

# PARK N RIDE 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 Licence to Park in the Park n Ride Park ("the Licence") to the Licensee for a term from the Commencement Date to the 1st day of February next, and thereafter annually from 1<sup>st</sup> February in each year 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 A permit will be issued which must be displayed on the vehicle when using the Park.

### ITEM 2: LICENCE FEE

- 2.1 The fee payable for a Park n Ride permit shall be payable in advance in accordance with the current Schedule of Fees.
- 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.

### 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.
- 3.2 This is an annual licence for the year commencing 1 February until 31 January subject to earlier termination and/or review terms.

### ITEM 4: HOURS OF ACCESS TO, EGRESS FROM THE CAR PARK

- Days: Monday to Friday (excluding statutory public holidays)  
Hours: 7:30am to 7:30pm
- 4.1 The Licensee has the right to use one park located in the Park n Ride Park during the hours above. Notwithstanding this right, the University shall have no liability if, on any occasion and for any reason, there is not a vacant park immediately available to the Licensee.
- 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 the Park n Ride 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.

### ITEM 7: TEMPORARY TERMINATION

- 7.1 If the University temporarily requires the car park or require the Licensee to relocate/vacate the 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 suspend this Licence.
- 7.3 The University will make every effort to provide an alternative car parking opportunity, 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 spilt 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 or the car park.
- 8.5 The Licensee must display the Permit on the windscreen at all times when using the Park.

### ITEM 9: DETAILS FOR TOWAGE OF OFFENDING VEHICLES

- 9.1 If an unauthorised vehicle is obstructing the Licensee's car or is occupying a park in the Park n Ride Park, the Licensee may telephone Property Services Help Desk on extn. 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.

### ITEM 10: BREACH OF LICENCE

- 10.1 If the licensee fails to pay the fee or any other costs or fail to comply with any terms or conditions of this Licence the University may immediately, without notice, terminate this Licence.
- 10.2 On termination of this Licence as set out above, the University will be entitled to deny the Licensee access to the Park n Ride car park.

### 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.ac.nz](http://www.propserv.otago.ac.nz)
- 13.1.1 University of Otago Parking Policy
  - 13.1.2 Traffic and Parking Regulations