



1. Applicant details

1a. Full name of payee
First name(s) Surname

1b. Company name (if payee)

1c. Full name of contact person
First name(s) Surname

1d. Payee postal address (include postcode)

1e. Payee contact details
Mobile Work phone Home phone

1f. Payee email

1g. Vehicle registration number(s)
First Second
Third Fourth
Fifth Sixth

1h. Commencement date

1i. I request a licence to occupy a car park at (tick one):

Powderham car park
Monday to Saturday
8am - 5pm
(close to the Police station)

Central car park
Monday to Saturday
8am - 5pm
(across from TSB Showplace)

Lower Courtenay car park
Monday to Saturday
7am - midnight
(below The Warehouse)

Carrington/Vivian car park
Monday to Friday
8am - 5pm
(behind The Mill)

Molesworth car park
Monday to Saturday
8am - 5pm
(foreshore, opposite Gover Street)

Courtenay Street
Monday to Saturday
8am to 5pm
(on the main street outside
New World)

2. Payment

| Frequency | Method | Payment start date |
|-----------------|--------------|--------------------|
| | Direct debit | |
| Weekly | | |
| Fortnightly | | |
| Monthly | | |
| Payment in full | | |

Payment will be calculated as follows:

- Annual payment is based on occupancy for 52 weeks of the year.
 - Lower Courtenay at total annual payment of \$2,548.00.
 - Powderham, Central and Molesworth at total annual payment of \$1,560.00.
 - Carrington/Vivian (behind The Mill) at total annual payment of \$1,248.00.
 - Courtenay Street (outside New World) at total annual payment of \$2,548.00.
- A licence to occupy commencing during the financial year shall be invoiced pro-rata from the first Monday of the remaining financial year. The financial year commences 1 July and ends on 30 June of each year.
- An annual invoice will be issued on or about 1 July of each year. A separate invoice will be issued for a lease commencing during the financial year.

OFFICE USE ONLY

| | | | | | |
|---------------|----------------------|--------------|----------------------|---------------|----------------------|
| Date received | <input type="text"/> | Car space # | <input type="text"/> | Application # | <input type="text"/> |
| Time received | <input type="text"/> | Cards issued | <input type="text"/> | Debtor # | <input type="text"/> |
| Received by | <input type="text"/> | Document # | <input type="text"/> | Date issued | <input type="text"/> |

3. Terms and Conditions for a licence to occupy a parking bay

New Plymouth District Council (NPDC) agrees to provide the applicant (the licensee) with a licence to occupy a parking bay (licence) on the terms and conditions set out below:

1. Licence conditions

- a. This licence entitles the licensee to occupy a specifically numbered bay at a nominated NPDC car park, from Monday to Saturday inclusive. The exceptions are the Carrington/Vivian car park, which is open Monday to Friday inclusive and the Lower Courtenay Street car park, which is open Monday to Sunday inclusive.
- b. This licence does not create any tenancy, lease or interest in the parking bay or the designated car park.
- c. This licence does not give the licensee exclusive use of the parking bay and other vehicles may park in the parking bay outside of the days or times specified by this licence.
- d. NPDC may at its sole discretion allocate to the licensee a different parking bay in lieu of the allocated parking bay.
- e. NPDC may at its sole discretion request an accredited credit report on the applicant or the applicant's company.
- f. The applicant, by accepting these terms and conditions, authorise NPDC to use the personal information supplied for credit checking purposes only.
- g. The applicant may have access to, and request correction of the applicant's personal information.

2. New Plymouth District Council's responsibilities

- a. NPDC may issue a parking infringement notice to any vehicle not included on this licence or not displaying a valid licence card or which otherwise fails in some way to comply with the operational instructions issued by NPDC.
- b. NPDC may, for property maintenance purposes, request the licensee to vacate their allocated parking bay.
- c. In the event of an unauthorised vehicle being parked in the allocated parking bay during the term of this licence, NPDC may issue a parking infringement notice while the vehicle remains parked and shall not be obliged to remove the vehicle.

3. Licensee's responsibilities

The licensee agrees to:

- a. Pay the licence to occupy fee as set by NPDC.
- b. Provide information to NPDC that is correct and complete.
- c. Inform NPDC of any change of address and/or vehicle registration number. Contact NPDC on 06-759 6060.
- d. Park only in the allocated parking bay.
- e. Comply with all operational instructions issued by NPDC.
- f. Not assign, sub-let or transfer any of the rights or responsibilities under this licence to another party.
- g. Not park, obstruct or impede access to any other licensed parking bay or other persons using the car park.
- h. Comply with NPDC bylaws.
- i. Comply with any rules/regulations as NPDC may prescribe in respect of the car park to ensure the safe and efficient operation of the car park facility.
- j. Only use the car park for the purpose of parking at any one time, one normal motor vehicle owned or used by the licensee.
- k. Not carry out any maintenance, wash any vehicle, spill oil or other damaging substances anywhere in the parking bay or car park.
- l. On demand, reimburse NPDC the cost of making good any damage caused by the licensee to the surface of the parking bay or car park.
- m. Ensure that everyone issued with a card as part of this licence also meets these responsibilities.

4. Term

- a. This licence to occupy commences on the date on which the licence card(s) is issued to the applicant and continues until terminated in accordance with the terms and conditions of this licence.

5. Lease car park hours

| | |
|--|---|
| Lower Courtenay Street car park (below The Warehouse) | Open 7am to midnight Monday to Saturday |
| Powderham car park (between Vivian and Powderham streets) | Open 8am to 5pm Monday to Saturday |
| Central car park (between Devon and Powderham streets opposite TSB Showplace) | Open 8am to 5pm Monday to Saturday |
| Carrington/Vivian street car park | Open 8am to 5pm Monday to Friday |
| Molesworth car park (Molesworth Street) | Open 8am to 5pm Monday to Saturday |
| Courtenay Street (street car park) | 8am to 5pm Monday to Saturday |

3. Terms and Conditions for a licence to occupy a parking bay - continued

6. Fees and payment

- a. The licence fee is the fee stated on the application form.
- b. The first payment of the licence fee shall be made on the commencement date of this licence and thereafter paid as agreed to in the application form.
- c. NPDC may review the licence fee at any time and may increase the fee upon four weeks' written notice to the licensee.
- d. The new fee shall become payable to NPDC from the date specified in the written notice.
- e. If the licence fee payment is in arrears by more than seven days, a written default notice will be provided to the licensee.
- f. Failure to pay the licence fee within the specified time (seven days) shall result in termination of the licence and the licensee's card(s) will be cancelled until full payment of the outstanding licence fee is made.
- g. A parking infringement notice may be issued if the licensee continues to use the parking bay after cancellation of the licensee's card(s).

7. Termination

- a. The licensee may terminate this licence by emailing NPDC, giving seven days' written notice. Upon receipt of such notice, the licence agreement will end, the licensee's card(s) will become void, and all charges will cease at the end of the billing cycle.
- b. NPDC may terminate this licence without any notice, if the licensee does not meet their payment obligation or otherwise fail to meet the terms and conditions of the licence.
- c. Termination of this licence shall not release the licensee from any outstanding payment obligation.
- d. NPDC may cancel this licence subject to providing the licensee three months' written notice.
- e. Upon cancellation of this licence NPDC shall refund to the licensee monies paid in advance for the parking bay.
- f. NPDC reserves the right not to reinstate or issue the licensee (or their agent) another parking bay licence where that licence has been terminated for non-payment.

8. Risk and indemnity

- a. The licensee and any person authorised by the licensee to use the parking bay shall use the car park and parking bay at their own risk in every respect.
- b. NPDC shall have no liability to the licensee or any other person accessing the parking bay for any vehicle damage or loss whatsoever suffered by the licensee or any other person when accessing the parking bay.
- c. The licensee and any other person authorised by the licensee indemnifies NPDC against all damage to property or loss or claims of any kind sustained or received by the licensee or that other person arising from the use of the car park.

4. Applicant's declaration

- I have read and understood and agree to being bound by the terms and conditions of the licence to occupy.
- I confirm that I am permitted to park only those vehicles listed on this application and that any unauthorised vehicle may be ticketed by NPDC.
- I agree to keep NPDC informed as to my current postal address and vehicle registration.

Signature of applicant

Date