

APPLICATION and AGREEMENT
 (NEW or RENEWAL APPLICATION)
FOR THE REGISTRATION OF LAND
FOR ENFORCEMENT OF VEHICLEPARKING
PPA#

BETWEEN

.....
 ('**APPLICANT**')

GIVEN NAMES OR CORPRATE BODY OR FIRM

AND

THE CITY OF FREMANTLE (**'City'**)

FOR LAND AT

..... ('**Property**')
 ADDRESS OF PROPERTY FOR ENFORCEMENT OF VEHICLE PARKING

SCHEDULE

The Occupier

.....

GIVEN NAMES	FAMILY NAME
-------------	-------------

.....

NAME OF CORPORATE BODY OR FIRM

ABN

TELEPHONE and EMAIL

.....

TELEPHONE (BUSINESSHOURS)	MOBILE OR AFTERHOURS
---------------------------	----------------------

.....

EMAIL ADRESS

Street Address:

.....

PLEASE USE BLOCK LETTERS

..... (the 'Street Address')

Postal Address:

.....

PLEASE USE BLOCK LETTERS

..... ('Postal Address')

SERVICE OF DOCUMENTS

To the applicant:

Street Address / the Property / Postal Address (service Address)

(Strike out that does not apply)

To the City

City of Fremantle

Attn: Parking Services

PO BOX 807

FREMANTLE WA 6959

Authorised Complainants:

.....Telephone/mobile

GIVEN NAMES FAMILY NAME

PLEASE USE BLOCK LETTERS

.....Telephone/mobile

GIVEN NAMES FAMILY NAME

PLEASE USE BLOCK LETTERS

..... Telephone/mobile

GIVEN NAMES FAMILY NAME

PLEASE USE BLOCK LETTERS

.....Telephone/mobile

GIVEN NAMES FAMILY NAME

PLEASE USE BLOCK LETTERS

RECITALS

The Applicant makes this application with the intention of the City providing enforcement of vehicle parking at the Property which the Applicant warrants they are lawfully entitled to occupy at any relevant time.

The Applicant agrees to make the Application using this form, providing additional information of such a nature and in such form as the City may require to determine the Application, and from time to time.

The parties agree the Registration Period will be from the date of approval of the Application by the City for a period of 12 months, and will require an annual application for renewal of the Registration Period.

The parties agree that the City may decline to take enforcement action in the absence of a current Agreement.

The City will send by ordinary mail or email an Application Form to the Applicant approximately one month before expiry of a current Registration Period. The form will be sent to the address nominated as the Service Address.

The Applicant warrants that the arrangement for vehicle parking upon the Property complies at all relevant times with the City’s Planning Approval for the Property.

DEFINITIONS

‘Agreement’ means this Application once approved by the City;

‘Applicant’ means the person, whether natural or legal, making this Application;

‘Application’ means this application until it is approved by the City;

‘Application Form’ means the application form titled Application and Agreement (New or Renewal Application) for the Registration of Land for Enforcement of Vehicle Parking, as issued by the City for the purpose of the current application;

‘Authorised Complainant’ means a person authorised by the Applicant (as may be amended in writing from time to time) to identify to a Patrol Officer a vehicle which is stopped or parked

upon the Property otherwise than in accordance with the consent of the owner or occupier of the Property;

'Liaison Officer' means a person who agrees to be, and is authorised by the Applicant (as may be amended in writing from time to time), to be identified to an alleged offender so that the alleged offender may make representations concerning the alleged offence;

'Main Sign' means the sign described as 'minor entry' sign and designated R5-61A in Australian Standard AS 1742.11-1999, Table 5.1, and which describes the size of this sign as being 600mm x 900mm.

'Occupier' means the person, whether natural or legal, lawfully entitled to possessions and occupation of the Property, and includes the corporate body of a strata title;

'Patrol Officer' means a person authorised by the Chief Executive Officer of the City for the purposes of the City of Fremantle Parking Local Law 2021 ('parking local law');

'Prescribed Amount' means the fee relevant to a particular item required by this Agreement, as shown in the Fees and Charges Schedule levied by the City for the financial year in which the Application is made;

'Private Property Registration Number' means the number issued by the City identifying the Application;

'Registration Number' means the unique identification number assigned by the City to an approved Application.

'Registration Period' means the period of 12 months from the date of approval of the Application.

'Reminder Sign' means the sign described as 'internal reminder' sign and designated R5-62A in Australian Standard AS 1742.11-1999, Table 5.1, and which describes the size of this sign as being 450mm x 800mm.

TERMS

1 Application

(1) The Applicant must provide to the City:

- (a) a completed Application;
- (b) Copy of the Certificate of Title for the Property containing all current endorsements;

(c) Sketch plan (A4 size) indicating, in detail, the Property showing the parking area(s) and specifying the number of bays and identifying the conditions of each bay (eg: designated ACROD, Visitors, Clients, Customers or Loading time-limit(s)); and,

(c) Application fee in the Prescribed Amount.

(2) Upon approval of the Application, the City will issue five payment vouchers to the Applicant ('Payment Voucher').

(3) The Applicant warrants that information provided in relation to this Application is not false or misleading in a material particular.

(4) The Applicant warrants the Property is land which is not a road or a parking facility as defined within the parking local law.

(5) Additional Payment Vouchers may be purchased by the Applicant upon payment to the City of the Prescribed Amount for purchase of additional Payment Vouchers.

2 Display of Signs

(1) The Applicant will display the signs referred to in sub-clause (3) of this clause for the duration of the Agreement.

(2) The City will assign a unique Registration Number to an approved Application.

(3) The Applicant agrees to pay the City the Prescribed Amount for the Main Sign and each Reminder Sign,

(a) In such number; and,

(b) Erected in such location(s); as the City may require (the 'Signs').

(4) The text shown on the Signs will be as follows:

“Private Property

Authorised Parking Only

Penalty up to \$5000.00 under

City of Fremantle

Parking Local Law

Private Property Agreement Number X”

Where “X” denotes the Registration Number

Text to be red on white background

Font to be ‘Arial’ and a minimum of 40mm high

(5) The City will install the Signs within a reasonable time upon receipt of the Prescribed Amount for the Signs.

(6) The Prescribed Amount for any of the Signs required for the agreement is not refundable for any reason.

8) The parties agree the City may in its discretion effect the installation of additional sign(s).

9) The installation of additional sign(s) will be consistent with the terms of these conditions.

(10) Where there is more than one occupier upon the Property, the City may require:

(a) Each occupier to be a party to this Agreement; and,

(b) To make special arrangements as to display of signs or traffic management devices.

3 Ownership and Maintenance of Signs

(1) The parties agree the City remains at all times the owner of the Signs and of anything used in their installation or affixing to the Property.

(2) The City agrees to maintain the Signs for the duration of the agreement, and for the period of any Renewal of the Original Agreement.

(3) The City may remove the Signs and anything used in the installation or affixing to the Property, upon the expiry of 30 days after this Agreement not being renewed for any reason.

(4) The appearance of the signs will be maintained by the City to a standard consistent with efficient enforcement of vehicle parking.

(5) Maintenance will be conducted within a reasonable time from notification to the City of any matter requiring maintenance of the Signs.

(6) The parties agree an employee or agent of the City may enter the Property at any reasonable time in order to carry out any function in relation to the Application or the Agreement.

4 Workmanship and Damages

- (1) The parties agree that the installation, and, when it may occur, the removal, of the Signs will be carried out in a workmanlike manner.
- (2) With the exception of clause 9(4) of this Agreement, any claim for damages arising from the Agreement, by one party against the other, is limited to \$100.00.

5 Changes Affecting the Property

- (1) The Applicant must immediately notify the City in writing (on letterhead where letterhead is normally in use) of any relevant change affecting the Property.
- (2) The City may terminate the Agreement if a relevant change may be detrimental to the efficient enforcement of alleged breaches upon the Property.

6 Authorised Complainant, Liaison Officer

- (1) An Applicant must record upon the Application and during the Registration Period the names and telephone contact for:
 - (a) a maximum of three natural persons as Authorised Complainant; and,
 - (b) one natural person as Liaison Officer.
- (2) A request to add or withdraw an Authorised Complainant or a Liaison Officer during the Registration Period must be in writing (on business letterhead where normally in use) by the Applicant.
- (3) Each addition or withdrawal notification must detail the relevant amendment to be made.
- (4) The Applicant must allow the City up to 10 working days to amend its records.
- (5) The Applicant warrants that the persons nominated agree to their nomination.

7 Request for Attendance of Patrol Officer

- (1) An Authorised Complainant needing the attendance of a Patrol Officer must telephone 08 9432 9999 to arrange attendance of a Patrol Officer.
- (2) Failure to follow the procedure in this clause may result in delay or failure to attend.
- (3) An Authorised Complainant must meet the Patrol Officer at the entrance to the Property and give the Patrol Officer one Payment Voucher.
- (4) Upon arrival at the Property entrance, the Patrol Officer will wait at that location for a period up to five minutes for arrival of the Authorised Complainant.

(5) The Authorised Complainant must:

- (a) Meet the Patrol Officer at the entrance to the Property;
- (b) Give the Patrol Officer one Payment Voucher;
- (c) Escort the Patrol Officer to and identify each alleged offending vehicle which the Authorised Complainant

Believes is stopped or parked otherwise than in accordance with the consent of the occupier; and,

(d) Upon request of the Patrol Officer, sign a copy of each parking infringement notice issued.

(6) Attendance of a Patrol Officer is subject to:

- (a) Operational contingencies;
- (b) The core operational hours being 9am to 5pm each day, excepting public holidays;
- (c) Special arrangements being made outside the criteria in (a) or (b) of this sub-clause.

(7) Payment Vouchers are valid during the current Registration Period.

8 Requests for Withdrawal of an Infringement Notice

(1) An Authorised Complainant may request the withdrawal of a parking infringement notice issued consequential to this Agreement.

(2) The request must be made in writing to the City within seven days of the day on which the issue was raised by an alleged offender and must:

- (a) State the Private Property Registration Number;
- (b) Parking infringement notice number;
- (c) licence number of the subject vehicle;
- (d) The reason for withdrawal of the infringement notice;
- (e) Be accompanied by the payment of the Prescribed Amount for withdrawal of the infringement notice; and
- (f) be signed by an Authorised Complainant.

(3) The City may give notice of termination of the Agreement where there is more than one request in any calendar month.

9 Witness at Court

- (1) Where the issue of a parking infringement notice consequential to this Agreement results in court action, the City may require the relevant Authorised Complainant to attend Court as a witness.
- (2) Costs for court attendance are not recoverable from the City.
- (3) Where a witness is not provided as required, the City may discontinue the proceedings.
- (4) Where the proceedings are discontinued, the Applicant agrees to pay the costs incurred by the City.

10 Confidentiality of Authorised Complainant

- (1) The contact particulars of the Liaison Officer may be given to a recipient of an infringement notice issued pursuant to this Agreement.

11 Fees and Charges

- (1) A relevant fee exists in the Fees and Charges Schedule for:
 - (a) An Application,
 - (b) The Signs; and,
 - (c) Withdrawal of a parking infringement notice issued consequential to this Agreement.
- (2) The Prescribed Amount of a relevant fee is not refundable.

12 Service of Documents

- (1) Documents served in relation to this Agreement will be deemed to have been received by the other party on the next business day following post by pre-paid ordinary mail to the Service Address for the other party.

13 Copy of Agreement and Correspondence

The Applicant must keep a copy of the Application and relevant correspondence available for access by an Authorised Complainant or Liaison Officer.

14 Interpretation

(1) Reference to:

(a) One gender includes the other;

(b) The singular includes the plural and the plural includes the singular; and,

(c) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

15 Termination of Agreement

(1) Subject to clause 16, this Agreement may be terminated by either party by the giving of 21 days notice in writing to the other party.

16 Termination for Breach

(1) A breach of any of clauses 1(3), 2(1), 2(7), 2(8), 3(6), 5(1), or 9(3) will be a substantial breach of this Agreement.

(2) Without limiting any other rights or remedies, the party not at fault where this has been a substantial breach will be entitled to terminate this Agreement immediately.

SIGNATURE:

.....

Applicant

.....

Date

FOR OFFICE USE ONLY

.....
City of Fremantle employee receiving the Application date received

Receipt Number

End of document