

Appendix B – Proposed Wildlife Act Authority Conditions



Te Kowhai East

Wildlife Act Authority

Schedule 1 – Authority Information

Wildlife Act Authority – Schedule 1

#	Item	Details														
1	Authorised activity (including the species, any approved quantities and collection methods) (clause 1)	The activities authorised: To catch or otherwise obtain alive, possess, kill, and liberate protected wildlife identified in Schedule 4 for the purpose of species management. Purpose: To protect native lizards by way of salvage. Quantity: As required. Methodology (Lizards) • Artificial Cover Objects (ACOs). • Systematic destructive manual searching. • In accordance with Lizard Management Plan attached.														
2	The Land (clause 2)	Salvage Location(s): <table><tr><td>Lot 2 DP 523063</td></tr><tr><td>Lot 3 DP 523063</td></tr><tr><td>Part Allot 215 PSH OF Pukete</td></tr><tr><td>Section 1 SO 473918</td></tr><tr><td>Section 2 SO 473918</td></tr><tr><td>Section 25 SO 417000</td></tr><tr><td>Section 26 SO 417000</td></tr><tr><td>Section 2 SO 577981</td></tr><tr><td>Section 13 SO 416124</td></tr><tr><td>Lot 1 DP 546273</td></tr><tr><td>Lot 3 DP 422212</td></tr><tr><td>Lot 6 DP 397443</td></tr><tr><td>Lot 3 DP 359100</td></tr></table> Release Location: <table><tr><td>Lot 1 DP 425316 (Waiwhakareke Natural Heritage Park)</td></tr></table>	Lot 2 DP 523063	Lot 3 DP 523063	Part Allot 215 PSH OF Pukete	Section 1 SO 473918	Section 2 SO 473918	Section 25 SO 417000	Section 26 SO 417000	Section 2 SO 577981	Section 13 SO 416124	Lot 1 DP 546273	Lot 3 DP 422212	Lot 6 DP 397443	Lot 3 DP 359100	Lot 1 DP 425316 (Waiwhakareke Natural Heritage Park)
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3	Personnel authorised to undertake the Authorised Activity (clause 3)															
4	Term (clause 4)	Commencing on and including [30 April 2027] and ending on and including [30 April 2037].														



5	Authority Holder's address for notices (clause 5)	The Authority Holders address in New Zealand is: <u>Physical Address:</u> Te Kowhai East Limited Partnership 1 Golden Sands Drive Papamoa Beach, Papamoa 3118 
6	Grantor's address for notices (clause 6)	The Grantor's address for all correspondence is: <u>Physical Address</u> Department of Conservation Attn: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 <u>Postal Address</u> Department of Conservation Att: Permissions Team Private Bag 3072 Hamilton 3240 <u>Email:</u> permissionshamilton@doc.govt.nz
7	Special Conditions (clause 7)	See Schedule 3.



Schedule 2 – Standard Terms and Conditions of the Authority

Wildlife Act Authority – Schedule 2	
#	Condition
Interpretation	
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 break of the terms of the Authority by its employees, contractors, or agents as if the breach had been committed by the Authority Holder.
2	Where obligations bind more than one person, those obligations bind those persons jointly and separately.
Activities being Authorised to	
3	The Authority Holder is only allowed to carry out the activities specified in Schedule 1, clause 1, on the Land described in Schedule 1, clause 2.
4	The Authority Holder must advise the DOC Waikato District Office Operations Manager of when the Authority Holder intends to carry out the Authorised Activity, at least one week prior to carrying out the Authorised Activity in the District.
5	Any arrangements necessary for access over land that is controlled, owned, or managed by someone other than the Department of Conservation are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
6	The Authority Holder and/or Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
7	The Authority Holder may publish authorised research results.
8	The Authority Holder must immediately notify the DOC Waikato District Office Operations Manager 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.
Authorised Personnel	
9	Only the Authority Holder, through the Authorised Personnel described in Schedule 1, clause 3, may carry out the activities unless otherwise agreed in writing by the DOC Waikato District Office Operations Manager.
Term of the Consent	
10	This Authority commences and ends on the dates set out in Schedule 1, clause 4.
Liabilities	
11	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.
12	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.
13	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.
Compliance with statutory instruments, notices and directions	
14	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.



Termination of or variation to the Authority	
15	The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity if: (a) the Authority Holder breaches any of the conditions of this Authority; or (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
16	If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice that appears reasonable and necessary in the circumstances.
Notices by the Grantor	
17	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, clause 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.
18	If the Authority Holder's details specified in Schedule 1, clause 5 change then the Authority Holder must notify the Grantor within 5 working days of any such change.
Reporting	
19	If the Grantor so requests, the Authority Holder must keep the Grantor and relevant Treaty partners informed on the progress of the Authorised Activities. Upon completion of the Activities and in accordance with any reasonable request from the Grantor, the Authority Holder must forward a copy of the research findings, reports and publications to the Grantor. The Authority Holder acknowledges that the Grantor may provide copies of these findings to relevant Treaty partners.
Payment of costs	
20	The Authority Holder must pay the standard DOC 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.
Special Conditions	
21	Special conditions are specified in Schedule 3. In the event of inconsistency or conflict, the Special Conditions will prevail over this Schedule 2.
Authority Variation	
22	The Authority Holder may apply to the Grantor for variations to this Authority.



Schedule 3 – Special Conditions

Wildlife Act Authority – Schedule 3	
#	Condition
Adhere to approved application	
1	The Authorised Activity must be undertaken in accordance with the application titled Te Kowhai East Substantive Application and dated 1 September 2026 and approved Lizard Management Plan dated 31 August 2026.
2	The Authority Holder must ensure that current best practice is followed when undertaking the Authorised Activity. The current best practice guidance is set out in “ <i>insert Best Practice Guideline Title</i> ” located at <i>insert external weblink/your local DOC office</i> .
3	If required in writing by the Grantor, the Authority Holder must make such improvements to techniques (including catching, handling, releasing, preserving and storing), and take such other steps as directed by the Grantor.
4	Wildlife subject to this Authority are not to be transferred to any other person, except as provided for in this Authority. This prohibition includes any species referred to in Schedule 4 that is alive, dead, any parts of such species, or any eggs or progeny.
5	The Grantor may at any time terminate this Authority or 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.
6	DOC Waikato District Office Operations Manager are to be contacted immediately for further advice if wildlife other than those listed in Schedule 4 are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.
Lizard capture and handling	
7	Lizard capture, handling and relocation must be undertaken between the 1 October and 30 April when lizards are most active (i.e. when the temperature is between 12-22 degrees Celsius, as advised by a suitably qualified and experienced herpetologist).
8	Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/
9	The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
10	The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
Injury of Protected Wildlife and Euthanasia	
11	If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Authorised Personnel listed under Schedule 1, clause 3 to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Authorised Personnel listed under Schedule 1, clause 3, or a veterinarian.
Lizard Salvage Reporting	
12	The Authority Holder shall provide a report prepared by the Project Herpetologist to the DOC Waikato District Office Operations Manager. The report shall include: (a) the consent reference number and any Wildlife Act Authorisation number; and (b) the dates and times of capture; and (c) the capture methods utilised; and (d) the lizard species captured; and (e) the number of lizards captured, including any accidentally injured or killed; and



	(f) the size range and health condition of captured lizards; and (g) the release location(s); and (h) a description of how the approved Lizard Management Plan was implemented, including any difficulties encountered during salvage, handling, relocation, or release activities.
13	Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz



Schedule 4 – Protected Wildlife

Common Name	Scientific Name	Quantity/Sample
Copper Skink	<i>Oligosoma aeneum</i>	N/A

