

T 1877

Ref: PRF 0008



CONSERVATION

¹⁴
7 February 1990

To all those on the attached
list.

The Manager
Auckland International Airport Ltd
P.O. Box 73-020
AUCKLAND

Dear Sir/Madam,

AUTHORITY TO DISTURB OR KILL PROTECTED BIRDS AT AIRPORTS

Please find enclosed a long term authority to disturb or kill protected birds at airports. This authority replaces the temporary one issued to you on 24 August 1989.

With respect to condition 5, which refers to unusual birds we recommend that you contact your local Conservancy office of the Department of Conservation, and seek their advice where you are unsure of the identification of any birds or to find out what is considered unusual in your local area. A list of Conservancy office addresses is attached.

A departmental officer from the local Conservancy office in your area will contact you in the future. This person will act as a direct liaison point for yourself and the department.

If you have any queries with respect to the above please contact the writer.

Yours sincerely

Pam Cromarty
for Director-General of Conservation



Original
Permit.

CONSERVATION
AUTHORITY TO DISTURB OR KILL PROT.

TS

PURSUANT To Section 54 of the Wildlife Act 1953:

The Manager
Auckland International Airport Ltd
P.O. Box 73-020
AUCKLAND

To all those on the
attached address list

or any person acting under the licensee's instruction on delegation is hereby authorised to disturb and kill any protected bird species within the boundaries of the airport at Auckland for the purpose of reducing bird hazard to aircraft subject to the following conditions:

1. Alternative methods of disturbing the birds must be tried prior to a decision being made to kill birds.
2. The birds are not to be killed unless it is essential to ensure safe operation of aircraft.
3. Only the minimum number required to ensure safe operation of aircraft may be killed.
4. No chemicals are to be used to kill birds.
5. Any unusual birds killed under this authority are to be labelled, showing the date killed and location, and are to be kept chilled. The local Department of Conservation Office shall be notified for further action.
6. All birds are to be carefully checked for leg-bands. Any band which is found shall be sent to the Banding Officer, Department of Conservation, PO Box 10-420, Wellington, with details of when and where the bird was killed.
7. By 30 September each year a report is to be forwarded to the Regional Conservator at the nearest Conservancy Office showing the following details for the year ended 31 August:
 - (a) The number of times this authority was actioned.
 - (b) For each time the authority was actioned, the methods used to disturb and kill birds.
 - (c) For each time the authority was actioned, the number and species of birds killed.

This Authority may be revoked or its conditions altered at any time.

Dated at Wellington this 7th day of February 1990.

Director, Protected Species
or Director-General of Conservation

Permit



24 February 1994

**AMENDMENT TO AUTHORITY TO DISTURB AND KILL
PROTECTED BIRDS AT AIRPORT**

Pursuant to Section 54 of the Wildlife Act 1953:

The Manager
Auckland International Airport Ltd
PO Box 73020
AUCKLAND

or any person acting under the licence's instruction is hereby authorised to use Alpha-chloralose for the purpose of reducing bird hazard to aircraft subject to the following conditions.

1. This authority is only valid when used in conjunction with the existing Authority to Disturb and Kill protected Birds at the Airport issued on 7 February 1990.
2. All alternative control methods have been attempted and proved ineffective.
3. A licensed operator must supervise the application of Alpha-Chloralose in concentrations greater than 2-5%.
4. Control shall only be undertaken within the boundaries of the Airport at Auckland.
5. The operator must notify and obtain authorisation for each application from the Department of Conservation, Private Bag 68908, Newton, Auckland.

Unless sooner revoked or varied this authority is valid for one (1) year from date of issue.

Dated at Auckland this 24th day of February 1994.

G H Campbell
REGIONAL CONSERVATOR



CONSERVATION
TE PAPA ATAWHAI

24 February 1994

s9(2)(a)

Facilities Maintenance Manager
PO Box 73020
Auckland International Airport
AUCKLAND

Dear s9(2)(a)

Please find enclosed an amendment to the Airport's existing Authority to Disturb and Kill Protected birds at the Airport.

We do have some concerns about the use of this method of control which we would like you to note.

1. The use of baits may act as a draw to some species (e.g., gulls) and in effect worsen the potential of bird strike during the operation.
2. Unlike previously approved methods, the Alpha-chloralose does not have immediate action. It is likely that ailing poisoned birds such as myna's, starlings and gulls will leave the airport grounds, returning to roost and nesting sites.

Therefore there is a high probability of members of the public encountering dying and distressed animals during the periods of these operations. The public relations elements of this should be carefully considered.

Due to these potential problems the Department advises that all other methods of control be exhausted before the use of Alpha-chloralose is considered. Permission must also be obtained from the Department prior to each application. Please continue to liaise with Bill McLeod in the first instance or myself.

Yours sincerely

Shaarina Boyd
Conservation Officer (Species Protection)
for Regional Conservator



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 48405-FAU

THIS AUTHORITY is made this 23rd day of June 2016

PARTIES:

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

s9(2)(a)

BACKGROUND:

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under section 53 (2) & (5) subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor
by Nicholas Turoa, Acting Operations Manager
Mahurangi/Warkworth Office
acting under delegated authority
in the presence of:

Witness Signature

Witness Name: Michelle Jenkinson

Witness Occupation: Community Ranger

Witness Address: s9(2)(a)

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity – to obtain alive and liberate Ring Necked Pheasants (<i>Phasianus colchicus</i>) for the purpose of species management</p> <p>b. Quantity - 500 pheasants may be released annually for the duration of this Authority</p> <p>c. Method - all birds shall be received by way of transfer from New Zealand Gamebirds Limited</p>
2.	The Land (Schedule 2, clause 2)	All wildlife under this Authority Holder shall be held and released s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) and s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 23 June 2016 and ending on and including 22 June 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>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>Level 4 73 Rostrevor Street Hamilton 3240</p> <p>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. All birds are to be held in purpose built aviaries on the property at Schedule 1, 1, 2.
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 Auckland/Waikato Regional Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvements to the enclosures referred to in special condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
6. The birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
7. All birds shall be banded with appropriate leg bands or wing tags prior to release.
8. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Regional Fish and Game Council. This report shall be sent electronically to the Grantor to permissionshamilton@doc.govt.nz citing Authority number 48405-FAU. This report shall be submitted by the 31st of July detailing the period ending 30 June;
 - (a) the number of birds held
 - (b) the number of birds released
9. The Grantor may review at any time conditions pertaining to the this authority to align these conditions with any guidelines or codes of practice developed by the New Zealand Fish and Game Council for the management of Game Preserves operating within New Zealand.
10. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that the birds are free of avian diseases prior to the birds being released.
13. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".



Wildlife Act Authority for wildlife not located on public conservation land

Authorisation Number: **63550-FAU**

THIS AUTHORITY is made this 12th day of January 2018

PARTIES:

The Director-General of Conservation (the Grantor)

AND

s9(2)(a)

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 on the 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 the Wildlife Act 1953, and the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

Andrew Baucke, Director, Operations, Auckland Region

acting under delegated authority, in the presence of:

Witness Signature: _____

Witness Name: Rebecca Rush

Witness Occupation: Ranger. Community

Witness Address: s9(2)(a)

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Obtain mallard duck which have been, injured, orphaned or found in damaged nests</p> <p>Obtain and raise from damaged nests, mallard ducks, Australasian shoveler, and grey teal (<i>Anas gracilis</i>)</p> <p>Hatch and raise from dump nests, the chicks of grey teal</p> <p>Obtain from all other situations where Authority Holder considers a nest to be in jeopardy; for holding, hatching, release or to transfer to others; the eggs and birds of mallard duck, grey duck, Australasian shoveler, grey teal, ring neck pheasant, red legged partridge, bobwhite quail, California quail and brown quail</p> <p>Raise for release pheasant, red-legged partridge (<i>Alectoris rufa rufa</i>) and bobwhite quail (<i>Colinus virginianus</i>), brown quail (<i>Coturnix ypsilophora</i>) and California quail (<i>Callipepla californica</i>).</p> <p>Undertake nest box management for grey teal.</p> <p><u>Quantities:</u> Unspecified. Dictated by circumstances</p> <p>Accidentally kill any of the above, while they are in confinement.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Throughout the <u>Grantor's</u> Auckland and Waikato Districts (acquisition)</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Any other suitably trained and experienced persons supervised by s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 15 January 2018 and ending on and including 14 January 2028.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a) Mobile: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Hamilton Shared Services</p>

		73 Rostrevor Street Hamilton 3204 Phone: 07 858 1000 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. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on other properties.
2. A legal description and map of the property on which release of the partridges and pheasants will take place, will be provided to the local office of the Fish and Game Council for incorporation into the annual game gazette.
3. The birds are to be held in purpose built enclosures on the property at s9(2)(a)
4. 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 Auckland/Waikato Region Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvements to the enclosures referred to in special condition 4 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
6. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
7. All birds shall be marked/tagged, prior to release (see below)
8. All tagging schedules shall be submitted to Auckland/Waikato Fish and Game within one week of tagging the birds.
9. All birds shall be released with unclipped wings.
10. 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.
11. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
12. The Authority Holder must maintain good written records of all activities authorised under this Authority; subdivided into different species, and listing where all eggs or birds were obtained, time held by Authority Holder, when/where released, personnel involved, and degree of trapping and/or pest control being undertaken at the release sites. These records must be provided to the grantor, and to Auckland/Waikato Fish and Game, on request.
13. No birds may be released in a Game Farm Environment. All releases must be done by an experienced handler of waterfowl and other game birds (nominated by the Authority Holder); where the Authority holder is unable to release them himself.
14. The Grantor's preference is for all birds to be released only at sites where active trapping of mammalian pests and predators is taking place.
15. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation. The Authority may be revoked or amended if animal

welfare/disease or other issues which could impact on wild populations; should arise. The Grantor may delegate the assessment of these issues to 'Fish and Game' staff, but retains the sole right to revoke or to amend the authority.

16. The Authority Holder shall ensure that the birds are free of avian diseases prior to the birds being released.
17. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("the Bird Banding Manual").
18. Only metal bird bands supplied by the New Zealand National Bird Banding Scheme are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
20. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
23. 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.
24. The Authority Holder s9(2)(a) who is certified 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.
25. 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".



Authority under Wildlife Act 1953 - Disturbing or killing protected wildlife at airports

Authorisation Number: 67991-FAU

THIS AUTHORITY is made this 26th day of July 2018

PARTIES:

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

AND

Aerodrome IT Systems 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 to disturb and kill protected wildlife under Section 54 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by Kirsty Prior, Operations Manager acting under delegated authority

in the presence of:

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Disturb and kill any bird species protected under the Wildlife Act 1953 (referred to hereafter as "birds") for the purpose of reducing bird hazard to aircraft.
2.	The Land (Schedule 2, clause 2)	Within the boundaries of West Auckland Airport, Parakai aerodrome at GPS co-ordinates X: 1,675,062 Y: 5,496,442
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	All employees, contractors or, agents undertaking the Authorised Activity under the Authority Holder's instructions.
4.	Term (Schedule 2, clause 4)	Commencing on and including 20 July 2018 and ending on and including 19 July 2028
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: 76 Green Road RD1 Helensville Parakai 0874 Email s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Hamilton Permissions Team Level 4 73 Rostrevor Street Hamilton 3204 Email: permissionshamilton@doc.govt.nz

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

2. Interpretation

- 2.1 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.
- 2.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

3. What is being authorised?

- 3.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 3.2 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife disturbed or killed under this authority.
- 3.3 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, from any wildlife killed under this authority.

4. Who is authorised?

- 4.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity.

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, 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 This Authority may be revoked or varied by the Grantor at any time.

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

SCHEDULE 3

SPECIAL CONDITIONS OF THE AUTHORITY

1. Hierarchy of control

1.1 The Authority Holder is authorised to:

- a) Use all Phases in the Hierarchy of control, as set out in Appendix 2, within a zone 0-3 km from the Aerodrome with landowner consent.
- b) Use monitoring, passive and active phases in the Hierarchy of control, as set out in Appendix 2, for protected wildlife, with landowner consent in the 3-13 km zone from the Aerodrome.
- c) Specific authorisation to undertake lethal control in the 3-13km zone, with landowner consent, can be applied for on a case by case basis to the Operations Manager, Auckland, to manage the bird hazard at and around West Auckland Airport Parakai.

1.2 The Authority Holder and the Grantor will review the activity authorised under this consent after one year to ensure that it is practical and whether any amendments are recommended.

1.3 Only the minimum number of birds may be killed in order to ensure safe operation of aircraft.

2. Chemical use

2.1 The only chemical to be used to kill birds is Alphachloralose. Alphachloralose must only be used for the species for which it is registered. When Alphachloralose is used to control species for which it is registered, the Authority Holder will capture any absolutely protected wildlife that have been affected as 'bycatch' and provide adequate care to minimise any risk of mortality to that wildlife.

3. Records

3.1 All birds killed must be carefully checked for leg bands. Any band found must be removed from the bird and sent to the Banding Officer, Department of Conservation, PO Box 10420, Wellington, with details of when and where the bird was killed.

3.2 Records must be kept and be made available to DOC or the Civil Aviation Authority on request, of the number and species of protected birds killed each year, including the date on which each bird was killed.

3.3 The Authority Holder will develop and maintain a Standard Operating Document which will enable their staff and contractors to accurately identify species of birds both to guide planning of lethal control and to be able to accurately report after any operation. The Standard Operating Document shall be submitted to the Operations Manager, Auckland Office electronically to kprior@doc.govt.nz and permissionshamilton@doc.govt.nz within 90 days of the authority being granted.

4. Unidentified birds

- 4.1 Notwithstanding clause 2.3 in Schedule 2, when the Authority Holder discovers a dead body of wildlife, or parts thereof, within the Land, that it is unable to identify, the Authority Holder may send the wildlife to third parties to allow DNA testing to enable species to be identified.
- 4.2 If a killed bird cannot be identified, the airport authority should take a picture of it, and email the picture to auckland@doc.govt.nz who will advise what the species is, citing Authority number 67991-FAU. The bird must then be recorded in the airport authority's records as normal.
- 4.3 The Authority Holder must immediately inform DOC Permissions Team Leader, Hamilton (ph 027 200 9648, or email permissionshamilton@doc.govt.nz) whenever a bird of a species on the List of Notifiable Birds, attached to this Authorisation as Appendix 1, is killed. The bird should be put inside two plastic bags (double-bagged), which is to be labelled with the date/time of the death (or as close as known), the location where the bird was killed, the weather conditions at the time, the method used to kill the bird and any other relevant comment, and put into a freezer until DOC advises what should be done with it.
- 4.4 Any of the following birds shall be separated from other birds, frozen, have a label attached to one leg, with the date, locations, time and method of destruction written on it:
 - a) NZ falcon
 - b) Harrier
 - c) Any gulls (except black-backed gull)
 - d) Any birds of unknown species
 - e) Any bird with a leg band

These birds shall be delivered to the Auckland District Office by the 1st of each month.

- 4.5 All birds destroyed that are not listed as Notifiable Birds in Appendix 1, shall be frozen and delivered to the Auckland District Office, at a time agreed upon with the Operations Manager, Auckland.
- 4.5 The Authority Holder and personnel listed in Schedule 1, Clause 3 of this Authority, must comply with all reasonable directions and instructions by the Grantor concerning the correct identification of Notifiable Bird species listed in Appendix 1.

5. Killing Notifiable Birds

- 6.1 The Authority Holder must immediately inform the Auckland District Office, Auckland (tel 09 307 9279 or email auckland@doc.govt.nz) and the permissions team, Hamilton (permissionshamilton@doc.govt.nz) whenever a bird of a species on the List of Notifiable Birds, attached to this Authorisation as Appendix 1, is killed. The bird should be put inside two plastic bags (double-bagged), which is to be labelled with the date/time of the death (or as close as known), the location where the bird was killed, the weather conditions at the time, and any other relevant comment, and put into a freezer until DOC advises what should be done with it.

NOTE: If a killed bird cannot be identified, the airport authority should take a picture of it, and email the picture to the Auckland District Office, Auckland (tel 09 307 9279 or email auckland@doc.govt.nz) and the permissions team

(permissionshamilton@doc.govt.nz) who will advise what the species is. The bird must then be recorded in the airport authority's records as normal.

NOTE: At the time of issuing this Authority there are no toxins registered for use against absolutely protected birds. If in future a toxin is registered for such use then the Authority Holder must apply for a variation to this Authority before using any such toxin.

6. Termination

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

Appendix 1: Notifiable birds

The list below includes only threatened protected birds that could be at risk of being killed at airports and which DOC would like to know about if they are killed. There are many more threatened species not included on the list that are unlikely to turn up at airports. DOC needs to be told about such birds. Inform DOC Permissions Team Leader, Hamilton (ph 027 200 9648, or email permissionshamilton@doc.govt.nz) or auckland@doc.co.nz.

List of Notifiable Birds

Common name	Scientific name	Threat Status (as at September 2015)
White heron	<i>Ardea modesta</i>	Nationally Critical
Southern NZ dotterel	<i>Charadrius obscurus obscurus</i>	"
Black stilt	<i>Himantopus novaezelandiae</i>	"
Black-billed gull	<i>Larus bulleri</i>	"
NZ fairy tern	<i>Sternula nereis davisae</i>	"
NZ shore plover	<i>Thinornis novaeseelandiae</i>	"
Bittern	<i>Botaurus poiciloptilus</i>	Nationally Endangered
Black-fronted tern	<i>Chlidonias albostratus</i>	"
Orange-fronted parakeet	<i>Cyanoramphus malherbi</i>	"
Reef heron	<i>Egretta sacra sacra</i>	"
King shag	<i>Leucocarbo carunculatus</i>	"
Kea	<i>Nestor notabilis</i>	"
Wrybill	<i>Anarhynchus frontalis</i>	Nationally Vulnerable
Lesser knot	<i>Calidris canutus rogersi</i>	"
Northern NZ dotterel	<i>Charadrius obscurus aquilonius</i>	"
NZ falcon	<i>Falco novaeseelandiae</i>	"
Caspian tern	<i>Hydroprogne caspia</i>	"
Blue duck, whio	<i>Hymenodaimus malacorhynchos</i>	"
Stewart Island shag	<i>Leucocarbo chalconotus</i>	"
Yellowhead (mohua)	<i>Mohoua ochrocephala</i>	"
Kaka	<i>Nestor meridionalis</i>	"
Southern crested grebe	<i>Podiceps cristatus australis</i>	"
NZ dabchick	<i>Poliiocephalus rufopectus</i>	"



Appendix 2: Hierarchy of control for managing bird hazard at West Auckland Airport Parakai

Hierarchy of control for managing bird hazard at West Auckland Airport Parakai

Phase	Standards	Actions
Monitoring	To monitor the species, habitats and patterns of behaviour by birds within aerodrome boundary and wider 'safe zone', which have the potential to endanger the safe operation of aircraft.	<ul style="list-style-type: none"> Engagement with landowners to reduce wildlife attractants. Monitoring of the seasonal wildlife activity in habitats around the airport to enable proactive, passive and active management to occur before site fidelity is established.
	To monitor habitats to identify high risk habitats for management.	Undertake monitoring to identify hazardous areas.
Passive	To reduce attractiveness of the airport to birds.	Habitat and land management for airport land which reduces the attractiveness of the area to wildlife, including but not limited to: <ul style="list-style-type: none"> Grass management Buildings & structures (e.g. to eliminate perches, shelters, crevices, and holes that can be used by birds) Standing water & ponding issues Control of invertebrates
	To remove perches or sites to reduce their attractiveness to birds as congregation sites from around the Airport	Negotiate with adjoining landowners to investigate removal of trees and/or shelter belts which may be increasing the wildlife hazard risk.
	To remove areas of surface and standing water.	Modify or eliminate physical features that hold standing water, by draining and backfilling pits or depressions that regularly collect water after rain.
Active	To disturb birds so that site fidelity is not established. In particular to prevent the establishment of nests.	Use of pyrotechnics, gas guns (noise only), suspended models of predatory birds and vehicle patrols to maintain a regular pressure on any birds present to modify their behaviour.
	Maintain activity so that management actions are reinforced.	An irregular pattern of management needs to be established so any birds are not habituated to dispersal/harassment methods.
	Review effectiveness regularly.	Develop an effective trend analysis and reporting strategy so that management effectiveness is able to be assessed.
	Report on instances of active management of notifiable birds to DOC as they occur.	Apply Schedule 3 clause 7 to correctly identify wildlife species and develop a reporting method that is efficient.
Lethal	<ul style="list-style-type: none"> To reinforce effectiveness of active control with lethal control where non-lethal control is not effective or to remove immediate and serious hazards. Report on instances of lethal management of black-billed gulls to DOC as they occur. 	To undertake lethal control of birds where necessary to remove immediate and significant hazards.

Released under the Official Information Act

Authorisation Number: 67991-FAU



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78062-FAU

THIS AUTHORITY is made this 29th day of August 2019

PARTIES:

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

AND

§9(2)(a) (the Authority Holder)

BACKGROUND:

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (Taking or Killing of Wildlife for Certain Purposes) subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by Kirsty Prior – Operations Manager (Tāmaki/Auckland Mainland) acting under delegated authority

in the presence of:

Witness Signature

Witness Name: Rebecca Rush

Witness Occupation: Senior Ranger/Supervisor, Community

Witness Address: 24 Wellesley Street, Auckland

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)	Authorisation to release up to ten red-necked pheasants annually for species augmentation (augment the wild population)
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 26 August 2019 and ending on and including 25 August 2029
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton 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 Authority Holder must ensure that the birds are banded - all captive released game birds are banded in accordance with the requirements of the New Zealand National Bird Banding Scheme:
 - a) All banding must be done in accordance with the standards of Best Practice outlined in the NZNBBS Bander's Manual
 - b) Only metal bands issued by the NZNBBS are to be used
 - c) The bands are to be fitted by a certified bander (assessed as competent)
 - d) All data is to be submitted to the Banding Office: bandingoffice@doc.govt.nz.
2. The Authority Holder must ensure that birds are housed in appropriate and hygienic conditions, including a good water supply and feeding stations is essential. This includes catering for their full dietary and space requirements over the period they are held.
3. The Grantor's Auckland Operations Manager may review at any time conditions pertaining to the release of pheasants and partridges on the property to align these conditions with any guidelines or codes of practice developed by the New Zealand Fish and Game Council for the management of Game Preserves operating within New Zealand.
4. 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 Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvement to the enclosures as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
6. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
7. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Auckland/Waikato Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
8. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 78062-FAU. This report shall be submitted detailing the period ending 31 August each year;
 - (a) The number of birds held
 - (b) The number of progeny reared

(c) The number of birds released

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 the birds are free of avian diseases prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
“Or for any other reason the Grantor may decide”.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 91215-FAU

THIS AUTHORITY is made this 19th day of April 2021

PARTIES:

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

AND

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

BACKGROUND:

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

OPERATIVE PARTS

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

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

in the presence of:

Witness Signature

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, Hamilton 3204

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>Activity – a. to obtain alive and have in possession species declared to be game under the Wildlife Act 1953 listed in Schedule 1.1.b.</p> <p>Species – b. Ring Necked Pheasant (<i>Phasianus colchicus</i>) and California Quail (<i>Callipepla californica</i>).</p> <p>Quantity – c. two California Quail and two Ring Necked Pheasants.</p> <p>Method – d. to hold birds in captivity subject to Schedule 3.</p>
2.	The Land (Schedule 2, clause 2)	a. s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 19 April 2021 and ending on and including 18 April 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>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held only on the property listed as per Schedule 1(2)(a).
3. The birds are not to be released except with an authorisation issued by the Department of Conservation that allows for the release of the birds.
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(6) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
6. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held. This includes ensuring the birds have adequate shelter from sun and wet weather.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
8. The Authority Holder shall not breed, hatch, rear or have in possession any other wildlife other than what has been authorised in this Authorisation at Schedule 1.1. If the Authority Holder wishes to do this, they must apply to and be issued with a separate authorisation by the Department of Conservation.
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder must ensure that all birds are free of avian disease.
11. No birds shall be used as a means to develop or support commercial activities or for any pecuniary gain.
12. A new sub clause is added at Schedule 2 7.1 which reads:
“(c) or for any other purpose the Grantor decides”.
13. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

SCHEDULE 4

GUIDANCE

1. It is recommended that the Authority Holder arrange a Predator control system as part of the management regime of holding birds to reduce rats and mustelids from attacking and killing birds.
2. It is possible for cock pheasants to kill other birds in the pens due to fighting therefore there must be sufficient room and cover in the pens that allow the birds to perch, hide and take cover. Disease is always a threat to any birds who live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: **91575-FAU**

THIS AUTHORITY is made this 27th day of April 2021

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

SIGNED on behalf of the Grantor by

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

acting under delegated authority in the presence of:

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation
Bledisloe House
24 Wellesley Street West
Auckland 1010

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

SCHEDULE 1

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

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

15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
“Or for any other reason the Grantor may decide”.
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
20. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
23. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
24. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
25. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: **91576-FAU**

THIS AUTHORITY is made this 27th day of April 2021

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

SIGNED on behalf of the Grantor by

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

acting under delegated authority in the presence of:

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation
Bledisloe House
24 Wellesley Street West
Auckland 1010

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

SCHEDULE 1

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

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

15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
“Or for any other reason the Grantor may decide”.
16. All released birds must be banded before their release. Banding of captive-reared gamebirds released into the wild must be done according to all of the following conditions.
17. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
18. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
19. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
20. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
21. If a band is taken off a bird for any reason, it must NOT be used on another bird.
22. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
23. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
24. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
25. Any person assisting in the activity must be supervised and managed by the Authority Holder at all times and do so in accordance with the Schedule 3 special conditions and Schedule 4 guidelines within this authorisation. The Authority holder takes full responsibility of others carrying out the activity under their supervision.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 94808-FAU

THIS AUTHORITY is made this 22nd day of September 2021

PARTIES:

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

AND

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

BACKGROUND

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

OPERATIVE PARTS

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

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

in the presence of:

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 and biodiversity purposes</p> <p>(b) Species:</p> <ul style="list-style-type: none"> i. Ring necked pheasant (<i>Pheasianus colchius</i>) ii. Red legged partridge (<i>Alectoris rufa</i>) <p>(c) Quantity – release 20 of each species listed in (b) per year</p> <p>(d) Method – to obtain and release gamebirds listed in (b) from an existing authority Holder who is authorised to transfer gamebirds.</p>
2.	The Location (Schedule 2, clause 2)	Royal Auckland and Grange Golf Club, 57 Grange Road, Papatoetoe Auckland
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) on behalf of Royal Auckland and Grange Golf Club
4.	Term (Schedule 2, clause 4)	Commencing on 01/10/2021 and ending on 30/09/2031
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Royal Auckland and Grange Golf Club</p> <p>57 Grange Road, Papatoetoe</p> <p>Auckland 1640</p> <p>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 on non-public conservation land

Authorisation Number: **97658-FAU**

THIS AUTHORITY is made this 23rd day of June 2022

PARTIES:

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

AND

Auckland International Airport 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 under the Conservation legislation the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

Rebecca Rush, Operations Manager, Tamaki Makarau/Auckland Mainland

acting under delegated authority in the presence of:

Witness Signature:

Witness Name: Troiden West

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><u>Activity:</u></p> <p>Catch, handle, measure, attach GPS collars to, band and kill black swans (<i>Cygnus atratus</i>)</p> <p><u>Methods:</u></p> <p><u>Catching and transporting:</u> hand nets, nooses, swan hooks, cages and manually or physically capturing individual birds.</p> <p><u>Banding:</u> metal and colour bands</p> <p>Maximum of 100 banded birds per annum.</p> <p><u>GPS transmitters (on collars):</u> will be mounted on a maximum of 20 birds per annum. All birds fitted with GPS transmitters must also be banded.</p>
2.	The Land (Schedule 2, clause 2)	North side of Manukau Harbour, around Auckland International Airport. Coastal marine habitat between Renton Road and Kiwi Tamaki Road.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>§9(2)(a)</p> <p>§9(2)(a)</p> <p>§9(2)(a)</p> <p>§9(2)(a)</p> <p>Any other suitably qualified persons authorised by §9(2)(a)</p> <p>§9(2)(a) All listed and other personnel are subject to Schedule 3 Conditions regarding banding qualifications.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 01 January 2023 and ending on and including 31 December 2027 (five years).
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Auckland Airport</p> <p>4 Leonard Isitt Drive</p> <p>Manukau 2150</p> <p>Auckland</p> <p>Phone: §9(2)(a) §9(2)(a)</p> <p>Email §9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Department of Conservation</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: 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

Property of the Crown

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

Private Land

2. This authority does not confer any right of access over any private land. Any arrangements necessary for access over any land are the responsibility of the Authority Holder. In granting this authority the Grantor does not warrant that such access can be obtained.

Transportation of any Wildlife

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

Animal Ethics

4. If the Authority Holder is undertaking the Authorised Activity on behalf of, or as part of, an institute or organisation, they may require approval from the Animal Ethics Committee of the Authority Holder's institution, as per the Animal Welfare Act 1999.

Euthanasia

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

Marking

6. Bird-Banding
 - 6.1 The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
 - 6.2 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - 6.3 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.
 - 6.4 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.

- 6.5 If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 6.6 The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
- 6.7 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.
- 6.8 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.
- 6.9 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.

Transmitter attachment

7. GPS attachment
 - a. GPS devices may be attached to Black Swans. The weight of the device on the bird should not exceed 5% of its body weight. The Authority Holder is strongly encouraged to use best practice attachment methods.
 - b. 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.
 - c. If any devices are found or reported to be causing or contributing to welfare issues for an individual bird or birds, then every reasonable effort must be made to capture those individuals and remove those attached devices.

Reporting

8. A summary of activities and results is to be provided to the Department by May 31st each year, with copies of the report sent to auckland@doc.govt.nz and permissions@doc.govt.nz and citing Authority 97658-FAU.
9. Upon completion of the research or termination of the Authority, the Authority Holder must forward a copy of the research findings, any reports

and/or publications to the Grantor within one month. This should include any implications for conservation management.

10. The Authority Holder acknowledges that the Grantor may provide copies of all reports and findings to tangata whenua.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 102034-FAU

THIS AUTHORITY is made this 7th day of June 2023

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

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

Witness Signature

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

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 band pukeko (<i>porphyrio melanotus</i>) for research purposes. ii. Take and export blood and feather samples from pukeko (<i>porphyrio melanotus</i>) for research purposes. <p>b. Quantity:</p> <ul style="list-style-type: none"> i. up to 500 pukeko (<i>Porphyrio melanotus</i>) per year ii. Up to 100 uL of blood from adult pukeko. iii. 25 uL of blood from pukeko chicks. <p>c. Method:</p> <ul style="list-style-type: none"> i. Capture: live traps baited with maize are used to capture adult pukeko. ii. Adult blood: brachial vein extraction. iii. Chick blood: collected from small amount of bleeding from femoral vein. iv. band using DOC-issued metal bands and colour bands. <p>d. Export/Overseas Facility Address:</p> <p>Molecular Ecology Lab (Life Sciences Building room 404) McMaster University, Department of Biology Hamilton, ON, Canada</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Tawharanui Regional Park</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a) (Principal Investigator)</p> <p>b. s9(2)(a)</p> <p>c. Others under direct supervision of the above named.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 8 June 2023 and ending on and including 7 June 2030</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>Matakana 0986 New Zealand Phone: s9(2)(a) Email: s9(2)(a)</p>

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

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

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

2. What is being authorised?

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

3. Who is authorised?

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

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

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

9. What about the payment of costs?

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

10. Are there any Special Conditions?

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

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Property of the Crown

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

Private land

2. This Authority does not confer any 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.

Banding

3. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.

4. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.

5. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.

6. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.

7. If a band is taken off a bird for any reason, it must NOT be used on another bird.

8. The Authority Holder must supply the Banding Office with electronic copies of all banding records for newly banded or re-banded birds by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)

9. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.

10. 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.

11. 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.

12. 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.

Animal Ethics Committee (research institute)

8. If the Authority Holder is undertaking the Authorised Activity on behalf of or as part of an institute or organisation they may require approval from the Animal Ethics Committee of the researcher's institution as per the Animal Welfare Act 1999.

Reporting

10. A copy of research findings is to be submitted to s9(2)(a) and to permissionshamilton@doc.govt.nz.

Wildlife health management

11. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure.

12. Any blood collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

Take Samples

13. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure.

14. The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor (auckland@doc.govt.nz) for inclusion in the National Wildlife Health Database.

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

Material/Data

16. Any material not destroyed by analysis must be destroyed on completion of the research.

17. Any genetic sequencing data must be deposited in Genbank within 6 months of completing the research. For more information refer to <http://www.ncbi.nlm.nih.gov/genbank/submit/>



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 118288-FAU

THIS AUTHORITY is made this 23rd day of December 2024

PARTIES:

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

AND

New Zealand Defence Force (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 54 (hunting or killing of wildlife causing damage of the Wildlife Act 1953) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by Christine Butler, Permissions Regulatory Delivery Manager acting under delegated authority
in the presence of:

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>The following activities are authorised for the species listed in Schedule 4 for the purpose of mitigating bird strike risk to aircraft.</p> <ol style="list-style-type: none"> Catch and handle wildlife on site: applies to any animal injured unintentionally by vehicles, aircraft or machinery during operations so the animal can be transferred to vet, rehabilitation centre, or zoo. This also applies to young or juvenile animals that need to be moved from operational areas to a safer location nearby. Take samples from dead wildlife: regards unknown species struck by aircraft that require investigation and species identification from a third party e.g. Auckland Museum, Universities, Ministry of Primary Industries, Birds NZ, Department of Conservation or Auckland Zoo. Samples can also include carrying out necropsy on carcasses to identify and address food sources that attract wildlife to RNZAF Base Auckland. Samples include any wildlife remains found on aircraft and food remains from crop, gizzard, or intestine during necropsy. Take or destroy the eggs of wildlife: taking or destroying eggs only from species that are “Not Threatened” conservation status. Taking eggs to move to a nearby safe location or temporary hold before returning to nest from critical operational areas with extreme caution and or guidance from DOC of “At Risk” or “Threatened” species. Kill wildlife: “Not Threatened” Species will only be ‘killed’ as a last resort if they are causing a threat to aircraft and all other dispersal efforts carried out were unsuccessful. “At Risk” or “Threatened Species” will only be ‘killed’ if the animal is injured to a state of non-recovery as assessed by the Airfield Environmental Officer and or with advice from DOC. Kill or catch alive protected wildlife that are causing damage: this action relates to species that nest inside/on aircraft or critical infrastructure that require relocation (‘at risk’/threatened) or removal/disposal (not protected/ ‘not threatened’ species).
2.	The Land (Schedule 2, clause 2)	Royal New Zealand Air Force Base, Whenuapai, Auckland – more specifically as outlined in the map attached to Schedule 5.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ol style="list-style-type: none"> s9(2)(a) Airfield Environmental Officer Any other suitably experienced person under supervision of the authorised person.

4.	Term (Schedule 2, clause 4)	Ten years, commencing on and including 23 December 2024 and ending on and including 22 December 2034.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	Base Operations RNZAF Base Auckland Tamatea Ave Whenuapai 0618 Auckland Email: wpairfieldmanager@nzdf.mil.nz
6.	Grantor's address for notices	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

General

1. The Authority Holder must ensure that current best practice is followed when undertaking the Authorised Activity.
2. If required in writing by the Grantor, the Authority Holder must make such improvements to techniques, and take such other steps as directed by the Grantor.
3. 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 wildlife, dead wildlife, any parts of such wildlife, and any eggs or progeny.
4. The Grantor may at any time terminate this Authority or may at any time review and/or vary the conditions pertaining to this Authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

Culling birds within airport boundaries

5. Attempts must be made to manage the bird hazard by disturbing birds (for example scaring or deterring) before resorting to killing birds.
6. Only the minimum number of birds may be killed in order to ensure safe operation of aircraft.
7. The Authorised Activity may occur within the boundaries of the Royal New Zealand Air Force Base Whenuapai aerodrome as shown on the map attached to Schedule 5.
8. Chemicals must not be used to kill birds.
9. Any unidentified birds killed under this authority must be labelled showing the date killed and location and are to be frozen and the local Department of Conservation office must be notified for further action.
10. All birds killed must be carefully checked for leg bands. Any band found must be removed from the leg(s) and sent to the Banding Officer, Department of Conservation, PO Box 108, Wellington 6140, with details of when and where the bird was killed.
11. If required, in writing, by the Grantor, the Authority Holder shall make such improvements to the management of bird numbers as are considered necessary by the Grantor to minimise the impacts on threatened species.

Disposing of specimens

12. Unless otherwise advised by the Auckland District Office, dead birds must be disposed of by burial or other methods not inconveniencing other people or endangering the environment.

Reporting

13. Records must be kept, and sent to the Department of Conservation at auckland@doc.govt.nz and permissionshamilton@doc.govt.nz by the 30th June each year. Records must include:

- a. the number and species of protected birds killed each year, including the date, location and method with which each bird was killed, and
 - b. the means by which birds or their bodies were disposed of, and
 - c. the general effectiveness of the measures taken in relieving the problem.
14. Records must be made available to DOC or the Civil Aviation Authority on request.
15. The Authority Holder must immediately inform the Grantor when two or more birds of any one species classified as "Threatened Species" are killed in any one 365-day period. For a list of threatened species <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>).

SCHEDULE 4

SPECIES

Common name	Species name	Threat status (NZTCS) at the time of issue
New Zealand Dotterel	<i>Charadrius obscurus</i>	Recovering
Pied Stilt	<i>Himantopus himantopus</i>	Not Threatened
White Faced Heron	<i>Egretta novaehollandiae</i>	Not Threatened
Pied Shag	<i>Phalacrocorax varius</i>	Recovering
Caspian Tern	<i>Hydroprogne caspia</i>	Nationally Vulnerable
South Island Pied Oystercatcher	<i>Haematopus finschi</i>	Declining
Variable Oystercatcher	<i>Haematopus unicolor</i>	Recovering
Red Billed-Gull	<i>Chroicocephalus novaehollandiae</i>	Declining
Black Billed-Gull	<i>Chroicocephalus bulleri</i>	Declining
Banded Dotterel	<i>Charadrius bicinctus</i>	Declining
White Fronted Tern	<i>Sterna striata</i>	Declining
Bar Tailed Godwit	<i>Limosa lapponica</i>	Declining
Wrybill	<i>Anarhynchus frontalis</i>	Nationally increasing

SCHEDULE 5

MAP SHOWING AUTHORISED AREA OUTLINED IN YELLOW





Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 119909-FAU

THIS AUTHORITY is made this 8th day of August 2025

PARTIES:

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

AND

Auckland Museum Trust Board and University of Auckland (the Authority Holder)

BACKGROUND

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

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by John Galilee, Statutory Manager, Auckland acting under delegated authority

in the presence of:

Witness Signature

Witness Name: Kelly McQuinn

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 alive ii. Molest (handle) iii. Mark <p>b. Species – as specified in Schedule 4</p> <p>c. Quantity –</p> <ul style="list-style-type: none"> i. Up to 300 birds per species per year ii. Up to 300µl of blood per bird iii. Up to nine (9) feathers per bird per season iv. Up to 3 cloacal, choanal, conjunctival, and external dry swabs per bird v. Faecal material collected opportunistically vi. Ectoparasites collected opportunistically vii. Up to 30 nests and/or eggs per calendar year per species collected opportunistically <p>d. Method –</p> <ul style="list-style-type: none"> i. Catch <ul style="list-style-type: none"> a. Mist-net b. Nest box trap c. Walk-in trap ii. Sample <ul style="list-style-type: none"> a. Venipuncture of brachial vein b. Venipuncture of jugular vein c. By hand iii. Mark – temporary marking on a small area of the bird using a xylene-free paint pen
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>All privately owned Land within the Auckland region and Land managed and administered by Auckland council</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) s9(2)(a) [REDACTED]</p> <p>b) s9(2)(a) [REDACTED]</p> <p>c) s9(2)(a) [REDACTED]</p> <p>d) s9(2)(a) [REDACTED]</p> <p>e) s9(2)(a) [REDACTED]</p> <p>f) s9(2)(a) [REDACTED]</p> <p>g) s9(2)(a) [REDACTED]</p> <p>h) s9(2)(a) [REDACTED]</p>

		Any person acting under the direction or control of the aforementioned personnel
4.	Term (Schedule 2, clause 4)	Commencing on and including 9 August 2025 and ending on and including 8 August 2035
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Auckland War Memorial Museum</p> <p>The Auckland Domain</p> <p>Parnell</p> <p>Auckland 1142</p> <p>New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</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.

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

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

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

5. What are the liabilities?

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

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

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

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

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

7. When can the Authority be terminated?

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

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

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

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

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

Reporting

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 119909-FAU. These reports must be submitted by the 31st April each year.
2. Upon completion of the Authorised Activity or 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.
3. A final report must be submitted within one month of its completion and contain the following:
 - a. The Authority Number 119909-FAU;
 - b. A summary of research findings; and
 - c. Any implications for conservation management
4. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
5. A copy of the final report shall be provided to the Grantor's Auckland District Office auckland@doc.govt.nz on whose land the Authorised Activity was undertaken for care of forwarding to tangata whenua.

Animal Ethics Approval

6. All sampling protocols are subject to Animal Ethics Approval. A copy of this Approval should be lodged with the Grantor prior to commencing the Authorised Activity.

Capturing and Marking

7. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
8. 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.
9. A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) must oversee and be accountable for mist-net capturing and marking of birds. 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.
10. If any marks (bands, transmitters, loggers, trackers, tags, transponders, or any other mark or device) or their attachment (harness etc.) require adjusting, removal or replacement due to actual or potential adverse effects (such as injury, infection,

entanglement, loss of mark, death), details must be reported to the Grantor and to the Banding Office (bandingoffice@doc.govt.nz) as soon as possible upon discovery to improve Best Practice.

11. 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).
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. 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.

Take samples

13. Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.
14. Blood and feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.
15. Samples are not to be sent overseas.

Public Information

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

Biosecurity

17. The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at: <http://www.biosecurity.govt.nz/cleaning>.
18. 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 Trigen) solution before entering and when moving between areas where there are kauri.
19. 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 include pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.

20. 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.
21. 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.
22. If the Authority Holder or any member of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
 - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66;
 - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant;
 - c. Do not touch or try to collect samples as this may increase the spread of the disease.
23. 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 contamination steps again at 100m from the infected area and before entering a vehicle.
24. The Authority Holder and their team member shall have hot showers 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.

Miscellaneous

25. 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 seven (7) days;
 - 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 Postmortem 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.

26. 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.
27. All monitoring and trapping records must be made available for inspection at reasonable times by officers of the Grantor.
28. Bird bags shall be used to minimise stress to the birds.
29. The Authority Holder must engage with Te Kawerau ā Maki at least one month prior to undertaking the Authorised Activity within the Waitākere Ranges Heritage Act Area
s9(2)(a)

Termination

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

SCHEDULE 4 – List of Species

	Common name	# of individuals	Proportion/population
1	Kererū, New Zealand (NZ) Pigeon	Up to 60/y	Pop. unknown, <0.01%
2	Shining Cuckoo, Pipīwharauoa	Up to 20/y	Pop. unknown, <1%
3	Long-Tailed Cuckoo, Koekoeā	Up to 20/y	Pop. unknown, <1%
4	Banded Rail, Moho Pererū	Up to 20/y	Pop. unknown, <1%
5	Weka	Up to 20/y	Pop. unknown, <1%
6	Spotless Crane, Pūweto	Up to 20/y	Pop. unknown, <1%
7	Marsh Crane, Koitareke	Up to 10/y	Pop. unknown, <1%
8	Pūkeko	Up to 100/y	Pop. unknown, <0.1%
9	Australian Coot	Up to 20/y	Pop. unknown, <1%
10	Australasian Harrier, Kāhu	Up to 20/y	Pop. unknown, <0.1%
11	Australian Barn Owl	Up to 10/y	1 pair; unexpected but pop. may increase over time
12	Morepork, Ruru	Up to 30/y	Pop. unknown, <1%
13	New Zealand (NZ) Kingfisher, Kōtare	Up to 60/y	Pop. unknown, <0.1%
14	New Zealand (NZ) Falcon, Kārearea	Up to 10/y	c.4000 pairs 1970, <0.25%
15	Kaka, Kākā	Up to 60/y	Pop. <10000, <0.6%
16	New Zealand (NZ) Red-Crowned Parakeet, Kākāriki	Up to 100/y	Pop. unknown, <0.01%
17	Rifleman, Titipounamu	Up to 60/y	Pop. unknown, <0.01%
18	Bellbird, Korimako	Up to 200/y	Pop. unknown, <0.01%
19	Tui, Tūi	Up to 200/y	Pop. unknown, <0.01%
20	Grey Warbler, Riroriro	Up to 100/y	Pop. unknown, <0.01%
21	North Island (NI) Kōkako	Up to 10/y	Pop. c. 2000 pairs, <0.25%
22	North Island (NI) Saddleback, Tīeke	Up to 100/y	Pop. unknown, >7000, <1.5%
23	Hihi, Stitchbird	Up to 30/y	Pop. unknown, <2000, <1.5%
24	Whitehead, Pōpokotea	Up to 200/y	Pop. unknown, <0.01%
25	Fantail, Piwakawaka	Up to 100/y	Pop. unknown, <0.01%
26	Tomtit	Up to 60/y	Pop. unknown, <0.01%
27	North Island (NI) Robin, Toutouwai	Up to 60/y	Pop. unknown, <0.01%
28	North Island (NI) Fernbird, Mātātā	Up to 60/y	Pop. unknown, <0.01%
29	Welcome Swallow, Warou	Up to 60/y	Pop. unknown, <0.01%
30	Silveryeye, Tauhou	Up to 300/y	Pop. unknown, <0.01%
31	New Zealand (NZ) Pipit, Pihoihoi	Up to 60/y	Pop. unknown, <0.01%
32	California quail	Up to 100/yr	Pop. unknown, <0.01%
33	Brown quail	Up to 60/yr	Pop. unknown, <0.01%
34	Common pheasant	Up to 60/yr	Pop. unknown, <0.01%