

Purpose:

This Practice Guide has been developed to assist OCs navigate the *Owners Corporation Act 2006* (OC Act), the *Owners Corporation Regulations 2007* (“the OC Regulations”) the Model Rules and any Special Rules relating to car parking.

The Procedure below is designed to help an OC determine the best course of action when car parking issues arise. It also provides an overview of what additional resources may be available to an OC to assist, prevent and manage such issues.

Best Practice:

SCA (Vic) recommends that where there is provision for vehicles to be parked on common property or on private lots (i.e. specified car parks that are linked to ownership or tenancy of a property), there should be clear Rules adopted by the OC which regulate the use of such car parks.

These Rules will provide a clear process for an OC to follow to manage most car parking issues.

SCA (Vic) recommends that each Owners Corporation Manager audits each of their properties in accordance with the below steps, which are discussed in greater detail under the section headed “Procedure”.

- Step 1. Review the Plan of Subdivision in order to identify what car parks are specified, what car parking is allowed and where.
- Step 2. Review the Model Rules and/or Special Rules (if applicable) in order to understand who may park on common property parking facilities, when and where.
- Step 3. If a complaint is made regarding a vehicle parked on common property, understand and apply the complaint process and consider any additional enforcement provisions which may be available.

Background:

The Plan of Subdivision should be reviewed to determine what type of car parking (if any) is available at the subject property.

In general terms, a lot owner will be able to park on their own private lot intended for this use, as they see fit.

A lot owner may have a separate title to an individual car park lot within a specified car park area.

On other occasions, the Plan of Subdivision may not identify specific car parks as part of a private lot.

It may be that an area of common property is designated as a car parking area for lot owners.

An area may also be identified on the Plan of Subdivision for the parking of vehicles on common property by visitors to the property.

Car parks which are common property are generally available for the shared use of all residents. The OC can designate such car parks as being for the specific use of a particular lot owner or as visitor car parking, as well as set the terms for their use, by way of establishing OC Rules.

An Owners Corporation and Owners Corporation Manager should be aware of the particular parking arrangements for the property prior to creating or enforcing any Car Parking Rules.

Disputes in respect to the parking of vehicles in Owners Corporations can arise for a variety of reasons including when:

- a lot owner does not park their vehicle wholly or completely within their lot;
- a lot owner parks within another lot owner's car park (or property);
- a visitor parks within a private lot;
- a visitor does not park within a designated visitor car park;
- a lot owner parks within a visitor allocated car park on common property; or
- a car is abandoned on common property.

When issues arise regarding car parking, the Owners Corporation ought to consider whether there is a breach of the OC Act, the Model Rules and/or Special Rules.

The OC Act sets out various procedures for the resolution of disputes and the action which may be taken for a breach of the Act and or Rules.

Procedure:

1. Determine what car parking is allowed and where.

You can do this by referring to the Plan of Subdivision. Identify which car parks are private lots and if there are any common property car parks delineated.

Review any planning agreement made under section 173 of the Planning and Environment Act 1987. The agreement may set out requirements for visitor parking, car washing and disabled access. 173 Agreements are usually required to be registered on title.

2. Determine who may park on common property, when and where.

Be aware that the OC may have or can agree to lease/licence out car parks on the common property individually once the OC has determined a set of guidelines for allocation/qualification for any available spaces. In such instances you should be sure to approve and in turn reference terms of any lease/licence agreements when policing their use. These types of agreements could be between the OC and individual lot owners (ie a car parking lease agreement), and/or between the OC and an external service provider (ie private parking agreements which assist clarify use of car parks, whether it be for private use, or available to visitors/the public).

NB: Make sure you have reviewed any section 173 agreements and any obligations relating to car parking.

Model Rules

OC Reg
Sch 2

Model Rules are found in Schedule 2 of the OC Regulations. All lot owners and occupiers are required to comply with the Model Rules unless Special Rules have been adopted by the relevant OC. Managers should familiarise themselves with the following, with respect to the parking of vehicles on the common property:

Sch2-
Rule
3.1

Rule 3.1 states:

An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

Sch2-
Rule
3.2

Rule 3.2 states:

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle-

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or*
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or*
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.*

Special Rules

S138

Section 138 of the OC Act states that by special resolution an OC may make Rules in respect to any matter set out in Schedule 1 (of the Act).

OCA-
Sch1

Schedule 1 allows for Rules to be made in respect to:

- the management and administration of the common property (3.1);
- use of common property (4.1);
- vehicles and parking on common property (4.3); and
- behaviours of owners, occupiers and invitees on common property (7.1).

In making any Special Rules, an OC should consider the specific needs for car parking at its property. Each OC has its own unique requirements. The following should be considered:

- the location of car parks on common property;
- time limits on parking in car parks on common property;
- access / restricted access to car parks;
- the use of gates;
- the exclusion of certain types of vehicles (caravans, trucks or trailers);
- registration of visitors at the time of parking; and/or
- signage for car parks and use of car parks.

3. If a complaint is made regarding a vehicle parked on common property, understand and apply the complaint process and consider any additional enforcement provisions which may be available.

a) The complaint process

➤ Where a lot owner parks a vehicle in breach of the OC Act, Model Rules or Special Rules;

- the identity of the owner should be established;
- the owner should be asked to remove the offending vehicle; and
if the owner refuses, the OC should consider taking action under the grievance procedures (as set out in Part 10 of the OC Act You can find out more details on the Complaints Process by referencing the SCA (Vic) Practice Guideline – Internal Dispute Resolution Process.);
- The use of the Council and or police may also be considered.

OCA-
Part10

➤ Where a visitor parks a vehicle in breach of the Act, Model Rules or Special Rules the lot owner associated with the visitor should be contacted and the visitor should be requested to comply. Managers should note the following Rule;

OCR-
Sch2
Rule
5.1

Model Rule 5.1 states:

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

- Where the breach relates to a car being parked on a privately owned car park, the OC may wish to consider, as a matter of courtesy, sending a circular to all owners reminding owners of their rights and obligations in respect to the parking of vehicles in the OC. It will however be a matter for the owner of the relevant car park to take any further action.

b) Additional enforcement provisions

Finding the Owner

Owners or occupiers are not required to provide the registration details of any cars they may own and as a result finding out who the owner of the car can be difficult – especially now that registration stickers have been phased out.

First step is to check that the car is registered by searching the number plates of the car in question. Go to <http://vre.vicroads.vic.gov.au/VRESearch.aspx> and the search report will confirm if the vehicle is registered and confirm the type and colour. If the car is not registered the car is probably abandoned.

The next least expensive step is to send a general circular to all owners with this specific information and ask if anyone knows who the owner is. If that does not identify the owner you can engage legal services who can undertake a search to identify the owner of the vehicle.

Abandoned Vehicles

- If an OC suspects a vehicle has been abandoned on common property enquiries should be made with the police.
NB: (You can check on the Vic Roads website above using the number plates/vin number/chassis/engine number)
- The police have powers to conduct searches and attempt to contact the owner.
- Prior to contacting police you may wish to consider sending a letter to all residents requesting information regarding the vehicle. A response may reveal who owns the vehicle and enable the Manager to re-direct their enquiries to the appropriate lot owner or occupier.
- Caution should be exercised in removing a vehicle without the assistance of the local Council or police, as to interfere with a vehicle may be considered to be a trespass.
- An OC **does not** have the right to tow away abandoned vehicles and could expose itself to liability for trespass or for any damage sustained while the vehicle is being removed or once it has been removed and held elsewhere. This is the case even if a service provider is engaged to remove the vehicle.

Clamping

RSA-
S90C

- Clamping, detention or immobilisation of a vehicle is only permitted by authorised persons pursuant to section 90C of the *Road Safety Act 1986*, including police officers and the sheriff's office.

RSA-
S90C(c)

- While section 90C(c) provides that a person who is explicitly authorised by the owner or driver of a vehicle, may detain or immobilise that vehicle, no such authority has been or is likely to be given to the OC by any lot owners, occupiers or visitors who park on common property. In any case, obtaining such agreements would be impractical as the owner of each vehicle who parks on common property would be required to give their express authorisation to the OC to detain or immobilise their vehicle on each occasion the OC wished to do so.
- An OC **does not** have the right to wheel clamp a vehicle and could expose itself to liability for trespass or for any damage sustained to the vehicle from the wheel clamp. This is the case even if a service provider is engaged to remove the vehicle.

Fines

- Only certain government and statutory bodies have the authority to issue fines.
- The Supreme Court of Victoria recently found a private car park operator engaged in misleading and deceptive conduct in purporting to issue fines and threaten legal proceedings where drivers breached the parking conditions of the car park (*Director of Consumer Affairs Victoria v Parking Patrols Vic Pty Ltd & Ors* [2012] VSC 137).

RSA-
S90D

That said, this does not limit the OC's ability to enter into an agreement with local Council pursuant section 90D of the *Road Safety Act 1986* as discussed below.

Restricted access to car park

- Bollards or an electronic gate may be considered as ways to restrict access to unauthorised vehicles parking on the property.
- The restricting of access to a car park may constitute a significant alteration to the use of the common property requiring a special resolution.
- The situation may also arise where a lot owner considers installing a bollard within their privately held car park to prevent "illegal" parking within that space. Neither the OC Act, OC Regulations or the Model Rules prevent an owner installing such a bollard, or require them to obtain the permission of the OC to install such a bollard, provided that it does not extend onto

common property, impact on the use and enjoyment of common property by other owners, or impact on the health, safety and security of other owners.

- SCA (Vic) strongly recommends each OC consider passing a Special Rule which requires OC consent prior to bollards being installed on privately owned car parks, and establishes guidelines for their installation i.e. that the units are installed within the boundaries of the private lot (and not trespass on common property), and be of uniform appearance.
- An OC should notify insurers also of privately installed bollards.

Use of Councils

RSA-
S90D

- In some local council areas, it is possible to enter into an agreement with the local Council to enforce parking restrictions against offending vehicles.
- Section 90D of the *Road Safety Act* 1986 also allows an owner or occupier (including an OC) to enter into an agreement with the local Council for the provision of parking services, including the issuing of parking infringement notices, fines, detention and towing of cars. Section 90F of the *Road Safety Act* 1986, empowers police to remove a vehicle from an area if there is a section 90D agreement with the local Council.
- Not all Council's offer such arrangements or may limit such agreements to commercial developments such as shopping centres where public parking is provided. Alternately, some Councils may only offer such agreements to large scale residential developments. SCA (Vic) recommends each Manager contact the relevant local Council for the property to obtain up to date and Council specific information regarding these services (the relevant Council department will likely be the Department of Transportation Management, Local Laws and Civic Compliance or Traffic & Engineering). A list of Councils who have indicated to SCA (Vic) that they offer car parking agreements is found at Annexure A.
- As different properties have different needs in respect to enforcing car park restrictions, local Councils generally offer two alternate services:
 - If property owners or occupiers want to stop unauthorised vehicles parking in their car parks and agreement can be entered into with Council for infringement notices to be issued to cars which contravene the signs displayed on the land; or
 - If the general public is permitted to park in the OC's car park but the OC wants to enforce various restrictions pursuant to the *Road Safety Road Rules* 2009 an agreement can be entered into with Council for infringement notices to be issued to cars which contravene those Rules.

OCA-
S12(b)

- Examples of local Council private parking agreements offered by the City of Stonnington, City of Port Phillip and City of Melbourne are found at annexure B, C and D.
- Certain requirements under that part of the *Road Safety Act* 1986 must first be complied with.
- An OCs decision to enter such an agreement with Council to support the enforcement of parking rules on common areas may be approved by a general resolution via ballot and/or at a meeting. Should an OC wish to consider extending such agreements to include private car parks, it must also include a special resolution to enter into agreements for the provision of services to lot owners or occupiers (section 12(b) of the OC Act).

Issues:

There are many and varied issues that can arise when trying to enforce parking requirements on common property. The difficulties experienced are also increased when the OC has not created special rules to provide guidance on what is permitted. This is where registering Rules in addition to the Model Rules is of benefit. An OC can then manage problems as they arise as a breach of the rules and the owner/occupiers obligations under the OC Act and its Regulations.

One such instance is where an owner or the occupier is using their private car space for storage. This use may prevent the car park space being used for the parking of a vehicle or cause the vehicle when parked in the respective lot, to protrude onto common property. This may, in certain circumstances, constitute a breach of aspects of the Model Rules, including but not limited to:

- 1.1 Health, safety and security of lot owners, occupiers of lots and others
- 3.1 Use of common property
- 3.2 Vehicles and parking on common property
- 4.1 Change of use of lots

Certain uses of a car park space may also constitute a breach of the applicable planning permit to the property and be the subject of investigation by Council.

Other issues that can arise are when complaints are made regarding vehicles parked without authority in a private parking space. Car parks which are privately owned and are within the title to a particular lot, are for the sole use of the owner of that lot and/or their tenant (occupier/resident/lessee). The OC does not have any authority to take action in relation to “illegal” parking in privately owned car spaces.

Annexure A

The below is a list of Councils identified by SCA(Vic) as having private parking agreements in place for larger residential premises as well as commercial properties:

- Stonnington
- Port Phillip
- Melbourne
- Manningham

The majority of Councils contacted by SCA (Vic) indicated that they currently only enter into private parking agreements for commercial developments and shopping centres but would consider the feasibility of entering into such an agreement with a residential complex upon receipt of a written request to do so. Each request would be assessed on an individual basis.

- Dandenong
- Darebin
- Geelong
- Maribyrnong
- Wyndham
- Yarra City Council

The following Councils indicated they only enter into parking enforcement agreements for shopping centres and would not do so for private or residential complexes.

- Kingston
- Knox
- Monash
- Maroondah
- Whitehorse

SCA (Vic) strongly recommends each Manager contacts the relevant local Council to discuss private parking arrangements when undertaking a review of each OC's parking requirements. SCA (Vic) understands that the services provided by Council in relation to car parking are subject to change depending on demand.

Resources:

- *Owners Corporation Act 2006* Part 10, Schedule 1, S138
- *Owners Corporations Regulations 2006*, Schedule 2
- *Road Safety Act 1986*, Section 90C, 90C(c), 90D, 90F
- *Director of Consumer Affairs Victoria v Parking Patrols Vic Pty Ltd & Ors* [2012] VSC 137
- Examples of Enforcement Services for Private Parking Area Agreements (City of Stonnington & City of Port Phillip)

SCA (Vic) thanks TressCox Lawyers for their contribution in preparing this Practice Guideline.

This publication is only a guide. Readers should make and rely on their own expert enquiries. No warranty is given about the accuracy of the material and no liability for negligence or otherwise is assumed by SCA (Vic), its servants or agents in any way connected with this publication.

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Annexure B



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Dear Sir/Madam,

RE: ENFORCEMENT SERVICES FOR PRIVATE PARKING AREAS AGREEMENTS

I am writing to advise that Council may at its discretion provide Enforcement of Private Parking Areas agreements within the City of Stonnington.

The following general principles apply to the provision of this service:

- There will be an initial site meeting between the Owner/Occupier and a Council representative to appraise the site, the Council representative will then give an approximate quote on costs.
- A Private Parking Agreement between the land Owner/Occupier and the Council will be entered into if the terms of the agreement are agreed.
- The Owner/Occupier is responsible for installing and maintaining the appropriate signs. Council will provide advice in relation to sign installation.
- The service will be provided on a response basis only unless otherwise agreed.
- Service is available 24 hours per day, 365 days per year.
- Council's service standard is to respond to a request for enforcement within 30 minutes.
- The Owner/Occupier may be charged a \$70.00 call out fee if no infringement notice is issued, but only if the offending vehicle(s) leave before the 30 minute response time and Council attended within the 30 minutes.
- There will not be a \$70.00 call out fee if the Owner/Occupier is prepared to complete a Statutory Declaration provided by Council stating the time and date of the offence, the vehicle make and model, registration number and submits it to Council.
- A call out fee of \$70.00 may apply where no infringement notice penalty can be recovered by council through prosecution or the owner / occupier requests the infringement notice be withdrawn
- The Police may be called if the offending vehicle is blocking access.
- The Police at their discretion may assess the situation and have powers to tow away of the offending vehicle if it is obstructing access.
- An annual fee of \$30.00 per parking bay is payable to Council up to a maximum of no more than \$300.00 (GST Inclusive)

For enforcement requests please call (03) 9200 8215(option 5) if this number is unattended or not answered please ring 0431 508 112.

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APPLICATION TO LAND

The agreement applies to the land described below.

Owner / Occupier

Property Address

Title Description

Map showing approximate dimensions, signs,
Access etc



COUNCIL RESPONSIBILITY AND EXCLUSIONS

The Council agrees to:

- Issue infringement notices on any unauthorised vehicle on a callout basis only, unless other arrangements are agreed;
- Specify the form of signage required on the land;
- Provide advice for the installation of signs at the owners or occupier's cost to meet council's assessment of needs in respect of any included property;
- Specify any requirements to restrict access to the land;
- Agree a form and location of identification of vehicles authorised by the owner or occupier, which will not be subject to the issue of infringement notices so long as they are parked in areas designated for the purpose on the land.

The applicants costs associated with council's involvement will be:

- The cost of signs and their installation and any maintenance;
- The cost of any fencing, gates, etc and their installation and maintenance;
- A call out fee of \$70.00, where no infringement notice penalty can be recovered by council through prosecution or the owner / occupier requests the infringement notice be withdrawn:

The Council does not accept any responsibility for dumped or stolen vehicles whether registered or not:

OWNER/OCCUPIER RESPONSIBILITIES

The Owner/Occupier agrees to:

- Pay the Council any agreed fee, charges and or expenses incurred in respect of this agreement and any associated costs to Council of acting in accordance with any requirements of the Road Safety (General) Regulations 2009 or any standards specified under section 90D (5) of the Road Safety Act 1986 and to pay such fees, charges, expenses and costs before enforcement commences.
- Ensure that all such signs are kept clearly visible to any person using the property and are maintained so as to ensure that they and the figures and writing on them remain clearly visible to such users and maintain any lighting on the property as determined by the Council.
- Agree that the sign and any other property installed by the Council remain the property of the Council and to advise the Council immediately of any damage or loss of the signs and property.



PRIVATE PARKING ENFORCEMENT

AGREEMENT WITH LAND OCCUPIERS

PARTIES

The Parties to this enforcement are the City of Stonnington and the

(The Owner/Occupier) *

(The owner or occupier includes any representative of the owner occupier designated by the owner or occupier for the purposes of determining matters relevant to this agreement from time to time)

DEFINITIONS

'Council' means City of Stonnington

'Property/Land' means the property or land agreed to in the Schedule for the purpose of issuing infringement notices.

PURPOSE

The purpose of this agreement is to arrange for the monitoring of parking on the owner's or occupier's property on the basis referred to in this agreement with a view to the council arranging to prosecute identified infringements being unauthorised parking on that property.

AGREEMENT

The Council and Owner or Occupier agrees to enter this agreement on the basis of the following terms and conditions.

TERM

The agreement commences onand extends for a period of 12 months and expires / / or unless earlier determined by mutual agreement or in accordance with the termination and arbitration clause.

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- Erect any Council requirements to restrict access to the land and to maintain those requirements.
- Ensure that vehicles, which the Owner or Occupier allows to be left standing on the property bear and locate identification in accordance with an agreement with Council.
- Ensure a process is in place for an authorized person to identify to Council enforcement officers, vehicles unauthorized to park in the area which the owner / occupier requires an infringement notice to be issued.
- Grant access to authorised council officers or authorised persons, whilst in the performance of their duties, to enter onto the property described within the agreement for the purpose of monitoring and enforcement of the agreement.
- Indemnify the Council against any claim for personal or property damage while authorised officers or authorised persons are conducting their duties on the land of the owner or occupier.
- Agree with the Council that the extent of surveillance which the Council has cause to be exercised over the property will be limited to responding on a call out basis:
- Meet the costs detailed by Council

MATTERS TO BE DETERMINED

Notwithstanding any other provisions of this agreement, the Councils Principal Officer – Parking and Traffic Regulation Services or a representative of that person may:

Suspend any or all obligations under this agreement upon:

- a request from the Owner or Occupier to do so:
- signs being removed from the land or ceasing to be clearly visible and readable to the users of the land;
- failure to comply with any requirements of the agreement;

Leave any matter to be determined, approved or dispensed with after full prior consultation with the owner or occupier.

Enter into an agreement with an outside service provider to deliver the service outlined in accordance with the conditions of this agreement.

ADDRESS FOR SERVICE

The addresses of the respective parties for service of any documents are:

Council	Owner/Occupier
Officer Name _____	Name _____
City of Stonnington	Postal Address _____
Corner of Chapel & Greville Streets	_____
Prahran 3181	_____
P.O Box 21	_____

*

ARBITRATION

Should any dispute arise under this agreement, the Owner or Occupier and the Chief Executive Officer of the Council or the nominee of that officer are to meet within 14 days of notice of the



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dispute with a view to resolving the dispute and in the event of their failing to resolve the dispute, the agreement will be terminated forthwith subject only to the owner being liable to meet any outstanding payments to the Council pro rata to the period during which the agreement has been enforced.

Any termination under this cause or otherwise by agreement will not affect the validity of parking offences which have already existed and may be pursued in any Court of competent jurisdiction.

LAW

The law relating to this agreement is the law relating to the State of Victoria.

Signed for and on behalf of the
The City of Stonnington

Signature_____

This _____ day of _____

Name_____

Signed for and on behalf of the Owner or Occupier

Signature_____

This _____ day of _____

Name_____

Persons authorised to contact Council to attend the Property.

1. Name_____ Phone Number_____

Company_____

2. Name_____ Phone Number_____

Company_____

3. Name_____ Phone Number_____

Company_____

4. Name_____ Phone Number_____

Company_____

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Description of Properties to Which Agreement Relates

Owner/Occupier: _____

Address: _____

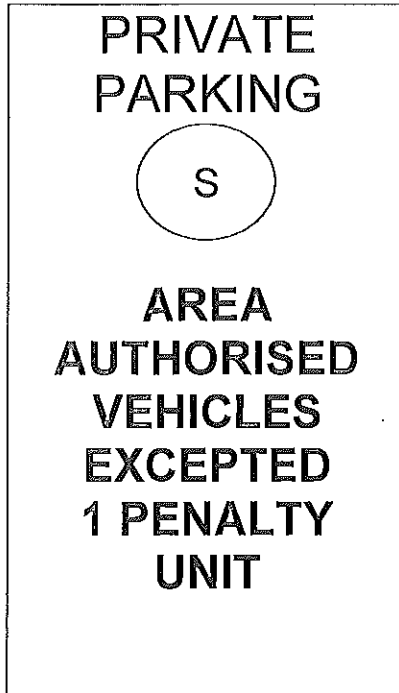
Title Description of Properties:

Map showing
approximate
dimensions,
access, etc.

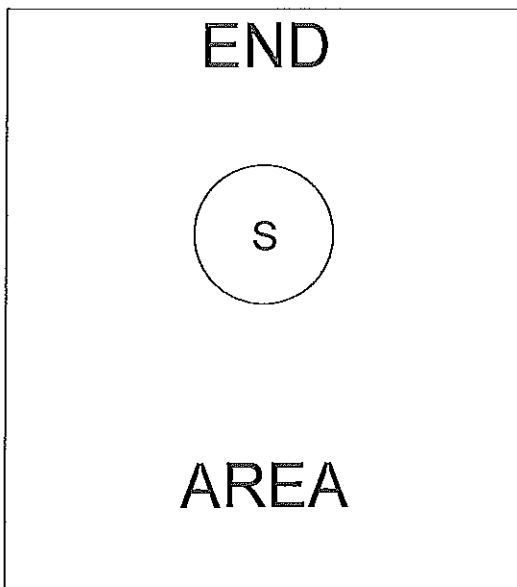




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White Background

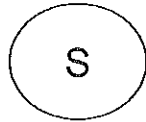


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PRIVATE PARKING



**AREA
AUTHORISED
VEHICLES
EXCEPTED**

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Annexure C



PARKING ENFORCEMENT ON PRIVATE PROPERTY

Service Information Summary

Following changes in State legislation prohibiting the use of wheel clamps, Local Authorities, including the City of Port Phillip, have the authority to enforce parking restrictions on private property, subject to a formal written agreement between Council and the private party. This service provided is not part of Councils obligated daily service delivery, however, is an extra service to help relieve constant inconvenience incurred by property residents/owners with multiple car parking facilities, whereby parking has become an issue.

CONDITIONS

Conditions that need to be met for this enforcement to legally occur are:

- The Council and the owner / occupier must enter into a written agreement describing the parking enforcement services to be provided and the cost of that Service.
- The area must be clearly defined and signed to indicate it is private property and that unauthorised parking is prohibited.

ADMINISTRATION PROCESS

- Client to make initial contact with Council. Council will forward a copy of the Service Information Summary outlining the service and associated costs.
- If the client wishes to proceed, an initial on site meeting between the owner/occupier and a Council representative will be conducted to consider the area proposed to be subject to a private parking enforcement agreement. Sign locations and any other works required will also be discussed. The Council Officer will make recommendations for action to detect and prevent unauthorised parking by recommending the provision of fences, gates, signs, lighting, and line marking as required. The enforcement strategy will be discussed and agreed. An approximate verbal quote of all fees and costs will be provided. .
- If the client wishes to proceed, Councils Officer will provide a quotation and application for the Owner(s) and/or Managing Agent to complete. The completed and signed application, along with property title, parking plan and proposed management plan should then be forwarded back to Council.
- Port Phillip City Council will assess and determine the application and advise the applicant of the outcome. If approved, Port Phillip City Council will forward a copy of the Private Parking Agreement to the applicant to consider and sign. Once Council has received the signed, the agreement will be countersigned and along with the invoice will be forwarded back to you for immediate payment.
- If the applicant wishes to withdraw from the agreement once the agreement has been signed and initial invoice issued by Council, then the applicant will be liable to pay the administration fee of \$600.00.
- Enforcement will commence approximately three to 4 weeks later, subject to payment of the invoice.
- The Port Phillip City Council Private Parking Agreements are valid for twelve, (12), months from July to June. All new agreements will be charged on a pro-rata basis with the intent of charging the full amount when agreements are renewed in June.
- All new agreements are also subject to a 12 month probationary period.
- For the parking enforcement service to operate effectively, it is a requirement that applicants set up and administer a parking management system at the direction of Port Phillip City Council.

ENFORCEMENT

- Council will provide an enforcement service in response to a complaint regarding illegally parked vehicles. This service operates 24 hours a day 7 days a week.
- Council does not provide an enforcement service for timed restricted parking spaces.
- The Owner(s) and/or Managing Agent may nominate no more than 4 Authorised Complainants.
- Council will respond to enforcement requests within 45 minutes during Council business hours of 8.30am - 5.00pm Monday to Friday and within one hour outside these times.
- A complaint form book will be supplied by Council to the property, whereby the Authorised Complainant must complete the complaint form prior to Council's Parking Officer arriving onsite. The Authorised Complainant **must** accompany Council's Parking Officer to the offending vehicle, no exceptions.
- Upon arrival, the Council representative will issue an infringement notice to the nominated illegally parked vehicle. Council's Parking Officer then completes the bottom portion of the complaint form and removes the original copy with any other relevant information, (including photos), relative to the complaint. If the offending vehicle is deemed to be creating a significant access obstruction or safety concern within the defined parking area, the officer will arrange for a tow away at his/her discretion.

COSTS

The costs of the service are based on the number of spaces and/or the extent of common property controlled under the agreement and is the same for residential and commercial properties. In summary, costs applicable to the owner / occupier are:

- An administration charge of \$600.00 when entering into an agreement with Council.
- The cost of supplying, installing and maintaining any signs / fixings. This includes the replacement of any vandalised or damaged signs, as required. The signs will be purchased and installed by Council at competitive market rates. Current rates are :-

– Supply and installation of signs 225mm x 450mm	\$200.00 ea
– Supply and installation of signs 1000mm x 750mm	\$300.00 ea
– Supply and installation of parking poles	\$200.00 ea
– Supply of 'T' type parking space line marking	\$40.00 ea
– Supply of 'Keep Clear' line marking	\$555.00ea
- Annual enforcement charges are as follows :-

– First 20 spaces	\$40.00 / space per annum
– Each space in excess of 20 spaces	\$25.00 / space per annum
– Common area less than 1,000m ²	\$400.00 per annum
– Common area greater than 1,000m ²	\$800.00 per annum
– A minimum charge of:	\$400.00 per annum applies.
- If a Council officer is called out, and no parking infringement notice is issued, an additional call out fee of \$100.00 will apply providing Council meets the agreed response time.
- A \$100.00 penalty fee will apply for any infringement subsequently requested for withdrawal based on the private party incorrectly identifying a subject vehicle in the first instance.
- Please take note: **fees and rates are subject to change without notice.**

TO PROCEED FURTHER

Should you be interested in proceeding further, please contact Mr Phil Braid (9209 6450), Traffic & Parking Design, or email PPAgreements@portphillip.vic.gov.au

Annexure D

The Approval Process

1. Application

Your initial application will be assessed, and if approved, you will be required to pay the Application Fee.

2. Initial Site Inspection

We will conduct an initial inspection of the site to ensure it complies with our eligibility criteria. You will be required to submit a Parking Plan based on the results of this inspection.

3. Parking Plan

We will assess your Parking Plan and advise you of the results. If approved, you will be authorised to commence site works.

4. Site Works

When site works are completed, contact us to arrange a final site inspection.

5. Final Site Inspection

We will conduct a final inspection of the site, and once approved, we will send you the contract for signing.

6. Signing of the Contract

Once all relevant parties have signed the contracts, return them to council. They will be signed and a copy returned to you.

7. Activation

The area will be patrolled as part of our regular patrol. If you require an Officer to attend your site, call us on 9658 9658, and request for an officer to attend the location. Public roads are a priority, so an officer will attend as soon as practicable.

FOR FURTHER INFORMATION
PLEASE CONTACT:

Compliance Administration Centre
Parking and Traffic
City of Melbourne

Phone:

03 9658 9638

Fax:

03 9658 8003

Email:

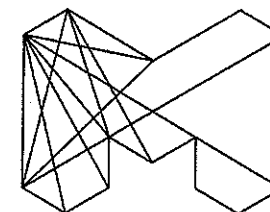
www.melbourne.vic.gov.au/contactus

Postal Address:

PO Box 780
MELBOURNE VIC 3001

Street Address:

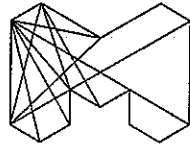
240 Little Collins Street
MELBOURNE VIC 3000



CITY OF MELBOURNE

**PRIVATE
PARKING
AGREEMENTS**

**ARE UNAUTHORISED
VEHICLES PARKING ON
YOUR PROPERTY?**



CITY OF MELBOURNE

YOU MAY BENEFIT FROM A PRIVATE PARKING AGREEMENT!

FAQ

What is a Private Parking Agreement?

A private Parking Agreement or PPA is a contract between the City of Melbourne and the Owners and/or Occupiers to prevent illegal or unauthorised parking on private property.

Why would I need a PPA?

You may need a PPA if vehicles are preventing owners, tenants, staff or customers from being able to park on their property.

How does a PPA work?

Once a PPA is in place, Parking Enforcement Officers will attend your property as part of our regular patrol, or on request to issue Parking Infringement Notices (PINs) to offending vehicles.

Who receives the money raised from the PINs?

The City of Melbourne

Am I Eligible?

A car park will not be eligible for a PPA if:

- It is multi-level or under ground.
- It requires 24 hour enforcement services.
- It requires security access
- It has poor visibility and/or poor Officer Radio reception.
- Your car park is otherwise considered unsafe for our Officers to enforce,

Applying for a Private Parking Agreement

How do I apply for a PPA?

To apply for a PPA application pack, simply call the Compliance Administration Team from the Parking & Traffic Branch

How much will it cost?

Application Fee

\$500.00 (plus GST) – payable with your application. It includes processing of your application, evaluation of the Parking Plans, site inspections and other administration costs.

PPA Renewal Fee

\$500.00 (plus GST) – payable upon signing of the renewed contract, This covers ongoing administration costs involved in maintaining the agreement & enforcing your property for another year.

Are there any other costs?

Yes. Further costs may be involved in obtaining the following:

- Parking Plan – to be drafted by a recognised traffic engineering consultancy firm and submitted to Council; and
- Site Works – (such as purchasing and installing signs and line marking) – to be undertaken by a registered traffic control company.

I have an application pack – What do I do now?

1. Complete the following documents:

- Application Form
- Credit Application Form

2. Provide a copy of:

- Your Public Liability Insurance
- A copy of the land title
- The site plan showing the proposed area to be enforced.

3. Send your application to:

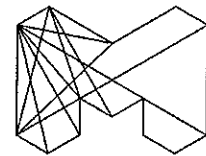
Private Parking Agreements Compliance Administration Parking and Traffic

City of Melbourne

PO Box 780

MELBOURNE VIC 3001

Questions to Determine Area Classification

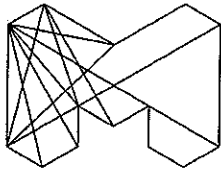


CITY OF MELBOURNE

No	Questions	Answers
1.	<u>At the moment</u> , is the area open to, or used <u>by the public</u> , as the public for driving, riding or parking motor vehicles?	Yes - No Please circle one only
2.	Do you want the area to be <u>used by the public</u> for driving or parking motor vehicles?	Yes - No Please circle one only
3.	Do you want prevent the <u>general public</u> from parking in the area on a <u>casual or occasional</u> basis?	Yes - No Please circle one only
4.	Do you want prevent the <u>general public</u> from parking in the area on a <u>permanent</u> basis?	Yes - No Please circle one only
5.	Do you want to restrict the parking to " <u>Permit Holders Only</u> "?	Yes - No Please circle one only
6.	Do you want to <u>restrict the period of time</u> the <u>general public</u> can park?	Yes - No Please circle one only
7.	Do you want to <u>restrict the period of time</u> the <u>Permit Holders</u> can park?	Yes - No Please circle one only

Office Use Only

SR #: _____ Location: _____ This area has been classified as <u>PPA</u> <u>RRA</u> (circle from one only) Approved by: _____ Date: _____
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CITY OF MELBOURNE

Parking & Traffic Branch
PO Box 780
Melbourne 3001
ABN: 55 370 219 287

Telephone 03) 9658 9638
Fax 03) 9654 8003

Parking Enforcement Agreement / Private Parking Agreement Application Form

Applicant details

Name: _____
 Company: _____
 Business Ph: _____ Fax No: _____ Mobile: _____
 Address: _____
 Suburb: _____ Postcode: _____
 Email: _____
 Postal Address: _____
 Suburb: _____ Postcode: _____

Body Corporate details (if applicable)

Contact person: _____ Phone No: _____

Property details

No.: _____ Street: _____
 Suburb: _____ Postcode: _____

Current Parking Issues

I have attached the following documentation:

<input type="checkbox"/> Credit Application Form	<input type="checkbox"/> Land Title / Authority to Manage
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Public Liability Insurance
<input type="checkbox"/> Questions to Determine Area Classification	

Applicant's declaration

I am the owner or the authorised representative of the property mentioned in the application form, and I am responsible for the payment of all fees and charges associated with a PEA

Applicants Signature: _____ Date: _____



Credit Application

Please tick the appropriate box

New Debtor Change of debtor details

TRADING TERMS: 30 DAYS

Customer No: _____

Customer Name: _____

ABN: _____ ACN: _____

Business address (*P.O Box not acceptable*) _____

State: _____

Postcode _____

Postal Address: _____

State: _____

Postcode _____

Telephone (Bus): _____ Mobile No: _____

Facsimilie: _____ E-mail: _____

Contact Name: _____

The City of Melbourne sends all invoices and statements electronically. Please select one of the following methods of receiving invoices and statements:

FAX / E-MAIL (*please circle*)

Conditions of Credit Application

I/We agree to abide by the following conditions:

- payment to be made within thirty (30) days of the date on the invoice
- City of Melbourne may charge interest at the rate specified under section 172 (1) of the Local Government Act, if payment is not received within the terms stated.
- City of Melbourne reserves the right to suspend customers' credit if payment is not made within Council's prescribed Trading Terms.

Customer's Name (*Print Name*) _____ Date: _____

Customer's Signature _____

City of Melbourne Officer (*Print Name*) _____ Phone Number: _____

Signed by City of Melbourne Officer _____