

# Reserved Car Park Licence Agreement



Dated the \_\_\_\_\_ day of \_\_\_\_\_

Between Auckland Transport – an Auckland Council Organisation (“the Licensor”)

and \_\_\_\_\_ (“the Licensee”)

## Whereas:

- A. The Licensor is the owner of the car park building situated at \_\_\_\_\_ (“the building”).
- B. The Licensee has requested the use of car parking space(s) in the building.
- C. The term “building” means a car park building or area owned and operated by the Licensor.

## Now the parties agree as follows:

|                                |   |
|--------------------------------|---|
| Licence to use space           | 1. The Licensor hereby grants to the Licensee licence and liberty to use the said car park(s) as set out in the attached schedule called “the car parking space”.   |
| Term                           | 2. This Licence shall commence on the date of commencement as per the attached schedule, and will continue until revoked by either party giving one month’s notice in writing to the other party. The Licensor reserves the right to charge an early termination fee of \$100 for any Licence entered into for a period of less than three months or where the Licensee terminates the licence less than three months from the date of commencement.  |
| Hours of Use                   | 3. The Licensee shall have the right to use the car parking space as per the attached schedule, in the building during the period 7am to 6pm weekdays, public holidays excluded. Outside these hours the Licensee will be entitled to any other parking space in the building designated free of charge and anyone else may use the “car parking space”.  |
| Car Parking Fee                | 4. The Licensee shall pay to the Licensor the fee for the use of the car parking space the sum set out in the attached schedule for each calendar month during the continuance of this Licence and such payments must be made monthly in advance by direct debit authority.   |
| Review of Fee                  | 5. The monthly parking fee may be reviewed by the Licensor any time during the term of this Licence. The review must be notified in writing to the Licensee by the beginning of the calendar month following the review at the address set out in the schedule or by email. The reviewed parking fee shall apply one month from the date of the review.   |
| Vehicle Identification         | 6. The Licensee shall at all times while parked in the building, display a valid identification label issued by the Licensor. If the Licensee fails to do so, the vehicle will be deemed to be parked without authority and may be either ticketed or towed away at Licensee’s expense.   |
| Licence and Warrant of Fitness | 7. The building is deemed to be a public road and the Licensee should at all times when parked in the building display current vehicle registration and warrant of fitness. If the Licensee fails to do so, the vehicle may be ticketed with no prior warning.  |
| Access to Space                | 8. The Licensee shall have all reasonable means of ingress and egress from the car parking space over those parts of the building giving access to the car parking space PROVIDED THAT the Licensor will be under no obligation if for any reason the Licensee is unable to gain access to the building or the car parking space during the continuance of this agreement.  |
| Use and Obstruction            | 9. The Licensee shall not be entitled to use the car parking space for any purpose other than for parking motor vehicles owned or used by the Licensee and the Licensee will not park motor vehicles in the car parking space or do anything which will obstruct any other motor vehicle or any other use of the car parking space except where the Licensee has obtained the prior written consent of the Licensor, which consent may be withheld at the Licensor’s absolute discretion.   |
| Right to move                  | 10. The Licensor reserves the right to move or cause to be moved any vehicle parked within the building or its environs for any reason whatsoever.  |
| Compliance with Rules          | 11. The Licensee shall at all times comply with such rules or directions as the Licensor may make or issue as to the type or size of the motor vehicles which may use the car parking space or the marking and identification of vehicles entitled to use the car parking space or as to any other matters whatsoever which the Licensor may reasonably think necessary for the control, use and safety of all users of the building. Such rules and directions may be issued in the form of signage or billboards in the building or in writing to the Licensee and will be deemed to form part of the terms of this Licence the day following the day on which the sign or billboard is positioned in the building or the day after written notice would have been received by the Licensee in the ordinary course of post. |
| No Assignment                  | 12. This Licence is personal to the Licensee and the rights hereby granted shall not be assigned or transferable by the Licensee.   |
| Spillage                       | 13. The Licensee will not spill or permit to be spilt oil or other deleterious substances on any part of the building and will whenever necessary reimburse the Licensor the full cost of making good any damage caused by the Licensee to the building.  |

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| <b>Licensor not responsible for damage</b> | 14. The Licensor shall not be responsible to the Licensee or any other person for any loss or damage sustained by the Licensee in respect of any motor vehicle parked in the building or any motor vehicle entering or leaving the building or any loss or damage sustained due to theft or loss of any articles from any motor vehicles and the Licensee hereby acknowledges that the Licensee uses the building at the Licensee's own risk in all things.   |
| <b>Default</b>                             | 15. If the licence fee payable or any part of the licence fee is in arrears for seven (7) days whether the same has been legally demanded or not or if the Licensee makes default in the observance of performance of any of the stipulations, conditions, or covenants expressed or implied in the Licence and on the Licensee's part to be observed, performed, or fulfilled, the Licensor may immediately terminate this Licence and the Licensee shall not be entitled to further use of the car park. Upon such termination this Licence shall absolutely cease and determine but without releasing the Licensee from any liability for parking fees due up to the date of termination or for any antecedent breach of any covenant, condition or agreement on the part of the Licensee herein contained or implied. |
| <b>Payment Guarantee</b>                   | 16. Payment for services shall be made in accordance with the payment terms specified in this agreement. Any expenses, disbursements and legal costs incurred by the Licensor in the enforcement of any rights contained in this contract shall be paid by the Licensee including any reasonable solicitor's fees and / or debt collection fees.  |
| <b>Indemnity</b>                           | 17. The Licensee shall indemnify and keep indemnified the Licensor from and against all damages to the building or loss of any kind sustained by the Licensor due to the use of the car parking space by the Licensee or by the ingress and egress of the Licensee's motor vehicle to and from the car parking space and the Licensee shall pay to the Licensor on demand the cost of repairing any damage to the building (including access and egress areas, ramps and car parking spaces) caused by such use of motor vehicles.  |
| <b>Notices</b>                             | 18. Any notice to be given hereunder may be given in any manner mentioned in section 352 to 361 of the Property Law Act 2007 provided that any notice to be given by the Licensor to the Licensee shall in any event be deemed to be sufficiently given if posted to the Licensee's address set out in the attached schedule.   |
| <b>Licence Not a Lease</b>                 | 19. Nothing in this Licence shall create or be construed as creating any tenancy or as conferring upon the Licensee any interest by way of lease or otherwise in the car parking space.   |
| <b>Interpretation</b>                      | 20. Throughout this Licence the term "Licensee" shall be taken to include where not repugnant to the context the employees, servants, agents and invitees of the Licensee.  |
| <b>Unauthorised Vehicles</b>               | 21. The Licensor may be requested to act as an agent of the Licensee to arrange the removal of an unauthorised vehicle. Should the Licensor act accordingly, the Licensee shall indemnify the Licensor against any claims whatsoever that may be made against it by the owner of that vehicle as a result of its removal.   |
| <b>Admission</b>                           | 22. A coded access card/remote may be issued to the Licensee at the prescribed fee. This access card/remote must be used both on vehicle entry and exits and produced on demand to the Licensor's staff or agents. Failure to do so will result in a cash payment being required prior to the release of the vehicle from the building.<br>22.1 The access card/remote is to be used when the Licensee uses the car parking space. If an admission ticket is drawn on entry the Licensee will be required to pay casual parking rates for the time the vehicle uses the car parking space.<br>22.2 Should an access card/remote be lost or damaged a replacement access card/remote will be issued. A replacement fee will be required.   |

**SCHEDULE**

**Licensee:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Car parking space: total of \_\_\_\_\_ space(s), space no(s) \_\_\_\_\_

Total Monthly Fees: \$\_\_\_\_\_ including GST

Term of Licence: Until revoked in accordance with clause 2 above.

Date of commencement: \_\_\_\_\_

**Executed as an agreement:**

|   |   |
|---|---|
| _____<br>Signed for and on behalf of the Licensor | _____<br>Signed for and on behalf of the Licensee |
| Name: _____                                       | Name: _____                                       |
| Position: _____                                   | Position: _____                                   |