

# Encroachment Administration Application Form



Use this form to apply for changes to an existing encroachment approval, licence or encumbrance or to apply for AT's consent.

In completing and submitting this Application, you, the Applicant/s, agree to the terms and conditions set out in the schedule to this application form (see below).

| Applicant's Details               |                              |                             |
|-----------------------------------|------------------------------|-----------------------------|
| Full name(s)                      |                              |                             |
| Telephone                         |                              |                             |
| Email                             |                              |                             |
| Postal address                    |                              |                             |
| Applicant is adjoining land owner | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| Applicant's Representative (if applicable) |                                    |                                                     |                               |
|--------------------------------------------|------------------------------------|-----------------------------------------------------|-------------------------------|
| Full name(s)                               |                                    |                                                     |                               |
| Contact person                             |                                    |                                                     |                               |
| Telephone                                  |                                    |                                                     |                               |
| Email                                      |                                    |                                                     |                               |
| Postal address                             |                                    |                                                     |                               |
| Preferred contact for correspondence       | <input type="checkbox"/> Applicant | <input type="checkbox"/> Applicant's Representative | <input type="checkbox"/> Both |

### Encroachment Details

|                                          |  |
|------------------------------------------|--|
| Address                                  |  |
| Date of approval, licence or encumbrance |  |
| Description of the encroachment          |  |

### Administration Options

Please tick which option applies:

- ☐ Assignment of licence
- ☐ Approval holder, licensor or encumbrancee consent
- ☐ Renewal of licence term
- ☐ Minor variation of licence, approval or encumbrance
- ☐ Other: \_\_\_\_\_

Please provide some background information to your request

| Supporting Documentation                                                                                | Supplied                 |
|---------------------------------------------------------------------------------------------------------|--------------------------|
| Record of Title of the applicant's property (search copy dated within the past 30 days) (if applicable) | <input type="checkbox"/> |
| Copies of the approval letter, licence and/or encumbrance                                               | <input type="checkbox"/> |

| Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>AT requires the application fee deposit of \$402.50 (including GST) to be paid with this application. A tax invoice will be issued when payment is received.</p> <p>Use the details below when making your internet banking payment.</p> <p><b>Account holder's name:</b> Auckland Transport</p> <p><b>Account number:</b> 02-0192-0122888-03</p> <p><b>Particulars:</b> Enter applicant name</p> <p><b>Code:</b> Enter address</p> <p><b>Reference:</b> Enter "Admin Fee"</p> <p>Date payment made _____</p> |

| Submitting your Application                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Please submit your completed Application by email to <a href="mailto:propertygroup@at.govt.nz">propertygroup@at.govt.nz</a>. You must attach each supporting document as a separate document in PDF format (not one PDF document containing all supporting documents).</p> <p>Applications also are accepted by post if sent to:</p> <p style="padding-left: 40px;">Auckland Transport<br/>Attn: Technical Property Services<br/>Private Bag 92250<br/>Auckland 1142</p> |

## Applicant's Acceptance

In completing and submitting this Application, you, the Applicant/s, agree to the terms and conditions set out in the schedule to this application form (see below).

Note:

1. All approval holders, licences, or encumbrancers must sign this form.
2. If the Applicant is a company with two or more directors, at least two directors must sign this form.
3. If the Applicant is a family trust, all of the trustees must sign this form.

| Name | Signature | Date |
|------|-----------|------|
|      |           |      |
|      |           |      |
|      |           |      |

## SCHEDULE

### Terms and Conditions

#### 1. Definitions

Unless the context requires otherwise, in these terms and conditions the following terms have the meanings set out next to them:

**Applicant** means the person or persons named in the “Applicant’s Details” section of this application form;

**Applicant’s Representative** means the person or persons (if any) named in the “Applicant’s Representative” section of this application form;

**Application** means the application for encroachment administration as set out in the “Administration Options” section of this application form;

**AT** means Auckland Transport;

**AT’s External Costs** has the meaning set out in clause 3.6;

**AT’s Internal Costs** has the meaning set out in clause 3.5;

**Default Interest Rate** means the default interest rate which is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 percent per annum;

**Fee** means any fee set by AT from time to time for processing an Application and any and all of AT’s Internal Costs and any and all of AT’s External Costs incurred by AT in processing the Application;

**Fee Deposit** means \$402.50 including GST;

**Privacy Policy** means AT’s privacy policy, as may be updated from time to time, which can be found here: <https://at.govt.nz/about-us/about-this-site/customer-privacy-policy/>;

**You** or **your** refers to the Applicant or Applicants as applicable.

#### 2. Application

- 2.1 You acknowledge that the Application will not be valid and will not be processed unless it is submitted on this application form which has been completed with all required supporting information to the email address or postal address set out in the “Submitting your Application” section of this application form.
- 2.2 You acknowledge that AT may decline the Application. If AT approves the Application, the approval may be subject to conditions determined by AT in its sole discretion.
- 2.3 If approval is given by AT, you agree to use your best endeavours to satisfy any conditions set out in that approval.

#### 3. Fees

- 3.1 **Fees:** The Applicant will be responsible for paying all Fees.

- 3.2 **Fee Deposit:**

- (a) The Fee Deposit must be paid upon submitting the Application.
- (b) AT will use the Fee Deposit to apply to offset any Fee. If the total Fees exceed the Fee Deposit you have paid, you will remain responsible for paying to AT all of the Fees. AT will send invoices to you periodically as the Application progresses for any and all Fees in excess of the Fee Deposit.

- (c) If AT approves or declines to approve an Application and the Fee Deposit is not exceeded in AT making that decision, AT will refund the balance of the Fee Deposit (being the difference between the Fee Deposit and the Fees for processing the Application) to the Applicant, provided that the balance of the Fee Deposit is equal to or greater than \$345 including GST.

**3.3 AT's Internal Costs:** AT's Internal Costs include but will not be limited to any costs of:

- (a) AT staff considering and processing the Application;
- (b) providing internal expert advice (which may be in addition to expert advice obtained from external providers);
- (c) conducting site visits;
- (d) conducting inspections (which may be conducted in addition to inspections conducted by external providers);
- (e) managing any approval conditions.

**3.4 Hourly rates:** In determining AT's Internal Costs, AT will use the following hourly rates for its staff:

| AT Staff Position by Pay Band | Hourly Rate<br>(including GST) |
|-------------------------------|--------------------------------|
| M                             | \$304.75                       |
| L                             | \$258.75                       |
| K                             | \$207.00                       |
| J                             | \$178.25                       |
| I                             | \$143.75                       |
| H                             | \$120.75                       |
| G                             | \$97.75                        |
| F                             | \$80.50                        |
| E                             | \$69.00                        |
| D                             | \$63.25                        |
| C                             | \$57.50                        |
| B                             | \$57.50                        |

**3.5 AT's External Costs:** AT's External Costs include, but will not be limited to, fees, charges and disbursements arising out of or in connection with:

- (a) external expert or specialist services in relation to valuation (including obtaining a registered valuation to determine any rent payable by you for your proposed use of part of the road corridor), inspections and the nature of the work provided to AT;
- (b) external legal services provided to AT; and
- (c) Land Information New Zealand searches and registrations made by AT.

- 3.6 **Invoices:** All invoices issued by AT must be paid by the 20<sup>th</sup> of the month following the date of invoice except for the Fee Deposit which must be paid upon submitting the Application to AT (before AT commences work on the Application).
- 3.7 **Default Interest:** If you default in payment of any monies payable under these terms and conditions for 7 days, you must pay on demand interest at the Default Interest Rate on the monies unpaid from the due date for payment until the date of payment.
- 3.8 **Debt Enforcement Costs:** You must pay all costs (including fees, disbursements and expenses) incurred by AT in the enforcement of any its rights contained in these terms and conditions including legal costs on a solicitor-client basis and any debt collection agency fees.

#### **4. Warranties**

- 4.1 You warrant that to the best of your knowledge:
- (a) all information set out in, and documents included with, the Application; and
  - (b) any other information and documents provided by you, your agents or the Applicant's Representative to AT,
- are true and correct.

#### **5. Information, Meetings and Privacy**

- 5.1 AT may request:
- (a) such further information and documentation from you; and
  - (b) that you, the Applicant's Representative and any of your consultants (such as a planner, architect or engineer) working on the Application attend meetings with AT,
- provided that such request is reasonably required to process the Application.
- 5.2 You agree that any information and documents provided by you may be used or disclosed as reasonably required by AT to process the Application.
- 5.3 Notwithstanding the Privacy Policy, you agree that:
- (a) if AT determines that third parties, such as the owners of adjoining or affected properties or the public, must be consulted on the Application, your personal information may be disclosed to those third parties but only to the extent reasonably necessary for AT to undertake an effective consultation; and
  - (b) your personal information may be shared with debt collection agencies for AT to collect any monies owed by you under these terms and conditions.

#### **6. Applicant's Representative**

You agree that the Applicant's Representative has authority to act on your behalf in relation to the Application.

#### **7. Termination**

- 7.1 If you:
- (a) do not respond to a request for information from AT within one calendar month of the date of the request being made;
  - (b) do not pay an invoice issued by AT within one calendar month of the due date of the invoice; or
  - (c) breach any provision of these terms and conditions,
- AT may give you one week's notice in writing terminating the Application.

7.2 If the Application is terminated:

- (a) If you still wish to proceed with the Application, you will be required to make a new application to AT and pay the applicable fee deposit. AT will refund the balance of any fee deposit that exceeds \$345 including GST.
- (b) Termination of the Application is without prejudice to AT's accrued rights. Any express rights under these terms and conditions are additional to any other right or remedy AT may have.
- (c) Any provisions intended to survive termination (including clauses 3 to 5 (inclusive), together with those other provisions of these terms and conditions which are incidental to, and required in order to give effect to, those clauses) will remain in full force and effect following termination.