Operations Manager (Acting) for Waikato acting under delegated authority
in the presence of:

s9(2)(a)

Carisse Enderwick
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

a.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Authorised Personnel may - a. Catch alive; and b. Liberate; and c. Kill, - the absolutely protected wildlife species listed below. <table><tr><th>Common Name</th><th>Scientific Name</th></tr><tr><td>Copper skink</td><td><i>O. aeneum</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>O. aeneum</i>
Common Name	Scientific Name					
Copper skink	<i>O. aeneum</i>					
b.	The Land (Schedule 2, clause 2)	a. Catch alive at Te Awa Lakes, 21 Hutchinson Road, Te Rapa, Hamilton. b. Liberate at Mangaharakeke Pa. c. Kill activity as a result of unsuccessful lizard salvage and establishment in both locations listed above (a and b).				
c.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. s9(2)(a) g. Personnel under the direct supervision of Authorised Personnel				
d.	Term (Schedule 2, clause 4)	Commencing on and including 14 October 2022 and ending on and including 30 April 2025				
e.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: Perry House 360 Tristram Street Hamilton 3204 New Zealand Email: s9(2)(a)				
f.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204				

		Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1 Adhere to approved application

- 1.1 The Authorised Activities must be undertaken in accordance with the Lizard **Management Plan titled “Rev3 Te Awa Lakes LMP Updated Complied” and dated 25 May 2022.**

2 Handling and killing of lizards

- 2.1 The Authority Holder must immediately contact the Grantor at waikato@doc.govt.nz, for further advice if wildlife other than those listed in Schedule 1 are located within the footprint of the development.
- 2.2 The Authorised Activities must be undertaken between the months of October and April, when lizards are active.

3 Lizard Salvage Reporting

- 3.1 The Authorised Holder must submit a report in writing to the Grantor at permissions@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 Authorisation number; and
 - b. the number of any animals caught alive, liberated, or found dead; and
 - c. results of all monitoring; and
 - d. a description of how the Lizard Management Plan was implemented including any difficulties encountered with catching alive wildlife, post-liberation monitoring and details of contingency actions were required.
- 3.2 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.

4 Monitoring and contingencies

- 4.1 If 20 or more lizards are caught and liberated into the release site, the Authorised Holder must undertake monitoring for 3 years post-liberation of the lizards.
- 4.2 If 20 or more lizards are caught and liberated into the Mangaharakeke Pa site, the Authorised Holder must use additional predator control tools on site to control rodents for a period of 3 years (e.g., Bait stations).

- 4.3 If 50 or more lizards are found during lizard salvage operations, the Authority Holder must consult with the Department around use of potential contingency sites (Taupiri Scenic Reserve or Pukemokemoke Bush Reserve). In accordance with page 14 of the Lizard Management Plan attached in schedule 4, this consultation may also include discussions with iwi and further surveys of the sites to determine appropriateness.

5 Biosecurity

- 5.1 To prevent the movement of Plaque skink (*Lampropholis delicata*) and their eggs from one site to another, the Authorised Holder must not move any plant material or soil from the salvage site to the release site.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96119-FAU

THIS AUTHORITY is made this 20th day of December 2021

PARTIES:

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

AND

Manta Watch New Zealand Charitable Trust (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by Dave Smith, Operations Director Auckland (Acting) acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity: To catch alive and tag protected wildlife listed under Schedule 4 of this Authority</p> <p>(b) Method: Species to be tagged using satellite tags</p> <p>(c) Quantity of Species: 30</p>
2.	The Land (Schedule 2, clause 2)	<p>Outer Haraki Gulf, between Aotea / Great Barrier Island, Hauturu-o-Toi, The Hen and Chicken Island Group and the Mokohinau Island Group.</p> <p>GPS coordinates:</p> <ul style="list-style-type: none"> Northern Boundary: 174.8908 -35.573, 175.4491 - 35.7639, Eastern Boundary: 175.7651 -35.9132, 176.0075 - 36.1538 Western Boundary: 174.6178 -35.8772, 174.8985 - 36.3044 Southern Boundary: 175.3677 -36.3815, 175.8315 - 36.5205
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> s9(2)(a), Conservation International Aotearoa, Manta Trust Advisor s9(2)(a), University of Auckland, Manta Trust s9(2)(a), Manta Watch New Zealand Charitable Trust, Manta Trust Any other person under the direct supervision of those listed in Schedule 1 Clause 3
4.	Term (Schedule 2, clause 4)	Commencing on and including 20 December 2021 and ending on and including 31 May 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Manta Watch New Zealand</p> <p>1067 Tauhoa Rd</p> <p>Kaipara Flats, RD4</p> <p>Auckland 0984</p> <p>New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: mantawatchnewzealand@gmail.com</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p>

		Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authority Holder must have animal ethics approval before they undertake any manipulations with the authorised species in this authority.
2. Prior to conducting this activity the Authority Holder must conduct the local DOC Operations Manager and Technical Advisor - Clinton Duffy (cduffy@doc.govt.nz).
3. By acting under this authority, the Authority Holder agrees that:
 - a. upon completion of the Authorised Activities, expiry, 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 and the local DOC Office.
 - b. A final report must be submitted within one month of its completion and contain the following:
 - i. the Authority Number [96119-FAU]; and
 - ii. a summary of research findings; and
 - iii. any implications for conservation management.
4. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the public if requested.
5. During the Authorised Activity, any recaptured individuals is injured where it is detrimental to the species, they must not be tagged and advice to be sought by SQP (Clinton Duffy).
6. If any Manta Rays should be injured or mortally wounded during the authorised activity, the Authority Holder must:
 - a. Inform the Grantor and Technical Advisor – Clinton Duffy
 - b. Contact local DOC office to collect the specimen if this results in death; and
 - c. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

SCHEDULE 4

Authorised species:

Manta Ray	<i>Manta birostris</i>
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Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 96123-CAP

THIS AUTHORITY is made 28th 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"> a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 28 th September 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 96125-CAP

THIS AUTHORITY is made 28th 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<div>s9(2)(a)</div> <div></div> <div></div>
3.	Term (Schedule 2, clause 4)	Commencing on and including 28 th day of September 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <div>s9(2)(a)</div> <div></div> <div></div>

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96137-FAU

THIS AUTHORITY is made this 28th 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.** 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, Tāmaki Makaurau 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> <p>i. Catch and obtain alive absolutely protected wildlife listed in 1b</p> <p>ii. Liberate protected wildlife listed in 1b</p> <p>b. Species</p> <p>i. Ornate Skink <i>Oligosoma ornatum</i></p> <p>ii. Copper Skink <i>Oligosoma aeneum</i></p> <p>iii. Pacific Gecko <i>Dactylocnemis pacificus</i></p> <p>iv. Auckland Green Gecko <i>Naultinus elegans</i></p> <p>v. Forest Gecko <i>Mokopirirakau granulatus</i></p> <p>c. Quantity</p> <p>i. As required</p> <p>d. Method</p> <p>i. Pitfall traps</p> <p>ii. Artificial cover objects</p> <p>iii. By hand</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Rawene Road Reserve, Birkenhead, Auckland</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 29 March 2022 and ending on and including 28 March 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>Level 2</p> <p>Bledisloe House</p> <p>24 Wellesley Street</p> <p>Auckland 1010</p>

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

Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Capture and Handling

1. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
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/>
3. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
4. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
5. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
6. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag), and held out of direct sunlight to minimise the risk of overheating, stress and death.
7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
8. The removal of drift fencing materials will be completed with a herpetologist on site and all lizards using any fence materials as temporary refugia will be relocated to the proposed release site following the methods outlined in the Lizard Management Plan and conditions of this authority
9. The Authority Holder must be supervised by an experienced lizard handler, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.
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 [frog hygiene protocol DOCDM-214757.]. Current hygiene protocols will be provided to the permit holder by the relevant Office when contacted in advance of intended survey/research visit.

Death of wildlife associated with activities covered by the Authority

11. 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 local DOC office [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;
- 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.

Lizard Salvage Reporting

12. A report is to be submitted in writing to the local DOC Office auckland@doc.govt.nz and permissionshamilton@doc.govt.nz, within 30 days of the salvage being completed, 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.
13. 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.

Annual post-relocation monitoring report

14. An annual monitoring report will be prepared and sent to the local DOC Office auckland@doc.govt.nz and permissionshamilton@doc.govt.nz, by 30 April. The report will include the following:
 - a. summary of surveying methods
 - b. habitat and food availability analysis
 - c. weather data during the monitoring period
 - d. summary of results
 - e. summary of pest animal control that has been undertaken with details from the contractor including catch data, maintenance schedules, etc.

Euthanasia

15. The Authority Holder must not euthanise any wildlife unless under direction from the Grantor.
16. A veterinarian may conduct euthanasia on animal welfare grounds.

Private land

17. 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.

18. This authority does not confer on the Authority Holder any interest in the Site, nor does it derogate in any way from the rights of the public to use and enjoy the whole or any part of the site.

Termination

19. 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 on non-public conservation land

Authorisation Number: 96140-FAU

THIS AUTHORITY is made this 18 day of October 2021

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

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

s9(2)(a)

Witness Signature

Clara Wilson – 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.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity</p> <p>Catch alive, temporarily hold in possession, liberate, and kill the following lizard species:</p> <ul style="list-style-type: none"> ○ Copper skink, <i>Oligosoma aeneum</i> ○ Barking gecko, <i>Naultinus punctatus</i> ○ Northern grass skink, <i>Oligosoma polychroma</i> ○ Ornate skink, <i>Oligosoma ornatum</i> ○ Raukawa gecko, <i>Woodworthia maculata</i> <p>Methods</p> <p>As described in the Lizard Management Plan titled “5731b LMP for Alexander Road 20211005” provided to the Department on 5/10/21</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Alexander Road in Upper Hutt, Wellington (Lot 202 DP 512689)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) and others under the direct supervision of the Authorised Personnel</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including October 18th 2021 and ending on and including October 17th 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 3</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p>

		Email: permissionshamilton@doc.govt.nz
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Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

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 “5731b LMP for Alexander Road 20211005” provided to the Department on 5/10/21.

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, Angus Hulme-Moir (ahulme-moir@doc.govt.nz, 027 404 9837), 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, **s9(2)(a)**, 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/> and those methods outlined in the Lizard Management Plan.
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 the DOC Operations Manager, Angus Hulme-Moir (ahulme-moir@doc.govt.nz), Wellington, 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.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 96180-FAU

THIS AUTHORITY is made this 3rd day of November 2021

PARTIES:

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

AND

Ben D Bell (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 and 41 of the Wildlife Act 1953; and **PERMITS** the Authority Holder pursuant to Part 3B 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.

s9(2)(a)



SIGNED on behalf of the Grantor by **Daniel Heinrich, Director Operations, Hauraki Waikato Taranaki** acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

Penny Loomb

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Activity – To catch alive, handle, and release Archey's frog (<i>Leiopelma archeyi</i>) and Hochstetter's frog (<i>L. hochstetteri</i>) Methods – - All frogs shall be caught by hand - All frogs shall be released at the location they were caught
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: - Coromandel Forest Park - Whangapoua Forest Conservation Area
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	- Ben Bell - s9(2)(a) - Any other person under the direct supervision of the Authority Holder
4.	Term (Schedule 2, clause 4)	Commencing on and including December 1 st 2021 and ending on and including November 30 th 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: School of Biological Sciences, Victoria University Room KK 507 New Kirk Building Victoria University of Wellington WELLINGTON 6140 New Zealand Phone: 04 388 3613 Email: ben.bell@vuw.ac.nz
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 3 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

- Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times (www.leavenotrace.org.nz).
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

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

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

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

11. What about the payment of costs?

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

12. Biosecurity

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

13. Are there any Special Conditions?

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

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

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

Frog Handling

2. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.
3. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
 - a. Using the same marked access routes for access to the site.
 - b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
 - c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
4. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
 - a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
 - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
 - c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
 - d. New gloves and new bags should be used for each individual frog found.
5. If any wildlife should die whilst undertaking the Authorised Activity, the Authority Holder must:
 - a. Inform the Grantor's Whitianga Office (coromandeldistrict@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 costs to the Authority Holder, 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; and
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor

Kauri Dieback

6. The Concessionaire must comply with all guidelines and notices issued by the Kauri Protection Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website <http://www.kauriprotection.co.nz/>. The Concessionaire must comply with the general guidelines and for specific concession activities the relevant guidelines as specified on <https://www.kauriprotection.co.nz/how-to-guides/>. The Concessionaire must update itself on these websites on a regular basis.
7. The Concessionaire must ensure that all vehicles and equipment (particularly footwear and any equipment that will be touching the ground, e.g. tripods, walking poles, etc.) are thoroughly cleaned of all visible soil/dirt and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

Myrtle Rust

8. The Concessionaire must 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, ramarama, and rātā. See <https://www.myrtlerust.org.nz/>.
9. The Concessionaire will not park vehicles under Myrtaceae species where vehicles can easily be contaminated.
10. The Concessionaire will carry a means to record location, take photos and alcohol-based products (such as methylated spirits or sanitiser gel) in the event myrtle rust is encountered.
11. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
 - a. Don't touch or try to collect samples, as this may increase the spread of the disease;
 - b. Record your approximate location and take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant (you will need these to report the disease);
 - c. 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>);
 - d. If you get rust spores on you or your gear, place everything practical in a bag and seal it. Use alcohol based products to wipe skin and other items that cannot be bagged.

- e. As soon as possible, wash everything that had rust on it including skin, hair, clothes, bags, shoes, equipment, etc.

Reporting

- 12. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings electronically to:
 - a. Whitianga District Office at coromandeldistrict@doc.govt.nz
 - b. the Frog Recovery Group,
 - c. permissionshamilton@doc.govt.nz.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 96181-FAU

THIS AUTHORITY is made this 10th day of November 2021

PARTIES:

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

AND

Ben D Bell (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 and 41 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to section 3B 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.

s9(2)(a)

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

s9(2)(a)

Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>Activity</p> <ul style="list-style-type: none"> - To catch alive, handle, mark, and release Hamilton's frogs (<i>Leiopelma hamiltoni</i>) <p>Methods</p> <ul style="list-style-type: none"> - All frogs shall be caught by hand - Unmarked frogs shall be marked by way of toe clipping
2.	The Land (Schedule 2, clause 2)	Tom Shand Scientific Reserve (Maud Island)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>Ben D. Bell</p> <p>s9(2)(a)</p> <p>Any other person under the direct supervision of the Authorised Personnel</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including December 1 st 2021 and ending on and including November 30 th 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>School of Biological Sciences Room KK 507 New Kirk Building Victoria University of Wellington WELLINGTON 6140 New Zealand</p> <p>Phone: 04 388 3613 Email: ben.bell@vuw.ac.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 3 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

- 5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

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

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

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

11. What about the payment of costs?

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

12. Biosecurity

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

13. Are there any Special Conditions?

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

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

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

Frog Handling

2. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.
3. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
 - a. Using the same marked access routes for access to the site.
 - b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
 - c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
4. Frog capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
 - a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
 - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
 - c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
 - d. New gloves and new bags should be used for each individual frog found.
5. If any wildlife should die whilst undertaking the Authorised Activity, the Authority Holder must:
 - a. Inform the Grantor's Waitohi/Picton Office (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 costs to the Authority Holder, the body to Massey University Wildlife Post Mortem Service for necroscopy along with details of the animal's history;
 - d. Pay for any costs incurred in investigation of the death; and

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

Entry permit

6. This Authority does not in itself, confer any right of access to any part of any Closed island. Approval for entry needs to be negotiated with the DOC Sounds district Office, Aotea District Office and Whangarei district office. As part of that, the Authority holder may be asked to supply a health and safety plan, or to apply for and obtain a separate entry permit for each visit to those Islands by the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

General Biosecurity Conditions

7. All personal, clothing, gear and equipment will be inspected during a quarantine check before departure to the islands, this condition will apply to every single island trip
8. Pre departure quarantine instructions, checklist and videos for each district must be followed and implemented, this condition will apply to every single island trip
9. All quarantine protocols for pre-departure, quarantine inspection, during transport, on arrival to the island, on-island, inter-island and reverse quarantine must be followed, this condition will apply to every single island trip
10. All filming equipment must be cleaned to be free of dirt, seeds, insects, lizards and disinfected with Sterigene, this condition will apply to every single island trip
11. All footwear and clothing must be washed or scrubbed clean to be free of dirt and seeds and disinfected with Sterigene, this condition will apply to every single island trip
12. All bags must be sealed to prevent stowaways, including day bags.
13. Anything taken into a site should be removed including work rubbish and fruit peelings/cores/stones etc.
14. The Authority Holder must take all personal precautions to ensure no weeds, rodents, lizards and insects are introduced to any offshore islands. This includes ensuring that all footwear, gaiters, packs and equipment used by the Authority Holder and any associated personnel are cleaned and checked for pests before leaving the mainland and, if required by an agent of the Grantor, between individual island visits also.
15. Disturbance of soil, vegetation and animals, is to be kept to a minimum at all times when on the islands. The Authority Holder is only authorised to use the land to undertake the authorised activities listed in Schedule 1.
16. Best practice is to wash or change clothing between islands
17. These practices should all be applied on return to the mainland to prevent native species from the islands hitchhiking back to the mainland and/or the spread of disease.
18. To mitigate the risks of taking pests to the islands and reduce the time for cleaning gear and undertaking quarantine inspections it is recommended to limit the number of trips to the islands and to stay on the island until the activity is completed, as far as practical.

Kauri Dieback

19. The Concessionaire must comply with all guidelines and notices issued by the Kauri Protection Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website <http://www.kauriprotection.co.nz/>. The Concessionaire must comply with the general guidelines and for specific concession activities the relevant guidelines as specified on <https://www.kauriprotection.co.nz/how-to-guides/>. The Concessionaire must update itself on these websites on a regular basis.

20. The Concessionaire must ensure that all vehicles and equipment (particularly footwear and any equipment that will be touching the ground, e.g. tripods, walking poles, etc.) are thoroughly cleaned of all visible soil/dirt and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

Myrtle Rust Protocols

21. The Concessionaire must 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, ramarama, and rātā. See <https://www.myrtlerust.org.nz/>.
22. The Concessionaire will not park vehicles under Myrtaceae species where vehicles can easily be contaminated.
23. The Concessionaire will carry a means to record location, take photos and alcohol-based products (such as methylated spirits or sanitiser gel) in the event myrtle rust is encountered.
24. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
 - a. Don't touch or try to collect samples, as this may increase the spread of the disease;
 - b. Record your approximate location and take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant (you will need these to report the disease);
 - c. 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>);
 - d. If you get rust spores on you or your gear, place everything practical in a bag and seal it. Use alcohol based products to wipe skin and other items that cannot be bagged.
 - e. As soon as possible, wash everything that had rust on it including skin, hair, clothes, bags, shoes, equipment, etc.

Didymo

25. The Concessionaire must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/. The Concessionaire must regularly check this website and update their precautions accordingly.

Argentine Ants

26. The Concessionaire must ensure that no person shall knowingly transport, distribute, sell or offer for sale any material or equipment that may contain or harbour Argentine ants without first undertaking suitable control measures to eliminate those ants
27. Where a property, through activities undertaken on the property, is identified as a portal for the active distribution of ants, a management programme to control or contain the infestation is required to be implemented by the land occupier.
28. Under Section 52 and 53 of the Biosecurity Act 1993 no person can sell, propagate, breed, distribute or otherwise spread any pest in this Plan, or unwanted organism. Not

complying with Section 52 or 53 is an offence under the Act and may result in penalties noted Section 157(1).

29. One member of the party should be responsible for knowing the distinguishing features of Argentine ants and given a factsheet to help and a sample bottle with collection and storage instructions. <https://www.doc.govt.nz/nature/pests-and-threats/animal-pests/argentine-ants/#:~:text=Argentine%20ants%20are%20one%20of,buid%20'super%2Dcolonies'>.
30. If ants are found in luggage, vessels, or on island, the first requirement is to identify the species.
 - a. Take close up photographs, capture some in a sample bottle to allow for positive identification.
 - b. Inform DOC as soon as possible and await further instructions.

Plague skinks

31. The Concessionaire must ensure that no person shall knowingly transport, distribute, sell or offer for sale any material or equipment that may contain or harbour Plague skinks without first undertaking suitable control measures to eliminate those Plague skinks.
32. Where a property, through activities undertaken on the property, is identified as a portal for the active distribution of Plague skinks, a management programme to control or contain the infestation is required to be implemented by the land occupier.
33. Under Section 52 and 53 of the Biosecurity Act 1993 no person can sell, propagate, breed, distribute or otherwise spread any pest in this Plan, or unwanted organism. Not complying with Section 52 or 53 is an offence under the Act and may result in penalties noted Section 157(1).
34. 1 member of the party is nominated to learn to distinguish a plague skink from native skinks (and given the DOC factsheet: <https://www.mpi.govt.nz/dmsdocument/30618-plague-rainbow-skink-factsheet>).
35. If skinks are found in luggage, vessels, or amongst possessions on islands, the first requirement is to determine whether it's the invasive plague skink or one of the native skinks.
 - a. If plague skink is a possibility, capture and take a close up photograph of whole animal and of head for DOC.
 - b. Seek positive identification either from within group or by relaying photos to DOC.
 - c. Inform DOC as soon as possible and await further instructions.

Vessel Use

36. Only use vessels with a current 'pest-free Warrant' (Hauraki Gulf) or a DOC Vessel with surveillance devices on board, if these 2 options are not possible then the charter vessel will need to be checked by DOC staff and surveillance devices will need to be install before each island trip.

Site Specific Conditions: Te Pakeka/Maud Island

37. The Concessionaire must ensure to contact the Sounds District Office no later than two weeks prior to each and every visit to Te Pakeka/Maud to arrange Biosecurity Checks/Quarantine, possible transport and accommodation on the islands
38. The concessionaire must refer to Maud Island as 'Te Pākeka' – the use of this name is important for Ngati Koata and Ngati Kuia iwi, as the island is a taonga to them.

39. The concessionaire must ensure to contact the Sounds District Office no later than 1 month prior to discuss, agree and organise accommodation on both islands at a nominal charge and transport at appropriate rate.

Reporting

40. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings electronically to:
- a. the Grantor at dhayes@doc.govt.nz,
 - b. Ngati Kuia at tari@ngatikuia.iwi.nz,
 - c. The Frog Recovery Groups,
 - d. permissionshamilton@doc.govt.nz.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: **96216-CAP**

THIS AUTHORITY is made this 18th day of November 2021

PARTIES:

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

AND

Orana Wildlife Trust (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

SIGNED on behalf of the Grantor by 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	To receive and hold Hamilton's frog, <i>Leiopelma hamiltoni</i> , in captivity.
2.	The Land (Schedule 2, clause 2)	Orana Wildlife Park 743 McLeans Island Road McLeans Island Christchurch
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a), Head Keeper Native Fauna s9(2)(a), Native Fauna Keeper s9(2)(a) Native Fauna Keeper s9(2)(a), Native Fauna Keeper Any other Orana Wildlife Park staff member working in the "New Zealand fauna" section, under the direct supervision of the Authorised Personnel
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 November 2021 and ending on and including 21 November 2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: Orana Wildlife Park 743 McLeans Island Road McLeans Island Christchurch 8542 New Zealand Phone: 03 359 7109 Email: hkn@oranawildlifepark.co.nz
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 3 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

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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. 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.

Death of wildlife associated with activities covered by the authority

2. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible. If any frog should die; the Authority Holder must contact the Picton Office on 03 520 3002 or at picton@doc.govt.nz, with details of the animal's history. Then, if the Grantor requests it, the body must be sent to Massey University Wildlife Post-mortem Service for necropsy.
3. In that eventuality; the Authority Holder must, if requested by the Grantor:
 - a. Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if it will take longer than 24 hours to delivery.
 - b. Ensure appropriate measures are taken to minimise further deaths.
 - c. Discuss with the Grantor's office, whether it is necessary to halt all further handling until full investigations of death(s) occur.
 - d. Pay for any costs incurred in investigation of the death of any frog.

Euthanasia

4. The Authority Holder shall not euthanize any wildlife unless the Authority Holder:
 - a. Consults with the Captive Management Co-ordinator; or
 - b. Obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds.

Inspection of wildlife held in a public place

5. 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.

General captive holding

6. 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.
7. Transfer of frogs between captive institutions must follow the recommendations of the Captive coordinator and have prior endorsement from the Native Frog Recovery Group Leader.
8. The Authority Holder may only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:

- a. the other person holds an Authority to keep the protected species in captivity; and
 - b. the transfer is directed by the DOC approved Captive Co-ordinator for the protected species; or
 - c. the transfer is to or from a DOC facility
9. 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.
10. 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.
11. If the protected species is held on public display, the Authority Holder must have a Programme Outline and Advocacy Plan for the protected species approved by the Grantor.
12. The protected species must not be housed with any other species, except with the written permission of the Grantor.
13. The Authority Holder must work with other holders of native frogs to maximise the opportunities to develop husbandry techniques.
14. The Authority Holder must maintain and keep annual records detailing:
 - a. Husbandry techniques that will help develop best practice husbandry for the keeping and breeding of frogs in captivity
 - b. the number of individuals of the protected species in the possession of the holder;
 - c. any breeding attempts, births, health issues, deaths, transfers in and out; and
 - d. any other information which the Grantor from time to time may require.
15. The Authority Holder must retain these records for 5 years and submit them to the Grantor (at picton@doc.govt.nz, permissionshamilton@doc.govt.nz) and to the Frog Recovery Group annually, by 30 September of each year, quoting in each case Authority Number 96216-CAP.
16. The Authority Holder must also forward an annual report to the Captive Co-ordinator (or to ahaigh@doc.govt.nz if there is no Captive Co-ordinator) by 30 September in each year.
17. The Authority Holder must notify the Captive Co-ordinator and the Grantor (if there is no 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.
18. Further to Special Condition 2: The Authority Holder must immediately notify the Captive Co-ordinator and the Grantor of the death, escape or disappearance of any frogs held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.
19. 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.
20. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.

21. The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:
 - the other person holds an Authority to keep the wildlife in captivity; or
 - the transfer is to a DOC facility.
22. A new sub clause is added at Schedule 2 Clause 7.1 which reads: “(c) or for any other purpose the Grantor decides”.

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 96220-CAP

THIS AUTHORITY is made 27th day September of 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 27 th September 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 96241-FAU

THIS AUTHORITY is made this 25 day of May 2022

PARTIES:

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

AND

Landcare Research NZ Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

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

PERMITS the Authority Holder pursuant to sections 38 and Part 3B of the Conservation Act 1987

PERMITS the Authority Holder pursuant to sections 49 and 59A of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Daniel Heinrich, Operations Director, HWT 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"> a. to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of monitoring b. To attach GPS/VHR units with tail-mounts or standard backpack harness with weak-link built in c. To mark using metal bands d. To collect 3-5 feather samples from each bird for DNA sexing <p>b) Species – Ruru (<i>Ninox novaeseelandiae</i>) and Kawau (<i>Phalacrocorax</i> spp.)</p> <p>c) Quantity – up to 10 per species per year</p> <p>d) Method –</p> <ul style="list-style-type: none"> a. Using spotlights and hand nets for kawau b. Using playback calls and mist nets for ruru
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: All Public Conservation Land within the Waikato District as outlined in Schedule 4 of this authority</p> <p>Other land: NA</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Additional experienced team members supervised by the above personnel</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 25 May 2022 and ending on and including 24 May 2027</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: Gate 10, Silverdale Road University of Waikato Campus HAMILTON 3240 New Zealand</p> <p>Phone: 07 859 3700 Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1. General Conditions

- 1.1 The Authorised Activity must be undertaken in accordance with the application titled “Kei hea te Ruru e kōkōu? Kei hea te Kawau e rere? (Where will the Ruru sing? Where will the Kawau fly?” **and dated** 14/09/21
- 1.2 The Authority Holder must ensure that current best practice is followed when undertaking the Authorised Activity. The current best practice guidance is set out in “Bird Bander’s Manual” located at bandingoffice@doc.govt.nz; “Sampling Avian Blood and Feathers and Reptilian Tissue”; “Ground-based radio tracking: a best practice protocol” located at [Ground-based radio tracking: a best practice protocol \(doc.govt.nz\)](#)
- 1.3 If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.
- 1.4 Wildlife subject to this Authority are not to be transferred to any other person except as provided for in this Authority. This prohibition includes live, dead, or any parts of such **kawau (freshwater shags, *Phalacrocorax* spp.) and ruru (morepork, *Ninox novaeseelandiae*)**, and any eggs or progeny.
- 1.5 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.
- 1.6 In all other cases, the Authority holder must not euthanise wildlife unless:
 - a. The Authority Holder consults with the relevant Recovery Group or Captive Coordinator (as applicable) and obtains authority from the Grantor; and
 - b. A veterinarian recommends euthanasia on animal welfare grounds; or
 - c. The Authority Holder euthanises wildlife under direction of the Grantor.
- 1.7 If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:

- a. inform the Grantor within *48 hours*; and
- b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
- c. send the body to Massey University Wildlife Post Mortem Service for necropsy, along **with details of the animal's history**;
- d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

2. Research reports

- 2.1 The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at the Waikato District Office (waikato@doc.govt.nz), the Department's Banding Office (bandingoffice@doc.govt.nz) and permissionshamilton@doc.govt.nz, citing the Authority Number 96241-FAU. These reports must be submitted by the 25 May each year.
- 2.2 Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz.
- 2.3 A final report must be submitted within one month of its completion and contain the following:
 - a. the Authority Number [96241-FAU]; and
 - b. a summary of research findings; and
 - c. any implications for conservation management; and
 - d. detailed methods of kawau capture to help guide best practice protocols
- 2.4 The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

3. Ownership of Protected Wildlife

- 3.1 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.
- 3.2 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.

4. Banding

- 4.1 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**.
- 4.2 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 4.3 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) as soon as possible after the incident but at least within one week.
- 4.4 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.
- 4.5 If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 4.6 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/>)
- 4.7 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>)
- 4.8 A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision, but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator. All operators capturing or marking birds must be registered with the NZNBBS.
- 4.9 Colour banding (including the use of alpha-numeric bands) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

5. Mist-netting

- 5.1 The Authority Holder must undertake the Authorised Activity in accordance with the application received and **the New Zealand National Bird Scheme Bird Bander's Manual**
- 5.2 A designated Level 3 Certified mist-netter, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
- 5.3 The Authority Holder must not leave any mist-net lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
- 5.4 Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.
- 5.5 To reduce potential ruru predation of non-target species, the applicant must release non-target species caught in mist-nets at least 3 metres away from all mist net sites and into densely vegetated areas.
6. VHF Radio Transmitter attachment
 - 6.1 Transmitters may be attached to up to 10 ruru/morepork and 10 Kawau/Freshwater shags (*Phalacrocorax* spp.). The combined weight of the device (including harness) plus any other marks on the bird should not exceed 3% of its body weight. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
 - 6.2 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.
 - 6.3 Radio transmitter frequencies 160.6 MHz to 161.11 MHz (channels 48-99) must not be operated unless the Authority Holder is in possession of a separate sub-licence issued by the DOC Banding Office.
7. GPS attachment
 - 7.1 GPS devices may be attached to up to 10 Kawau/Freshwater shags (*Phalacrocorax* spp.). The weight of the device on the bird should not exceed 3% of its body weight and should be positioned to minimise drag. Devices should be attached using cloth tape or a harness rather than glued to the feathers of the bird. The Authority Holder is strongly encouraged to use best practice attachment methods.
 - 7.2 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.

8. Didymo biosecurity and other freshwater pests

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

9. Myrtle rust biosecurity

- 9.1 The Authority Holder shall comply with the following:

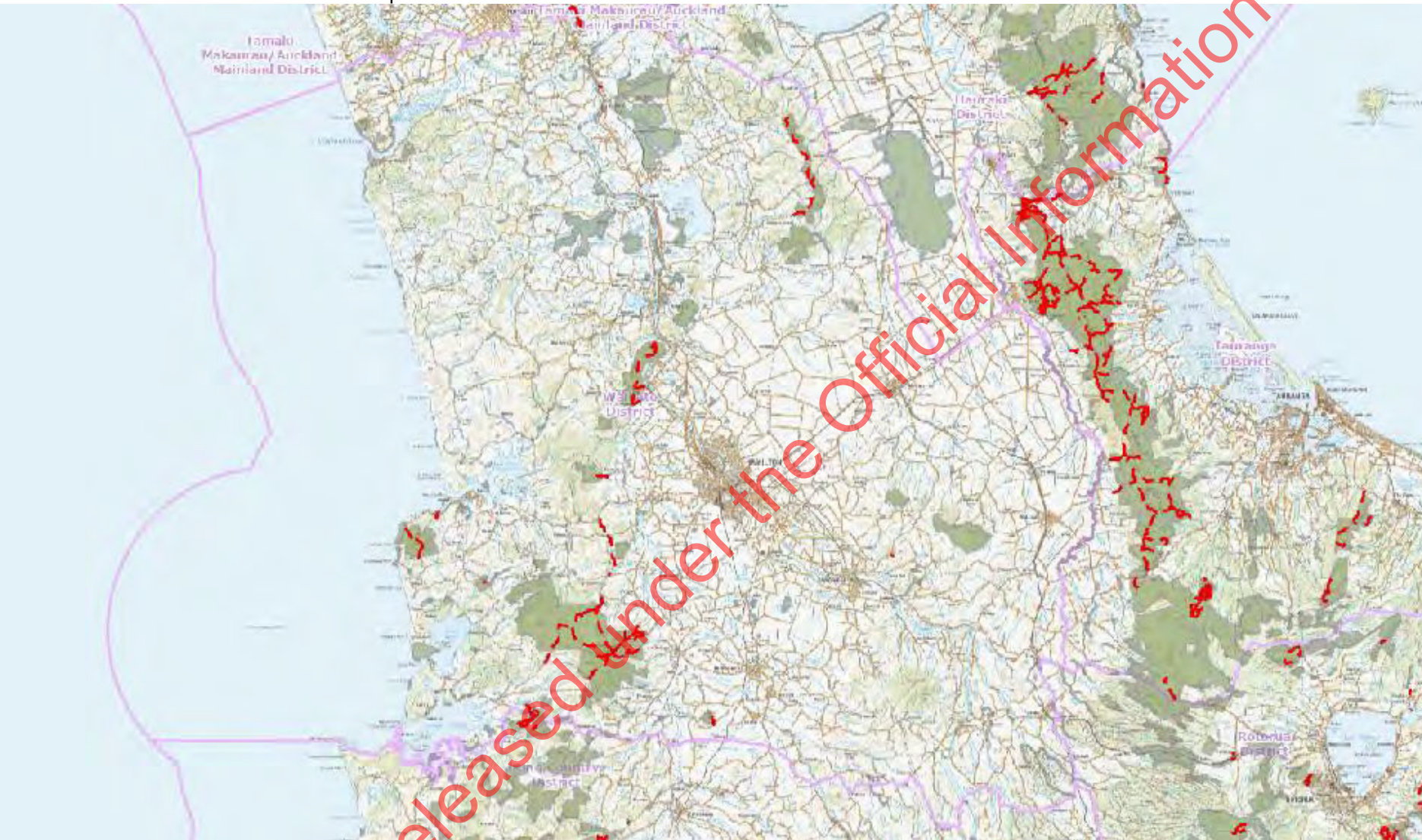
- a. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-r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

- iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc;
 - v. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

Released under the Official Information Act



SCHEDULE 4: Map of Waikato District Boundaries





Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96254-FAU

THIS AUTHORITY is made this 5 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 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 Jeff Milham, 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) <u>Activity</u>: To obtain and release captive reared gamebirds for augmenting the wild population in the area.</p> <p>(b) <u>Species</u>:</p> <ul style="list-style-type: none"> i. Mallard Ducks (<i>Anas platyrhynchos</i>) ii. Ring necked pheasants (<i>Phasianus colchicus</i>) <p>(c) <u>Quantity</u>: - Up to 200 birds each year.</p> <p>(d) <u>Collection Method</u>: to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds (New Zealand Game Birds Ltd at 12 Lower Flag Range Road, RD 9, Hastings 417).</p>
2.	The Land (Schedule 2, clause 2)	344 Joyce road, Pyes Pa Tauranga
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) [REDACTED] [REDACTED] [REDACTED]
4.	Term (Schedule 2, clause 4)	Commencing on and including 6 November 2021 and ending on and including 6 November 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
6.	Grantor's address for notices	The Grantor's address for all correspondence is: The Department of Conservation Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The birds are to only be held in captivity when being transferred to the holding and release sites.
2. The birds are to be released only on the property listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the New Zealand Game Birds Ltd.
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 genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
9. 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 & to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 96254-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of the authority 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
10. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
11. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
12. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

13. The 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(12) 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) 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/nznbbbs-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.

Released under the Official Information Act



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

Authorisation Number: **96260-FAU**

THIS AUTHORITY is made this 19th 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. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending on 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 subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, **PERMITS** the Authority Holder pursuant to Section 38 of the Conservation Act 1987 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.

SIGNED on behalf of the Grantor by

s9(2)(a)

Rebecca Rush, Operations Manager, Tamaki Makaurau/Auckland

acting under delegated authority in the presence of:

Witness Signature:

s9(2)(a)

Witness Name: Helen Rowlands

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods).</p> <p>(Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> i. To catch alive and kill ii. To disturb iii. To relocate by no more than 500 metres <p>b. Species</p> <ul style="list-style-type: none"> i. <i>Oligosoma</i> spp. ii. <i>Dactylocnemis</i> spp. iii. <i>Naultinus</i> spp. iv. <i>Hoplodactylus</i> spp. v. <i>Woodworthia</i> spp. <p>c. Method</p> <ul style="list-style-type: none"> i. Catch by - <ul style="list-style-type: none"> a. Artificial cover objects b. Closed-cell foam covers c. Visual encounter search d. Pitfall traps e. Gee minnow traps f. Manual habitat search
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>All land in the Auckland region, with the exception of:</p> <p>Maungauika/North Head Historic Reserve</p> <p>Nga Pona-Toru-a-Peretu (on Rangitoto)</p> <p>All Nature Reserves</p> <p>All Scientific Reserves</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other suitably qualified personnel under the supervision of the Authority Holder</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 13 May 2022 and ending on and including 12 May 2025</p>
5.	<p>Authority Holder's address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p>

		<div>s9(2)(a)</div> <div></div>
6.	Grantor's address for notices	<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: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. If, in the course of a lizard survey or salvage activity, all reasonable effort has been made to meet all of the conditions expressed and implied in this authority; and wildlife is killed by the Authority Holder, then that will be permitted under this authority.
2. **'Plague skinks'** (Rainbow skinks) must be humanely euthanised, if captured during the Authorised Activity.
3. The Grantor's Operations Manager(s) are to be contacted immediately for further advice if species of protected wildlife other than those listed in Schedule 1 (1) - (not just lizards) are located within the footprint of a planned development. A separate application to kill non-authorised species may be required.
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.
6. Any lizard-*relocation* activity must be undertaken in accordance with an approved Lizard Management Plan for that particular project and location (see below).
7. Lizards must only be handled by Personnel Authorised to Undertake this Activity (s9(2) (a)) or under the direct supervision of the Authorised Person(s).
8. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active. September to May inclusive is the usual duration, but this will vary by location and altitude.
9. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
10. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1(1) using methods described in the Lizard Management Plan written for the particular lizard salvage operation.
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. The Authority Holder must ensure that all live capture traps contain retreats to minimise risk of predation events within the trap.

13. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.
14. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps), are checked at least every 24 hours.
15. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
16. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
17. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor within 48 hours;
 - b. If requested by the Grantor, 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 lizard, if required to do so by the Grantor; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
18. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall seek advice from the Authority holder on management of the lizard(s).
19. The Authority Holder must not euthanise any wildlife unless:
 - a. The Authority Holder obtains authority from the Grantor; or
 - b. A veterinarian recommends euthanasia on animal welfare grounds; or
 - c. The Authority Holder euthanises the wildlife under direction from the Grantor.
20. The Authority Holder must provide an annual report or reports to the Grantor on any lizard surveys undertaken. These must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz and auckland@doc.govt.nz citing the Authority Number 96260-FAU. These reports must be submitted by 30 June each year.
21. For all salvage operations, A report on each salvage operation is to be submitted in writing to permissionshamilton@doc.govt.nz and to the DOC Operations Manager, Tamaki Makaurau/Auckland District at auckland@doc.govt.nz by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with any specific Lizard Management Plan. Each report must include:
 - a. The permission number; and
 - b. the species and number of any animals collected and released;
 - c. the GPS location (or a detailed map) of the collection point(s) and release point(s);
 - 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. For all survey and salvage operations undertaken, 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. 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/>.
23. All reports submitted under Sections 20 and 21 above must contain any implications of the results for conservation management.
24. The Authority Holder acknowledges that the Grantor may provide copies of the reports referred-to in Sections 20 and 21 above, to tangata whenua and the general public if requested.
25. The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (*Phytophthora taxon agathis*) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, personal items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri.

26.0 Myrtle Rust Biosecurity

- 26.1 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>.
- 26.2 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.
- 26.3 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.
- 26.4 If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust; they are not to touch the plant.
 - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66;
 - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affect area of the plant;
 - c. Do not touch or try to collect samples as this may increase the spread of the disease.
- 26.5 If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:

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

27.0 Didymo biosecurity

- 27.1 The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s **"Check, Clean, Dry" cleaning methods** to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>.**
28. The Authority Holder shall contact Ngati Manuhiri (info@ngatimanuhiri.iwi.nz) prior to undertaking the Authorised Activity within their rohe (refer to: www.ngatimanuhiri.iwi.nz)

Special Mitigation Conditions for Auckland Region

29. 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.
30. 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. extra vegetation or rock stacks), 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 meet, a separate application is required.

31. 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.

Salvage relocation and habitat enhancement

32. 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.
33. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. A separate application to translocate Threatened species will be required.
34. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
35. 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.
36. To schedule 2, clause 9.1, (c) is added 'for any other reason that the Grantor may decide.'

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96272-FAU

THIS AUTHORITY is made this 20th 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. 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 Dion Patterson, Operations Manager, Waikato acting under delegated authority
in the presence of:

s9(2)(a)

Community Ranger
5 Northway St
Te Rapa
Hamilton

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>(a) Activity: - To obtain and release captive reared gamebirds for augmenting wild population in the area.</p> <p>(b) Species: - Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>(c) Quantity: – release up to 30 gamebirds 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 (New Zealand Game Birds Ltd, 12 Lower Flag Range Road, RD9, Hastings 4179).</p>
2.	<p>The Location (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p> <p></p> <p></p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> • s9(2)(a) • Suitably qualified level 3 bander to undertake marking as nominated by Authority Holder.
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on 01/03/2022 and ending on 28/02/2032</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	<p>Grantor's address for notices</p>	<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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to 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 & to the Grantor at 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) 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/nznbbbs-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: 96274-FAU

THIS AUTHORITY is made this 8th 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 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) <u>Activity</u>: - To obtain and release captive reared gamebirds for augmentation of local wild population in the area.</p> <p>(b) <u>Species</u>: - Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>(c) <u>Quantity</u>: – up to 17,000 birds annually</p> <p>(d) <u>Method</u>: – to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds (New Zealand Game Birds Ltd, 12 Lower Flag Ranger Road, RD9, Hastings 4179).</p>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 08/11/2021 and ending on and including 08/11/2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	Grantor's address for notices	<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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to 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 & to the Grantor at 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) 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: 96276-FAU

THIS AUTHORITY is made this 8th 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 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity - To obtain and release captive reared gamebirds for augmentation of local wild population in the area.</p> <p>(b) Species: Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>(c) Quantity – release up to 20 gamebirds 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 (New Zealand Game Birds Ltd, 12 Lower Flag Range Rd, Rd 9, Hastings 4179).</p>
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 08/11/2021 and ending on and including 08/11/2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>
6.	Grantor's address for notices	<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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to 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 & to the Grantor at 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) 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 located on public conservation land [and other land]

Authorisation Number: 96287-FAU

THIS AUTHORITY is made this 22nd day of December 2021

PARTIES:

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

AND

Michael Bowie (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, section 50 of the Reserves Act 1977 and **PERMITS** the Authority Holder pursuant to Part 3B of the Conservation Act 1987 and **PERMITS** the Authority Holder pursuant to section 59A(1) of the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

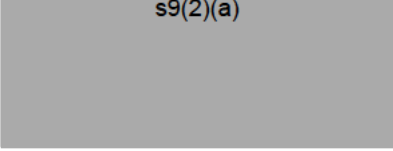


SIGNED on behalf of the Grantor

by Nicola Toki

Director Operations, Eastern South Island Region
acting under delegated authority, in the presence of:

s9(2)(a)



Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ol style="list-style-type: none"> 1. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species and population surveys 2. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority 3. to take the specified fauna listed under Schedule 4 of this Authority in a scenic reserve 4. to use trap like objects in a scenic reserve 5. to introduce tracking tunnels and flagging tape in a reserve 6. to monitor tracking tunnels in a reserve <p>b. Quantity –</p> <ol style="list-style-type: none"> 1. catch alive – as required 2. onduline artificial covered objects – up to 6 per reserve 3. tracking tunnels – up to 20 per reserve <p>c. Method –</p> <ol style="list-style-type: none"> 1. catch alive - using onduline artificial covered objects
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Public Conservation Land:</p> <ol style="list-style-type: none"> 1. Armstrong Scenic Reserve 2. Ellangowan Scenic Reserve 3. Hay Scenic Reserve 4. Mt Pearce Scenic Reserve 5. Otepatotu Scenic Reserve 6. Tutakakahikura Scenic Reserve 7. Otamahua/Quail Island Recreation Reserve 8. Pohatu Government Purpose Reserve Wildlife Refuge <p>b. Other land, subject to Schedule 2.2:</p> <ol style="list-style-type: none"> 1. Cloud Farm, Banks Peninsula, Canterbury 2. Duvauchelle Peak, Banks Peninsula, Canterbury 3. Fisherman's Bay Farm, Banks Peninsula, Canterbury 4. Hickory Bay Ridge, Banks Peninsula, Canterbury 5. Goughs Bay Ridge, Banks Peninsula, Canterbury 6. Hinewai Reserve, Banks Peninsula, Canterbury 7. Le Bons headland, Banks Peninsula, Canterbury 8. Kaik Hill, Banks Peninsula, Canterbury 9. Misty Peaks Reserve, Banks Peninsula, Canterbury 10. Joseph Langer Reserve - Panama Rock, Banks Peninsula, Canterbury

		<ul style="list-style-type: none"> 11. Paua Bay Road, Banks Peninsula, Canterbury 12. Purple Peak, Banks Peninsula, Canterbury 13. Okains Bay, Banks Peninsula, Canterbury 14. Onawe Pa Historic Reserve, Banks Peninsula, Canterbury
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> 1. Michael Bowie 2. s9(2)(a) under the supervision of the person named at Schedule 1.3.1
4.	Term (Schedule 2, clause 4)	Commencing on and including 13 December 2021 and ending on and including 12 December 2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Email: mike.bowie@lincoln.ac.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority holder may catch alive and liberate the wildlife on all land under Schedule 1.2.a-b.
4. The Authority Holder is only authorised to introduce tracking, tunnels, flagging tape, onduline artificial covered objects and to monitor tracking tunnels on the land under Schedule 1.2.a.1-8.
5. Capture and handling methods must follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
6. The Authority Holder must use a breathable cloth bag in which to temporarily hold lizards. A separate holding bag must be used for each animal.
7. All lizards must be liberated into or near protective cover where they were caught.
8. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of the survey:
 - a. the species of each lizard found, and the GPS coordinates for each of these; and,
 - b. the number of each species of lizard found
 - c. copies of reports submitted to national databases
9. The reports under Schedule 3.7 must be submitted to the Grantor via email to esienquiries@doc.govt.nz and permissionshamilton@doc.govt.nz. All emails sent must cite Authority number 96287-FAU.
10. The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor at esienquiries@doc.govt.nz and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
11. All monitoring and trapping records must be made available for inspection at reasonable times by officers of the Grantor.
12. A new clause 5.1.1 is added to Schedule 2, to read as follows:
 “The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on the land under Schedule 1.2.a.1-8 where the Authorised Activity will take place”.

13. The Authority Holder must place all onduline artificial covered objects, tracking tunnels and flagging tape out of the sight of the public on the land under Schedule 1.2.a.1-8.
14. The Authority Holder must use all best endeavours to ensure that the Authorised Activities are not undertaken within sight of the public on the land under Schedule 1.2.a.1-8.
15. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities on the land under Schedule 1.2.a.1-8.
16. 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.
17. The Authority Holder must remove all onduline artificial covered objects, tracking tunnels and flagging tape from the land under Schedule 1.2.a.1-8:
 - a. on the day the Authority is surrendered; or,
 - b. on the day the Authority is terminated; or,
 - c. at the latest, on the day this Authority expires
18. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor ~~may decide~~".

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96289-FAU

THIS AUTHORITY is made this 8th day of October 2021

PARTIES:

The Director-General of Conservation and where required the **Minister 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 and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by George Taylor (Director, Operations – Central North Island) under delegated authority
in the presence of:

s9(2)(a)

Witness Signature: Clara Wilson (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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>Activity</p> <ul style="list-style-type: none"> - Catch alive, handle, mark, and liberate goldstripe geckos (<i>Woodworthia chrysosiretica</i>) <p>Method</p> <ul style="list-style-type: none"> - Catch lizards by hand searching - Handle each lizard for up to 10 minutes - Liberate lizards in the location they were caught
2.	The Land (Schedule 2, clause 2)	Bushy Park Tarapurui
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Any other person under direct supervision of the Authorised Personnel</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 20 November 2021 and ending on and including 30 November 2022
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Massey University Tennent Drive Palmerston North 4442 New Zealand</p> <p>Phone: 0800 627739 Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 3 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Lizard capture and handling

1. Lizards must only be handled by Authorised Personnel, or under the direct supervision of the Authorised Personnel.
2. 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.
3. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
4. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
5. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
6. The Authority Holder must ensure lizards are 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. 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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96305-FAU

THIS AUTHORITY is made this 3rd day of March 2022

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 (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 acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature
Monica Bean
Community Ranger

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Catch alive, hold in possession, liberation and killing of species listed below: <table><tr><th>Common Name</th><th>Scientific Name</th></tr><tr><td>Southern Grass Skink</td><td><i>Oligosoma aff. Polychrome clade 5</i></td></tr><tr><td>McCann's Skink</td><td><i>Oligosoma maccanni</i></td></tr><tr><td>Canterbury/Waitaha Gecko</td><td><i>Woodworthia cf brunnea</i></td></tr></table>	Common Name	Scientific Name	Southern Grass Skink	<i>Oligosoma aff. Polychrome clade 5</i>	McCann's Skink	<i>Oligosoma maccanni</i>	Canterbury/Waitaha Gecko	<i>Woodworthia cf brunnea</i>
Common Name	Scientific Name									
Southern Grass Skink	<i>Oligosoma aff. Polychrome clade 5</i>									
McCann's Skink	<i>Oligosoma maccanni</i>									
Canterbury/Waitaha Gecko	<i>Woodworthia cf brunnea</i>									
2.	The Land (Schedule 2, clause 2)	(Private) Heathcote Quarry Reserve								
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<div>1. Chris McClure</div> <div>2. Personnel under the supervision of Authorised Personnel</div>								
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 March 2022 and ending on and including 31 March 2025								
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<div>The Authority Holders address in New Zealand is:</div> <div>53 Hereford Street</div> <div>Christchurch Central</div> <div>Christchurch 8154</div> <div>New Zealand</div> <div>Phone: 03 941 8999</div> <div>Email: Christine.McClure@ccc.govt.nz</div>								
6.	Grantor's address for notices	<div>The Grantor's address for all correspondence is:</div> <div>Permissions Team</div> <div>Level 4</div> <div>73 Rostrevor Street</div> <div>Hamilton, 3204</div> <div>Email: permissionshamilton@doc.govt.nz</div>								

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1 Adhere to approved application

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled “Lizard Management Plan for Heathcote Quarry Park – Rockfall Remediation & Track Alignment” and dated** February 2022, as submitted in their updated Wildlife Application.
- 1.2 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.

2 Mitigation Conditions

- 2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1, clause 1, using methods in accordance with the relevant Lizard Management Plans described in 1.1.

3 Killing wildlife

- 3.1 DOC Operations Manager, Janine Sidery at jsidery@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.

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 The Authority Holder shall remediate the site with indigenous plants that are locally sourced as per the Lizard Management Plan described in 1.1.

5 Ownership of absolutely protected wildlife

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

6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, or under the supervision of the Authorised Personnel.
- 6.2 Lizard capture, handling and relocation should be undertaken at a suitable time of year, September – March, when lizards are active, as advised by a suitably experienced herpetologist.
- 6.3 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 6.4 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
- 6.5 The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
- 6.6 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 6.7 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites
- 6.8 The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 6.9 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.
- 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, Janine Sidery at jsidery@doc.govt.nz by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
- a. the permission number; and
 - b. the species and number of any animals collected and released; and
 - c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
 - d. results of all surveys, monitoring or research; and
 - e. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
- 9.2 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.
- 9.3 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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 96306-FAU

THIS AUTHORITY is made this 3rd day of March 2022

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 (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 as Operations Manager for Mahaanui acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature
Monica Bean
Community Ranger

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	Catch alive, hold in possession, liberation and killing of species listed below: <table><tr><td>Common Name</td><td>Scientific Name</td></tr><tr><td>Southern Grass Skink</td><td><i>Oligosoma aff. Polychrome clade 5</i></td></tr><tr><td>McCann's Skink</td><td><i>Oligosoma maccanni</i></td></tr><tr><td>Canterbury/Waitaha Gecko</td><td><i>Woodworthia cf brunnea</i></td></tr></table>	Common Name	Scientific Name	Southern Grass Skink	<i>Oligosoma aff. Polychrome clade 5</i>	McCann's Skink	<i>Oligosoma maccanni</i>	Canterbury/Waitaha Gecko	<i>Woodworthia cf brunnea</i>
Common Name	Scientific Name									
Southern Grass Skink	<i>Oligosoma aff. Polychrome clade 5</i>									
McCann's Skink	<i>Oligosoma maccanni</i>									
Canterbury/Waitaha Gecko	<i>Woodworthia cf brunnea</i>									
2.	The Land (Schedule 2, clause 2)	Vested council land: Barnett Park Recreation Reserve								
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<div>1. Chris McClure</div> <div>2. Personnel under the supervision of Authorised Personnel</div>								
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 March 2022 and ending on and including 31 March 2025								
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<div>The Authority Holder's address in New Zealand is:</div> <div>PO Box 73011</div> <div>Christchurch 8154</div> <div>New Zealand</div> <div>Phone: 03 941 8999</div> <div>Email: nick.singleton@ccc.govt.nz</div>								
6.	Grantor's address for notices	<div>The Grantor's address for all correspondence is:</div> <div>Permissions Team</div> <div>Level 4</div> <div>73 Rostrevor Street</div> <div>Hamilton, 3204</div> <div>Email: permissionshamilton@doc.govt.nz</div>								

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1 Adhere to approved application

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled “Lizard Management Plan for Barnett Park Walkway – Rockfall Remediation” and dated** February 2022, as submitted in their updated Wildlife Application.
- 1.2 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.

2 Mitigation Conditions

- 2.1 The Authority Holder is only permitted to release wildlife that are listed in Schedule 1, clause 1, using methods in accordance with the relevant Lizard Management Plans described in 1.1.

3 Killing wildlife

- 3.1 DOC Operations Manager, Janine Sidery at jsidery@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.

4 Salvage relocation and habitat enhancement

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

5 Ownership of absolutely protected wildlife

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

6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, or under the supervision of the Authorised Personnel.

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

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, Janine Sidery at jsidery@doc.govt.nz by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:

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

9.2 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.

9.3 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.

10 Archaeological Sensitivity

10.1 The Authority Holder shall allow a cultural monitor to be present to oversee the lizard salvage activities. Mahaanui Kurataiao shall facilitate the appointment of a cultural monitor upon contact with their admin team.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 96309-CAP

THIS AUTHORITY is made on 1st day of November of 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 1 st November 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 97337-CAP

THIS AUTHORITY is made 29th 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 1 October 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) [REDACTED]

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 97344-FAU

THIS AUTHORITY is made this 2nd day of May 2022

PARTIES:

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

AND

Wellington Water Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 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 of Wellington acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<div>Catch alive, hold in possession, liberation and killing of species listed below:</div> <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>Northern grass skink</td><td><i>Oligosoma polychrome</i></td></tr><tr><td>Raukawa gecko</td><td><i>Woodworthia maculate</i></td></tr><tr><td>Ngahere gecko</td><td><i>Mokopirirakau “Southern North Island”</i></td></tr><tr><td>Barking gecko</td><td><i>Naultinus punctatus</i></td></tr></table>	Common Name	Scientific Name	Copper skink	<i>Oligosoma aeneum</i>	Northern grass skink	<i>Oligosoma polychrome</i>	Raukawa gecko	<i>Woodworthia maculate</i>	Ngahere gecko	<i>Mokopirirakau “Southern North Island”</i>	Barking gecko	<i>Naultinus punctatus</i>
Common Name	Scientific Name													
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Raukawa gecko	<i>Woodworthia maculate</i>													
Ngahere gecko	<i>Mokopirirakau “Southern North Island”</i>													
Barking gecko	<i>Naultinus punctatus</i>													
2.	The Land (Schedule 2, clause 2)	(Private) Silverstream Pipe Crossing, Hutt City/Upper Hutt City												
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<div>1. s9(2)(a)</div> <div>2. Personnel under the supervision of Authorised Personnel</div>												
4.	Term (Schedule 2, clause 4)	Commencing on 1 September 2022 and including and ending on 30 April 2029												
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<div>The Authority Holders address in New Zealand is:</div> <div>PB 39804</div> <div>Wellington Mail Centre</div> <div>Wellington 5045</div> <div>New Zealand</div> <div>Phone: 04 912 4400</div> <div>s9(2)(a)</div>												
6.	Grantor’s address for notices	<div>The Grantor’s address for all correspondence is:</div> <div>Permissions Team</div> <div>Level 4</div> <div>73 Rostrevor Street</div> <div>Hamilton, 3204</div> <div>Email: permissionshamilton@doc.govt.nz</div>												

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1 Adhere to approved application

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard **Management Plan titled “Silverstream Pipe Crossing Lizard Management Plan”** and dated June 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, clause 1, using methods in accordance with the relevant Lizard Management Plans described in 1.1.

3 Killing wildlife

- 3.1 DOC community ranger, Nick Barnes at nbarnes@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.

4 Salvage relocation and habitat enhancement

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

5 Ownership of absolutely protected wildlife

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

6 Lizard capture and handling

- 6.1 Lizards must only be handled by Authorised Personnel, or under the supervision of the Authorised Personnel.

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

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 community ranger, Nick Barnes at nbarnes@doc.govt.nz by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
- a. the permission number; and
 - b. the species and number of any animals collected and released; and
 - c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
 - d. results of all surveys, monitoring or research; and
 - e. description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
- 9.2 Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.

SCHEDULE 4

Map of proposed activities



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 97362-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

The Catholic Diocese of Hamilton (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 (Operations Manager, Waikato) acting under delegated authority
in the presence of Clara Wilson (Permissions Advisor, Hamilton).

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>Activity</p> <p>To catch alive, temporarily hold in possession, liberate, and incidentally kill the following lizard species:</p> <ul style="list-style-type: none"> ○ Copper skink, <i>Oligosoma aenum</i> ○ Ornate skink, <i>Oligosoma ornatum</i> <p>For the purpose of lizard salvage, to reduce lizard mortality during residential development works.</p> <p>Methods</p> <p>As described in the Lizard Management Plan titled “<i>Lizard Management Plan for 32 Beale Street</i>” provided to the Department on 5 October 2021, and the changes agreed to on 21 February 2022 – attached to Schedule 4.</p>
2.	The Land (Schedule 2, clause 2)	32 Beale Street, Hamilton East, Hamilton.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Others under the direct supervision of the Authorised Personnel</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 28 February 2022 and ending on and including 31 April 2026
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Catholic Diocese of Hamilton</p> <p>51 Grey Street</p> <p>Hamilton East</p> <p>Hamilton 3216</p> <p>s9(2)(a)</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</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. Adhere to approved application

- 1.1 The Authorised Activity must be undertaken in accordance with the Lizard Management Plan titled "*Lizard Management Plan for 32 Beale Street*" provided to the Department on 5 October 2021, and the agreed revisions provided to the Department on 21 February 2022, attached to Schedule 4 of this Authority.
- 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 (1) using methods described in Schedule 4.

3. Killing wildlife

- 3.1 The Authority Holder is permitted to incidentally kill wildlife listed in Schedule 1 (1) 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 Tinaka Mearns, tmearns@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.

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

7. Death of wildlife associated with salvage activities

- 7.1 If any native lizards should die during the authorised activities of catch, transfer, or liberate, the Authority Holder must:
- 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
 - send the body to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history; and
 - pay for any costs incurred in investigation of the death of any lizard; and
 - if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

8. Euthanasia

- 8.1 If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1(3) to get advice on management of the lizard. 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, waikato@doc.govt.nz and permissionshamilton@doc.govt.nz, within 3 months of the salvage being completed, or within 3 months of the expiry of the authority

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

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

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

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 97382-FAU

THIS AUTHORITY is made this 8th day of November 2021

PARTIES:

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

AND

Flying Pheasant NZ Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity - To obtain and release captive reared gamebirds for augmentation of local wild population in the area.</p> <p>(b) Species:</p> <p>i. Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>(c) Quantity – release 15000 per year for 10 years</p> <p>(d) Method – to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds. (New Zealand Game Birds Ltd, 12 Lower Flag Ranger Road, RD9, Hastings 4179).</p>
2.	The Location (Schedule 2, clause 2)	Poronui Station, Taharua Road, Taharua 3379
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a), Director, Flying Pheasant NZ Limited and / or any other authorised personnel appointed by Flying Pheasant NZ Limited.
4.	Term (Schedule 2, clause 4)	Commencing on and including 08/11/2021 and ending on and including 08/11/2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Flying Pheasant NZ Limited</p> <p>12 Lower Flag Range Road</p> <p>RD9, Hastings</p> <p>4071</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This 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 & to the Grantor at 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) 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 located on public conservation land

Authorisation Number: 97399-FAU

THIS AUTHORITY is made this 6th day of December 2021

PARTIES:

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

AND

Rotokare Scenic Reserve Trust (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 of the Wildlife Act 1953

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

PERMITS the Authority Holder pursuant to section 49 of the Reserves Act 1977

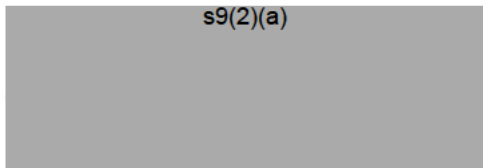
subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

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

in the presence of:

s9(2)(a)



Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>Catch alive, and handle the species listed below for the purpose of species management :</p> <ul style="list-style-type: none"> a) Pacific gecko b) Striped skink c) Goldstripe gecko d) Forest gecko e) Auckland green/elegant gecko f) Wellington green/barking gecko g) Duvaucel's gecko h) Copper skink i) Ornate skink j) Northern grass skink k) Kupe skink l) Common gecko m) Other species of lizard as encountered
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Rotokare Scenic Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s 9(2)(a))</p> <p>f. Any other suitably qualified person under the direct supervision of authorised personnel a-c.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 06/12/2021 and ending on and including 05/12/2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

- 5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

Lizard capture and survey

1. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
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/>
3. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
4. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
5. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
6. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag), and held out of direct sunlight to minimise the risk of overheating, stress and death.
7. The Authority Holder must only use methods to search for lizards that preserve habitat quality.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 97404-CAP

THIS AUTHORITY is made this 29th 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)	To hold, breed, transfer and dispose of the following absolutely protected wildlife: a. <i>Naultinus grayii</i> (Northland green gecko) b. <i>Naultinus elegans</i> (Elegant gecko) c. <i>Naultinus punctatus</i> (Barking gecko) d. <i>Dactylocnemis pacificus</i> (Pacific gecko) e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko) f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko) g. <i>Mokopirirakau granulatus</i> (Forest gecko) h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko) i. <i>Woodworthia maculata</i> (common gecko) j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko) k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko) l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko) m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko) n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko) o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko) p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko) q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko) r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 29 th October 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	The Authority Holders’ address in New Zealand is: s9(2)(a)

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

7. When can the Authority be terminated?

- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
- 7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

- 8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 4. Any such notice is to be deemed to have been received:
- a. in the case of personal delivery, on the date of delivery;
 - b. in the case of post, on the 3rd working day after posting;
 - c. in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.

9. What about the payment of costs?

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

10. Adhere to Best Practice Guidelines

- 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).

11. Access to private property for inspection

- 11.1 The Authority Holder must consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
- 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
- 11.3 The Grantor may recover costs of inspections from the Authority Holder.

12. Obtaining, disposing of and transfer of lizards

- 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- a. the other person holds an Authority to keep the protected species in captivity; or
 - b. the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- a. transferring lizards for breeding programmes,
 - b. making available individuals for release, and
 - c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards (www.doc.govt.nz/captivelizards).

13. Husbandry standards

- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity (www.doc.govt.nz/captivelizards).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.

14. Record keeping

- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year.

15. Surrender of existing Authority

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

Released under the Official Information Act



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

Authorisation Number: 97409-FAU

THIS AUTHORITY is made this 16th day of December 2021

PARTIES:

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

AND

Royal Forest & Bird Protection Society of New Zealand 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 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 and 41 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to Part 3B of the Conservation Act 1987 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 Dave Hayes (Operations Manager, Sounds District) acting under delegated authority

in the presence of Clara Wilson (Permissions Advisor, Hamilton)

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 and methods:</p> <ul style="list-style-type: none"> a) To catch alive – Using harp traps, mist nets, and Sussex Autobat acoustic lures b) To hold – In cloth bags for up to one hour c) To band – With metal bands d) To mark – With Holohil BD2 radio-transmitters e) To collect bat guano – From harp trap bags, cloth catch bags, and roost cavities if it spills out. <p>For the purpose of species management.</p> <p>Species: Long-tailed bat (<i>Chalinolobus tuberculatus</i>)</p> <p>Quantities: As required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> • Mount Richmond Forest Park • Pelorus Bridge Scenic Reserve • Carluke Scenic Reserve • Tinline Scenic Reserve • Conservation Area - Tinline • Ronga Recreation Reserve <p>Other land (subject to necessary permissions):</p> <ul style="list-style-type: none"> • Private land within the Pelorus Catchment • Commercial forestry land within the Pelorus Catchment • Marlborough District Council administered land within the Pelorus Catchment
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> • s9(2)(a) ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] • Any other person under direct supervision of the Authorised Personnel
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 17th December 2021 and ending on and including 30th June 2030</p>

5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is: 205 Victoria Street Ground Floor Te Aro Wellington 6011 New Zealand</p> <p>Phone: 04 385 7374 Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

Best practice guidelines

1. The Authorised Activity must be carried out in accordance with current best practice guidelines. The current best practice document is the *DOC best practice manual of conservation techniques for bats* (DOCDM-131465), located at <https://www.doc.govt.nz/globalassets/documents/science-and-technical/inventory-monitoring/im-toolbox-bats/im-toolbox-bats-doc-best-practice-manual-of-conservation-techniques-for-bats.pdf>.
2. The Authorised Activity must be carried out in accordance with the latest IUCN bat guidelines to minimise the risk of spread of COVID-19 to bats.

Transmitter attachment

3. Transmitters must not be fitted to the same bat more than once in a 365-day period.
4. The combined weight of the device plus any other marks on the bat should not exceed 5-10% of its body weight. The Authority Holder is strongly encouraged to use best practice transmitter attachment methods.
5. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter or band must have their transmitter or band removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.

Death of wildlife associated with Authorised Activities

6. If any Threatened, At Risk or Data Deficient species should die, the Authority Holder must:
 - a. inform the Grantor with 24 hours;
 - b. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - c. send the body to Massey University Wildlife Post Mortem Service for **necropsy along with details of the animal's history;**
 - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
 - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Interactions with the public

7. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

Research reports

8. 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, citing the Authorisation Number 97409-FAU.

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

Miscellaneous

10. 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



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 97427-FAU

THIS AUTHORITY is made this 13th 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. 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 Kathy Houkamau as Operations Manager Wairarapa, acting under delegated authority

in the presence of:

s9(2)(a)

Makarand Rodge, Permission 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) <u>Activity</u>: To obtain and release captive reared gamebirds for augmenting the wild population in the area.</p> <p>(b) <u>Species</u>: Mallard Ducks (<i>Anas platyrhynchos</i>)</p> <p>(c) <u>Quantity</u>: -</p> <ul style="list-style-type: none"> i. Obtain and release up to 40 birds each year on the land referred to in Schedule 1 Clause 2 (a) below. ii. Obtain and release up to 100 birds each year on the land referred to in Schedule 1 Clause 2 (b) below <p>(d) <u>Collection Method</u>: to obtain and release gamebirds listed in 1.(b) above from an existing authority Holder who is authorised to transfer gamebirds (New Zealand Game Birds Ltd at 12 Lower Flag Range Road, RD 9, Hastings 417).</p>
2.	The Land (Schedule 2, clause 2)	<p>(a) s9(2)(a)</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 13 December 2021 and ending on and including 12 December 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>The Department of Conservation</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 birds are to only be held in captivity when being transferred to the holding and release sites.
2. The birds are to be released only on the properties listed as per Schedule 1(2). This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the New Zealand Game Birds Ltd.
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 genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.
9. 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 & to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 97427-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the term of the authority 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
10. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
11. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
12. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

13. The 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(3) 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) 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/nznbbbs-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.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 97432-FAU

THIS AUTHORITY is made this 17th day of December 2021

PARTIES:

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

AND

Olrig Limited (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

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

s9(2)(a)

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

in the presence of:

s9(2)(a)

Makarand Rodge, Permission 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity - To obtain and release captive reared gamebirds for augmentation.</p> <p>(b) Species: Ring necked pheasant (<i>Pheasianus colchius</i>)</p> <p>(c) Quantity – release up to 20,000 birds listed in (b) per year.</p> <p>(d) Method – to obtain and release gamebirds listed in (b) from an existing authority Holder (NZ Gamebirds Limited) who is authorised to transfer gamebirds.</p>
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>And any other authorised representative for Orlig Limited</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 17/12/2021 and ending on and including 16/12/2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Orlig Limited,</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<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: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to 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 & to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 97432-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) 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/nznbbbs-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: 97446-FAU

THIS AUTHORITY is made this 25th day of May 2022

PARTIES:

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

AND

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

BACKGROUND

- A. 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 Community

Witness Address: 253 Chadwick Road Greerton 3112

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>A. Activity: To catch alive absolutely protected wildlife listed under Schedule 4 of this authority for the purpose of surveys to inform projects</p> <p>B. Quantity – as observed</p> <p>C. Method – i) active searches (manual searches and nocturnal spotlighting) ii) pitfall traps iii) g-minnow traps iv) artificial cover objects v) closed cell foam covers</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private land in the following Department district boundaries:</p> <ul style="list-style-type: none"> a) Auckland Mainland b) Hauraki c) Waikato d) Tauranga e) King Country f) New Plymouth g) Wellington
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> a) s9(2)(a) b) Others under the supervision of s9(2)(a)
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 16 May 2022 and ending on and including 15 May 2032</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p>

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

2.5 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Death of wildlife associated with activities covered by the Authority

1. If any lizard should die the local district office shall be contacted within 24 hours.

Euthanasia

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

Track markers

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

Survey reports

4. The Authority Holder must provide the following information to the Grantor within one month of the conclusion of survey:
 - a. Number of lizard species found, and the GPS coordinates for each of these; and
 - b. Copies of reports submitted to national databases (e.g. Herpetofauna, National Fish Database); and
 - c. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor [OR name of person and address] and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).

Lizard capture and survey

5. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
6. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
7. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
8. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.

9. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
10. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
11. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
12. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

Tangata Whenua

13. The Authority Holder shall acknowledge the role Tangata Whenua have as kaitiaki of taonga species and their interest in partnering to learn lizard handling and identification skills. As such, the Authority Holder shall notify Tangata Whenua in the role of the survey area as soon as reasonably practical, to invite them to observe the activity and ensure tikanga and kawa is provided for. Contact the local DOC office for contact details, if required.

Biosecurity

14. The Authority Holder must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website www.kauridieback.co.nz/. Hygiene equipment kits can be provided by the Tauranga Office even for surveys on private land.
15. The Authority Holder must ensure the compliance with the guidelines below in order to minimise possible spread of the pest organism Myrtle Rust (*Austropuccinia psidii*), also known as guava rust or eucalyptus rust <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

SCHEDULE 4

Auckland Region (mainland)

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Shore skink	<i>Oligosoma smithi</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Moko skink	<i>Oligosoma moco</i>	At Risk - Relict
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Common/Raukawa gecko	<i>Woodworthia maculata</i>	Not Threatened
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining

Waikato District

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Shore skink	<i>Oligosoma smithi</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Crenulate skink	<i>Oligosoma aff. infrapunctatum</i> "crenate"	At Risk - Declining
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining

Hauraki District

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Moko skink	<i>Oligosoma moco</i>	At Risk - Relict
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining
Common/Raukawa gecko	<i>Woodworthia maculata</i>	Not Threatened

Tauranga District

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Crenulate skink	<i>Oligosoma aff. infrapunctatum</i> "crenate"	At Risk - Declining

Shore skink	<i>Oligosoma smithi</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Moko skink	<i>Oligosoma moco</i>	At Risk - Relict
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Common/Raukawa gecko	<i>Woodworthia maculata</i>	Not Threatened
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining

King Country District

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Crenulate skink	<i>Oligosoma</i> aff. <i>infrapunctatum</i> “ crenate ”	At Risk - Declining
Goldstripe gecko	<i>Woodworthia chrysosiretica</i>	At Risk - Declining
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining

Wellington

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Whitakers skink	<i>Oligosoma whitakeri</i>	Threatened – Nationally Endangered
Northern grass skink	<i>Oligosoma polychroma</i>	Not Threatened
Northern spotted skink	<i>Oligosoma kokowai</i>	At Risk - Relict
Glossy Brown skink	<i>Oligosoma zelandicum</i>	At Risk - Declining
Ngahere gecko	<i>Mokopirirakau</i> “ southern north island ”	Taxonomically unresolved
Barking gecko	<i>Naultinus punctatus</i>	At Risk - Declining
Common/Raukawa gecko	<i>Woodworthia maculata</i>	Not Threatened
Minimac	<i>Woodworthia</i> “ Marlborough mini ”	At Risk - Declining

New Plymouth district

Common Name	Scientific Name	Conservation Status (Hitchmough et al. 2021)
Copper skink	<i>Oligosoma aeneum</i>	At Risk - Declining
Ornate skink	<i>Oligosoma ornatum</i>	At Risk - Declining
Striped skink	<i>Oligosoma striatum</i>	At Risk - Declining
Glossy Brown skink	<i>Oligosoma zelandicum</i>	At Risk - Declining

Goldstripe gecko	<i>Woodworthia chrysosiretica</i>	At Risk - Declining
Pacific gecko	<i>Dactylocnemis pacificus</i>	Not Threatened
Forest gecko	<i>Mokopirirakau granulatus</i>	At Risk - Declining
Auckland green/elegant gecko	<i>Naultinus elegans</i>	At Risk - Declining

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 97464-FAU

THIS AUTHORITY is made this 18th day of March 2022

PARTIES:

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

AND

University of Otago [NATIONAL HOLDER] (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

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

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

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

PERMITS the Authority Holder pursuant to sections 49 and 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 Natasha Ryburn, Director Planning Permissions and Land acting under delegated authority
in the presence of:

s9(2)(a)



Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> i. Catch and obtain alive protected wildlife list in 1 b. ii. Take blood samples from protected wildlife list in 1 b. iii. Take cloacal swabs from protected wildlife list in 1 b. iv. Attach bands to protected wildlife list in 1 b. v. Liberate protected wildlife list in 1 b. <p>b. Species</p> <ul style="list-style-type: none"> i. Bellbird <i>Anthornis melanura</i> ii. Silvereye <i>Zosterops lateralis</i> iii. Tui <i>Prosthemadera novaeseelandiae</i> iv. Tomtit <i>Petroica macrocephala</i> v. Grey Warbler <i>Gerygone igata</i> vi. New Zealand Fantail <i>Rhipidura fuliginosa</i> vii. Welcome Swallow <i>Hirundo neoxena</i> viii. Rifleman <i>Acanthisitta chloris</i> ix. South Island robin <i>Petroica australis</i> <p>c. Quantity</p> <ul style="list-style-type: none"> i. Species i-viii above, 500 individuals per year ii. Species ix above, 100 individuals per year, and a maximum of 20 per site <p>d. Methods</p> <ul style="list-style-type: none"> i. Catch - using mist nets ii. Take blood samples – puncture of brachial vein using a 27-gauge needle iii. Take cloacal swabs iv. Attach bands – as per the Bird Banding Manual
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> a. Silverpeaks Scenic Reserve b. Mount Grey/Maukatere Conservation Area c. Conservation Area - Hokonui Forest d. Oxford Forest Conservation Area e. Arthur's Pass National Park f. Conservation Area - Wanganui / Otira Catchments g. Conservation Area - Kapitea Creek h. Bog Roy Conservation Area i. Ben Ohau Conservation Area j. Aoraki/Mount Cook National Park k. Westland National Park/Tai Poutini National Park l. Hawea Conservation Area m. Mount Aspiring National Park n. Grassy Creek Conservation Area o. Eyre Mountains/Taka Ra Haka Conservation Park

		<p>p. Fiordland National Park</p> <p>q. Kahurangi National Park</p> <p>r. Nelson Lakes National Park</p> <p>s. Ka Whata Tu o Rakihouia Conservation Park</p> <p>t. Paparoa National Park</p> <p>u. Lyttelton Scenic Reserve</p> <p>v. Tauhinukorokio / Mount Pleasant Scenic Reserve</p> <p>w. Mt Thomas Forest Conservation Area</p> <p>x. Okuku Scenic Reserve</p> <p>y. Craigieburn Forest Park</p> <p>z. Catlins Conservation Park</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>■</p> <p>■</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 March 2022 and ending on and including 21 March 2032
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Financial Services Division, University Of Otago</p> <p>Leith Street</p> <p>Dunedin</p> <p>New Zealand</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1. Ownership of absolutely protected wildlife

- 1.1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 1.2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
- 1.3. Any material not destroyed by analysis must be destroyed on completion of the research. Where there is surplus blood or tissue (and/or surplus extracted DNA) after the Authorised activity is complete, this surplus material may be held. However, any new use for a purpose not covered by the original permit will require a new permit application, including transfer of material to another person, institute or researcher.

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

- 2.1. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
 - a. inform the Grantor within 48 hours; and
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post Mortem Service for necropsy **long with details of the animal's history;**
 - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

3. Banded Wildlife

- 3.1. 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/>

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. 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.

- 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) 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. A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision, but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator. All operators capturing or marking birds must be registered with the NZNBBS.
- 5.9. 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.

6. Special Conditions for blood sampling South Island Robins

- 6.1. Ensure the Otago University's Animal Ethics Committee has approved the research and techniques for this research.
- 6.2. Before bleeding is attempted on a protected bird species a person has had to show competency with this procedure on unprotected species. This must be observed and approved to a person experienced in taking blood from small birds
- 6.3. A maximum of 2 robins are initially captured and bled at site then observed following the procedure to ensure no adverse reaction to the procedure. If no adverse effect is observed a further 20 robins can be caught and bled at that site. If any adverse reaction is observed on a robin following bleeding no further robins are captured and bled (An adverse reaction is a debilitating hematoma at the needle site, an abnormal hematoma at the needle site, a bleed which does not clot or birds acting abnormally once released).

7. Access

- 7.1. The Authority Holder must notify the relevant District Office at least 2 weeks prior to conducting the activity on the Land.

8. Records

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

9. Research reports

- 9.1. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz, citing the Authority Number 97464-FAU. These reports must be submitted by the 21 March annually and contain the following:
 - a. the Authority Number 97464-FAU; and
 - b. areas of Public Conservation Land accessed and dates accessed; and
 - c. a summary of activities, bird species sampled and banded; and
 - d. a summary of research findings; and
 - e. any implications for conservation management.
- 9.3. 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, enquiries@doc.govt.nz, teanauadmin@doc.govt.nz, haastvc@doc.govt.nz and motueka@doc.govt.nz, citing authority number 97464-FAU. Also add a memo that copies of the research findings, reports and publications are to be forwarded electronically by the Department to Te Runanga o Arowhenua, **Te Rūnanga o Waihao** and Te Atiawa.
- 9.4. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

10. Entry Permit for Fiordland National Park

- 10.1. If access to the whole of Fiordland National Park is requested then an entry permit is required for the Murchison Mountains Specially Protected Area. Contact the District office at least 10 working days prior to apply for this. Email teanauadmin@doc.govt

11. Activity at Aoraki Mount Cook National Park

- 11.1. The activity should occur away from areas of public access and out of view of Aoraki Mount Cook National Park visitors.

12. Didymo biosecurity

- 12.1. The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s **"Check, Clean, Dry" cleaning methods to prevent the spread of didymo** (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. **"Check, Clean, Dry"** cleaning methods can be found at <https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-prevent-spread-of-pests/check-clean-dry/> The Authority Holder must regularly check this website and update their precautions accordingly.

13. Expectations of the public

- 13.1. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
- 13.2. 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.

14. Termination

- 14.1. 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".



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

Authorisation Number: 97492-FAU

THIS AUTHORITY is made this 11th day of February 2022

PARTIES:

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

AND

Sheri Johnson (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53 (taking or killing of wildlife for certain purposes) and 41 (conduct wildlife research work, and collect and disseminate wildlife information) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

PERMITS the Authority Holder pursuant to Part 3B of the Conservation Act 1987, section 59A of the Reserves Act 1977 and section 49 of the National Parks Act 1980 subject to the terms and conditions contained in this Authority and its Schedules.

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 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: 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.

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity</p> <ul style="list-style-type: none"> i. to catch alive absolutely protected wildlife listed in Schedule 1.b for research purposes ii. to liberate the absolutely protected wildlife listed in Schedule 1.b <p>b. Species –</p> <ul style="list-style-type: none"> i. <i>Geodorcus Helmsi</i> (Stag Beetle) ii. <i>Geodorcus philpotti</i> <p>c. Quantity –</p> <ul style="list-style-type: none"> i. <i>Geodorcus Helmsi</i> (Stag Beetle) – 200 individuals ii. <i>Geodorcus philpotti</i> – 8 individuals <p>d. Method –</p> <ul style="list-style-type: none"> i. catch alive/liberate by hand and other methods as outlined in the application received 3 November 2021 and Schedule 4 of this authority
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> - Takakopa Bay Scenic Reserve - Papatowai (X 1329741.03423, Y 4838539.06318) - Rakirua National Park – Ulva Island (X 1228928.71887, Y 4791411.40405). - Fiordland National - Park Borland Lodge (X 1175338.45621, Y 4916129.38676, or X 1163172.52655, Y 4918916.51040) - Fiordland National Park - Milford Sound (X 1197325.42618, Y 5041066.21687) - Arawhata Conservation Area - Jackson Bay (X 1247620.93725, Y 5122334.95941) - Conservation Area - Cook River to Haast River (Lake Paringa Area – (Lake Paringa, X 1310957.66389, Y 5152773.22269; Copland Track, X 1342754.35154, Y 5170237.04219) - Westland National Park – Okarito (X 1370224.45188, T 5210214. 15949) - Paparoa National Park – Punakaiki (X 1461833.64344, Y 5336262.97543) - Kahurangi National Park - Karame (X 1521901.43047, Y 5448959.18811) <p>Other land:</p>

		<ul style="list-style-type: none"> - Te wae wae bay – (X 1172353.25843, Y 4874785.59931) - Mangarakau, – (X 1555122.87389, Y 5501528.75431)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> - Dr Sheri Johnson - s9(2)(a) - - <p>Any other suitable personnel under the authority holder's supervision (Sheri Johnson) deemed to be appropriately trained and experienced to undertake the permitted activity</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 15 February 2022 and ending on and including 1 December 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>340 Great King Street Dunedin 9054 New Zealand Phone: 03 479 7929 Email: sherj.johnson@otago.ac.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

General

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. Should new species of invertebrates be found, the Authority Holder must ensure the type specimens are to be lodged at an appropriate national collection.
4. This Authorisation only permits activities to be undertaken for purposes outlined the in the Applicants research proposal as shown in Schedule 5

Access

5. 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.
6. This authority does not confer on the Authority Holder any interest in the Site, nor does it derogate in any way from the rights of the public to use and enjoy the whole or any part of the site.
7. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
8. 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.
9. The Authority Holder shall ensure that its vehicles are operated on formed roads only and parked only in designated parking areas.
10. The authority holder shall contact Borland Lodge if undertaking collection within their lease area. Contact should be made at least 48 hours prior accessing the location. Contact can be made at: <https://www.borlandlodge.co.nz/contact>
11. The authority holder shall contact Milford Sound Tourism prior to undertaking research in their lease area. Contact should be made at least 48 hours prior accessing the location. Contact can be made at: Ph: +64 (0)3 249 9229 or admin@milfordsoundtourism.nz

Vegetation clearance, historic sites, non-target wildlife and Track markers

12. 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.
13. The Authority Holder will check for any known heritage values and/or archaeological sites and demonstrate how this has been done before undertaking any invasive survey work. <https://www.heritage.org.nz/the-list>
14. The Authority Holder will not undertake soil disturbance in areas with known heritage and/or archaeological sites, without consulting an archaeologist and/or obtaining a Heritage New Zealand Pouhere Taonga authority. This includes sites advised by the District Office as having heritage or archaeological values.
15. The Authority Holder will take all reasonable steps to ensure heritage and archaeological sites are not disturbed or damaged.

Accidental Discovery Protocol

16. The Authority Holder must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found:
 - (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
 - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - (c) **If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought;**
 - (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
 - (e) If it is human remains the New Zealand Police should also be notified;
 - (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Authority Holder must not recommence work until permitted to do so by the Grantor.

Reporting

17. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz.
18. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality.
19. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Biosecurity

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

21. Myrtle Rust

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

Other Matters

24. 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”.
25. A new clause 2.3 (a) is added to Schedule 2, to read as follows:

“The Authority Holder shall follow the directions of the District Office with regards to vulnerable plants or wildlife on the land”.



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

Authorisation Number: 97554-FAU

THIS AUTHORITY is made this 7th day of April 2022

PARTIES:

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

AND

Dr Rachael Shaw (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 and 41 of the Wildlife Act 1953; and clause 38 of the Wildlife Regulations 1955.

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 *Angus Hulme-Moir*, Operations Manager Wellington acting under delegated authority in the presence of:

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a) Activity:</p> <ul style="list-style-type: none"> i. to catch alive the protected wildlife in Schedule 4 (hereafter referred to in scheduled 1 as “the Protected Wildlife”) for the purpose of research ii. to mark the Protected Wildlife to distinguish the wildlife iii. to take pin feather samples from the Protected Wildlife and hold them in possession to carry out research work (to genetically sex individuals). iv. to trap and take fauna from Wrights Hill Recreation Reserve v. to take specified specimens of fauna from Wrights Hill Recreation Reserve <p>b) Method:</p> <ul style="list-style-type: none"> i. Catching alive: <ul style="list-style-type: none"> A. Using clap or drop traps B. Nestlings may be removed from the nest by hand for banding ii. Marking: <ul style="list-style-type: none"> A. Banding B. Radio tagging: <ul style="list-style-type: none"> • 0.65g radio tag • leg loop harness • The PIT tag will be embedded in a weldable leg band with a 3.1 mm internal diameter iii. Pin feather sampling: <ul style="list-style-type: none"> A. Pin feathers may be taken with tweezers during banding. <p>c) Quantity:</p> <ul style="list-style-type: none"> i. Catching alive: no more than 625 individuals in total at a rate of 125 individuals per year ii. Marking: <ul style="list-style-type: none"> A. Banding: no more than 625 individuals in total at a rate of 125 individuals per year
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		<p>B. Radio tagging: no more than 60 fledglings</p> <p>iii. Pin feather sampling: no more than 3 pin feathers per individual</p>
2.	The Land (Schedule 2, clause 2)	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> • Wrights Hill Recreation Reserve <p>Other land:</p> <ul style="list-style-type: none"> • Zealandia, Wellington • Polhill Reserve • Hawkins Hill
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a) Rachael Shaw</p> <p>b) s9(2)(a)</p> <p>c) [REDACTED]</p> <p>d) Suitably qualified individuals under the direct supervision of the Authorised personal above.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 July 2022 and ending on and including to 30 June 2027.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Email: rachael.shaw@vuw.ac.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1. Ownership of absolutely protected wildlife
 - 1.1 This Authorisation gives the Authority Holder the right to interact with specified 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 including blood, 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,
 - 1.3 The Authority Holder must not, without express written agreement from the Grantor, publish on any website or open access database genomic or genetic code or data of the absolutely protected wildlife.
2. Marking: Banding and Radio Tagging
 - Banding*
 - 2.1 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.
 - 2.2 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")**.
 - 2.3 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - 2.4 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.
 - 2.5 The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - 2.6 If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - 2.7 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.

- 2.8 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.

Radio tagging/transmitter attachment

- 2.9 Transmitters (**comprising no more than 5% of an animal's body weight**) may be attached. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
- 2.10 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.
- 2.11 Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.

3. Pin feather sampling

- 3.1 The Authority Holder may transfer the pin feather samples to an authorised research laboratory for the purpose of research.
- 3.2 For the avoidance of doubt, the export of pin feather samples or substances derived from such samples is not permitted by this Authority.

4. Death of protected wildlife

- 4.1 If the Protected Wildlife should die, the Authority Holder must: inform the Grantor at the Kapiti Wellington District Office (ph 04 470 8412) within 24 hours; chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours; send the body to Massey University Wildlife Post Mortem **Service for necropsy along with details of the animal's history**; pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and, if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

5. Reporting

- 5.1 By acting under this authority, the Authority Holder agrees that:

- a. upon completion of the Authorised Activities, expiry, 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 and wellington@doc.govt.nz
- b. A final report must be submitted within one month of its completion and contain the following:
 - i. the Authority Number 97554-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.

6. Other special conditions

6.1 Schedule 2.2 is deleted and replaced with the following:

“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 controlling authority. Any arrangements necessary for access over private land, public conservation land leased by the Grantor or public land administered by a controlling authority are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be **obtained”**.

6.2 A new clause 9.1 (c) is added to Schedule 2, to read as follows:

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

Released under the Official Information Act

SCHEDULE 4

PROTECTED WILDLIFE

Common Names	Scientific Name
North Island Robin / Toutouwai	<i>Petroica longipes</i>

Released under the Official Information Act

Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 97555-FAU

THIS AUTHORITY is made this 14th day of September 2022

PARTIES:

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

AND

Supporters of Tiritiri Matangi Incorporated (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 of the Wildlife Act 1953.

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

s9(2)(a)

SIGNED on behalf of the Grantor by Emma Kearney, Operations Manager
Auckland Inner Islands, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<ul style="list-style-type: none"> a) Activity – Catch alive and handle b) Species – Northern tuatara (<i>Sphenodon punctatus</i>) c) Method – picked up from the ground
2.	The Land (Schedule 2, clause 2)	Public Conservation Land: Tiritiri Matangi Island Scientific Reserve
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> a) s9(2)(a), and; b) Any experienced volunteers under supervision of s9(2)(a), and; c) Any qualified herpetologist
4.	Term (Schedule 2, clause 4)	10-years, commencing on and including 9 February 2022 and ending on and including 8 February 2032.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

- 5.2 The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 5.3 The Authority Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

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

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

11. What about the payment of costs?

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

12. Biosecurity

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

13. Are there any Special Conditions?

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

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

Vegetation Disturbance

1. 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.

Special Conditions for Treaty Partners

2. The Authority Holder must contact Ngāti Manuhiri to attend a cultural induction. Email: info@ngatimanuhiri.iwi.nz, main office phone number: 0508 MANUHIRI.

Standard Island Biosecurity Conditions

3. The Concessionaire must comply with and ensure its clients comply with the Department of Conservation's 'Pest-free Island Biosecurity Checklist' (attached as Appendix 1) regarding biosecurity measures, including checking footwear, clothing and gear for pests before departure from the mainland.
4. The Authority Holder shall not film on, nor depict in any filming, Kawerau Pa at Pa Point.
5. Any commercial vessels to be taken to the island must have previously been inspected by the Ranger Services (Biosecurity), or hold a Pest-free Warrant.
6. The Authority Holder must travel to Tiritiri Matangi Island on a vessel which holds a valid wharf landing permit or wharf licence if using the wharf.
7. The Authority Holder shall notify the island ranger (Tiritiri Matangi Ranger: 027 536 1067) at least one week prior to the Activity taking place, and shall comply with any directions of the ranger.
8. [If not travelling by ferry] The Authority Holder must arrive and depart Tiritiri Matangi Island outside the times the scheduled ferry service arrives and departs ie. no arrival between 10am – 11am and no departure between 3.00pm – 3.45pm.
9. [If being guided by SOTM] The Authority Holder must be guided by a Supporters of Tiritiri Matangi Incorporated guide while on the island.

Reporting

10. A report is to be submitted in writing to the DOC Operations Manager, Auckland Inner Islands, aucklandnorthhead@doc.govt.nz, every 5 years for the life of this Authority, summarising outcomes in accordance with the purpose for this activity. Each report must include:
 - a. the Authority Number [97555-FAU]; and
 - b. a summary of research findings; and
 - c. any implications for conservation managementThe Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
11. All reports are to be submitted in writing to Ngāti Manuhiri. Email: info@ngatimanuhiri.iwi.nz

12. Herpetofauna: The Authority Holder must submit completed Amphibian and Reptile Distribution System cards to the Grantor and herpetofauna@doc.govt.nz for all herpetological sightings or captures (for more information refer to <http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/reptiles-and-frogs-distribution-information/species-sightings-and-data-management/>).
13. The Authority Holder will not release any site-specific information arising from the research without first informing DOC of their intention to do so. The Authority Holder will inform the DOC Operations team at least 1 week prior to the release of information; aucklandnorthhead@doc.govt.nz.

Accidental Discovery Protocol (Areas of high archaeological value)

14. The Authority Holder must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Land:
 - a. Work must cease immediately until further notice and advice must be sought from the Grantor;
 - b. If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - c. If it is an archaeological site relating to Māori activity then the Papatipu Rūnanga must be contacted and their advice sought;
 - d. If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
 - e. If it is human remains the New Zealand Police should also be notified;
 - f. In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Authority Holder must not recommence work until permitted to do so by the Grantor.

Kauri Dieback Disease biosecurity

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



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

Authorisation Number: 97581-FAU

THIS AUTHORITY is made this 16 day of September 2022

PARTIES:

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

AND

Ecology New Zealand Limited (the Authority Holder)

BACKGROUND

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 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 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, Operations Manager acting under delegated authority
in the presence of:

s9(2)(a)

Carisse Enderwick, Community Ranger, Waikato District Office

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p><u>The activities authorised are:</u></p> <p>i. To catch alive, possess, liberate, and kill protected wildlife associated with the translocation identified in Schedule 4 for the purpose of species management (to properly reduce lizard mortality during development works).</p> <p><u>Methodology:</u> As described in the Lizard Management Plan titled '<i>Lizard Management Plan: Lakeside Development</i>' provided to the Department 18 April 2022.</p>
2.	The Land (Schedule 2, clause 2)	<p>Catch alive:</p> <p>s9(2)(a)</p> <p>Liberate:</p> <p>Taupiri Scientific Reserve</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>Others under the direct supervision of the Authorised Personnel</p>
4.	Term (Schedule 2, clause 4)	Commencing on 19 September 2022 and including and ending on and including 30 November 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Department of Conservation Hamilton Office Private Bag 3072 Hamilton 3240</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

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

2. What is being authorised?

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

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

- 5.3 The Authority Holder must not bury:

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

6. What are the liabilities?

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

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

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

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

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

8. Are there limitations on public access and closure?

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

9. When can the Authority be terminated?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

General

1. The Authority Holder shall address the effects that the Authorised Activity may have on wildlife in accordance with the measures set out in the *Lizard Management Plan; Lakeside Development prepared for Lakeside Developments 1017 Limited dated 12 April 2022 ("the Lizard Management Plan")*. As such, the Authority Holder will not undertake the activities authorised in this Authority until it is certain that it will implement the full suite of effects management measures specified in the Lizard Management Plan.
2. The provisions of the Lizard Management Plan form a part of this Authority and the Authority Holder will undertake the Authorised Activity, including the methodologies, in accordance with the Lizard Management Plan unless otherwise required in this Authority.
3. The Authority Holder shall immediately notify the Grantor and Waikato Operations Manager(s) if it encounters wildlife that are not covered by this Authority and seek to obtain further authority under the Act, as required. The Authority Holder will cover all costs associated with or connected to the Authorised Activity.

Catch Alive and Liberate

4. The Authority Holder may catch alive and liberate the protected wildlife identified in Schedule 4 of this Authority, provided that such liberation occurs at Taupiri Scientific Reserve.
5. The Authority Holder is to ensure all salvaged lizards are released into the pens within the Taupiri Scientific Reserve following consultation with Senior Community Ranger Andrew Styche via email: astyche@doc.govt.nz
6. Refugia (eco-stacks) are to be placed with the pens at Taupiri Scientific Reserve. A maximum of 5 lizards are to be relocated to each refugia (eco-stack).
7. Ownership of Protected Wildlife
8. 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.
9. The Authority Holder may possess protected wildlife in accordance with the terms and conditions of this Authorisation.
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 collected or otherwise obtained under this Authority.

Death of Protected Wildlife Associated with Activities Covered by the Authority

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

Injured Protected Wildlife and Euthanasia

12. If any protected wildlife are injured as part of the Authorised Activity or in the course of undertaking activities associated with the Project, the Authority Holder shall contact Authorised Personnel listed under Schedule 1(3) to get advice on management of the protected wildlife, including how to best address the injury.
13. The Authority Holder will take all reasonable steps to rehabilitate protected wildlife, in line with the advice of a suitably qualified person.
14. The Authority Holder is authorised to appoint a qualified veterinarian to euthanize injured animal(s) on the recommendation of the suitably qualified person.
15. **The Authority Holder shall notify the Department of Conservation's** Waikato Operations Manager(s) within 12 hours of euthanizing protected wildlife. The notification will include details of the species of wildlife euthanized and personnel involved in the euthanization of the wildlife.

Lizard capture and handling

16. Lizards must only be handled by Authorised Personnel, **s9(2)(a)**, or under the direct supervision of the Authorised Personnel.
17. Capture and handling methods shall follow those described in the inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring>.
18. For the avoidance of doubt, this Authority does not permit the Authority Holder to hold wildlife in captivity. All such wildlife must be liberated without delay following capture, in accordance with the conditions of this authority.
19. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All equipment should be thoroughly cleaned and dried between sites.

20. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and placed out of direct sunlight to minimise the risk of overheating, stress and death as advised and supervised by a suitably qualified herpetologist approved by the Grantor.
21. 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.
22. Capture and handling of lizards must involve only techniques that avoid or minimise the risk of infection or injury to the animal.
23. 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.
24. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.

Lizard Salvage Monitoring and Reporting

25. Monitoring shall occur in terms of section 2.4 of the Lizard Management Plan if 20 (twenty) or more lizards are salvaged.
26. A report is to be submitted in writing to waikato@doc.govt.nz titled **“Attention: community ranger”** and to permissionshamilton@doc.govt.nz citing permission number 97581-FAU, by 30 June each year for the duration 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 any injuries and/or deaths; and
 - b. the GPS location (and/or a detailed map) of the collection point(s) and release point(s); and
 - c. results of all surveys, monitoring or research; and
 - d. a 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.
27. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.

SCHEDULE 4

	Common name	Scientific name
1	Copper skink	<i>Oligosoma aeneum</i>

Released under the Official Information Act

SCHEDULE 5

Permissions Advisor to arrange - Attach Lizard Management Plan titled 'Lizard Management Plan: Lakeside Development' provided to the Department 18 April 2022.

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 97587-CAP

THIS AUTHORITY is made 26th day November of 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">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a) [REDACTED] [REDACTED]
3.	Term (Schedule 2, clause 4)	Commencing on and including 26 th November 2021 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	The Authority Holders’ address in New Zealand is: [REDACTED] s9(2)(a) [REDACTED]

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

Released under the Official Information Act

SCHEDULE 2

TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

Released under the Official Information Act



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

Authorisation Number: 97599-FAU

THIS AUTHORITY is made this 16th day of May 2022

PARTIES:

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

AND

s9(2)(a) the Authority Holder)

BACKGROUND

- A. 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 or the Administering Body of the Reserve.
- 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 pursuant to section 53 of the Wildlife Act 1953 and section 50 of the Reserves Act 1977 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 Jack Mace
Director Operations, Lower North Island Region
acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Hayden Barrett

Witness Occupation: Acting Operations Manager, Wairarapa

Witness Address: Masterton, Wairarapa

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"> a. to catch alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of surveying species distribution b. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority c. to take the specified fauna listed under Schedule 4 of this Authority in: <ul style="list-style-type: none"> i. a scenic reserve ii. a nature reserve iii. a scientific reserve iv. a government purpose reserve d. to use trap like objects in: <ul style="list-style-type: none"> i. a scenic reserve ii. a nature reserve iii. a scientific reserve iv. a government purpose reserve e. to hunt in a conservation area to carry out one or more of the following activities: <ul style="list-style-type: none"> i. molest in a conservation area the animals listed under Schedule 4 ii. trap in a conservation area the animals listed under Schedule 4 iii. capture in a conservation area the animals listed under Schedule 4 iv. enter a conservation area with a trap v. set a trap on a conservation area <p>2. Quantity – as required</p> <p>3. Method</p> <ul style="list-style-type: none"> a. artificial covered objects b. Pitfall traps
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Public Conservation Land</p> <ul style="list-style-type: none"> 1. Carter Scenic Reserve 2. Kapiti Island Nature Reserve 3. Turakirae Head Scientific Reserve 4. Kiriipiti Scientific Reserve 5. Waiohine Faulted Terraces Scientific Reserve 6. Pahaoa Scientific Reserve 7. Mana Island Scientific Reserve 8. Pukerua Bay Scientific Reserve

		<p>9. Waikanae Scientific Reserve</p> <p>10. Red Rocks Scientific Reserve</p> <p>11. Sinclair Head Scientific Reserve</p> <p>12. Taita Scientific Reserve</p> <p>13. Matthews & Boggy Pond Wildlife Reserve</p> <p>14. Ruamahanga Cutoff Wildlife Reserve</p> <p>15. Turner Wildlife Reserve</p> <p>16. Turners Lagoon Wildlife Reserve</p> <p>17. Pukaha/Mount Bruce National Wildlife Centre Reserve</p> <p>18. Horokiri Wildlife Reserve</p> <p>19. MacKays Crossing Wildlife Reserve</p> <p>20. Lake Kohangatera Wildlife Reserve</p> <p>21. Pauatahanui Wildlife Reserve</p> <p>22. Rocky Hills Sanctuary Area</p> <p>b. Other land –</p> <ol style="list-style-type: none"> private land in the Greater Wellington Region subject to Schedule 2.2 and Schedule 3.4 land administered by a Territorial Authority in the Greater Wellington Region subject to Schedule 2.2 and Schedule 3.4
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>3. Angus Hulme-Moir</p> <p>4. s9(2)(a)</p> <p>5. Lynn Adams</p> <p>6. s9(2)(a)</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 16 May 2022 and ending on and including 15 May 2032
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4, 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 on the Land described in Schedule 1, Item 2.

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

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

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

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

2.6 The Authority Holder may publish authorised research results.

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

3. Who is authorised?

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

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

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

5. What are the obligations to protect the environment?

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

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

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

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive and liberate absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority holder may catch alive and liberate the wildlife on all land under Schedule 1.2.a.1-22
4. The Authority holder may catch alive and liberate the wildlife on the land under Schedule 1.2.b.1-2 subject to land-owner consent.
5. The Authority Holder is only authorised to check artificial covered objects on the land under Schedule 1.2.a.1-22.
6. All lizards must be liberated at the point of capture.
7. If any Threatened or At-Risk 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 whilst undertaking the Authorised activities, the Authority Holder must:
 - a. inform the Grantor (wellington@doc.govt.nz) within 24 hours; and,
 - b. if required by the Grantor, cease the Authorised activities for a period determined by the Grantor
8. Capture and handling methods must follow those detailed in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/ourwork/biodiversity-inventory-and-monitoring/herpetofauna/>.
9. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
10. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
11. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear must be thoroughly cleaned and dried between sites.
12. The Authority Holder must ensure lizards are held temporarily in a breathable cloth bag and held out of direct sunlight to minimise the risk of overheating, stress and death.
13. The Authority Holder must provide an annual report to the Grantor. This report must be electronically forwarded to the Grantor at wellington@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 97599-FAU. This report must be submitted by the 31 July detailing the period ending 30 June. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua.

14. Upon the completion of the Authorised Activities or the expiry or termination of this Authority, whichever comes first, the Authority Holder must, by 31 July of that or if after that date, 31 July of the following year, forward a final report to the Grantor. This report shall contain the following:

- a. any implications to conservation management

15. The final report referred to at Schedule 3.16 must be forwarded electronically to the Grantor at wellington@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 97599-FAU. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.

16. A new clause 5.1.1 is added to Schedule 2, to read as follows:

“The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity on any land under Schedule 1.2.a.1-22 when undertaking the Authorised Activities”.

17. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public on the land under Schedule 1.2.a.1-22.

18. Whilst exercising this Authority on the land under Schedule 1.2.a.1-22, the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.

19. If approached by members of the public whilst exercising this Authority on the land under Schedule 1.2.a.1-22, the Authority Holder must provide an explanation of why the Authorised Activity is taking place.

20. The Authority Holder must remove all artificial covered objects from the land under Schedule 1.2.a.1-22:

- a. on the day the Authority is surrendered or terminated; or,
- b. at the latest, on the day this Authority expires

21. If the Authority Holder wishes to use pitfall traps on any of the land under Schedule 1.2.a.1-22, the Authority Holder must:

- a. email the Department of Conservation, Kapiti/Wellington District Office (wellington@doc.govt.nz) with a request use pitfall traps
- b. cite Authority number 97599-FAU in the correspondence under clause 3.21.a
- c. provide the Grantor with the name of the land, its status, locations of all archaeological sites and/or historic resources on the land known to the Authority Holder and the locations on the land where the Authority Holder intends to use pitfall traps

22. The Grantor will consider the request made under clause 3.21.a and provide the Authority Holder with a determination on the request in writing. The Grantor gives no guarantee that authorisation to use pitfall traps will be granted.

23. If written permission is granted under clause 3.22, the Authority Holder must remove all pitfall traps from the land under Schedule 1.2.a.1-22 and refill the hole with earth:
 - a. when use is no longer required; or,
 - b. on the day the Authority is surrendered or terminated; or,
 - c. at the latest, on the day this Authority expires
24. Whilst exercising this Authority, the Authority Holder must take all reasonable care to avoid any archaeological values on the Land, including but not limited to, historic sites and protected New Zealand objects.
25. If any archaeological sites or other features with heritage values are found whilst exercising this Authority:
 - a. the Authorised Activities must cease immediately
 - b. the Authority Holder must immediately notify the Department of Conservation Kapiti/Wellington District Office (04-470-8412)
 - c. directions must be sought from the Grantor on how to proceed when making such notification under clause 25.b
 - d. the Authority Holder must not recommence any Authorised Activities until permitted to do so by the Grantor
26. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

SCHEDULE 4

Common name	Scientific name
1. Macgregor's skink	<i>Oligosoma macgregori</i>
2. Kupe skink	<i>Oligosoma</i> aff. <i>infrapunctatum</i> "Southern North Island"
3. Newman's speckled skink	<i>Oligosoma newmani</i>
4. Whitaker's skink	<i>Oligosoma whitakeri</i>
5. Copper skink	<i>Oligosoma aeneum</i>
6. Northern spotted skink	<i>Oligosoma kokowai</i>
7. ornate skink	<i>Oligosoma ornatum</i>
8. Northern grass skink	<i>Oligosoma polychroma</i>
9. Glossy brown skink	<i>Oligosoma zealandicum</i>
10. Pacific gecko	<i>Dactylocnemis pacificus</i>
11. Duvaucels's gecko	<i>Hoplodactylus duvaucelli</i> "southern"
12. Goldstripe gecko	<i>Woodworthia chrysosiretica</i>
13. Ngahere gecko	<i>Mokopirirakau</i> 'southern North Island'
14. Barking gecko	<i>Naultinus punctatus</i>
15. Raukawa gecko	<i>Woodworthia maculata</i>
16. Minimac gecko	<i>Woodworthia</i> 'Marlborough mini'

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