

# Encroachment Approval Application Form



Use this form to apply for AT's approval to carry out works that encroach onto the road corridor.

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		
Applicant's Registered/Residential Address		
Applicant's Postal Address (if different to registered/residential address)		
Is the Applicant the adjoining landowner?	<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

Applicant's Property Adjoining the Proposed Works (if applicable)	
Property address (for the property adjoining the Proposed Works which will encroach onto the road corridor)	
Land use (commercial, residential or rural)	
Record of title identifier	

Proposed Works	
Name of the road on which the Proposed Works will encroach	
Description of the Proposed Works (please include the location of the Proposed Works, provide plans/drawings and continue in a separate document if necessary)	
Reason(s) why the Proposed Works cannot be accommodated on private property without encroaching onto the road corridor (please continue in a separate document if necessary)	

Affected Parties and Utilities	Yes	No
<p>Do the Proposed Works cross over the road frontage of another landowner's property?</p> <p>If you have answered 'yes' you must obtain consent in writing from each affected landowner by completing the Affected Landowner Consent form (<a href="https://at.govt.nz/media/1985551/affected-landowner-consent-form-may-2021.pdf">https://at.govt.nz/media/1985551/affected-landowner-consent-form-may-2021.pdf</a>) for each party and obtaining and attaching all documents</p>	<input type="checkbox"/>	<input type="checkbox"/>

necessary to confirm each affected landowner's consent to this application. If the encroachment is approved, you will also be required to arrange for a land covenant to be registered against the record of title to each affected landowner's property.		
<p>Will the Proposed Works affect any other persons? For example, the works might block the water views of another property or be in the road adjacent to another property.</p> <p>If 'yes' you may be required to consult with those persons on AT's behalf.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are any utilities located within the area of road in which the Proposed Works will be constructed?</p> <p>If you have answered 'yes', you must arrange consent from the affected utility providers.</p> <p>Please include a "Before-u-dig" report (<a href="#">Home - beforeUdig</a>) with this application.</p>	<input type="checkbox"/>	<input type="checkbox"/>

Supporting Documentation	Supplied
Record of Title to the applicant's property (search copy dated within the past 30 days)	<input type="checkbox"/>
Aerial map of property showing the boundary of the property with the area affected by the proposed encroachment clearly marked	<input type="checkbox"/>
Supporting plans and diagrams – as required under the Requirements and Specifications header on AT's Encroachment Webpage ( <a href="#">Road encroachment approvals</a> )	<input type="checkbox"/>
Affected Landowner Consent(s)	<input type="checkbox"/>
Utility operator consent(s)	<input type="checkbox"/>

Fee Deposit			
Application Type	Description	Fee Deposit (including GST)	Select
Minor encroachment	Minor works that are small in scale and not complex on the surface or in the subsoil or airspace of the road such as bollards and simple residential concrete pathways.	\$690	<input type="checkbox"/>
Standard encroachment	Works which are more than minor, but not major, on the surface or in the subsoil or airspace of the road such as canopies, retaining walls, steps, simple architectural features and other reasonably straightforward structures.	\$1,725	<input type="checkbox"/>
Major encroachment	Substantial or significant works that are complex or high risk on the surface or in the subsoil or airspace of the road such as ground anchors, parking platforms, substantial or complex retaining walls and batters and private accessways in paper roads.	\$2,875	<input type="checkbox"/>

<p><b>Payment</b></p> <p>AT requires the application fee deposit (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  <b>Account number:</b> 02-0192-0122888-03  <b>Particulars:</b> Enter registered owner initial and last name  <b>Code:</b> Enter property address  <b>Reference:</b> Enter "Encroach Fee"</p> <p>Date payment made _____</p>
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<p><b>Submitting your Application</b></p> <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>
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Applications also are accepted by post if sent to:

Auckland Transport  
Attn: Technical Property Services  
Private Bag 92250  
Auckland 1142

### 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. If the Applicant is an adjoining landowner, all of the registered owners of the adjoining land 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 Approval for the Proposed Works made by submitting this application form to AT;

**AT** means Auckland Transport;

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

**AT’s Internal Costs** has the meaning set out in clause 3.4;

**AT’s Encroachment Webpage** means AT’s Road encroachment approvals webpage as modified by AT from time to time, which can be found here: <https://at.govt.nz/about-us/working-on-the-road/road-processes-for-property-owners/road-encroachment-licences-or-leases/>;

**Bylaw** means the Auckland Transport Activities in the Road Corridor Bylaw 2022;

**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 the deposit for the Fees payable by the Applicant to AT upon submitting an Application;

**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/>;

**Proposed Works** means the works described in the “Proposed Works” section of this application form which will, whilst being undertaken and/or once completed, encroach onto the road corridor;

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

#### 2. Encroachment Approval

2.1 You acknowledge that the Application will not be valid and will not be processed unless it is submitted on this application form 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 your application is approved by AT, you agree to use your best endeavours to satisfy any conditions set out in that encroachment approval.

### 3. Fees

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

- 3.2 **Type:** AT will determine, at its sole discretion, whether the type of encroachment you have applied for is minor, standard or major.

3.3 **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; and
- (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.

- 3.4 **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); and
- (e) managing any approval conditions.

- 3.5 **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 (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

3.6 **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.

3.1 **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).

3.2 **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.

3.3 **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:

- (a) to the best of your knowledge:
  - (i) all information set out in, and documents included with, the Application; and
  - (ii) any other information and documents provided by you, your agents or the Applicant's Representative to AT,
 are true and correct; and
- (b) you have read and understood the information available on AT's Encroachment Webpage.

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

5.1 AT may request:

- (a) 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 Proposed Works 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 or pursuant to any approval given to you under the Bylaw.

## **6 Applicant's Representative**

6.1 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 obtain encroachment approval from AT, you will be required to make a new application to AT and pay the applicable fees. 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; and
- (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.