

WAI-TE-ATA ROAD CAR PARKING USAGE AGREEMENT

TERMS & CONDITIONS

Definitions

Car parking area: An area with multiple car parks, which may include one or more different types of parks.

The current car parking area is along Wai-te-ata Road, accessible off Salamanca Road.

1: TERM OF LICENCE

- 1.1 Victoria University Wellington Students Association (hereinafter referred to as "VUWSA") provides car parks in order to assist the smooth functioning of the Victoria University of Wellington (hereinafter referred to as "The University"), and to help manage the environmental effects of parking on the campus and surrounding neighbourhood. There is no obligation to provide all Students or any particular individual with a car park.
- 1.1 VUWSA 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.

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 (held at VUWSA).
- 2.2 The Licence fee may be reviewed annually.

3 REVIEW OF LICENCE

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

4 HOURS OF ACCESS TO, EGRESS FROM THE CAR PARK

- 4.1 HOURS OF ACCESS TO, EGRESS FROM THE CAR PARK
Days: Monday to Friday
Hours: 7:00am to 7:00pm
- 4.2 The Licensee does not have the exclusive use of the car park during the hours above. The Licensee has the right to park in the car parking area, there is not a guarantee that there will be a free carpark.
- 4.3 The licensee acknowledges that outside of the above days and hours anyone may have use of the park.
- 4.4 The Licensee uses the car park entirely at their own risk. Any loss or damage sustained to personal, VUWSA 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.

5. PERMITTED USE

5.1 The Licensee must display their parking permit when using the car parking area

5.1.1 Failure to display the permit may mean your vehicle receives an infringement notice, is clamped or towed.

5.2.2 VUWSA will not be held liable if your vehicle incurs a parking fine, is clamped or towed.

6: NON-ASSIGNMENT

6.1 The Licence is personal to the Licensee and shall not be transferred, assigned or sublicensed.

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 48 hours notice of its intention to temporarily utilise the agreed car park area.

7.3 The University will make every effort to provide an alternative car park area, if available.

8: YOUR OBLIGATIONS

8.1 The Licensee must not obstruct any other vehicle or persons from using the car park area.

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 VUWSA promptly of any change of address, e-mail, telephone.

8.4 You must ensure any vehicle that you or any authorised driver parks in the car park. Does not present any danger or risk to other vehicles or persons or the car park.

9. PARKING

9.1 Any vehicle parked in breach of these Regulations, or in a manner which does not conform to markings or signage, may be removed without notice. Any vehicle so removed may be recovered only upon the payment of all costs incurred in the removal of the vehicle from its unauthorised position.

10: USE OF INFORMATION

11.1 The Licensee agrees that VUWSA may supply the University with information about the Licensee which relates directly to the subject matter of this agreement and its enforcement.

ITEM 12: NOTICES

- 12.1 Any notice which the Licensee is required to give the University should be delivered to: VUWSA Level 4. Student Union Building, Kelburn Campus, Victoria University or by e-mail to kelburn@vuwsa.org.nz.
- 12.2 Any notice which the VUWSA is required to give to the Licensee shall be by e-mail, unless advised otherwise.