

# Traffic, Safety and Parking Policy

## Purpose

The purpose of this policy is to ensure safe and appropriate driving and parking of vehicles on Unitec grounds. In this policy, “Unitec” refers to Te Pūkenga – New Zealand Institute of Skills and Technology, trading as Unitec.

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## Scope

Subject to any provision of this policy to the contrary, this policy applies to all persons driving, using or parking a motor car, truck, motorcycle or other vehicle of any description on Unitec grounds.

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## Policy Statement(s)

### 1. Vehicle Use and Safety

- 1.1. All vehicles must be driven and parked in a safe and considerate way, and in accordance with this policy.
- 1.2. No person may drive or park on Unitec grounds in a manner that contravenes any provision of the New Zealand Road Code. More specifically, but without limiting any aspect of the New Zealand Road Code, no person may:
  - 1.2.1. drive a vehicle dangerously, carelessly or inconsiderately on Unitec grounds, or
  - 1.2.2. park on Unitec grounds in a manner that impedes access to or exit from an area by other vehicles, or otherwise park in a manner that is not safe.
- 1.3. All persons must at all times comply with traffic markings and signs displayed within Unitec grounds. Any traffic markings or signs that are the same as those used in the New Zealand Road Code have the same meaning on Unitec grounds as they do in any other public place.
- 1.4. Drivers of vehicles must comply at all times with directions given or notified by Unitec’s Security Team or Unitec’s parking enforcement contractors including directions regarding driving, slowing down, stopping, parking, moving on, or removing vehicles.
- 1.5. The maximum speed limit on Unitec grounds shall be 30 kilometers per hour. Speed limits of less than 30 kilometers an hour may be indicated for a particular area on Unitec grounds. No person may drive at a speed in excess of that indicated for the area. At no time may any person drive on Unitec grounds at a speed, or in a manner, that might prejudice the safety of other drivers or pedestrians.
- 1.6. When requested by a member of Unitec’s Security Team or Unitec’s parking enforcement contractors, drivers or vehicle owners on Unitec grounds must provide full and accurate details of their name and/or address.
- 1.7. The New Zealand Road Code prohibits the use of hand-held mobile phones while driving. All drivers of Unitec vehicles must comply with these road rules. This also applies to all drivers using roads within the Mt Albert campus.
- 1.8. The New Zealand Road Code does allow for the use of hands-free mobile phones when used with an approved hands-free car kit or hands-free earpiece.

- 1.9. It is legal to use a mobile phone to make, receive or end a call when driving if:
  - 1.9.1. the driver does not have to hold or manipulate the phone to do so (i.e. phone is completely voice activated), or
  - 1.9.2. the mobile phone is securely mounted to the vehicle and the driver manipulates the phone infrequently and briefly.
- 1.10. The New Zealand Road Code does not allow drivers to create, send, or read text messages under any circumstances. Although the New Zealand Road Code allows the use of hands-free mobile phones, the NZTA recommends that drivers minimise the potential for distraction by switching phones off while driving, or pulling over to make or receive calls.

## 2. Licence Requirements

- 2.1. Staff who specifically require a driver's licence for their job must notify their manager if their licence is suspended or removed.

## 3. Parking

- 3.1. The Unitec Executive Leadership Team may, from time to time, determine parking fees.
- 3.2. The Executive Director or their delegate:
  - 3.2.1. may issue a parking permit to authorise a staff member or other person to park in car parks, and
  - 3.2.2. will ensure that suitable parking arrangements are made for Unitec-owned vehicles that are required to be available for use as pool cars and for the vehicles of disabled persons.
- 3.3. All persons parking on Unitec grounds must at all times comply with the Carpark Terms and Conditions displayed within Unitec grounds (refer Schedule 1).
- 3.4. Visitors to Unitec may park in any designated paid parking area. Except where a visitor has registered his or her vehicle with the appropriate staff member, a visitor may not park his or her vehicle in a car park designated for visitor parking.
- 3.5. All vehicles parking in Paid parking areas must:
  - 3.5.1. have either paid at the parking machines,
  - 3.5.2. have paid electronically via the mobile app designed for this, or
  - 3.5.3. have obtained a valid parking permit from Unitec Security (to be issued only under exceptional circumstances with the express authorisation of the Director Infrastructure) and have the permit displayed prominently in the vehicle's windscreen.
- 3.6. No person shall park a vehicle in a parking space designated as parking for disabled persons without displaying in the vehicle an official "Operation Mobility" label issued by the NZCCS or a temporary disabled parking permit issued by the Manager Disability Liaison.
- 3.7. No person may park, stand or stop a vehicle:
  - 3.7.1. in any area designated "No Parking", "No Standing", "Keep Clear", or "No Stopping" respectively,
  - 3.7.2. in any area designated for sub-contractors/service people who are working on buildings and grounds,
  - 3.7.3. on any footpath, road kerb, garden or verge,
  - 3.7.4. on any grass area unless parking is specifically authorised in that area,
  - 3.7.5. in any area where restrictions are indicated by cross-hatching, continuous or broken yellow painted lines,
  - 3.7.6. in such a way as to impede access to emergency exits or any other access way,
  - 3.7.7. in such a way as to impede access to walkways and ramps,

- 3.7.8. in such a way as to obstruct pedestrian crossings, footpaths and disabled persons access ways,
  - 3.7.9. in such a way as to damage grassed areas,
  - 3.7.10. in such a way as to impede access by a lawn mowing contractor to grassed areas,
  - 3.7.11. in such a way as to restrict visibility at road intersections and junctions,
  - 3.7.12. in such a way as to restrict traffic flow (e.g. by double parking), and/or
  - 3.7.13. in any other way that contravenes the New Zealand Road Code.
- 3.8. No person may leave a vehicle parked in the same parking area or parking space for more than 24 hours continuously without prior permission from the Executive Director or their delegate.
- 3.9. No person may sleep overnight in a vehicle on Unitec grounds.
- 3.10. All persons park their vehicles on Unitec grounds at their own risk. Unitec will not be responsible or liable for any damage or loss that may be caused to any vehicle on Unitec grounds.

#### **4. Contractors' Vehicles**

- 4.1. Contractor/Service Vehicles must be parked in accordance with the provisions outlined above and must display a contact name and number while on campus.
- 4.2. Service Vehicle parking and access ways are to be used as the primary places for deliveries while performing their service.
- 4.3. Contractor/Service Vehicles that need temporary access to land-locked buildings may drive on designated sidewalks and park in area provided that no emergency exits are blocked, that there is a pedestrian walkway/access and that a contact name and number are clearly displayed.
- 4.4. Any Contractor/Service Vehicles within a project boundary fence are not subject to the provisions outlined in this section.

#### **5. Failure to Comply with this Policy**

- 5.1. Subject to the provisions of this policy, any vehicle that is parked or driven in a manner that contravenes the provisions of this policy may be towed, wheel clamped or otherwise removed from the place in which it is parked at the direction of the Security Manager or a Security staff member authorised by the Security Manager, or by Unitec's parking enforcement contractors in accordance with Schedule 1.
- 5.2. Vehicles towed or removed under this section will be held at such place on such conditions as prescribed in Schedule 1. A vehicle towed from or within Unitec grounds may be recovered on provision of satisfactory proof of entitlement to possession and upon payment of the charges prescribed in Schedule 1.
- 5.3. Where any person contravenes any provision of this policy or fails to make any payment imposed by this policy, the Security Manager or his or her delegate may:
- 5.3.1. issue a warning to that person,
  - 5.3.2. direct that person not to drive a vehicle within Unitec grounds for a period not exceeding 12 months,
  - 5.3.3. ban the vehicle driven by that person from all or any Unitec grounds for a period not exceeding 12 months, and/or
  - 5.3.4. direct any vehicle that has been so banned to be wheel clamped, towed or otherwise removed from Unitec grounds.
- 5.4. Any person may appeal any decision made by the Security Manager or their delegate. Any such appeal must be made in writing to the Executive Director within seven days from the date on which the person is notified of the decision of the Security Manager or his or her delegate. The decision of the Executive Director in relation to the appeal shall be final.

## Reference Documents

New Zealand Road Code

## Appendices

Schedule 1: Carpark Terms & Conditions

## Approval Details

<b>Version number (this version)</b>	5	<b>Issue Date (this version)</b>	February 2023
<b>Version History (Amendments made to this version)</b>	Amendments made in response to organisational change and change of parking enforcement contractor / adoption of new Carpark Terms and Conditions		
<b>Approval authority</b>	Executive Leadership Team		
<b>Policy Sponsor (Has authority to approve minor amendments)</b>	Executive Director	<b>Policy Owner</b>	Infrastructure Director
<b>Contact Person</b>	Jaala Jacobs	<b>Date of Next Review</b>	January 2025

## SCHEDULE 1



# CARPARK

## TERMS AND CONDITIONS



### PARKING FEES APPLY

**BY ENTERING THIS CARPARK YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW.**

**IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU MUST LEAVE THE CARPARK IMMEDIATELY.**

**BY ENTERING THIS CARPARK YOU ALSO BIND THE OWNER OF THE VEHICLE AND WARRANT YOUR AUTHORITY TO DO SO.**

WE PUT YOU ON NOTICE THAT an Enforcement Regime operates in this carpark and we will issue a breach notice to any vehicle where you have failed to comply with the Terms and Conditions of this carpark. These terms and conditions apply from the time your vehicle enters the carpark and apply 24 hours a day, 7 days a week. We make no representation that any car park space will be available at any time.

THIS CARPARK SERVICE DOES NOT INCLUDE ENSURING THE SAFETY OF THE VEHICLE OR ITS CONTENTS WHILE IT IS PARKED HERE.

YOU PARK HERE AT YOUR OWN RISK. DO NOT LEAVE VALUABLES IN THE VEHICLE.

**DEFINITIONS**

"Breach Notice" means any notice attached to your vehicle or sent to the owner of the vehicle advising of any breach of these terms and conditions.

"Enforcement Regime" means that the carpark will be monitored and enforced using a range of processes and tools including manual patrols and vehicle licence plate recognition cameras.

"Fees" means all amounts charged by us to you.

"Pay By Plate machines" means any parking machine supplied in the carpark.

"Parking Permit" means a valid permit issued to you by us.

"Parking Session" means the time the vehicle is in the carpark. The vehicle does not have to be stationary, nor does the driver need to leave the vehicle.

"You" means both the driver and the owner of a vehicle entering this carpark.

"We", "us" and "our" means Te Pūkenga and any of its contractors, employees or agents.

**OUR RESPONSIBILITIES**

1. We agree to provide you with a place to park your vehicle in consideration for payment of the amount specified on our Pay By Plate machines located in the carpark or as otherwise communicated to you in writing.
2. We agree to take all reasonable care in providing our service to you, but we cannot guarantee the security of your vehicle or belongings. We accept no liability for any claim by you or any other person, whether for loss or damage to you or any other person or to your vehicle or any other vehicle, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise. We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request.
3. We agree to perform our obligations under the Health and Safety at Work Act 2015 and all other applicable legal requirements under New Zealand law.

**YOUR RESPONSIBILITIES**

1. You agree to comply with all terms and conditions, rules and directions displayed in this carpark or communicated to you by our staff.
2. You agree that you bind the owner of the vehicle to these terms and conditions and warrant your authority to do so.
3. You agree to observe all specified time limits in relation to your use of this carpark.
4. You agree not to obstruct other persons or vehicles using the carpark.
5. You agree to only park in allocated car parking bays.
6. You agree not to park or drive on "reserved", "no parking" or "no stopping" areas including "grassed" areas unless expressly authorised to do so or directed by our staff.
7. You agree not to park in any mobility carpark (provided for people with mobility restrictions) without displaying a valid permit issued under the Mobility Park Permit Scheme.
8. You agree not to reside in or occupy your vehicle overnight while your vehicle is in this carpark.
9. If your vehicle is left in the carpark for more than twenty four (24) hours without our express permission, then that vehicle will be deemed to have been abandoned and you further agree that it may be removed (towed) from the carpark at your cost.
10. You agree to pay the applicable fee for your use of the carpark as follows:
  - a. on arrival into the carpark, to enter your vehicle registration plate number into the supplied Pay By Plate machine and to pay all necessary fees and charges for the time notified; OR
  - b. on arrival into the carpark, complete a payment transaction for a valid parking session using an approved mobile phone payment application; OR
  - c. to obtain a parking permit valid for the duration of your stay and to make yourself aware of and compliant with all rules and terms and conditions under which a parking permit was issued to you.
11. **You agree to pay a fee of \$65.00 for each Breach Notice that may be issued to you for breaching these terms and conditions**, this fee being a fair estimate of our costs of enforcing the conditions of this car park.
12. If you do not pay the Breach Notice within 20 working days of the issue date, we will issue a follow-up letter and you further agree to pay the Administration Fee of \$20.00, this fee being a fair estimate of our administrative cost in doing so.
13. If you fail to pay the Breach Notice and the Administration Fee within a period of 10 working days of the date of the follow-up letter, you agree to pay all additional costs involved in collecting the debt, including without limitation, costs associated with the debt being transferred to a debt collection agency and/or all legal costs on a solicitor/client basis relating to the collection of the debt.
14. We have the right to clamp or enter the vehicle and remove (tow) it for operational, safety and/or enforcement purposes. This right extends to the recovery of any unpaid Breach Notice and applies to any carpark managed or enforced by LPR Enforcement Services Ltd (trading as Stellar).
15. You authorise us to share the registered owner's contact details with any third party for the purposes of enforcement and/or debt collection. You authorise the owner of the vehicle to release your details to us for the purposes of enforcing these terms and conditions.
16. You agree that we have no liability for any loss or damage caused to your vehicle or your belongings whilst they are in the carpark, or as a result of us clamping or entering the vehicle or moving the vehicle.
17. You agree to pay all costs incurred by us in enforcing our rights under these terms and conditions, including clamping, towing, storage, release fees, fees specified in any notice, and any other costs. Costs continue to accrue until they are paid.
18. You are liable for any damage to the carpark caused by you or your vehicle including any damage caused by oil or other leaking substances.
19. You agree to indemnify us in respect of any claim made against us arising out of your use of the carpark, or out of the use of the carpark by any person driving your vehicle or otherwise with your authority.
20. If we fail to act or pursue any right or remedy available to us this will not in any way prejudice our right to exercise that or any other right or remedy.
21. We are not liable to you for any amount whatsoever exceeding the amount of fees you have paid to park in this carpark for the relevant Parking Session.
22. We have the right to revoke your permit or ability to use our carpark at any time for any reason by attaching a notice to the vehicle or by sending it to the owner of the vehicle.

**This carpark is managed by Te Pūkenga and enforced by LPR Enforcement Services Limited (trading as Stellar).**

**Any vehicle that has been towed may be recovered upon payment of \$250, plus any outstanding breach notices from**

**SOUTHERN DISTRICT TOWING 38 OAKLEIGH AVE, TAKANINI PHONE 0800 008 111**

\$65.00 Breach Notice Applies