

## High Impact Collecting and Research Permit Application Form

Applicants are required to cover the costs of processing their application. A *processing fee deposit* of \$100 (including GST) is payable in advance. Greater Wellington will consider your application and supply you with an estimate of further charges that may be incurred to process your application. Application processing fees are not refundable if your application is unsuccessful.

Applicants will be advised if further information is required to process this application. Greater Wellington recommends that the applicant contact the Environmental Ranger/Technician, Parks and Forests, to discuss the application prior to filling in this application form.

Office Use Only		processing received on/	
A. Applicant			
Applicant	[		
Legal Status (tick)	Individual	Company Trust Incorporated Society	
Research Institute	[		
Contact Person	[		
Postal Address	[		
Phone		Cell Phone E-mail	

### B. The Area

Please identify the Park or Forest. Describe the areas of your operation in detail (eg track names) and attach map. If you are unable to identify the areas or you do not know them, please seek the assistance of council staff.



## 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	l				
[		٦.		Г	
Proposed dates		to		Alternative dates	
Please describe the method of collection/research					
		1			
Method of transportation to the	site				
Will any of the material be used purposes? (if yes, please attack				uencing for taxonomic	
			,		
Will any of the material or its DNA be leaving New Zealand? (yes/no)					
If use where will the served of					]
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 Maori? What effects will your activity have on plants, animals or sites of traditional importance to Maori?

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 Parks and Forests Environmental Ranger or Environmental Technician at the Upper Hutt Depot on 04-526 4133.

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.

- 1. This Permit is valid for the period from \_\_\_/\_\_ to \_\_\_/\_\_\_.
- 2. 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).
- 3. The Permit Holder shall not transfer, sublet, assign or otherwise dispose of the interest granted by this Permit.
- 4. The Permit Holder shall comply with the collection provisions on the attached schedule at all times.
- 5. Where obligations bind more than one person, those obligations shall bind those persons jointly and separately.
- 6. The Council may terminate this Permit if the Permit Holder breaches any of the terms of this document or if the activity causes any unforeseen or unacceptable effects to the Council.
- 7. The Council does not warrant the suitability or availability of the site(s) for use by the Permit Holder.
- 8. The Permit Holder 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.
- 9. The Council accepts no responsibility for the safety of the Permit Holder.
- 10. The Permit Holder 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 Permit Holder.
- 11. The Permit Holder 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.
- 12. The Permit Holder 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 Permit Holder vacates the site(s), unless the terms of the Council's consent state otherwise.
- 13. The Permit Holder shall contact the local Park Ranger prior to collecting in an area, in particular to ascertain any "no-go" areas. Permission to cross private land shall be obtained from the landowner prior to the access and does not form any part of this agreement.
- 14. 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 Permit Holder shall carry this Permit with them at all times.
- 15. 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.

- 16. The Permit Holder 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 Permit Holder must adhere to the attached Environmental Care Code while conducting the activity.
- 17. The Permit Holder shall not restrict access to any road or track at any time.
- 18. 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.
- 19. 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 Permit Holder shall use access routes to the collection areas that avoid damage to natural features. The Permit Holder shall erect signs, cones and barricades if necessary.
- 20. The Permit Holder 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.
- 21. The Permit Holder shall maintain and provide to the Council records of collection sites and materials collected, e.g. Maps of site(s) used and lists of materials taken form each.
- 22. The Permit Holder shall pay the application processing fee of \$100.00 (GST Inclusive) in advance to the Council in the manner directed by the Council.
- 23. The Permit Holder 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 Permit Holder 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 Permit Holder within 20 working days of the end of the term.
- 24. In cases where a bond is taken, the Permit Holder 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.
- 25. 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 Permit Holder, 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 Permit Holder 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 Permit Holder 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 Permit Holder.
- 26. Prior to undertaking any repair work the Permit Holder shall obtain the Council's consent.
- 27. Expenditure of all or any part of the bond by the Council shall not release the Permit Holder 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 Permit Holder of its obligations or requiring the Permit Holder to meet its obligations under this contract.
- 28. If the Council is required to enforce any rights, remedies or powers under this agreement against the Permit Holder, the Permit Holder will pay any reasonable legal or debt collection costs incurred. Likewise, if the Permit Holder is required to enforce any rights, remedies or powers under this Permit, the Council will pay any reasonable legal costs incurred if the Permit Holder's case is proven.
- 29. Should the Permit Holder 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 Permit Holder at the rate of \$50 per hour (GST inclusive) per person, or \$80 per hour (GST inclusive) if a Council vehicle is required.

- 30. 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 Permit Holder shall notify forthwith the Council and local tangata whenua of any such finds.
- 31. If requested, the Permit Holder 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 Permit Holder acknowledges that the Council may provide copies of these findings to tangata whenua.
- 32. No material collected pursuant to this Permit may be used for patenting or for registration of intellectual property rights on any derivatives.
- 33. The Permit Holder 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 Permit Holder may publish the results arising from the authorised activity.

### 34. Special Conditions

1		

SIGNED by		SIGNED by	
Dated		Dated	
PRINCIPAL ADVISOR ("The Grantor")	R, PLANNING, GREATER WELLINGTON	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)

## **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.