

Standard Permit Conditions

1.0 Permits to Occupy

- 1.1. This Permit to Occupy a secure parking space at the Weinam Creek Commuter Facility is issued pursuant **Redland City Council Local Law No.1 (Administration) 2015**. The permit is granted subject to compliance with these standard permit conditions.
- 1.2. For the purpose of these conditions the following definitions apply: -
 - 1.2.1. The “Permit Holder” is the person (or persons) nominated on the Application for Allocated Parking form.
 - 1.2.2. The “Weinam Creek Commuter Facility” includes the Marina Berthing Area, the Navigational Channel, the fairway to the jetties and the associated secure parking compounds and their surrounds.
 - 1.2.3. “Council” means the Redland City Council
 - 1.2.4. “Car compound” means the secure areas within the Weinam Creek Commuter Facility that are designated for car parking.
- 1.3. The permit holder shall at all times observe and obey all statutes, laws and regulations, and will comply with any directions from Council.
- 1.4. Car spaces will only be offered to persons that are permanently living or employed fulltime on the Southern Moreton Bay Islands. This must be your primary residence or employment. Upon acceptance of a car space, applicants must provide evidence (written proof as required) to demonstrate to Council’s satisfaction they are a permanent resident of, or are employed fulltime on the Southern Moreton Bay Islands. The permit will be valid only whilst the permit holder is living, or employed fulltime, on the Southern Moreton Bay Islands. The permit holder must relinquish the car space when moving from the islands.
- 1.5. **The Permit to Occupy is NOT transferable.** The permit holder is the registered tenant of the car space and therefore is responsible for any outstanding fees, changes to vehicle details or account details. The permit holder shall not transfer or assign this permit to any other person without express written consent from Council.
- 1.6. Eligible permit holders may be permitted to park in a disability parking bay. To be considered eligible, permit holders must hold a valid Australian Disability Parking Permit issued by Queensland Department of Transport and Main Roads.
 - 1.6.1. The permit holder must provide Council with a colour photocopy of their Disability Parking Permit.
 - 1.6.2. The Disability Parking Permit must be displayed on the vehicle at all times whilst it is parked in the car compound. Failure to display the Disability Permit may result in an infringement notice being issued.
 - 1.6.3. Upon expiry of the Disability Parking Permit, the permit holder must provide to Council a colour photocopy of the new current Disability Permit.
 - 1.6.4. If a current Disability Permit cannot be provided the permit holder will be allocated the next available car space elsewhere within the car compound.
- 1.7. The permit holder will be issued with annual permit stickers for all permitted vehicles. The permit sticker must be displayed on the vehicle windscreen (passenger side, bottom edge) at all times whilst parked in the compound. Expired permit stickers must be removed.

1.0 Permits to Occupy (cont’d)

- 1.8. Permit holders will be issued with access card/s or key/s when allocated a space. A maximum of 3 cards or keys is allowed per car space.
- 1.9. Requests to relocate parking spaces from existing permit holders cannot be accommodated.
- 1.10. Up to three vehicles may be permitted under one permit; **only one vehicle may be parked in a car compound a time.** Permit holders **must** advise Council of any changes in details of the permitted vehicles.
- 1.11. Council has provided 2 Overflow car spaces (*as signed*) adjacent to the vehicle entry gates. Permit holders are permitted to use these spaces only in the event that their allocated car space is in use illegally. Permit holders should notify Council of the illegally parked vehicle in their allocated car space as soon as possible. Do not park in any other numbered car space.
- 1.12. Permitted vehicles shall not be used for the purpose of living quarters or the operation of a business while such vehicles are within the Car compound.
- 1.13. Major repairs and/or servicing of a vehicle is not permitted within the car compound without the written consent of Council. The permit holder is required to notify the Council of any emergency repairs required to be carried out.
- 1.14. Storage of items other than the permitted vehicles is strictly prohibited within the car compound, for the avoidance of doubt this includes trailers of any kind.
- 1.15. Permit holders must ensure that all access gates to the car compound are locked at all times.
- 1.16. The maximum length of a vehicle that may be parked in the car compound is 5.5 metres. No heavy vehicles allowed in compound at any time.
- 1.17. Council may direct a permit holder or other person in control of a vehicle to remove a vehicle from the car compound for the following reasons:
 - 1.17.1. The vehicle is not parked within a marked bay;
 - 1.17.2. The vehicle is not permitted to the compound; or
 - 1.17.3. Any other reasonable operational or safety reason.
- 1.18. Failure to remove the vehicle when instructed may result in Council removing the vehicle without notification to the holder of the vehicle. The vehicle will be at the risk of the holder who will then be responsible for all costs associated with the removal of the vehicle and its storage. The permit indemnifies Council against any claims whatsoever in respect of loss, damage, accident or injury of any nature which may arise to the vehicle in connection with such removal and its storage elsewhere.
- 1.19. The installation of any structure within the car compound including but not limited to carports, shade sails and awnings, is prohibited. The installation of such a structure will be a breach of these conditions and may result in an infringement notice being issued, and/or a Compliance Notice directing permit holder to remove the structure immediately. Failure to remove the structure within a reasonable time, Council may, without further notification to the permit holder, remove the structure. The permit holder shall be responsible for all costs and liabilities associated with the removal of the structure. The permit holder shall indemnify Council against any losses whatsoever in respect of loss, damage, accident or injury of any nature which may arise in connection with the removal of the structure.

Further Information

2.0 Fees and Charges

- 2.1. Council will set all applicable fees, deposits, security bonds and charges in respect of the car compound. The fees and charges will be published in Council's schedule of fees document.
- 2.2. Upon making application the initial payment period will be to the end of the current quarter and the fees will be adjusted on a pro-rata basis, thereafter fees will be invoiced for payment in advance for the next quarter.
- 2.3. Failure to pay by the due date may result in access to the car compound being denied until the outstanding fees are brought up to date. Should payment remain outstanding, a termination notice may be issued and may result in access restrictions and the Permit to Occupy being revoked.
- 2.4. The following refundable security bonds are payable by acceptance of the car space:
 - 2.4.1. Security bond
 - 2.4.2. Security bond for proximity card or security key
- 2.5. All faulty and damaged proximity cards or security keys are to be returned to Council. Faulty proximity cards or security keys will be replaced at no charge and a replacement will be issued to the permit holder ONLY. Photo ID is required. There will be no refund of bond monies for any lost, stolen or damaged proximity cards or security keys

3.0 Termination of Permit

- 3.1. Council may terminate or suspend access to Weinam Creek Secure Compound immediately, without prior notice or liability, if found that the Permit Holder is no longer permanently residing or employed fulltime on the Southern Moreton Bay Islands.
- 3.2. Failure to observe and comply with any of the conditions contained herein shall entitle the Council to terminate the permit without due notice or compensation.
- 3.3. This permit can be terminated by either party in writing. Council will refund any fees paid in advance on a pro rata basis. If applicable, Council may refund deposits taken and/or security bonds collected. If security keys or proximity cards are not returned, Council will retain the bond monies paid. Council reserves the right to apply any security bond monies to outstanding fees owed by the permit holder at the date of termination.
- 3.4. In the event of termination of the permit, the permit holder shall immediately remove their vehicle from the parking space as directed by Council. If the vehicle is not removed as directed, Council may, without notification to the permit holder, remove the vehicle. The permit holder shall be responsible for all costs and liabilities associated with the removal of the vehicle. The permit holder shall indemnify Council against any claims whatsoever in respect of loss, damage, accident or injury of any nature in connection with the removal and storage. The terms and conditions of this permit will remain enforceable upon the permit holder after the expiry date until such time as all defaults are remedied and the vehicle is removed from the car compound. If default occurs, then bond monies may be used to cover any outstanding fees. If bond amounts are insufficient Council may recover the outstanding monies from the permit holder as a liquidated debt.
- 3.5. Any notice given by Council shall be considered sufficiently executed if it is signed by the CEO or other delegated officer and any such notices shall be considered served on the permit holder if emailed, left at or posted to the addresses that are current Council records or that was provided on the Permit to Occupy.
- 3.6. On receipt of a termination notice or when cancelling a permit to occupy, Council will process any refunds to include;

- 3.6.1. collection of all security keys, and proximity card/s in good working order
- 3.6.2. collection of any unpaid fees, and / or
- 3.6.3. refund any monies owed.

4.0 Registration, Insurance, Risk Liability and Indemnity

- 4.1. All permitted (or Authorised) vehicles driven or stored in the facility shall be Registered with the Department of Transport for driving on the road and thereby covered for Compulsory Third Party. In addition the vehicle must be insured either Comprehensively or alternatively for Third Party Property Damage Only.
- 4.2. The use of the car compound is done so at the permit holder's own risk. Council is not liable for any damage of any nature to a permit holders' vehicles or goods therein. Any vandalism, loss or theft of permit holders' vehicle and goods should be reported directly to Police Link 131 444.
- 4.3. The permit holder shall indemnify Council, the Chief Executive Officer and any Council Officer or person acting on behalf of the Council against all claims, actions, suits, liabilities, losses, damages to property or persons and expenses of every nature and character that arise or result directly or indirectly from or relate to any act by the holder or omission of the Council, its servants, agents, invitees or by any persons or things entering the Weinam Creek Commuter Facility lawfully or unlawfully and its surrounds during currency of the permit or any extension thereof.

5.0 Environmental Safety

- 5.1. Any activity, which is reasonably likely to cause environmental harm, is strictly prohibited within the Weinam Creek Commuter Facility.
- 5.2. Prohibited activities include, but are not limited to;
 - 5.2.1. abrasive blasting or spray painting
 - 5.2.2. the maintenance or cleaning of vehicles where contaminants are likely to be released into the water, roadside gutters or stormwater system.
- 5.3. Any spillage of waste contaminants or other materials, including but not limited to oil, fuel, suspended solids, detergents and litter, in the car compound or into the water must be cleaned up as quickly as is practicable.
- 5.4. All environmentally harmful contaminant spills must be reported immediately to Council for remedial action.

6.0 Council Authority - Enforcement Officers

6. The Authority of the Council, the Chief Executive Officer and the authorised Enforcement Officers duly appointed by Council, shall be recognised at all times. Directions and/or instructions issued by authorised Enforcement Officers must be observed and complied with at all times.

7.0 Closure of Car Compound

7. Council reserves the right to close the car compound, either temporarily or permanently and if it does the Permit to Occupy shall cease. Any such closure will be advised by way of a termination notice to the permit holder and conditions 3.4, 3.5 and 3.6 of these Standard Permit Conditions shall apply.

CAUTION

Failure to comply with any of these Conditions may be an offence under Local Law No.1 and may result in an infringement notice being issued and/or the Permit to Occupy being terminated or suspended.

In case of an emergency please immediately contact Council on (07) 3829 8999.