**Entry Agreement – Inspection and noise assessment**

Agreement made this [date] day of [month] 20[year]

Between The New Zealand Transport Agency (the ‘NZTA’)

and [owners name(s)] (the ‘Owner’)

It is agreed that the NZTA may in consideration of the sum of ten cents ($0.10), receipt of which is acknowledged, enter and re-enter the Property subject to this Agreement at all times with or without such assistants, machinery and equipment as are necessary for the purpose of the inspection and noise assessment of the Owner’s Property, as set out in the Schedule hereto (‘The Works’). The Works are being undertaken to enable the assessment of road-traffic noise, and the design of acoustics treatment if required, in accordance with NZS 6806:2010 and the conditions of the NZTA’s designation for the [insert name] project (‘Project’) in the [name of district] plan.

The period of entry is from the date of this Agreement to [date] 20[year] (the ‘Expiry Date’). Entry will be between the hours of 8 am and 6 pm, Monday to Friday, excluding public holidays. When entry is made the NZTA will use its best endeavours for the Works to be completed within a [number of days] day period.

The Property subject to this Agreement is located at [address], and described as Lot [number and reference] being part of the land contained in Computer Freehold Register [register number] ([name of registry] Land Registry) and is shown on the attached plan (the ‘Property’).

The Owner’s interest in the property described above is that of fee simple owner.

1. The Agreement shall be subject to the conditions set out in the Schedule.
2. This Agreement shall not be binding on the NZTA until signed on behalf of the NZTA.

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| Signed by: | In the presence of: |
| ……………………………………………………………….*Signature of Owner* | ……………………………………………………………….*Signature of witness* |
| ……………………………………………………………….*Name of Owner*Date [day] / [month] / [year] | *Witness name ……………………………………………………**Occupation ……………………………………………………**Address ……………………………………………………* *……………………………………………………* |
| Signed by: | In the presence of: |
| ……………………………………………………………….*Signature of Authorised Officer* | ……………………………………………………………….*Signature of witness* |
| ……………………………………………………………….*Name of Authorised Officer* | *Witness name ……………………………………………………**Occupation ……………………………………………………**Address ……………………………………………………* *……………………………………………………* |
| For and on behalf of the New Zealand Transport Agency acting pursuant to delegated authority pursuant to the Crown Entities Act 2004. |

**Schedule**

1. The Works will comprise:

	1. [Describe the noise assessment, including location, equipment to be used and methodology. Attach a schematic plan if necessary. A generic description is provided as follows:] Noise measurements will be made using two sets of equipment simultaneously, one outside the main building on the property and one inside. The equipment will be portable, battery-operated and mounted on tripods. [Number of outside locations] locations will be used outside and [Number of inside locations] inside. Each measurement will be typically 15 minutes in duration.
	2. [Describe the site inspection. Attach a schematic plan if necessary. A generic description is provided as follows:] A site inspection will examine the layout of the Property; the construction of the windows, the walls and roof; and measure the dimensions of the spaces. The inspection will not remove or disturb any parts of the building and will only utilise existing access points.
2. The Owner does not wish to:

	1. [Describe any restrictions the Owner wishes to place on the site inspection and noise assessment, for example times of day or rooms not to be used.]
3. The NZTA shall give the Owner prior written notice of not less than 10 working days of its intention to enter upon the Property for the first time pursuant to this Agreement. The NZTA may thereafter enter, re-enter and remain in occupation of the Property for the purposes set out in this Agreement without serving further notice on the Owner but shall, in good faith, consult with the Owner as to the timing of the Works.