**LINZ Dealing Number:**

 **Client Reference:**

**PRIVATE CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN ELECTRONIC TRANSACTION**

*(This form is approved by the New Zealand Law Society and Registrar-General of Land.*

*For use by a non-publicly listed company or incorporated society, etc.)*

1. **TO LAW FIRM:**

*(Firm name)*

1. **CLIENT: Northpower Limited**

*(Registered name of corporate as per Certificate of Incorporation. Referred to as ‘the Client’.)*

**Full Name of Authorised Signatory:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **TRANSACTION:**

**Property Address:**

**Nature and Date of Base Document:**

**Is this transaction high risk? Yes/No**

(See Notes to the Form)

* The client is previously known to you or your ‘trusted colleague’ for \_\_\_\_\_\_\_years, or
* Attached is a document connecting the client to the property and a file note of the additional actions taken to verify identity.

**Instruments:**

* Covenant (No Supply)

Title Reference(s):

Covenanter(s):

Covenantee(s): Northpower Limited

1. **AUTHORITY AND INSTRUCTION:**

I confirm that:

(a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;

(b) this authority is binding on the Client;

(c) this form is for the transaction noted above;

(d) I am 18 years of age or over;

(e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;

(f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;

(g) as required by regulation 7 of the Land Transfer Regulations 2018 I irrevocably authorise and instruct you to register the instruments above as an electronic e-dealing; and

(h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this authority and instruction as if such instruments had been signed by me personally on behalf of the Client;

(i) I understand that the authorised transaction will become a matter of public record upon registration.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorised Signatory**  **Date**

*(Important note:* ***Each Signatory named must sign personally.*** *'For and on behalf' is not acceptable.)*

1. **SIGNATORY IDENTIFICATION:** *(Tick applicable ID. Person establishing identity to complete.)*

 NZ NZ NZ Other NZ

 Driver Passport Firearms government-

 Licence Licence issued photo ID

**Signatory \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_**

*(****Attach copy*** *of ID used or details (e.g. passport number) where copying not practicable.)*

I certify that:

(a) I have witnessed the signatory(s) sign this form;

(b) I have sighted the original form(s) of identity ticked above;

(c) I have attached a copy of ID(s) used;

(d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of person establishing identity** **Full name of person establishing identity**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Occupation**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone/Email Address**

**Notes to the form:**

1. Before making any certifications, Practitioners must comply with the requirements specified in *LINZS20018 Authority and Identity Requirements for E-Dealing Standard 2018* and *LINZG20775 Authority and Identity Requirements for E-Dealing Guideline 2018* (Guideline).
2. The forms of photo ID Practitioners can rely on are set out in Table 1 of s5 of the Guideline. The most common Safe Harbour options are a NZ drivers licence, NZ firearms licence and passport.
3. Attached copies of photo IDs must include the expiry date (recorded on the reverse side of the new drivers licence).
4. When using Equally Effective Means, Practitioners must record a file note of their decision to opt out of safe harbour and how the chosen means are effective – see Table 1 of s5 of the Guideline.
5. When delegating verification of identity, Practitioners must record a file note demonstrating how the delegate is an independent, trusted person upon whom the Practitioner can reasonably rely – see s4.6 of the Guideline.
6. Guidance on high risk transactions can be found in ss 4.1.1.1, 4.2.1, 4.2.2 and 4.3 of the Guideline. If a transaction appears on the face of it to be high risk the practitioner must either confirm the client is personally known to them, otherwise record a file note documenting the additional steps taken to verify identity and obtain a document connecting the client to the property.
7. When using audio-visual technology to verify identity, modify section 5 of the form as per the guidance in s4.7 of the Guideline.
8. Where the client is signing this form under a Power of Attorney the identity that is required to be established is that of the attorney - see also the guidance in s3.1.2 of the Guideline. Attach a copy of the PA (if it is not deposited with LINZ) and the relevant certificate of non-revocation of PA.
9. The full legal name of the corporate as registered must be used.
10. A faxed copy of this form is acceptable [refer to guidance in the New Zealand Law Society’s Property Law Section *Property Transactions and E-Dealing Practice Guidelines* (PLS Guidelines)].
11. The consent of prior mortgagees, lessors, etc. may be necessary to avoid a breach of covenants.
12. This form is derived from the PLS Guidelines.

|  |
| --- |
|  **Covenant Instrument to note land covenant** (Section 116(1)(a) & (b) Land Transfer Act 2017) |
| **Covenantor** | *Surname(s) must be underlined*. |
|  |
| **Covenantee** | *Surname(s) must be underlined.* |
| Northpower Limited |
| **Grant of Covenant**  |
| **The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). |
| **Schedule A** | *Continue in additional Annexure Schedule if required.* |
| Purpose of covenant  | Shown (plan reference)  | Burdened Land (Record of Title)  | Benefited Land (Record of Title) or in gross  |
| Land Covenant in gross requiring the Covenantor to acknowledge that no electricity is supplied to the Burdened Land | [ ] on DP [ ] | [ ] | In gross |
| **Covenant rights and powers (including terms, covenants and conditions)** | *Delete phrases in [ ] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.* |
| The provisions applying to the specified covenants are those set out in the  [~~Memorandum number , registered under section 209 of the Land Transfer Act 2017].~~Annexure Schedule. |

**Annexure Schedule**

**Insert type of instrument**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Covenant | Dated |                                   | Page |  | of |  | Pages |

*Continue in additional Annexure Schedule, if required*

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# BACKGROUND

1. The Covenantor is registered as owner of an estate in fee simple in the Land, which is situated in the Council's district.
2. The Covenantor requested the Council to consent to a plan of subdivision in terms of a plan lodged for deposit at Land Information New Zealand.
3. The Council agreed to consent to that subdivision on condition amongst other things that the Covenantee's requirements were met.
4. The Covenantee required the Covenantor to make any prospective purchaser of the Land aware that no Electricity Supply has been made available to the Land, and required the Covenantor to enter into this Covenant to secure compliance by the Covenantor (including all successors in title) with the obligations set out in this Covenant.
5. The Council therefore agreed to consent to the subdivision on the condition (amongst other things) that the Covenantor enters into and registers this Covenant.

# OPERATIVE PROVISIONS

# INTERPRETATION

In this Covenant unless the context indicates otherwise:

* 1. **Definitions**

### “Council” means the territorial local authority for the area in which the Land is situated;

### “Electricity Supply” means an electricity supply that is provided to the boundary of the Land and meets the written approval of the Covenantee;

### “Covenant” means this Covenant Instrument;

### "Covenantee" means Northpower Limited and includes its successors and its officers and agents;

### "Covenantor" means the person named as the Covenantor in this Covenant and includes any successors in title to the Land from time to time;

### "Land" means the Covenantor's land described on the front page of this Covenant as the “Burdened Land”;

## Defined Expressions: expressions defined in the main body of this Covenant have the defined meaning in the whole of this Covenant including the background;

## Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

## Plural and Singular: words importing the singular number include the plural and vice versa.

**Annexure Schedule**

**Insert type of instrument**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Covenant | Dated |                                   | Page |  | of |  | Pages |

*Continue in additional Annexure Schedule, if required*

# COVENANTS

## The Covenantor for itself and its successors in title covenants with the Covenantee:

### that no Electricity Supply is available to the Land;

### that the Covenantee shall not at any time be obliged to provide any Electricity Supply to the Land and the Covenantee is released from any liability to the Covenantor in relation to the provision of Electricity Supply to the Land; and

### prior to disposing of the Land the Covenantor will advise the person(s) purchasing or acquiring the Land that no Electricity Supply is available to the Land.

# DISCHARGE

The Covenantee will discharge this Covenant if the obligations in clause 2 become obsolete. The Covenantor acknowledges that the Covenantor will not otherwise be entitled to a discharge of this Covenant during the term of this Covenant and the terms of this instrument are of a permanent nature.

# COSTS

The Covenantor will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this Covenant, and in respect of any consents sought by the Covenantor from the Covenantee to the registration of any instrument, and will indemnify the Covenantee against all claims and proceedings arising out of any breach by the Covenantor of any of its obligations under this Covenant.

# LIABILITY

The liability of any given Covenantor under this Covenant is limited to obligations and liabilities accruing during their time as registered owner of the Land and ceases (except for any obligation or liability which has arisen during their time as registered owner) upon transfer of the Land.

# CONSENT OF COVENANTEE

The Covenantee hereby consents (without having to execute a further consent instrument) to the registration of any instrument executed by the Covenantor in respect of the Land against the Record of Title(s) for the Land, provided such instrument ranks in priority behind this Covenant.

# General

* 1. The rights and obligations of the Covenantee under this instrument may be transferred by the Covenantee.
	2. If any person challenges the enforceability of this instrument, or for any reason this instrument is required to be discharged or removed from the record of title of the Land, while the obligations under this instrument are, or would be, on the face of the wording of this instrument still required to be performed or observed, then the Covenantor will accept, execute, deliver, and register against the record of title of the Land (if applicable) any documents or interests, and to do all other things, as are reasonably required by the Covenantee to secure the due performance and observance of the obligations expressed to operate under this instrument on the face of the wording of this instrument.