**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 and Northpower Fibre 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.

**Easement Instrument to Surrender Easement**

Grantor(s):

Grantee(s): Northpower Limited and Northpower Fibre Limited

Title Reference(s):

Nature/Purpose: Right to Convey Electricity and Telecommunications

DP number:

1. **AUTHORITY AND INSTRUCTION:**

I confirm that:

1. I am properly and duly authorised by law to sign this Authority on behalf of the Client;
2. this authority is binding on the Client;
3. this form is for the transaction noted above;
4. I am 18 years of age or over;
5. the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
6. the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
7. as required by regulation 7 of the Land Transfer Regulations 2018 I irrevocably authorise and instruct you to register the instruments above as an e-dealing;
8. 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;
9. 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).*

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

Driver Passport Firearms Other 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:

1. I have witnessed the signatory(s) sign this form;
2. I have sighted the original form(s) of identity ticked above;
3. I have attached a copy of ID(s) used;
4. 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.

Form 23

**Easement instrument to surrender Easement or Profit *à* prendre**

(Section 109 Land Transfer Act 2017)

**Grantee**

|  |
| --- |
| Northpower Limited and Northpower Fibre Limited |

**Grantor**

|  |
| --- |
|  |

**Surrender of Easement, or *Profit à prendre***

|  |
| --- |
| The Grantee**,** being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrendersto theGrantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre* |

**Schedule A** *Continue in additional Annexure Schedule, if required*

|  |  |  |  |
| --- | --- | --- | --- |
| Purpose of Easement, or*Profit*  |  Creating Instrument number | Burdened Land (Record of Title)[[1]](#footnote-1) | Benefited Land(Record of Title)[[2]](#footnote-2) or in gross |
|  |  |  |  |

1. If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part. [↑](#footnote-ref-1)
2. If only part of the benefited land is to be surrendered, include the full legal description of that part. [↑](#footnote-ref-2)