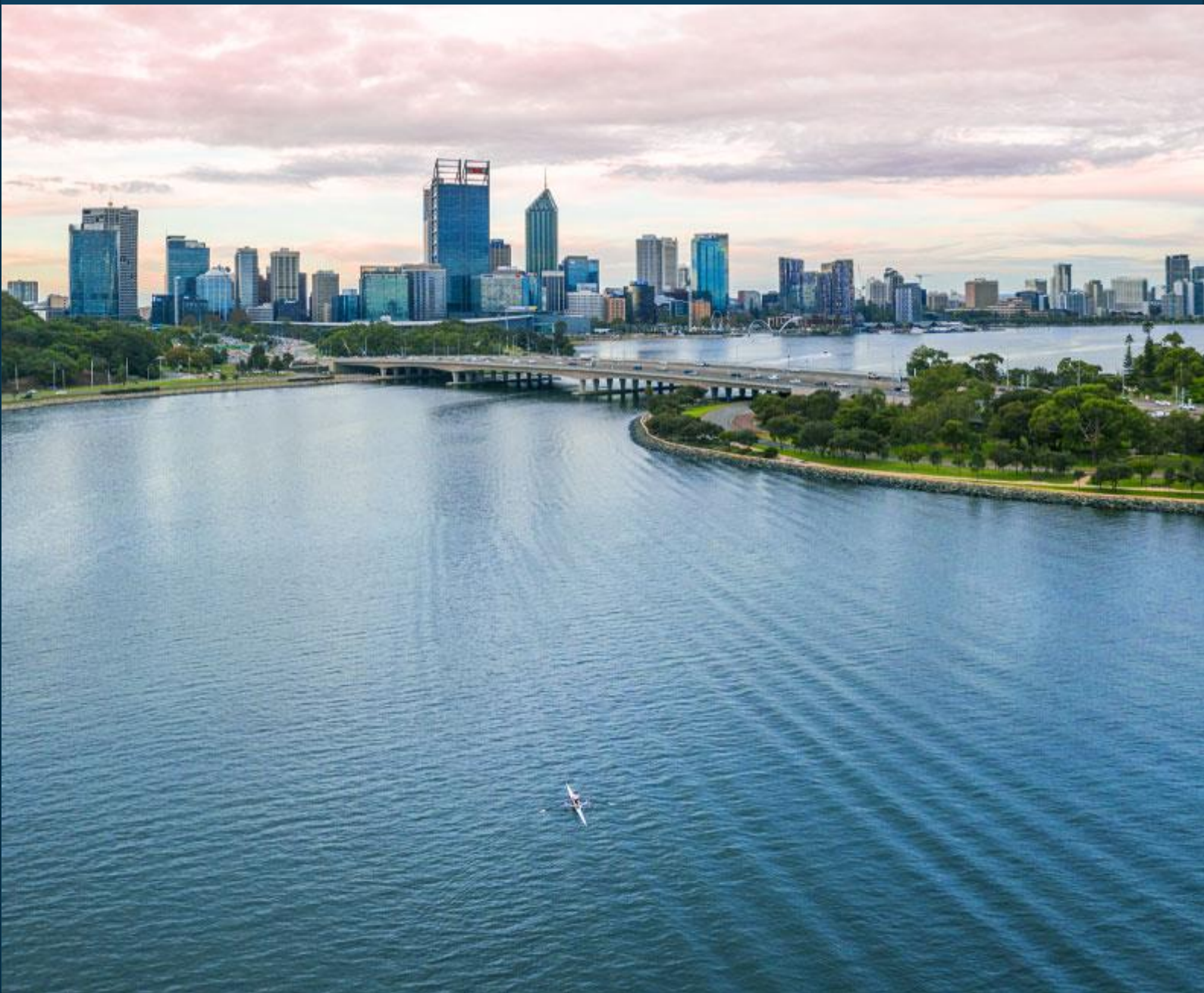




City of Perth

# Terms and Conditions

- Private Property Registration
- Authority to Act on Vacant Land



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# Terms and Conditions

Registration of private property(s) will valid for one year from the date of application/renewal. A renewal notice will be required if any changes to the original application are to be made. No action will be taken if the registration is not current. All applicants are required to complete the **Condition 1 Application Process – 1.1 Single Landowner or 1.2 Strata Title Property (Multiple Landowners)**.

## 1. Application Process - Application Fee \$73.00

### 1.1 Single Landowner

The owner, or their agent, will supply to the City of Perth:

- a) Fully completed Registration of Private Property Application form or in the case of vacant land, fully completed Authority to Act on Vacant Land Application form.
- b) Copy of all pages of the current Certificate of Title.
- c) Where the landowner of the property is a company (and not an individual), a copy from the Australian Securities and Investment Commission (ASIC) is required to prove the direct link between the landowner(s) and the person(s) signing the authority to enter property. This must clearly show the company name, person's name and position(s) held in the company.
- d) Letter of authority from the landowner to the managing agent, providing authority for the agent to act on their behalf for all matters relating to parking and registration.
- e) Sketch plan (A4 size) indicating, in detail, the location of the area (from which streets the private parking can be accessed from) and the number of bays (indicating bays that are designated **ACROD, Visitors, Clients, Customers or Loading etc.**).
  - In the case of vacant land, sketch plan (A4 size) indicating in detail the location of the area to be patrolled.
- f) Payment of the required applicable fees.

### 1.2 Strata Title Property (Multiple Landowners)

- a) Fully completed Private Property Application Form.
- b) Copy of **all pages** of the current Certificate of Title.
- c) Where the landowner of the property is a company (and not an individual), a copy from the Australian Securities and Investment Commission (ASIC) is required to prove the direct link between the landowner(s) and the person(s) signing the authority to enter property. This must clearly show the company name, person's name and position(s) held in the company.
- d) Letter of Authority from **each owner** providing authority to the corporation/managing agent, (whichever is applicable) to act on their behalf for all purposes relating to parking and registration.

- e) For strata titled properties with **over ten different owners**: A copy of the minutes from the most recent AGM may be forwarded, granting permission by the body corporate and/or strata council of the appointment of the City of Perth to attend the registered private property.
- f) Sketch plan (A4 size) indicating, in detail, the location of the area (from which streets the private parking can be accessed from) and the number of bays (indicating bays that are designated **ACROD, Visitors, Clients, Customers or Loading** etc.).
- g) Payment of the required applicable fees.

*Please be advised that it is **your** responsibility to ensure that all parking bays on private property have been properly licensed. For further information Refer to link below.*

[https://www.transport.wa.gov.au/mediaFiles/projects/PROJ\\_P\\_LicensedParkingPerthGuide.pdf](https://www.transport.wa.gov.au/mediaFiles/projects/PROJ_P_LicensedParkingPerthGuide.pdf).

## **2. Display, Ownership and Maintenance of Signage**

- a) The City will install the signs within a reasonable time following a property assessment.
- b) 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.
- c) The City agrees to maintain the signs for the duration of the agreement, and for the period of any Renewal of the Original Agreement.
- d) 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.
- e) Maintenance will be conducted within a reasonable time from notification to the City of any matter requiring maintenance of the Signs.
- f) The parties agree an employee or agent of the City may enter the property at any reasonable time to replace, maintain or install signage.
- g) In the case of vacant land, upon commencement of any construction on the land the owner/s must notify the City of Perth to have the signage removed to avoid any confusion and wrongful prosecutions.

## **3. Change of Ownership**

Should the ownership of the property change, the new owner(s) must notify the City forthwith and complete a new registration form as outlined in Condition 1 of this document.

## **4. Change of Managing Agents**

Any change in managing agents requires completion of the application process as outlined in Condition 1 of this document.

## **5. Change of Authorised Complainant(s) - (Not applicable for Vacant Land)**

Any request to change the authorised complainants must be submitted in writing and on company letterhead, from the owner(s) or managing agent within seven (7) days.

All changes must detail the full names and title of new complainants, and the full names of those complainants which are no longer required. A maximum of **three** complainants are permissible.

Changes to authorised complainants will not become effective until a minimum of two working days after the receipt of the request.

## **6. Hours of Service**

Due to operational requirements, infringement notices can only be issued Monday to Saturday between 9am and 9pm, and Sunday between 8.30am and 5pm. Special arrangements may be made, subject to the availability of staff at the time they are required, to attend outside of these hours.

## **7. Issuing of Infringement Notices**

### **7.1 Private Property Registration**

- a) The City of Perth will only issue infringements notices to vehicles parked on the property that have not received prior permission from an authorised person(s) associated with the property, excluding special arrangements, and this information must be determined prior to calling the City of Perth.
- b) The City of Perth will **not** issue infringement notices to vehicles on any property that does not comply with the Planning Approval, applicable to that property, issued by the City of Perth.
- c) Where staff, tenant(s) or authorised person(s) park in bays other than those which are allocated to them, the problem is considered to be of a **domestic** nature and must be dealt with accordingly by the owner(s), agent or body corporate. The issuing of infringements is not possible in these circumstances.
- d) Vehicles parked within bays designated for **visitors, clients, customers** etc., are deemed to be invited members of the public and therefore infringements will not be issued.
- e) Each property will be assigned an individual registration number and the authorised complainant(s) must quote this number to the infringement services office when attendance is required on 9461 3888. Failure to follow this procedure may result in delays in attendance.
- f) The authorised complainant(s) will be required to meet the Parking Information Officer at the entrance of the property and escort the Officer to the offending vehicle. The authorised complainant(s) will be required to fully complete and sign a Private Property Witness Complaint form.
  - This form is a legal document in court which will be provided by the Parking Information Officer at the time of the attendance and must be fully completed by the authorised complainant in the **presence of the Parking & Information Officer**.
- g) Authorised complainants must fully complete this form and **provide their residential address** should the City require to contact them as per **Condition 9 Witness at Court**.

- h) If the complainant(s) fails to meet the Parking & Information Officer within five minutes of the Officer's arrival, the Officer will depart. An infringement can only be issued in accordance with **Condition 7.1(f)**.
- i) No action will be taken if offending vehicles are not given the opportunity to vacate the premises, within a reasonable time, and/or are obstructed from leaving the premises in any way.
- j) The attending authorised officer retains the right to determine the appropriate action at the time.

## **7.2 Authority to Act on Vacant Land**

The City of Perth will issue infringement notices to all vehicles parked upon the registered vacant land during operational hours.

## **8. Request for Withdrawal of an Infringement Notice**

### **8.1 Private Property Registration**

Only authorised complainant(s) and/or landowner(s) may request the withdrawal of an infringement notice. Should the authorised complainant(s) request an infringement notice be withdrawn, they must:

- Submit their request in writing and must state the Private Property Registration Number, Infringement Number, Vehicle Registration Number and confirmation for withdrawal.
- An administration fee will be charged per infringement notice if the private property owner and/or authorised complainant request the infringement to be withdrawn.
- Failure to pay the administration fee for withdrawal of infringement notices may result in the private property registration being cancelled.

**Please Note:** To avoid this fee, the property owner/authorised person should ensure that the vehicle to be issued an infringement is are not entitled to be parked on the property. The administration fee will stand and if not paid the agreement will be cancelled.

### **8.2 Authority to Act on Vacant Land**

Requests for the withdrawal of infringement notices which have been issued on vacant land are not permitted. Such requests may result in the termination of this agreement.

## **9. Witness at Court**

Should an infringement notice result in action being taken at the Magistrates Court for the recovery of the penalty, the owner/agent and the authorised complainant(s) who witnessed the alleged offence may be required to attend Court as witnesses.

## **10. Annual Renewals**

An annual application and fee for renewal will be required prior to the expiry date of your private property agreement or authority to act on vacant land. Failure to renew will terminate this agreement.

## **11. Termination of Agreement**

Either party may terminate this agreement; by giving notice in writing at least seven (7) working days before the termination is to take effect.

The City may suspend or cancel this agreement, either of its own volition, or upon application by the parties to this agreement, if it has reasonable cause to do so.

**A COPY OF THESE CONDITIONS MUST BE RETAINED  
BY ALL AGENTS, OWNERS & AUTHORISED COMPLAINANTS**