

C. Details of Proposed Activity

What is the proposed activity? Include details of the reason for the collecting or undertaking research. (Attach a copy of the research outline.)

Purpose of collecting/research

Research
 Educational
 Commercial Use

Other

Type of material to be collected/researched

Quantity of material to be collected/researched

How many people are involved

Proposed dates

to Alternative dates

Please describe the method of collection/research

Method of transportation to the site

Will any of the material be used for genetic modification outside of gene sequencing for taxonomic purposes? (if yes, please attach ERMA application or IBSC approvals)

Will any of the material or its DNA be leaving New Zealand? (yes/no)

If yes where will the sample be stored?

Are any Council resources/facilities required?



D. Potential Effects of the Proposed Activity

Please describe the actual and potential effects that your proposal will have on the following environmental values. All activities have effects. Failure to complete this section may mean your application is declined. Where you identify actual or possible adverse effects in your description, please also describe the actions you propose to take to avoid, remedy or mitigate those effects. Example: Weeds may be introduced on sampling equipment. Proposed action to avoid this: washing of sampling equipment before arriving in sampling area. If you need more room, please attach a separate piece of paper

Effect(s) on the species or its habitat

Effect(s) on natural waterways including streams, rivers, lakes, wetlands or coastal waters

Effects on native vegetation

Effects on soils or any other natural features either during the initial start-up phase or on an ongoing basis

Effects on wildlife either within or near the site(s) where you want to operate

Effects on historic or archaeological sites

Effects on other users of the sites(s)



What aspects of your activity will be visible from within or adjoining the areas where you want to conduct your activity (please explain)?

Is it possible that your activity will introduce pests including seeds or weeds into the area (please explain)?

What is the risk of fire from your activity (please explain)?

What noise will be caused by your activity (please explain)?

Is there any aspect of your activity that will effect current or future public access to the area (please explain)?

Have you consulted iwi? (please tick) YES NO

If yes, with whom and in what regard.

Will your activity have any positive effects on natural or historic values (please explain)?

Will your activity contribute to the management plan's objectives for the area (please explain)?



Thank you for your application. Please ensure that:

- * You have attached any maps, plans and additional information relevant to your application.
- * Your *application processing fee deposit* of \$100 (including GST) is included with your application.

If you have any queries on the application process, please contact the Senior Environmental Monitoring Officer, Terrestrial Ecosystems and Quality at the Wellington Office on 04-384 5708 or 027 285 8083 mob.

**Post Application to:
Senior Environmental Monitoring Officer
Terrestrial Ecosystems and Quality
Environmental Science
Greater Wellington Regional Council
PO Box 11646
Manners Street
Wellington
6142**

I certify that the information provided on this application form and attached additional information is to the best of my knowledge true and correct:

Signature of Applicant

Dated:

Signature of Witness

Dated:

Address of Witness

All costs relating to the application are payable by the applicant to Greater Wellington. Cheques should be made out to Wellington Regional Council.

Applicants should be aware that provisions of the Official Information Act may require that some or all information in this application be publicly released if so requested.

High Impact Collecting Permit

Greater Wellington (the Council) GRANTS the Applicant _____

a Permit for the purpose of _____ (the "Activity") on the site(s) specified in Schedule 1 of this Permit.

Conditions

1. This Permit is valid for the period from ___/___/_____ to ___/___/_____.
 2. The Permit Holder shall comply with all reasonable notices and directions of the Council concerning the activities conducted by the Permit Holder on land administered by the Council. **While conducting this activity, the Applicant shall carry the Permit with them at all times.**
 3. **The Applicant shall contact the local Park Ranger 1 week prior to collecting in an area**, in particular to ascertain any new hazards.
 4. This permit does not permit the Applicant to access private land. Permission to cross private land shall be obtained from the landowner prior to the access and does not form any part of this agreement.
 5. Prior to commencing the permitted activity, the Applicant shall supply a signed Hazard Plan confirmation Form for each permitted park and or forest. This is confirmation they have received a hazard plan, understand the hazards, and will implement safety measures while in each permitted area.
 6. The permit Applicant shall contact the ranger or Upper Hutt office of the Regional Council, (Ph526 4133), Email UHdepot@gw.govt.nz, by Wednesday 3pm of the week prior, for any intended visit by vehicle on non-public roads in a Park or Forest. Access keys will also be arranged at this time.
 7. This Permit does not confer on the Applicant any interest in the site(s), nor does it derogate in any way from the rights of the public to use and enjoy the whole or any part of the site(s).
 8. The Applicant shall not transfer, sublet, assign or otherwise dispose of the interest granted by this Permit.
 9. The Applicant shall comply with the collection provisions on the attached schedule at all times.
 10. Where obligations bind more than one person, those obligations shall bind those persons jointly and separately.
 11. The Council may terminate this Permit if the Applicant breaches any of the terms of this document or if the activity causes any unforeseen or unacceptable effects to the Council.
 12. The Council does not warrant the suitability or availability of the site(s) for use by the Applicant. If due to, but not limited to, any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other unforeseen reason, the site(s) is not available, the Council's liability under this contract is limited to refunding the bond.
 13. The Applicant shall undertake the authorised activity in a safe and reliable manner and shall comply with all statutes, bylaws and regulations, and all notices and requisitions of any competent authority relating to the conduct of the collecting activity.
 14. The Council accepts no responsibility for the safety of the Applicant.
 15. The Applicant shall indemnify the Council against all claims by any person in respect of any injury, loss or damage (including fire damage) caused by or arising out of any act or omission of the Applicant.
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16. The Applicant shall not, unless authorised in writing by the Council, interfere with, remove, damage, or endanger the natural features, animals, plants or historic resources in any area administered by the Council, or bring any plants or animals to the site(s), or deposit debris, rubbish, or other dangerous or unsightly matter, or contaminate any body of water. The Permit Holder shall ensure that its servants, agents or contractors do not carry out any acts prohibited under this clause.
 17. The Applicant may not alter the nature of the site(s) without the prior agreement and consent of the Council and in accordance with that agreement. Property within the site(s) that has been altered or modified during the carrying out of the activity must be returned to an acceptable state before the Applicant vacates the site(s), unless the terms of the Council's consent state otherwise.
 18. Use of aircraft in support of the authorised activity is subject to separate approval. Vehicles shall only be operated on formed roads and vehicle tracks.
 19. The Applicant shall take all waste and rubbish out of the site(s) and dispose of it in an environmentally sound manner away from public parks and forests lands. The Applicant must adhere to the attached Environmental Care Code while conducting the activity.
 20. The Applicant shall not restrict access to any road or track at any time.
 21. The extent and location of any fire discovered is to be reported immediately to the Council and any uncontrolled fire is to be reported immediately to the Fire Service.
 22. Samples are to be collected away from tracks, picnic areas or areas of high public use and as far as practicable, out of sight of the public. Wherever practicable, the Applicant shall use access routes to the collection areas that avoid damage to natural features. The Applicant shall erect signs, cones and barricades if necessary.
 23. The Applicant shall not collect samples from biologically sensitive areas, or in such quantities that the taking would unduly deplete the population or damage any other ecological associations.
 24. The Applicant shall pay the application processing fee of \$100.00 (GST Inclusive) in advance to the Council in the manner directed by the Council.
 25. The Applicant is to pay to the Council, in advance of entry, a bond of \$_____. The bond is to be held by the Council and applied to any remedial work found necessary as a result of the activities of the Applicant at the site(s) or any fees outstanding. The bond or the balance thereof, along with an itemised list of all remedial work done by the Council, as set out in clause 26 and/or entry fees deducted from the bond, as the case may be, will be forwarded to the Applicant within 20 working days of the end of the term.
 26. In cases where a bond is taken, the Applicant shall advise the Council that it intends to vacate the site(s). The Council shall inspect the site(s) to confirm that all is in order. If all is found to be in order by the Council, the bond detailed in clause 24 will, as provided, be refunded.
 27. If the site(s) is not found to be in a state acceptable to the Council, the Council will retain the bond and serve notice on the Applicant, within 14 days, nominating the work to be undertaken to satisfy the terms of this agreement and who it believes should undertake the work. The Applicant may, within a period of five days, provide a submission to the Council addressing the matters raised by the Council. The Council will have regard to that submission in stating the work it requires and that either the Applicant is to undertake that work or that the Council will carry out that work, utilising the bond. On satisfactory completion of the work, the Council will refund either all or the balance of the bond, as appropriate, to the Applicant.
 28. Prior to undertaking any repair work the Permit Holder shall obtain the Council's consent.
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29. Expenditure of all or any part of the bond by the Council shall not release the Applicant from any of its obligations in this contract which remain unfulfilled nor shall the Council be required to use the bond before exercising any other of its rights under this contract to ensure performance by the Applicant of its obligations, or requiring the Applicant to meet its obligations under this contract.
 30. If the Council is required to enforce any rights, remedies or powers under this agreement against the Applicant, the Applicant will pay any reasonable legal or debt collection costs incurred. Likewise, if the Applicant is required to enforce any rights, remedies or powers under this Permit, the Council will pay any reasonable legal costs incurred if the Applicant's case is proven.
 31. Should the Applicant require the services of a Council Ranger which goes beyond reasonable park management responsibilities, or the services of any other Council employee, the Council will charge the Applicant at the rate of \$50 per hour (GST inclusive) per person, or \$80 per hour (GST inclusive) if a Council vehicle is required.
 32. Any taxon found, which is new to science, shall have type specimens and a voucher specimen lodged with a registered New Zealand herbarium, recognised national invertebrate collection or equivalent appropriate collection. The Applicant shall notify forthwith the Council and local tangata whenua of any such finds.
 33. If requested, the Applicant shall keep the Council and tangata whenua informed on the progress of this activity. Upon completion of the activity, the Permit Holder shall forward a copy of the research findings, reports and publications to the Council's office from where this Permit was issued. The Applicant acknowledges that the Council may provide copies of these findings to tangata whenua.
 34. No material collected pursuant to this Permit may be used for patenting or for registration of intellectual property rights on any derivatives.
 35. The Applicant shall not sell or otherwise transfer to any third party any material, including any genetic material, or any material propagated or cloned from such material, collected under this Permit, or any information obtained as a result of research done on such material or undertake any other activity with the sample not expressly approved herein. Notwithstanding the preceding constraint, the Applicant may publish the results arising from the authorised activity.
 36. The Applicant shall follow the attached Greater Wellington Heritage Discovery Protocol and contact the following if remains or artefacts are discovered;
 - Philippa Crisp (Team Leader, Terrestrial Ecology and Quality Greater Wellington Regional Council), Ph 830 4131, Mob 027 498 6191, Email philippa.crisp@gw.govt.nz.
 37. The carriage or use of fire arms is not permitted for any reason while on council lands for the purpose of this permit.
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38. Special Conditions

SIGNED by

SIGNED by

Dated

Dated

SENIOR ENVIRONMENTAL MONITORING OFFICER or
TEAM LEADER TERRESTRIAL ECOSYSTEM'S and QUALITY
("The Grantor")

PERMIT HOLDER

In the presence of

In the presence of

Witness

Witness

Occupation

Occupation

Address

Address

Schedule One

(1) Approved Site(s)

(2) Approved Date(s)

Attachment 1:

Greater Wellington Heritage Discovery Protocol

General Protocol and Practice for the Accidental Discovery of kōiwi tangata/human remains and heritage material.

ARCHAEOLOGICAL SITES, KŌIWI (HUMAN SKELETAL REMAINS) AND TAONGA (ARTEFACTS) ACCIDENTAL DISCOVERY PROTOCOL

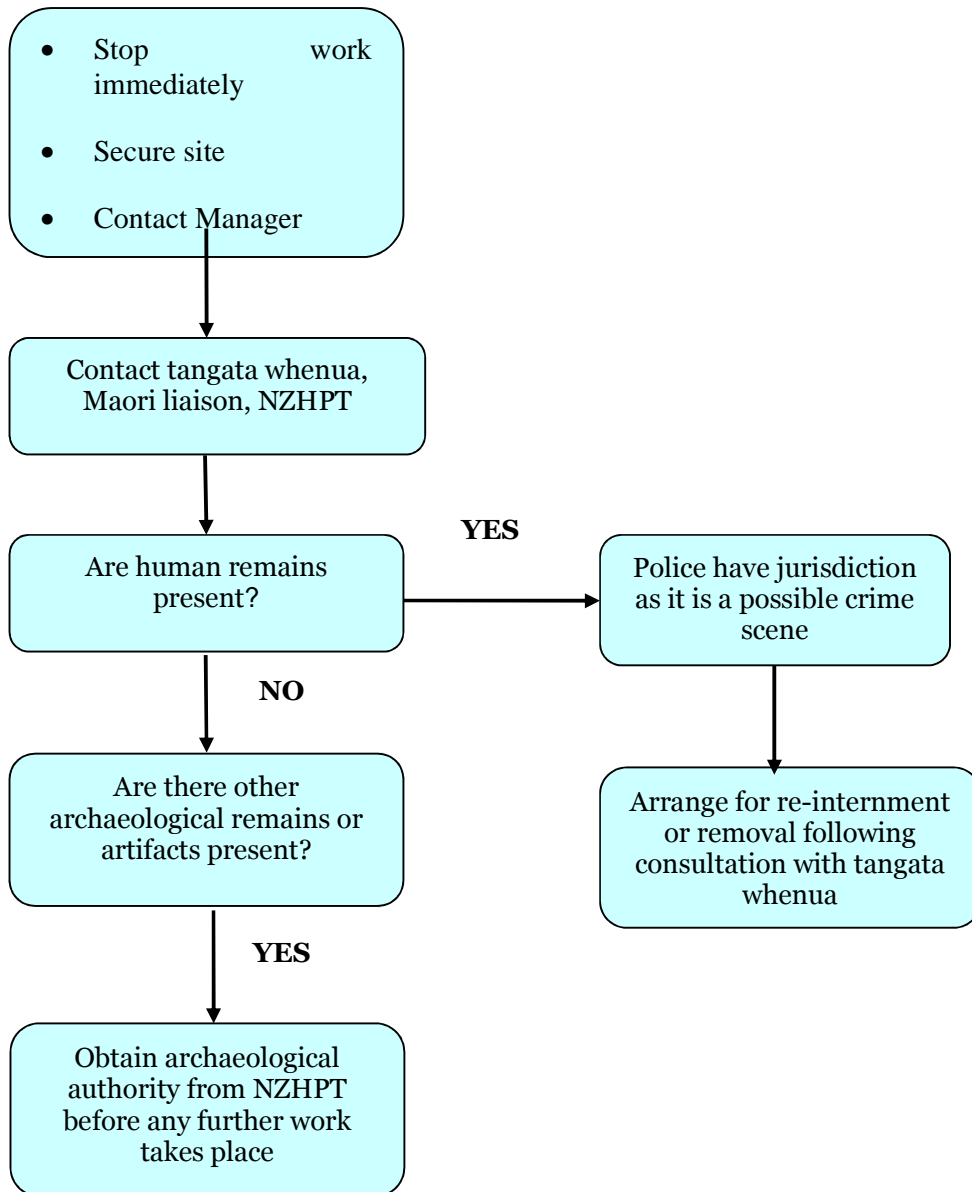
If archaeological sites, koiwi or taonga are uncovered or suspected during any ground disturbance or routine management works the following process will be followed by all persons.

If in doubt, stop and ask.

Procedure:

1. All work shall cease immediately at the site of discovery.
2. Secure the area to prevent further damage. **DO NOT** remove any material from the site. Advise your Manager immediately.
3. The Manager will notify iwi contact, Greater Wellington's Iwi Liaison Officer and the NZ Historic Places Trust.
5. If it is suspected that human skeletal remains have been uncovered the Manager shall immediately advise the NZ Police (this is a legal requirement following the discovery of any human skeletal material).
6. The discovery must remain confidential and no information is to be released to the media without the authorisation of the Manager in consultation with the above parties.
7. Works affecting the site shall not resume until the Manager, NZ Historic Places Trust, the Police (if skeletal remains are involved) and iwi contact or relevant descendant group have each given approval for work to continue.
8. If advised by the NZ Historic Places Trust that an authority is required, no further work that will affect the site shall be undertaken until the authority is granted and any conditions are met.

Accidental Discovery Protocol



Environmental Care Code

Protect Plants and Animals

Treat New Zealand's natural environment, plants and animals with care and respect. They are unique and often rare.

Remove Rubbish

Litter is unattractive, harmful to wildlife and can increase vermin and disease. Plan your visits to reduce rubbish, and carry out what you carry in.

Bury Toilet Waste

In areas without toilet facilities, bury your toilet waste in a shallow hole well away from waterways, tracks, campsites and huts.

Stay on Established Tracks and Use Existing Facilities

By using existing facilities, where these are provided, you run less chance of disturbing wildlife and damaging riverbanks and foreshores.

Respect Our Cultural Heritage

Many places in the Wellington Region have a spiritual and historical significance. Treat these places with consideration and respect.

Enjoy Your Visit

Enjoy your outdoor experience. Take a last look before leaving an area; will the next visitor know that you have been there?

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Consider Other People

Respect other visitors ... everyone has the right to enjoy the environment in safety.

Protect the environment for your own sake, for the sake of those who come after you, and for the environment itself.