

CAR PARKING LICENCE AGREEMENT TERMS & CONDITIONS

ITEM 1: TERM OF LICENCE

- 1.1 The University of Otago as Licensor (hereinafter referred to as "the University") agrees to grant a car park Licence ("the Licence") to the Licensee from the Commencement Date until this licence is terminated on the terms and conditions contained in this Agreement.
- 1.2 **The Licence may be terminated at any time by either party giving to the other not less than two weeks notice, in writing.**
- 1.3 The Licensee acknowledges that the University need not provide any reason for termination.
- 1.4 In the event the licence is terminated pursuant to Items 1.2 or 10, any licence fees paid in advance from the date of termination shall be promptly refunded to the Licensee provided that should the Licensee owe any sums to the University under this licence at that time, the University shall first be entitled to set these off against such advance paid licence fees.

ITEM 2: LICENCE FEE

- 2.1 The fee payable for a car park shall be payable in advance in accordance with the current Schedule of Fees. (See Item 3)
- 2.2 The Licence fee may be reviewed at any time. The Licensee will be given 1 month's notice prior to the new charges taking effect. Any changes will be advised by e-mail or post. Arrangements for the payment of the revised fee must be completed and in place by the date specified, otherwise the Licensee will be deemed to be in breach of the Licence in terms of Item 10.
- 2.3 Where an advance payment period passes through the fee change date, the payments will be adjusted accordingly.

ITEM 3: REVIEW OF LICENCE

- 3.1 These Licence terms may be reviewed by the University at any time with any amendments taking effect two weeks after the Licensee has been advised of them by e-mail or post.

ITEM 3: HOURS OF ACCESS TO, EGRESS FROM THE CAR PARK

Days: Monday to Friday (unless deleted & signed by both parties)

Hours: 7:30am to 5:30pm (unless deleted & signed by both parties)

- 4.1 The Licensee has the exclusive use of the car park during the hours above. The licensee acknowledges that outside of the above days and hours anyone may have use of the park.
- 4.2 The Licensee uses the car park entirely at their own risk. Any loss or damage sustained to personal or University property while parked, entering or exiting the car park is the sole responsibility of the Licensee. All costs for the repair or making good of any damage are the responsibility of the Licensee.

ITEM 5: PERMITTED USE

- 5.1 The Licensee must not park more than one vehicle in a car park at a time.

ITEM 6: NON-ASSIGNMENT

- 6.1 The Licence is personal to the Licensee and shall not be transferred, assigned or sublicensed except in special circumstances such as parental or sabbatical leave and then with written approval from Property Services.

ITEM 7: TEMPORARY TERMINATION

- 7.1 If the University temporarily requires the car park or requires the Licensee to relocate/vacate your car park for

any reason whatsoever, the Licensee must act in accordance with the University's request.

- 7.2 The University will provide not less than 24 hours notice of its intention to temporarily utilise the agreed car park.
- 7.3 The University will make every effort to provide an alternative car park, if available.

ITEM 8: YOUR OBLIGATIONS

- 8.1 The Licensee must not obstruct any other vehicle or persons from using the car park.
- 8.2 The Licensee or any person authorised by the Licensee to use the car park will not drop rubbish, debris or spill or permit to be spilled any harmful substances on or in the car park or any part of the common car parking area.
- 8.3 The Licensee must advise Property Services promptly of any change of address, e-mail, telephone or vehicle registration.
- 8.4 You must ensure any vehicle that you or any authorised driver parks in the car park:
- 8.4.1 Has a current warrant of fitness and motor vehicle registration.
- 8.4.2 Is roadworthy and able to be driven under its own power.
- 8.4.3 Does not present any danger or risk to other vehicles or persons of the car park.

ITEM 9: DETAILS FOR TOWAGE OF OFFENDING VEHICLES

- 9.1 If an unauthorised vehicle is obstructing the Licensee's allocated car park, the Licensee may telephone Property Services Help Desk on extrn. 8003, requesting the offending vehicle be towed. The Licensee must advise the Help Desk of:
- 9.1.1 Location and number of the car park.
- 9.1.2 Make and model of the offending vehicle.
- 9.1.3 Registration and colour of the offending vehicle.
- 9.2 The University will not be liable for any costs or damage incurred during the removal process.
- 9.3 The Licensee must not block the offending vehicle.
- 9.4 The Licensee must find their own alternative parking until such time as the offending vehicle is removed.
- 9.5 Only the Licensee or nominated persons may request a tow away.

ITEM 10: BREACH OF LICENCE

- 10.1 If the Licensee fails to pay the fee or any other costs or fails to comply with any terms or conditions of this Licence the University may immediately, without notice, terminate this Licence. Any additional costs incurred will be at the Licensee's expense.
- 10.2 On termination of this Licence as set out above, the University will be entitled to deny the Licensee access to the car park. The car park may then be allocated to another party.

ITEM 11: USE OF INFORMATION

- 11.1 The Licensee agrees that the University may supply any debt collection agency with information about the Licensee which relates directly to the subject matter of this agreement and its enforcement, and may obtain such information from third parties on the authority of this agreement.

ITEM 12: NOTICES

- 12.1 Any notice which the Licensee is required to give the University should be delivered to Property Services or posted to the address contained on this Licence.
- 12.2 Any notice which the University is required to give to the Licensee shall be by e-mail or posted to the address of the Licensee set out in this agreement, unless advised otherwise.

ITEM 13: REFERRAL TO OTHER POLICIES

- 13.1 It is important that this Licence Agreement be read in conjunction with the following policies. Copies of the

policies below are available from the Property Services web site. www.propserv.otago.co.nz

- 13.1.1 University of Otago Parking Policy
- 13.1.2 New Parents Car Parking Policy
- 13.1.3 Disabled Information and Support Policy
- 13.1.4 Traffic and Parking Regulations