



Electronic Signing Guidelines for New Zealand

This guide sets out our recommendations on which documents should be signed electronically.

Part 4 of the Contract and Commercial Law Act 2017 (**CCLA**) (previously the Electronic Transactions Act 2002) clarifies the legal requirements regarding electronic signatures.

When can an Electronic Signature be used?

Subject to a few exceptions referred to further below, the general position under the CCLA is that electronic signatures can be used and will be considered just as valid as written signatures as long as certain requirements are met and the parties consent. This means in practice you can sign the following documents electronically:

- Agreement for Sale and Purchase of Real Estate;
- Commercial agreements;
- Leasing documentation;
- Director resolutions;
- Shareholder resolutions; and
- Trustee Resolutions

When can't an Electronic Signature be used?

Schedule 5 of the CCLA provides a list of examples where an electronic signature cannot be used. These include but are not limited to:

- Wills, codicils or other testamentary instruments;
- Affidavits;
- Statutory Declarations;
- Other documents that are given on oath or affirmation;
- Powers of Attorney and Enduring Powers of Attorney; and
- Information that is required to be given in writing in person, unless the person receiving the electronic signatures consents.

General Guidelines

Companies Document Type

Agenda	Yes
Certificates	Yes
Constitutions	Yes
Forms (excl Statutory declaration, forfeiture)	Yes
Directors Minutes	Yes
Shareholders Minutes	Yes
Notices	Yes
Consents	Yes
Directors Resolutions	Yes
Shareholders Resolutions	Yes
Other (Creditor) Resolutions	Yes
Checklists	Yes

Trust Document Type

Trust Deeds	No
Minutes & Resolutions	Yes
Letters	Yes
Will	No
Powers of Attorney	No
Checklists	Yes