

Encroachment Approval Application Form



Use this form to apply for AT's approval to carry out works that encroach on 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		
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	

Land use (commercial, residential or rural)	
Record of title identifier	

Proposed Works	
Name of the road on which the works will be situated	
Description of the works (please include the location of the works and provide plans/drawings. Please continue in a separate document if necessary.)	
Reason(s) why the works cannot be accommodated on private property. (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 (https://at.govt.nz/media/1985551/affected-landowner-consent-form-may-2021.pdf) for each party and obtaining and attaching all documents 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>	<input type="checkbox"/>	<input type="checkbox"/>
<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"/>
Are any utilities located within the area of road proposed to be stopped?	<input type="checkbox"/>	<input type="checkbox"/>

<p>If you have answered 'yes', you must arrange consent from the affected utility providers.</p> <p>Please include a 'Before-u-dig' report with this application.</p>		
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Application Type	Fee Deposit (incl GST)	Select
Airspace Licence - Minor (e.g. a canopy)	\$1,725 for the first 14 hours	<input type="checkbox"/>
Airspace Licence – Major (e.g. an architectural feature)	\$2,850 for the first 25 hours	<input type="checkbox"/>
Subsoil Licence Minor	\$1,725 for the first 18 hours	<input type="checkbox"/>
Subsoil Licence Major (e.g. ground anchors)	\$2,875 for the first 25 hours	<input type="checkbox"/>
Construction and Maintenance Encumbrance – Minor (e.g. a low retaining wall supporting a driveway access)	\$1,725 for the first 14 hours	<input type="checkbox"/>
Construction and Maintenance Encumbrance – Major (e.g. paper road formation, large retaining walls, civil works)	\$2,875 for the first 25 hours	<input type="checkbox"/>
Pre-application Meeting - one hour meeting with AT staff. Additional staff time may be chargeable at an hourly rate.	\$345	<input type="checkbox"/>

Supporting Documentation	Supplied
Record of Title of 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 clearly marked	<input type="checkbox"/>
Supporting plans and diagrams – as required in Appendix 1 of the Encroachment Guidelines	<input type="checkbox"/>
Affected Landowner Consent/s (if not required, enter "N/A")	<input type="checkbox"/>
Utility operator consent/s (if not required, enter "N/A")	<input type="checkbox"/>

Payment

AT requires the application fee (including GST) to be paid with this application. A tax invoice will be issued when payment is received.

Use the details below when making your internet banking payment.

Account holder's name: Auckland Transport

Account number: 02-0192-0122888-03

Particulars: Enter registered owner initial and last name

Code: Enter property address

Reference: Enter "Encroach Fee"

Date payment made _____

Submitting your Application

Please submit your completed Application by email to 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 Encroachment Approval for the Proposed Works made by submitting this application form to AT;

AT means Auckland Transport;

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;

Encroachment Guidelines means the Guidelines for Road Encroachment Licences, 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/>;

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;

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 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 encroachment 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 You agree to pay:

- (a) at the time of lodging the Application, the application fee deposit specified in the Application for the type of application selected by you;
 - (b) for time spent by AT on the Application that exceeds the hours specified in the Application for the application type, you agree to pay AT's additional costs calculated using the following hourly rates (inclusive of GST):
 - (i) Specialist / Advisor / Coordinator - \$85 per hour;
 - (ii) Senior or Principal - \$110 per hour; and
 - (iii) Manager - \$125 per hour;
 - (c) if required by AT, AT's reasonable costs in obtaining a registered valuation to determine any rent payable by you for your proposed use of part of the road; and
 - (d) all other costs, charges and disbursements relating to the Application, including AT's reasonable legal costs.
- 3.2 All invoices issued by AT must be paid by the 20th of the month following the date of invoice provided that the application fee deposit must be paid before AT commences work on the Application.
- 3.3 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.
- 3.4 You must pay all expenses, disbursements and legal costs (on a solicitor-client basis), including any debt collection agency fees, incurred by AT in the enforcement of any its rights contained in these terms and conditions.

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 Encroachment Guidelines.

5. Information and Meetings

- 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 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. 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

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

7. Default

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;
- (b) any fees already paid by you will be non-refundable.

7.3 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.

7.4 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.