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| Policy Type: | Administrative |
| Date Adopted: | 10 April 2012 |

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| Policy No: | ET542 |
| Date Last Reviewed: | 10 April 2012 |

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| Legal (Parent):' |
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| Legal (Subsidiary): |
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| ADOPTED POLICY | |
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| Title: | PARKING STATION ON PRIVATE LAND |
| Objective: | To allow the City of Canning to take action against motorists parking their vehicles on private land without the consent of the private land owner |

1.0 Preamble

- 1.1 The City of Canning Parking Local Law 2010 allows a Parking Station on Private Land Agreement (Agreement) between the City and a private land owner to apply the City of Canning Parking Local Law 2010 to private land in the form of a Parking Station on Private Land.
- 1.2 A Parking Station on Private Land means any land or structure provided for the purpose of accommodating vehicles, with or without charge, but does not include a metered zone or metered bay.

2.0 Parking Station on Private Land

- 2.1 The private land owner grants permission for the City's Authorised Person to enter private land to enforce the provisions of the Parking Local Law 2010 through an Agreement, entered into between the owner of the private land and the City.
- 2.2 This Agreement enables the provisions of the Parking Local Law 2010 to extend onto the agreed private land where an Authorised Complainant can request the City's Authorised Person, subject to the Authorised Person's discretion, to issue an infringement notice.

3.0 Application Process

- 3.1 A Managing Agent/private land owner must complete a Parking Station on Private Land Application (Application) accepting conditions of operation and requirements to operate a Parking Station.
- 3.2 A plan indicating the location of the parking area, property boundaries, buildings, location of signs, parking bay layout, the number of bays and access/egress.

4.0 Conditions of Agreement

- 4.1 All signs displayed on private land to which an Agreement applies must be installed and maintained in accordance with the Agreement and be approved by the City.
- 4.2 The owner is responsible for the supply, erection, maintenance and all cost associated with signs related to the Agreement, regardless of how those costs are incurred.
- 4.3 Signs associated with the Agreement must be approved by the City.
- 4.4 The City may request that the parking signs, associated with the Agreement be relocated or amended from time to time at the owners cost.
- 4.5 A minimum parking time limit within the Parking Station on Private Land will be one hour.

5.0 Managing Agent

- 5.1 If a Managing Agent is to act on the owner's behalf in relation to this Agreement, the owner must provide the City with a signed letter of authority authorising the Managing Agent to act in relation to all matters to do with the Agreement.

5.2 In relation to strata land, a Managing Agent will be recognised under the Agreement if appointed by a majority resolution in a general meeting of the body of governing owners. Written evidence of the appointment, such as body corporate minutes, will be required.

6.0 Authorised Complainants

6.1 The owner must appoint up to a maximum of three specific contact persons, known as Authorised Complainants, to whom all enquiries in the first instance are to be made. The Authorised Complainant must be:

- The property owner, or
 - A direct employee of the business concerned, or
 - A Managing Agent, or
 - A person approved by the City.
- The City must be notified in writing regarding changes in Authorised Complainants.

6.2 An Authorised Complainant must advise the City's Customer Services Officer/Authorised Person regarding parking in a Parking Station on Private Land in contravention of the parking signs and must complete the Complaint Form.

6.3 An Authorised Complainant must be present on the private land when the City's Authorised Person attends to identify an offending vehicle and must assist the Authorised Person for the purposes of the Agreement.

6.4 An Authorised Complainant may be required to give evidence in any court proceedings which may arise under this Agreement; and

6.5 Only an Authorised Complainant may request the City to withdraw an Infringement Notice.

7.0 Infringement Notices

7.1 Ongoing City responsibilities may take precedence over requests for enforcement of parking on private property. An Authorised Person will be available to attend requests for assistance 24 hours a day, 7 days a week.

7.2 The City's Authorised Person will only consider issuing infringement notices to vehicles parked on the property that have not received prior permission from any persons associated with the property. This information must be ascertained prior to calling the City's Authorised Person.

7.3 The Authorised Person may choose to issue a 'Caution Notice' where they consider this to be an appropriate course of action.

7.4 Parking Stations will be assigned a registration number which must be quoted to the City's Customer Services Officer when an Authorised Person attends the Parking Station on Private Land.

7.5 No action will be taken if the attending Authorised Person deems it unnecessary.

8.0 Withdrawal of Infringement Notices

8.1 An administration fee of \$44 will be charged for each infringement if the Authorised Complainant requests an infringement notice to be withdrawn. If the administration fee is not paid the Agreement will be cancelled.

9.0 Enforcement following issue of Infringement Notices

9.1 The City will attend to the processing of enforcement and recovery of fines and penalties including:

- Issuing of final demand notices.
- Lodgement of unpaid cases with the Fines Enforcement Registry of the Ministry of Justice.
- Issuing of Summons.

10.0 Retention of fines and costs

10.1 The City will retain all monies received from the issue and recovery of Infringement Notices, plus fines, penalties or costs awarded through the Fines Enforcement Registry or by the Court as a result of recovery action initiated by the City.

10.2 The City is not responsible in meeting the costs of any witnesses who may attend court.

11.0 Termination of Agreement

11.1 The City may suspend its obligations under this Agreement if the owner or Managing Agent fails to meet the owner(s) obligations under this Agreement.

11.2 Either the owner(s) or the City may terminate this Agreement by giving 7 days written notice to the other party.

12.0 Change of Ownership

Should the ownership of the property change, the new owner must notify the City forthwith and complete an Application to apply the City's Parking Local Law 2010 to a Parking Station on Private Land.