

# Encroachment Pre-Application Meeting Application Form



Use this form to apply for a pre-application meeting to discuss a proposed encroachment application.

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 |

| Applicant's Property Adjoining the Proposed Works (if applicable) |  |
|-------------------------------------------------------------------|--|
| Property address (for the property adjoining the                  |  |

|                                                          |  |
|----------------------------------------------------------|--|
| Proposed Works which will encroach on 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                                                                                    |  |
| Reason(s) why the Proposed Works cannot be accommodated on private property without encroaching on the road corridor |  |

| Supporting Documentation                                                                                                                                                  | Supplied                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Record of Title of the applicant's property (search copy dated within the past 30 days) (if applicable)                                                                   | <input type="checkbox"/> |
| Aerial map of property showing the boundary of the property and the area concerned 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"/> |

| Payment                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>AT requires the application fee of \$345 (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> |

**Account holder's name:** Auckland Transport

**Account number:** 02-0192-0122888-03

**Particulars:** Enter applicant name

**Code:** Enter address

**Reference:** Enter "Pre-app Fee"

Date payment made \_\_\_\_\_

### Submitting your Application

Please submit your completed Application by email to [propertygroup@at.govt.nz](mailto:propertygroup@at.govt.nz). You must attach each supporting document as a separate document in PDF format (not one PDF document containing all supporting documents).

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 a pre-application meeting;

**AT** means Auckland Transport;

**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/>;

**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 \$345 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 any information provided to you by AT during the pre-application meeting is advice only. AT does not provide any warranty that if you make a full encroachment application it will be approved.

### 3. Fees

- 3.1 **Fees:** The Fee must be paid upon submitting 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 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; or
- (b) 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.
- (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.