



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 home address (include postcode)

1e. Postal address (if different)

1f. Payee contact details
Mobile Work phone Home phone

1g. Payee email

1h. Vehicle registration number(s)
First Second

Third

1i. Commencement date

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

<input type="checkbox"/> Powderham car park Monday to Saturday 8am - 5pm <small>(close to the Police station)</small>	<input type="checkbox"/> Central car park Monday to Saturday 8am - 5pm <small>(across from TSB Showplace)</small>	<input type="checkbox"/> Lower Courtenay car park Monday to Saturday 7am - midnight <small>(below The Warehouse)</small>	<input type="checkbox"/> Downtown Car Park Monday to Saturday 24 hours a day <small>(Powderham Street, between Brougham and Currie streets)</small>
<input type="checkbox"/> Carrington/Vivian car park Monday to Friday 8am - 5pm <small>(behind The Mill)</small>	<input type="checkbox"/> Molesworth car park Monday to Saturday 8am - 5pm <small>(foreshore, opposite Gover Street)</small>	<input type="checkbox"/> Courtenay Street Monday to Saturday 8am - 5pm <small>(on the street outside New World)</small>	

2. Payment

2a. Direct debit frequency Weekly Fortnightly Monthly Quarterly Annual

2b. Start date

Payment will be calculated as follows:

- Annual payment is based on occupancy for 52 weeks of the year, and inclusive of GST.
 - » Powderham, Central, at total annual payment of \$2,080 per annum.
 - » Molesworth, \$1,560 per annum
 - » Carrington/Vivian, \$1,248 per annum.
 - » Downtown, \$1,300 per annum.
 - » Courtenay, Lower Courtenay, \$2,548 per annum.
- A licence to occupy commencing during the financial year shall be invoiced pro-rata for the remainder of the year. The financial year is from 1 July – 30 June of the following year.
- An annual invoice will be issued on or about 1 July of each year.

OFFICE USE ONLY

Date received	<input type="text"/>	Car space #	<input type="text"/>	Application #	<input type="text"/>
Time received	<input type="text"/>	Car park PID #	<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 licensed area

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

1. Licence conditions

- a. This licence entitles the licensee to occupy a specifically licensed area at a nominated NPDC car park.
- b. This licence does not create any tenancy, lease or interest in the licensed area or the designated licensed area.
- c. This licence does not give the licensee exclusive use of the licensed area and other vehicles may park in the licensed area outside of the days or times specified by this licence.
- d. NPDC may at its sole discretion allocate to the licensee a different licensed area in lieu of the allocated licensed area.
- 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 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 licensed area.
- c. In the event of an unauthorised vehicle being parked in the allocated licensed area 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, or email leaseenquiries@npdc.govt.nz.
- d. Park only in the allocated licensed area.
- 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 area 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 licensed area or car park.
- l. On demand, reimburse NPDC the cost of making good any damage caused by the licensee to the surface of the licensed area or car park.

4. Term

- a. This licence to occupy commences on the date specified in your confirmation letter and continues until terminated in accordance with the terms and conditions of this licence.

5. 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 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 licensed area after termination.
- h. A cancellation fee of two weeks' rent may apply if the licensee cancels the carpark within one month of allocation.

6. 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, 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 licensed area.
- f. NPDC reserves the right not to reinstate or issue the licensee (or their agent) another licence where that licence has been terminated for non-payment.

3. Terms and Conditions for a licence to occupy a licensed area - continued

7. Risk and indemnity

- a. The licensee and any person authorised by the licensee to use the licensed area shall use the licensed area at their own risk in every respect.
- b. NPDC shall have no liability to the licensee or any other person accessing the licensed area for any vehicle damage or loss whatsoever suffered by the licensee or any other person when accessing the licensed area.
- 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 licensed area.

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