

**Table of Contents**

<a href="#"><u>1 - Introduction</u></a> .....	page 2
<a href="#"><u>2 - Definitions</u></a> .....	page 2
<a href="#"><u>3 - Authority</u></a> .....	page 6
<a href="#"><u>4 - General</u></a> .....	page 7
<a href="#"><u>5 - Traffic</u></a> .....	page 9
<a href="#"><u>6 - Parking</u></a> .....	page 10
<a href="#"><u>6.1.) General</u></a> .....	page 10
<a href="#"><u>6.2.) General Parking Services</u></a> .....	page 11
<a href="#"><u>6.3.) Permit Parking Services</u></a> .....	page 12
<a href="#"><u>6.4.) Complimentary Parking Services</u></a> .....	page 14
<a href="#"><u>6.5.) Special &amp; Other Provisional Parking Services</u></a> .....	page 16
<a href="#"><u>6.6.) Hours of Operation</u></a> .....	page 17
<a href="#"><u>7 - Applying for Permit Parking</u></a> .....	page 19
<a href="#"><u>7.1.) Permit Parking Applications</u></a> .....	page 19
<a href="#"><u>7.2.) Employee Applications</u></a> .....	page 20
<a href="#"><u>7.3.) Student Lottery</u></a> .....	page 20
<a href="#"><u>7.4.) Renewals</u></a> .....	page 21
<a href="#"><u>7.5.) Parking License</u></a> .....	page 21
<a href="#"><u>7.6.) Payment of Permit Parking Fees</u></a> .....	page 22
<a href="#"><u>7.7.) Cancellation/ Termination/ Suspension of Permit Parking</u></a> .....	page 22
<a href="#"><u>8 - Vehicle Permit</u></a> .....	page 25
<a href="#"><u>9 - Violations, Penalties &amp; Fines</u></a> .....	page 26
<a href="#"><u>9.1.) Violations</u></a> .....	page 26
<a href="#"><u>9.2.) Towing</u></a> .....	page 27
<a href="#"><u>10 - Objections &amp; Appeals</u></a> .....	page 28
<a href="#"><u>10.1.) Objections</u></a> .....	page 28
<a href="#"><u>10.2.) Appeals</u></a> .....	page 29
<a href="#"><u>11 - Additional Information and Assistance</u></a> .....	page 30
<a href="#"><u>Schedule A - Summary of Parking Services &amp; Fees</u></a> .....	page 31
<a href="#"><u>A1) General</u></a> .....	page 31
<a href="#"><u>A2) General Parking</u></a> .....	page 31
<a href="#"><u>A3) Permit Parking</u></a> .....	page 31
<a href="#"><u>A4) Complimentary Parking</u></a> .....	page 32
<a href="#"><u>Schedule B - Parking Map - London Fanshawe College Boulevard Campus</u></a> .....	page 33
<a href="#"><u>Schedule C - Parking &amp; Traffic Violations &amp; Fines</u></a> .....	page 34
<a href="#"><u>C1) General</u></a> .....	page 34
<a href="#"><u>C2) Summary of Certain Traffic Violations &amp; Fines</u></a> .....	page 34
<a href="#"><u>C3) Parking Violations &amp; Fines</u></a> .....	page 35
<a href="#"><u>C4) General Violations &amp; Fines</u></a> .....	page 36

## 1 - Introduction

These Parking & Traffic Regulations form an integral part of College Policy 1-F-05 – Parking & Traffic to facilitate the College's normal business operations through the safe and orderly control and conduct of pedestrian and vehicular traffic entering onto, circulating within, and exiting from College Property and of vehicular parking on College Property within the limits established through the College's Campus Master Plan.

## 2 - Definitions

For the purposes of Policy 1-F-05 – Parking & Traffic, these Parking & Traffic Regulations, the Parking Application/ License and/ or any notice, certificate, opinion or other document, agreement, undertaking or assurance made or delivered in accordance with or in furtherance of the content, purposes and intent of College Policy 1-F-05 – Parking & Traffic and these Parking & Traffic Regulations, unless there is something in the subject matter or context inconsistent therewith, the quoted expressions contained in this Section 2 - Definitions have the meanings herein ascribed to them. All derivatives of any of the definitions set forth in this Section 2 - Definitions shall have the meanings appropriate to the derivation of the definition.

1. "Academic Year" means the period commencing on the 1st day of September through to and ending on the 31st day of August immediately following;
2. "Bicycle" means any Vehicle having two wheels and propelled or driven by muscular power. Where the context allows, the term Bicycle includes a tricycle and unicycle but does not include a motor assisted bicycle;
3. "Bikeway" means any path, roadway or portion thereof or any area improved on College Property for the convenience of Bicycles and marked as such by official signs;
4. "Business Day" means any weekday, excluding Saturdays, Sundays and Holidays;
5. "Campus Parking Services" means the department administering, managing and operating Parking Services;
6. "College" or "Fanshawe College" means The Fanshawe College of Applied Arts and Technology. Where the context allows, the term College includes the College Representative and the College Authority;
7. "College Authority" means the person or entity having jurisdictional authority to act under these Parking & Traffic Regulations. Where the context allows, the term College Authority includes the College Representative, Campus Parking Services, and Campus Security Services;
8. "College Campus" means the College Property on which the College delivers post-secondary, apprenticeship and/ or continuing educational programmes and services. Where the context allows, the term College Campus includes, without limitation, the London Oxford Campus located at 1001 Fanshawe College Boulevard, London; the James N. Allan Campus at 634 Ireland Road, Simcoe; the St. Thomas/ Elgin Campus at 120 Bill Martyn Parkway, St. Thomas; and the Woodstock Campus at 369 Finkle Street, Woodstock; Z-Building, 1764 Oxford Street East, London; Y- Building, 1000 Air Ontario Drive
9. "College Property" means the real property, either owned or leased, used and occupied by the College, including, without limitation, the lands, together with the Developed Space, Green Space, Roadways, Bikeways, Walkways, Parking Facilities and other spaces or improvements, which may be designated by the College from time to time, thereon from time to time;

10. "College Representative" means the Director, Facilities Management or the Director's designate;
11. "College Vehicle" means any vehicle owned and Operated by the College, including any long-term lease, license or other assignment of any such Vehicle to a College faculty or division for academic learning and program delivery purposes, and registered with Campus Parking Services. Where the context allows, the term College Vehicle includes, without limitation, vehicles operated by the Faculty of Technology's Motive Power Division and Facilities Management, including Campus Security Services;
12. "Developed Space" means the buildings, facilities, structures and improvements on College Property and any alterations or additions to, subtractions from, or rearrangements of such buildings, facilities, structures or improvements or any other buildings, facilities, structures or improvements which may be designated by the College from time to time;
13. "Driver" means a person driving or otherwise Operating a Vehicle. Where the context allows, the term Driver includes the Owner and the Permitholder;
14. "Emergency Vehicle" means any vehicle operated by an emergency service, having jurisdiction at the municipal location of the College Campus, in response to an emergency incident on or otherwise affecting College Property. Where the context allows, the term Emergency Vehicle includes, without limitation, vehicles operated by the London Police Service, London Fire Service, Middlesex London Emergency Medical Service, London Hydro, Union Gas, and Campus Security Services;
15. "Employee" means any person having a current, employment relationship with the College, including, without limitation, an administrator, faculty, or support staff person employed in a full-time, part-time, partial-load, sessional or other basis;
16. "Fire Route" means any Roadway on which an official sign has been erected designating such Roadway as a fire access route in accordance with the terms and requirements of the Ontario Fire Code;
17. "Green Space" means the natural environment and landscaped green spaces on College Property, including, without limitation, tree lots, grass lawns, planting beds and other landscaped areas and their associated pathways and walking paths, and athletic playing fields, including, without limitation, soccer fields and baseball diamonds, which may be designated by the College from time to time;
18. "Holiday" means any statutory holiday, as recognized and observed by the College;
19. "Laws & Regulations" means any and all applicable by-laws, laws, ordinances, rules, regulations, standards, statutes or codes now or hereafter enacted, amended, revised or replaced, in whole or in part, and promulgated by, or any and all directives or orders issued or requirements made of, an appropriate governmental authority having jurisdiction, whether municipal, provincial or federal, enforceable at the municipal location of the College Property. Where the context allows, the term Laws & Regulations includes, without limitation, the Highway Traffic Act (Ontario), the Trespass to Property Act (Ontario), the Ontario Fire Code and the Criminal Code of Canada;
20. "Motor Vehicle" means a Vehicle propelled or driven by means other than by muscular power. Where the context allows, the term Motor Vehicle includes, without limitation, an automobile, motorcycle, motor assisted bicycle and any other vehicle propelled or driven otherwise than by muscular power;

21. "Notice of Violation" means a ticket issued by the College Authority to a Violator contravening these Parking & Traffic Regulations;
22. "Operating" means having the care or control of a Vehicle;
23. "Owner" means the person identified as owning a vehicle as identified by and registered with the motor vehicle licensing authority in either Ontario or the province or state of that person's permanent residence. Where the context allows, the term Owner includes the Driver and Permitholder;
24. "Park" or "Parking", when prohibited, means the standing of a Vehicle, whether occupied or not, except when standing temporarily for the permitted purpose of, and while actually engaged in, loading or unloading Passengers or merchandise;
25. "Parking & Traffic Regulations" means these parking and traffic rules and regulations now enacted and any and all parking and traffic rules and regulations hereafter enacted, re-enacted, amended, revised or replaced, in whole or in part, and promulgated by the College Representative or any and all directives or orders issued, or requirements made of, a College Authority;
26. "Parking Application" means an application submitted by an Employee (the "Employee Parking Application") or Student (the "Student Parking Application") requesting Permit Parking Services on College Property;
27. "Parking Facility" means a parking lot, facility or other area and/ or a series of Parking Spaces adjacent to a Roadway for Vehicle parking. Where the context allows, Parking Facility includes the entrance to/ exit from such Parking Facility from/ to a Roadway;
28. "Parking Fee" means the amount, in Canadian funds, payable to the Campus Parking Services for the use of a Parking Space, such amount being inclusive of Taxes;
29. "Parking License" means the agreement entered into between the Permitholder and the College granting the Permitholder a license to park the Registered Vehicle on College Property subject to compliance by the Permitholder with the terms and conditions contained in the agreement;
30. "Parking Services" means the ancillary parking operations and services on College Property in accordance with College Policy 1-F-05 – Parking & Traffic;
31. "Parking Space" means a space/ area that has been clearly marked, posted, signed, and/ or designated by official signs from time to time as a space for Vehicle parking;
32. "Parking Year" means the "Academic Year";
33. "Passenger" means any person in a Vehicle other than the Driver;
34. "Pedestrian" means any person walking onto, within or from College Property;
35. "Permitholder" means a person legitimately holding a Vehicle Permit, if applicable, and/ or a Parking License;
36. "Police" means a law enforcement agency or police service authority having jurisdiction at the municipal location of the College Campus. Where the context allows, the term Police includes, without limitation, the London Police Service;
37. "Registered Vehicle" means any Vehicle identified in a Parking Application or Parking License;
38. "Roadway" means any roadway, intersection or other laneway on College Property designated by the College from time to time for Vehicle traffic and circulation. Where the context allows, the term Roadway includes any vehicular entrance to/ exit from College Property at the property line from/ to a municipal street;

39. “Stand” or “Standing”, when prohibited, means the halting of a vehicle, whether occupied or not, except for the permitted purpose of, and while actually engaged in, receiving or discharging passengers;
40. “Stop” or “Stopping”, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of the Police or College Authority or of a traffic control sign or signal;
41. “Student” means a person having current, active registration with the College in a post-secondary or apprentice course or program. Where the context allows, the term Student shall specifically exclude a student registered with the College in a continuing education course or program;
42. “Taxes” means such sum, in Canadian funds, as levied upon the Parking Fee by a governmental authority having jurisdiction, including municipal, provincial or federal. The term Taxes includes the Ontario provincial sales tax and the Federal goods and services tax and any similar tax, the payment or the collection of which is, by the legislation imposing such tax, an obligation of the College;
43. “Transit Facility” means any part of the Roadway approved by the College for the sole and specific use of and operation by a Transit Vehicle and marked as such by official signs;
44. “Transit Vehicle” means a Motor Vehicle operated by a municipal transit commission for the purpose of conveying public transit riders onto/ from College Property. Where the context allows, the term Transit Vehicle includes a Motor Vehicle operated by the London Transit Commission;
45. “Vehicle” means a form of transportation or conveyance propelled or driven by any kind of power, including muscular power, while on College Property. Where the context allows, the term Vehicle includes, without limitation, a Motor Vehicle, Bicycle, trailer, farm tractor and any other vehicle drawn, propelled or driven by any kind of power;
46. “Vehicle Permit” includes any permit or pass issued by the College for parking identification purposes, including, without limitation, a decal required to be affixed inside a Vehicle’s windshield/ rearview mirror, a tag required to be hung from a Vehicle’s rearview mirror and/ or a paper pass required to be placed on a Vehicle’s interior dashboard, as may be required from time to time by the College, such permit or pass may be numbered, bar coded, dated or otherwise marked for identification purposes;
47. “Violator” means any person or Vehicle contravening these Parking & Traffic Regulations. Where the context allows, the term Violator includes a Pedestrian, an Owner, a Driver, or a Passenger contravening these Parking & Traffic Regulations;
48. “Visitor” means any person, excluding any Student, Employee or Contractor, who has a legitimate purpose and/ or permission to be on College Property; and
49. “Walkway” means any sidewalk, pathway, walkway or standing surface on College Property designated by the College from time to time for Pedestrian traffic and circulation. Where the context allows, the term Walkway includes an outdoor designated smoking area and any Pedestrian entrance to/ exit from College Property at the property line from/ to a municipal sidewalk.

### 3 - Authority

1. Authority. These Parking & Traffic Regulations are made in accordance with College Policy 1-F-05 – Parking & Traffic under the authority of The Fanshawe College of Applied Arts and Technology.
2. College Rights. The College Campus is the private property of The Fanshawe College of Applied Arts and Technology and, therefore, the College reserves at all times the right to:
  - a. Maintain full jurisdiction for the control of pedestrian and vehicular traffic entering onto, circulating within, and exiting from College Property and vehicle parking on College Property;
  - b. Establish, develop, maintain, operate and administer the Parking Services, Policy 1-F-05 – Parking and these Parking & Traffic Regulations;
  - c. Enact, amend, supplement, revise or replace, in whole or in part, and promulgate at any time and from time to time, without notice, Parking & Traffic Regulations;
  - d. Make changes, temporary or permanent, to the Parking Services, in whole or in part, including, without limitation, any change in type, fee, hours of operation, number, size, orientation, configuration, assignment or re-assignment, location or relocation, and/ or rearrangement of such Parking Services, the Parking Facilities or Parking Spaces, at the College's sole discretion, without notice, at any time and from time to time for any reason considered advisable by the College; and
  - e. Enforce, when and as necessary, and take action against violators of, Policy 1-F-05 – Parking and these Parking & Traffic Regulations.
3. College Representative. The College Representative has overall responsibility, accountability, authority and jurisdiction for the development, administration, maintenance and enforcement of Policy 1-F-05 – Parking & Traffic, the Parking Services and these Parking & Traffic Regulations. The College Representative may delegate operational authorities, responsibilities and accountabilities to departments within the College Representative's operations.

## 4 - General

1. Number & Gender. Words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders
2. Regulations Apply. These Parking & Traffic Regulations apply at all times to every person and every vehicle entering onto, on, circulating within or exiting from College Property.
3. Observation of Laws & Regulations, College Policy, Etc. Every person and every vehicle entering onto, on, circulating within or exiting from College Property will observe, abide by, adhere to, and comply with the Laws & Regulations as well as applicable College Policy, including, without limitation, Policy 1-F-05 – Parking and these Parking & Traffic Regulations.
4. Parking Services – No Obligation. While the College has no legal obligation to provide any parking services whatsoever, Parking Services will be provided in certain Parking Facilities to permitted Students, Employees or Visitors as a privilege under license in accordance with these Parking & Traffic Regulations. Campus Parking Services will operate as a financially self-reliant ancillary operation (per Board of Governor Policy 1-B-03) and Parking Rates will be established to reflect demand for such services and to recover administrative, management, operational, development and maintenance costs of such services.
5. Further College Rights. Further to Section 3 - 2), the College further reserves at all times the right to:
  - i. Obstruct or close off access to College Property, in whole or in part, including, without limitation, the Parking Facilities, at any time and from time to time without notice for any reason whatsoever (including, without limitation, emergency, maintenance, repair, construction, prevention of misuse or any other reason considered to be advisable by the College);
  - ii. Prohibit or restrict any person or vehicle from accessing and/ or being on College Property and/ or restrict or otherwise terminate campus parking privileges to any person or vehicle on either a permanent or temporary basis without notice for any reason whatsoever (including, without limitation, emergency, maintenance, repair, construction, misuse or any other reason considered to be advisable by the College); and
  - iii. Reassign or relocate, temporarily or permanently, Parking Facilities within College Property and to reassign or relocate, temporarily or permanently, the Parking Space and/ or Parking Facilities of a Permitholder within the same, similar or relocated Parking Facilities or type of Parking Facilities at any time and from time to time without notice for any reason whatsoever (including, without limitation, emergency, maintenance, repair, construction or any other reason considered to be advisable by the College). In the event of any such temporary reassignment or relocation, the College will, without any obligation whatsoever and compensation therefor, make every reasonable effort to provide advance notice.

6. Identification to be Produced. The College reserves the right to require the Driver of a Vehicle to produce, upon request by the Police or a College Authority, his/ her driver's licence, Motor Vehicle vehicle ownership and proof of Motor Vehicle insurance coverage and further reserves the right to require a Passenger of a Vehicle to produce, upon request by the Police or a College Authority, their proof of identification being photo identification acceptable to the Police or the College Authority and the Driver and/ or Passenger shall produce such documentation upon request.
7. College Neither Responsible nor Liable. The College cannot and will not assume any responsibility or liability whatsoever for:
  - i. Any damage, destruction to or any theft or loss of any property, including any vehicle or the contents of any vehicle, or for any injury to or any death of any person, however caused; and/ or
  - ii. Any reassignment or relocation of or any disruption, restriction, termination or other cancellation, temporary or permanent, or any loss suffered as a result therefrom, of any Parking Services to any person or vehicle, Permitholders included, however caused.
8. Damage or Destruction to College Property. Any person causing any damage or destruction, wilful, malicious or otherwise, to College Property including, without limitation, Roadways, Walkways, Green Spaces and lighting systems, posts and signage, and parking control equipment and gates, is in violation of these Parking & Traffic Regulations.
9. Responsibilities for Conduct, Acts and Omissions. The Passenger of a Vehicle will be responsible to the College for his/ her conduct, acts and omissions. The Driver of a Vehicle will be responsible to the College for his/ her conduct, acts and omissions and for the conduct, acts and omissions of the Passengers in the Driver's Vehicle. The Owner of a Vehicle will be responsible to the College for his/ her conduct, acts and omissions and for the conduct, acts and omissions of the Driver and Passengers in the Owner's Vehicle.
10. Owner's Environmental Responsibilities. The Owner of a Vehicle will be responsible to ensure that the Vehicle is properly maintained so that fluids, including, without limitation, gasoline, diesel fuel, motor oil, hydraulic fluid and engine coolant, are not allowed to escape or otherwise leak onto College Property or into the environment. The Owner of an offending Vehicle shall be responsible for paying and will pay to the College all costs and expenses relating to any clean-up and restoration, including, without limitation, any legal costs as well as any costs and expenses to remove the offending Vehicle, incurred by the College, in addition and without prejudice to any other right or remedy the College may have under College Policy, these Parking & Traffic Regulations or at law.
11. Driver Liability for Injury/ Death to Persons and Damage to Property. The Driver of a Vehicle will be solely responsible for and assumes all liability for any injury to and death of any person and for any damage or destruction to property, including, without limitation, College Property, arising from his/ her driving or otherwise Operating the Vehicle.



12. Reporting Losses or Theft to Campus Security. The Driver or Owner of a Vehicle is required to promptly report to the College's Campus Security Services any theft or loss of property, including the Vehicle or contents therein for purposes of maintaining accurate records of activities on College Property. Campus Security Services may
13. contact the Police on behalf of the Driver or Owner, upon request, and may, at the College's sole discretion, elect to further investigate any such incident.
14. Owner and Driver Jointly and Severally Responsible. The Owner and Driver of a Vehicle are and will be held jointly and severally responsible for any and all violations involving the Vehicle including any violation that occurs when the Vehicle is being driven or Operated without the Owner's consent.
15. Notices. Any notice required to be given by the College under these Parking & Traffic Regulations may be given to the person concerned by either hand delivering or electronic mailing the required notice to the person or by placing the required notice on the windshield of the Vehicle owned, driven or otherwise operated by the person, in which case such notice shall be deemed to have been received on the date of delivery, or by sending the required notice by courier or registered mail to the last known address of the person from the College's perspective, in which case the notice shall be deemed to have been received by the person three (3) Business Days after the date of sending.

## 5 - Traffic

1. Traffic to be Regulated on College Property. Unless stipulated otherwise in this Section 5 - Traffic, the rules governing the operation of a vehicle on College Property shall emulate rules governing the operation of a vehicle on a highway under the Highway Traffic Act (Ontario) and may be regulated under the authority of the Trespass to Property Act (Ontario).
2. No Obstruction or Interference. Vehicles are not permitted at any time to Park, Stop, Stand or be driven or otherwise Operated on College Property so as to obstruct or otherwise interfere with the use of any entrance onto or exit from College Property or of any Roadway, any designated Fire Route, any Walkway, any entrance into or exit from Developed Space, Green Spaces or any other area on College Property where Vehicles are prohibited.
3. Transit Facilities Restricted. Only Transit Vehicles, certain College Vehicles and Emergency Vehicles are permitted to park, stop, stand or otherwise be driven or Operated in Transit Facilities. Any other Vehicle Parking, Stopping or Standing in or otherwise being driven or Operated so as to cause an obstruction or other interference with such Transit Facilities is in violation of these Parking & Traffic Regulations.
4. Emergency Vehicles Right-of-Way. Emergency Vehicles shall have the right-of-way on College Property. Any Vehicle Parking, Stopping or Standing in or otherwise being driven or Operated so as to cause an obstruction or other interference with an Emergency Vehicle is in violation of these Parking & Traffic Regulations.
5. Vehicles Prohibited. Motor Vehicles intended for off-road use, including, without limitation, snow machines, all-terrain vehicles and dirt bikes, are not permitted on College Property at any time, except by Special Exception Parking Permit issued in advance by the College Authority.

6. Official Signs. The College may erect official signs and devices on College Property to facilitate the safe and orderly movement of pedestrian and vehicular traffic and the appropriate use of College Property, Parking Facilities included, and every person shall obey the directions of any such sign or device.
7. Certain Traffic Signs. Unless otherwise posted by official signs:
  - a) All official signs, including, without limitation, Fire Route, No Parking and other traffic signs, on any College Roadway are applicable to the entire Roadway; and
  - b) The maximum speed limit on College Property shall not exceed 25 km/h.
8. Pedestrian Right-of-Way. Pedestrians shall have the right-of-way at pedestrian crossings and crosswalks.
9. Traffic Redirection and Road Closures. Where either the Police or College Authority considers it reasonably necessary to :  
ensure orderly movement of traffic,  
prevent injury to persons or damage to property, or  
permit proper action in an emergency:  
the Police or College Authority may:  
direct traffic, or require traffic be directed, and every person shall obey such directions; and/ or  
close, or cause to be closed, all or any College Roadways and/ or College Walkways with or  
without notice.
10. Driver to Stop and Obey Directions. Either the Police or College Authority, in the lawful execution of assigned duties, may require the Driver of a Vehicle to stop and the Driver of the Vehicle, when signalled or requested to stop by the Police or College Authority, shall immediately bring the Vehicle to a safe and complete stop and shall obey all further directions of the Police or College Authority.

## 6 - Parking

### 6.1.) General

1. Parking to be Regulated. The rules regulating the stopping, parking, standing or otherwise operating of a vehicle on College Property may emulate City of London municipal parking by-laws and may be regulated and enforced under the authority of the Trespass to Property Act (Ontario).
2. No Parking, Standing, Stopping. Unless otherwise posted by official signs or permitted by official sign, Vehicles are not permitted to Park, Stop, or Stand on College Property.
3. Parking Permitted. Parking is only permitted in a space or area that has been clearly marked, posted, signed, and/ or designated as a Parking Space. Any area on College Property that is not posted, signed, marked or otherwise designated as either a Parking Space or a Parking Facility will be considered a "No Parking Area" and Parking is prohibited, unless authorized by Special Exemption Permit issued in advance by a College Authority. The absence of any signage to the contrary does not permit or authorize parking elsewhere on College Property.
4. Maintaining Residency Not Permitted. Sleeping or maintaining residence in a Vehicle, including, without limitation, a Motor Vehicle or trailer, or in a tent or similar temporary accommodation on College Property is strictly prohibited.

5. Vehicle Abandonment. Any Vehicle left on College Property for a period of two weeks will be considered “abandoned” and will be treated as such by the College.
6. Parking a License on an “As Is” Basis. The Driver of a Motor Vehicle parking on College Property accepts the Parking Space in a Parking Facility on an “as is” condition and agrees to use the Parking Space for Motor Vehicle parking only. Vehicles shall not be permitted to be washed, polished, repaired, refurbished or otherwise maintained while on College Property, except when such washing, polishing, repair, refurbishment or maintenance forms an integral part of College academic curriculum and further provided that such undertakings are performed in Developed Spaces intended for and are approved by the College Representative for such purposes.
7. Tailgate Parties Not Permitted. Tailgate parties shall not be permitted on or around any vehicle, in any Parking Space or Parking Facility or on College Property, except as otherwise permitted with the advance written permission of Campus Security Services and Parking Services.

## 6.2.) General Parking Services

1. General Parking Services Available. The following types of parking services (the “General Parking Services”) may be available on College Property:
  - I. General Parking:
    - a. Consists of marked parking spaces (the “General Parking Spaces”) within designated parking facilities (the “General Parking Facilities”);
    - b. Available for use:
      - i. Only during the Hours of Operations posted;
      - ii. By Students, Employees and Tenant Employees as well as Contractors, Visitors and Invited Guests; and
      - iii. On a first-come/ first-serve, short-period, pay-per-use basis with no in and out privileges;
    - c. Operate by coin-operated access control at the entrance to each General Parking Facility during the Hours of Operation; and
    - d. Payment of Parking Fee made by inserting sufficient coinage [only \$2, \$1 & 25¢ accepted] into the controller’s coin acceptor to operate the entrance gate arm and gain entry into the facility. Note: Should a Vehicle be parked before the Hours of Operation, Campus Parking Services will place a payment reminder notice on the windshield of the Vehicle and the Driver shall be responsible to make payment that same day, failure to do so shall constitute a violation under these Parking & Traffic Regulations.
  - II. Visitor Parking:
    - a) Consists of marked parking spaces (the “Visitor Parking Spaces”) within designated parking facilities (the “Visitor Parking Facilities”);
    - b) Available for use:
      - i. Only during Hours of Operations posted;
      - ii. Primarily by Visitors and Invited Guests as well as Students, Employees, Tenant Employees and Contractors; and
      - iii. On a first-come/ first-serve, short-period, pay-as-you-use basis;
    - c) Operate by either parking meters located at each applicable Visitor Parking Space or by pay and display parking machines located in each applicable Visitor Parking Facility; and

- d) Payment of Parking Fee Rate made:
  - i. if Metered Parking, by inserting sufficient coinage [only \$2, \$1 & 25¢ accepted] into parking space's meter head until the desired (or maximum) parking time is displayed. The College reserves the right to establish a maximum time limit for parking. Persons using and parking in parking meter-operated Visitor Parking Spaces are solely responsible at all times for purchasing sufficient parking time; and
  - ii. if Pay and Display Parking, by inserting sufficient coinage [only \$2, \$1 & 25¢ accepted] or Visa and MasterCard into some of the machines until the desired parking time is shown on the machine's display. To complete the parking transaction, press the parking receipt button to print out a paid parking receipt that will show the expiration time and place the paid parking receipt face up upon the driver's side of the vehicle's interior dashboard, such that the receipt is conspicuously visible from the outside.
2. General Parking License Created. By entering, parking or otherwise using any General Parking Service, including any General Parking Facility or Visitor Parking Facility, the Driver of the Vehicle entering, parking or otherwise using such facility enters into a license agreement with the College to park the Vehicle on College Property (the "General Parking License"), such General Parking License being a privilege granted by the College to the Driver, subject always to the observation of, adherence to, performance of and compliance with the General Parking License and these Parking & Traffic Regulations. The terms and conditions of the General Parking License will be available from Campus Parking Services (D1018), Campus Security Services (D1027) or online at [www.fanshawec.ca/parking](http://www.fanshawec.ca/parking)
3. Additional Information. For further information relating to the locations and Hours of Operation of, and the Parking Fees and methods of payment for General Parking Services, please refer to Schedule A - Summary of Parking Services.

### 6.3.) Permit Parking Services.

1. Permit Parking Services Available. The following types of parking services (the "Permit Parking Services") may be available on College Property:
  - I. Assigned Parking:
    - a. Consists of marked, signed individually-numbered, parking spaces (the "Assigned Parking Spaces") within designated parking facilities (the "Assigned Parking Facilities");
    - b. Available for use:
      - i. Only during the Hours of Operations posted;
      - ii. Primarily by Employees on either a monthly, term or annual permit basis; and
      - iii. Periodically, subject to surplus capacity, by Students on a monthly permit on a month-to-month basis only, subject to continued surplus capacity;
      - iv. On a dedicated use basis with in and out privileges;

- c. Employees and Students may apply to Campus Parking Services for Assigned Parking and, if application approved by Campus Parking Services, will be required to enter into a Parking License with the College for Assigned Parking for the specified period and payment of Parking Fee applicable to such period. (For further details, see Section 7 - Applying for Permit Parking).
  - d. Assigned Parking Facilities are not oversubscribed and, therefore, premium Parking Fees may apply.
  - e. Assigned Parking Spaces and Permits are not transferable and may not be “loaned” or otherwise used by any person or vehicle other than the Permitholder and the Registered Vehicle(s).
- II. Reserved Parking:
- a) Consists of marked parking spaces (the “Reserved Parking Spaces”) within designated parking facilities (the “Reserved Parking Facilities”);
  - b) Available for use:
    - i. Only during the Hours of Operations posted;
    - ii. Primarily by Employees and Students; and
    - iii. On either a monthly, term or annual permit period basis with in and out privileges;
  - c) Employees and Students may apply to Campus Parking Services for Reserved Parking and, if approved (in the case of Students through lottery process) by Campus Parking Services, will be required to enter into a Parking License with the College for Reserved Parking for the specified period and payment of Parking Fee applicable to such period. (For further details, see Section 7 - Applying for Permit Parking).
  - d) Reserved Parking Facilities may be oversubscribed by a factor up to, but not exceeding, thirty-five percent (35%) and, therefore, the availability of a Reserved Parking Space cannot and will not be guaranteed. In the event, a specific Reserved Parking Facility becomes full, the Reserved Parking Permitholder may park in overflow parking located in the General Parking Facility assigned by Campus Parking Services and should inform Campus Parking Services.
  - e) Reserved Parking Permits are not transferable and may not be “loaned” or otherwise used by any person or vehicle other than the Permitholder and the Registered Vehicle(s).
- III. Residence Reserved Parking:
- a) Consists of marked parking spaces (the “Residence Reserved Parking Spaces”) within designated parking facilities (the “Residence Reserved Parking Facilities”);
  - b) Available for use:
    - i. Only during the Hours of Operations posted;
    - ii. Exclusively by Students living on-campus in College residence on a monthly or term permit basis; and
    - iii. On either a monthly or term permit period basis with in and out privileges;

- c) Students living in College Residence may apply to Campus Parking Services for Residence Reserved Parking and, if approved through lottery process by Campus Parking Services, will be required to enter into a Parking License with the College for Residence Reserved Parking for the specified period and payment of Parking Fee applicable to such period. (For further details, see Section 7 - Applying for Permit Parking).
- d) Residence Reserved Parking Permits are only valid in the Residence Reserved Parking Facility.
- e) Residence Reserved Parking Facilities are not oversubscribed and, therefore, premium Parking Fees may apply.
- f) Residence Reserved Parking Permits are not transferable and may not be “loaned” or otherwise used by any person or vehicle other than the Permitholder and the Registered Vehicle(s).

2. Additional Information. For further information relating to the locations and Hours of Operation of, and the Parking Fees and methods of payment for Permit Parking Services, please refer to Schedule A - Summary of Parking Services.

#### 6.4.) Complimentary Parking Services.

- 1. Complimentary Parking Services Available. The following types of parking services (the “Complimentary Parking Services”) may be available on College Property:
  - I. Bicycle Parking:
    - a. Consists of parking spaces within bicycle stands within designated facilities (the “Bicycle Parking Facilities”);
    - b. Available for use:
      - i. Only during the Hours of Operations posted;
      - ii. Primarily by Students, Employees and Tenant Employees as well as Contractors, Visitors and Invited Guests; and
      - iii. On a first-come/ first-serve, short-period, no fee basis; and
    - c. Cyclists are requested to make full and proper use of Bicycle Parking Facilities. Any bicycle not properly parked within a Bicycle Parking Facility is in violation of these Parking & Traffic Regulations and, in addition and without prejudice to any other right or remedy the College may have under College Policy or at law, may be rendered immobile by overchaining.
  - II. Motorcycle Parking:
    - a. Consists of marked spaces within designated parking facilities (the “Motorcycle Parking Facilities”);
    - b. Available for use:
      - i. Only during Hours of Operations posted;
      - ii. Primarily by Students, Employees and Tenant Employees as well as Contractors, Visitors and Invited Guests; and
      - iii. On a first-come/ first-serve, short-period, no fee basis; and
    - c. Motorcyclists are requested to make full and proper use of Motorcycle Parking Facilities. Any motorcycle not properly parked in a Motorcycle Parking Facility is

in violation of these Parking & Traffic Regulations and, in addition and without prejudice to any other right or remedy the College may have under College Policy or at law, may be rendered immobile by overchaining.

- III. **Fowler Kennedy Parking:**
    - a. Consists of marked parking spaces (the “Fowler Kennedy Parking Spaces”) within designated parking facilities (the “Fowler Kennedy Parking Facilities”);
    - b. Available for use:
      - i. Only during the Hours of Operations posted;
      - ii. Exclusively by the public patients of the Fowler Kennedy Sport Medicine Clinic. Students, Employees and Contractors, regardless if a Fowler Kennedy patient or not, are specifically prohibited at any time from using Fowler Kennedy Parking Facilities;
      - iii. On a first-come/ first-serve, short-period, no fee (to the patient) basis; and
    - c. Availability of the Fowler Kennedy Parking Spaces cannot be guaranteed and therefore, in the event Fowler Kennedy Parking Spaces are not available, public patients of the Fowler Kennedy Sport Medicine Clinic will be required to use, paying the applicable Parking Fee, either General Parking Facilities or Visitor Parking Facilities.
  - IV. **Fitness Centre Parking:**
    - a. Consists of marked parking spaces (the “Fitness Centre Parking Spaces”) within designated parking facilities (the “Fitness Centre Parking Facilities”);
    - b. Available for use:
      - i. Only during the Hours of Operations posted;
      - ii. Exclusively by the public members of the Fitness Centre. Students, Employees and Contractors, regardless if a Fitness Centre member or not, are specifically prohibited at any time from using Fitness Centre Parking Facilities;
      - iii. On a first-come/ first-serve, short-period, no fee (to the member) basis; and
    - c. Availability of the Fitness Centre Parking Spaces cannot be guaranteed and therefore, in the event Fitness Centre Parking Spaces are not available, public members of the Fitness Centre will be required to use, paying the applicable Parking Fee, either General Parking Facilities or Visitor Parking Facilities.
2. **Parking License Created.** Despite being provided at no charge to the user, by using any Complimentary Parking Service, including any Bicycle Parking Facility, Motorcycle Parking Facility, Fowler Kennedy Parking Facility or Fitness Centre Parking Facility, the user of such facility enters into a license agreement with the College to use the Parking Facility (the “General Parking License”), such General Parking License being a privilege granted by the College to the user, subject always to the observation of, adherence to, performance of and compliance with the General Parking License and these Parking & Traffic Regulations. The terms and conditions of the General Parking License will be available from Campus Parking Services (D1018), Campus Security Services (D1027) or online at <http://www.fanshawec.ca/parking>

3. Additional Information. For further information relating to the locations and Hours of Operation of Complimentary Parking Services, please refer to Schedule A - Summary of Parking Services.

### 6.5.) Special & Other Provisional Parking Services

Special & Other Provisional Parking Services Available. The following types of parking services (the “Special and Other Provisional Parking Services”) may be available on College Property:

1. Accessible Parking. The College may designate certain marked, signed parking spaces (the “Accessible Parking Spaces”) throughout the College Campus for the exclusive use by and for persons with physical disabilities. Persons possessing a valid Ontario Ministry of Transportation Disabled Person Parking Permit and displaying such Permit in the Vehicle’s windshield may park in an Accessible Parking Space. A person with a physical disability may, with appropriate documentation, apply to Campus Parking Services for an Accessible Parking Space in an Assigned Parking Facility, Reserved Parking Facility and/ or Residence Reserved Parking Facility, subject always to the availability of such Accessible Parking Space, in accordance with the applicable Parking Rates and the remaining requirements of these Parking & Traffic Regulations.
2. Governor Parking. Vehicle Permits (the “Governor Parking Permit”) may be made available for public members of the College’s Board of Governors. A Governor Parking Permit will entitle the Permitholder to park, without requirement to pay any Parking Fee, in any available Visitor Parking Space while attending the College on official Board business, subject always to the remaining Parking & Traffic Regulations. Student and Staff members of the Board of Governors are not entitled to and will not be issued a Governor Parking Permit.
3. Service Vehicle Parking. A number of parking spaces may be available on College Property (the “Service Vehicle Parking Spaces”) for use by contractors performing service work to College facilities. Service contractors that have been approved in advance by Facilities Management, may park vehicles, such vehicles having proper contractor signage/ markings/ decaling and being registered in advance with Campus Parking Services (the “Service Vehicles”), in Service Vehicle Parking Spaces without either fee or permit, provided that the Driver of the Service Vehicle has signed-in at the Security Control Centre (D1027), subject always to the remaining requirements of these Parking & Traffic Regulations. Availability of the Service Vehicle Parking Spaces cannot be guaranteed and therefore, in the event Service Vehicle Parking Spaces are not available, Service Vehicles will be required to use, paying the applicable Parking Fee, General Parking Services. All other contractor vehicles, including unsigned vehicles, and personal vehicles of the contractor’s employees, will also be required to use, paying the appropriate Parking Fee, General Parking Services.
4. College Vehicle Parking. A number of parking spaces may be available in Parking Lot No 2, or such other Parking Facility as may be designated from time to time, (the “College Vehicle Parking Facilities”) to College academic or service units for their College Vehicles, as registered with Campus Parking Services. College Vehicles are deemed to be the responsibility of the administrator of the academic or service unit operating such Vehicle and are subject always to these Parking & Traffic Regulations.
5. Construction Parking. Contractors specifically engaged to perform construction work on construction projects shall only use those parking areas assigned by Facilities Management (the “Construction Parking Spaces”) and are specifically not permitted to use Service Vehicle Parking



- or any other College parking facility. Off-loading and loading of construction materials/ debris, etc. may only be performed by Special Exemption Parking Permit issued by Facilities Management.
6. Loading Zones. A number of marked, signed areas (the "Loading Zones") may be available on College Property designated for the express purpose of off-loading/ loading product, materials, goods and supplies. College Vehicles, supply vendors that have been approved in advance by Receiving and registered with Campus Parking Services, and service contractors that have been issued a permit (the "Loading Zone Permit") by a College Authority may park their Vehicle in a Loading Zone to off-load/ load materials, goods and supplies for a period not to exceed thirty (30) minutes at one time, subject always to the remaining Parking & Traffic Regulations.
  7. Day Parking Pass. Special passes (the "Day Parking Passes") may be purchased by College departmental/ divisional administration from Campus Parking Services for issuance to their visitors, including visiting groups and special events participants. College Visitors displaying their Day Parking Pass may park their Vehicle in any available Visitor Parking Space or any Visitor Parking Facility without further payment of any parking fee that day. Special parking arrangements may be made with at least two (2) weeks advance notice for large groups, special events, such as Convocation which recur at specified times, and for those groups that cannot be accommodated in Visitor Parking Facilities and the College department sponsoring the large group or special event may be charged any additional costs incurred by Campus Parking Services to provide directional signage, traffic officers, etc. Passes are valid only when used in accordance with the limitations accompanying the pass and all Parking & Traffic Regulations remain in full force and effect.
  8. Carpooling Parking. The College has implemented a formal carpooling program to reduce the number of vehicles being driven to the College Campus in an effort to reduce environmental pollution while promoting environmental awareness and energy conservation. To participate in the carpooling program, participants must register with Campus Parking Services.
  9. Continuing Education Parking. Persons currently enrolled in any continuing education course/ program conducted at night or on weekends may park, unless otherwise prohibited by any posting, in any General Parking Facility or any Visitor Parking Facility only between the hours of 6:00pm and 10:00pm Mondays through Fridays and from 7:00am to 5:00pm on Saturdays without the requirement for further payment of any parking fees during such periods, subject always to the remaining Parking & Traffic Regulations.
  10. Special Exemption Parking. From time to time, special circumstances may arise where a Vehicle may be required to park, stop, stand or otherwise be driven or Operated in an restricted location and a Vehicle shall only be permitted to do such with a special permit (the "Special Exemption Parking Permit") authorized by the College Authority in advance for the specific purpose, in a specific location and for a specific time period specified in such Permit.

#### 6.6.) Hours of Operation

1. Hours of Operation Defined. For the purposes of this Section 6.6.) - Hours of Operation and Schedule A - Summary of Parking Services, the quoted expressions contained in this Section have the meanings herein ascribed to them and all derivatives of any of the definitions set forth in this Section shall have the meanings appropriate to the derivation of the definition.

- a) "24 Hours Daily" means at all times Mondays through Sundays, including Holidays;
  - b) "Daily" means Monday through Sunday, including any Holiday;
  - c) "Extended Hours Daily" means 5:00am to 11:00pm Mondays through Sundays, including Holidays;
  - d) "Overnight Hours Daily" means from 12:00am to 6:00am Mondays through Sundays, including Holidays;
  - e) "Regular Hours Daily" means from 6:00am to 5:00pm Mondays through Sundays, including Holidays;
  - f) "Regular Hours Weekdays" means from 6:00am to 5:00pm Mondays through Fridays, excluding Holidays;
  - g) "Weekdays" means the days of the week being Monday through to and including Fridays, Holidays excepted; and
  - h) "Winter Months" means during the months of November, December, January, February, March and April.
2. **Parking Permitted as Posted.** Unless otherwise posted by official signs, parking is only permitted on the days and during the hours defined herein and as summarized in Schedule A - Summary of Parking Services.
  3. **No Parking Overnight.** Unless otherwise posted by official signs or permitted, parking Overnight Hours Daily is strictly prohibited in order that the College may facilitate winter maintenance and snow removal on College Roadways and in Parking Facilities as well as to exercise the College's jurisdiction and control of College Property.
  4. **Parking Services Operating 24 Hours Daily.** Unless otherwise posted by official signs, the following parking facilities will normally operate, with enforcement, 24 Hours Daily:
    - a) Bicycle Parking;
    - b) Motorcycle Parking;
    - c) Residence Reserved Parking;
    - d) Service Vehicle Parking; and
    - e) College Vehicle Parking.
  5. **Parking Custodial, Grounds and Support Services Extended Hours Daily.** Unless otherwise posted by official signs, the following parking facilities will normally operate, with enforcement, Extended Hours Daily:  
Fitness Centre Parking.
  6. **Parking Services Operating Regular Hours Weekdays.** Unless otherwise posted by official signs, the following parking facilities will normally operate, with enforcement, Regular Hours Weekdays:
    - a) General Parking;
    - b) Visitor Parking;
    - c) Assigned Parking;
    - d) Reserved Parking;
    - e) Fowler Kennedy Parking; and
    - f) Construction Parking.
  7. **College Motorcycle Instructional & Training Program.** The College conducts and operates a motorcycle instructional and training program in Parking Lot 5 (General Parking Facility) and part

of Parking Lot 6 (Reserved Parking Facility) (collectively, the “Motorcycle Instructional Facilities”) from 5:00pm to 10:00pm Mondays through Fridays and from 6:00am to 10:00pm Saturdays and Sundays from April through to and including November of each Parking Year (the “Motorcycle Instructional Hours”). Unless otherwise posted by official signs, parking in the Motorcycle Instructional Facilities at any time during Motorcycle Instructional Hours will be strictly prohibited. Any Vehicle parked in the Motorcycle Instructional Facilities during Motorcycle Instructional Hours is in violation of these Parking & Traffic Regulations and, in addition and without prejudice to any other right or remedy the College may have under College Policy or at law, may be subject to immediate towing at the Vehicle Owner’s sole cost, expense and liability.

## 7 - Applying for Permit Parking

### 7.1.) Permit Parking Applications.

1. Applications Available Online and from Campus Parking Services. Applications for Permit Parking, including renewals thereof (collectively, the “Permit Parking Application”), will be available from Campus Parking Services (Room D1018) or online at <http://www.fanshawec.ca/parking>
2. Application Particulars. Each Applicant will be responsible to provide to the College the following pertinent information and/ or documentation, as applicable, completely and legibly, on or with the Permit Parking Application (collectively, the “Particulars”):
  - a. Full name;
  - b. Employee/ Student Number;
  - c. Email address;
  - d. Permanent residence address and telephone number;
  - e. Employee work location address and telephone number; and
  - f. Student temporary local residence address and telephone number;
3. Applicant Acknowledgement. Each Applicant, upon submitting a Permit Parking Application, will be responsible for signing and dating the Permit Parking Application to signify the Applicant’s acknowledgment and agreement at all times thereafter to observe, perform and comply with every covenant required under the Permit Parking Application, all applicable Laws & Regulations and College Policy, including the Parking Policy and these Parking & Traffic Regulations.
4. Submitting Applications. Permit Parking Applications should be submitted to Campus Parking Services as follows:
  - a. If delivered by hand or sent by College interoffice mail, available only to Employees, to: Campus Parking Services, Room D1018;
  - b. If sent by regular mail, to: Fanshawe College, 1001 Fanshawe College Boulevard, PO Box 7005, London, Ontario, Canada, N5Y 5R6. Attention: Campus Parking Services, Room D1018;
  - c. If by facsimile transmission, to: (519) 452-3750. Attention: Fanshawe College, Campus Parking Services, Room D1018;
  - d. If online at <http://www.fanshawec.ca/parking>
5. Application Received by Campus Parking Services. A Permit Parking Application will be deemed to have been received for processing by Campus Parking Services one (1) Business Day

immediately following the date of sending, if submitted online, by facsimile transmission or hand delivered during regular office hours and five (5) Business Days immediately following the date of sending, if sent by either College interoffice mail or by regular mail.

6. Incomplete Applications. In the event any Particulars are missing or otherwise incomplete, inaccurate or illegible, at Campus Parking Services sole determination, and/ or the Applicant's signature is missing from the Permit Parking Application, the Permit Parking Application will be deemed to be incomplete and no Parking Permit will be issued for any incomplete Permit Parking Application. Campus Parking Services will, without any obligation whatsoever to the Applicant, make every reasonable effort to contact the Applicant in an attempt/ effort to obtain/ clarify the information necessary to complete the Permit Parking Application, however, Campus Parking Services at no time assumes any responsibility or liability whatsoever for any deadlines missed or for any delay or failure in processing the Permit Parking Application and/ or for providing a Parking Permit within prescribed timelines as a result of such incomplete Permit Parking Application, the completeness, accuracy and legibility of such Permit Parking Application being the Applicant's sole responsibility.

### 7.2.) Employee Applications.

1. Employees may submit a Permit Parking Application to Campus Parking Services at any time and Campus Parking Services will process such application subject to the availability of the type of permit parking requested. In the event the permit parking requested is not available, Employees will be either offered another location of the same type of permit parking as requested or placed on a waiting list.
2. Employee Waiting List. In the event any Permit Parking is not available, Employees may be placed on a waiting list by Campus Parking Services. If any Permit Parking becomes available, Campus Parking Services will, without any obligation whatsoever, make reasonable efforts to contact Employees according to their position on the waiting list.

### 7.3.) Student Lottery.

1. Prior to the commencement of each Academic Year/ Parking Year, the College will set aside a limited number of Student Reserved Parking Permits for issuance to Students by lottery process (the "Student Lottery").
2. To be eligible for entry into the Student Lottery for an upcoming Parking Year, Students (the "Eligible Students") must:
  - a. Either travel daily to the College from outside the City of London city limits or have exceptional circumstances, at the College's sole determination on a case by case basis;
  - b. Be enrolled at the College for the upcoming Academic Year/ Parking Year; and
  - c. Submit their Online Permit Parking Applications so as to be received by Campus Parking Services on or before the 10th day of July prior to the commencement of the upcoming Academic Year/ Parking Year. For example, to be entered into Student Lottery for the 2015/ 2016 Parking Year, an Eligible Student must complete and submit the Permit Parking Application to Campus Parking Services for receipt by Campus Parking Services on or before the 10th of July, 2015.

3. By way of random selection, Student Reserved Parking Permits will be made available for assignment to Eligible Students selected randomly from all eligible Student Permit Parking Applications received.
4. Student Waiting List. Any Student, either not selected during the Student Lottery or submitting an Online Permit Parking Application that is received by Campus Parking Services after the 10th day of July, may be placed on a waiting list by Campus Parking Services. If any Student Reserved Parking Permit becomes available, Campus Parking Services will, without any obligation whatsoever, make reasonable efforts to contact Students according to their position on the waiting list. Any Student names on the student waiting list at the end of the Parking Year will be removed and the list will start clean at the start of the next parking Year.

#### 7.4.) Renewals.

1. Renewal applications for Permit Parking must be submitted for receipt by Campus Parking Services at least ten (10) Business Days in advance of the expiry date of the Parking Permit to provide sufficient time to facilitate application and payment processing, thereby preventing interruption, cancellation or other termination of the Employee's/ Student's Parking Permit and reassignment of the Employee's/ Student's former Parking Space/ Facility.

#### 7.5.) Parking License.

1. A Permit Parking Application, upon authorization by the College, will form a Parking License between the College and the Applicant (the "Permitholder") permitting the Permitholder to park the Registered Vehicle on College Property in the applicable Parking Space/ Facilities. Such Parking License will further constitute a privilege granted by the College to the Permitholder, subject always to the observation of, adherence to, performance of and compliance with the terms and conditions of the Parking License and these Parking & Traffic Regulations, including, without limitation, the payment of fees, penalties, fines and other charges levied by the College and/ or recurring violations.
2. The Permitholder may register up to three (3) Registered Vehicles on the Parking License, however, only one (1) Registered Vehicle will be permitted to be parked in the Permitholder's assigned Parking Space/ Parking Facility on College Property at any given time. If any Registered Vehicle is parked on College Property concurrently with another Registered Vehicle, each additional Registered Vehicle must be parked in a General Services Parking and the Permitholder shall pay the applicable Parking Fee for each additional, concurrently-parked Registered Vehicle.
3. Permitholders are responsible to notify Campus Parking Services within five (5) Business Days of any change to any Particulars contained in the Parking License.
4. The Parking License may be withdrawn, cancelled, or otherwise revoked from the Permitholder or any or all of the Registered Vehicles without notice by the College for any violation of or failure to observe, adhere to, perform or otherwise comply with the covenants of the Applicant/ Permitholder, the terms and conditions of the Parking License and/ or these Parking & Traffic Regulations, including, without limitation, any non-payment of fees, penalties, fines and other charges levied by the College and/ or recurring violations or failures.

**7.6.) Payment of Permit Parking Fees**

1. Student Permit Parking. A Student, being issued Student Permit Parking, will be required to pay in full and in advance the applicable Parking Fee for the applicable period, as summarized in Schedule A - Summary of Parking Services. Payment may be made by means of cash, cheque, debit card, or credit card.
2. Employee Permit Parking. Employees, being issued Employee Permit Parking, will be required to pay the applicable Parking Fee, at the monthly parking rate summarized in Schedule A - Summary of Parking Services, as follows:
  - a. If an administrator, faculty or support staff Employee on either a regular full-time, regular (12-month) part-time basis, paying by preauthorized, automated monthly payroll deduction, banking withdrawal or credit card payment the Parking Fee monthly in advance each and every month throughout the permit period selected, i.e. a deduction, withdrawal or payment transaction in May is attributable for parking during the month of June;
  - b. If an administrator, faculty or support staff Employee on any part-time, partial-load, sessional or other basis, excluding regular full-time and regular (12-month) part-time, paying by means of preauthorized, automated monthly banking withdrawal or credit card payment the Parking Fee monthly in advance each and every month throughout the permit period selected, i.e. a withdrawal or payment transaction in May is attributable for parking during the month of June; or
  - c. paying by cash, cheque, debit card, or credit card payment in full, in advance the sum total of the Parking Fees for the entire, complete permit period selected.
3. Should any of the Permitholder's payment by cheque, debit card, or credit card be returned by the College's banking institution for insufficient funds, the College may charge the Permitholder an administrative fee for each occurrence of such insufficient funds in addition to the applicable Parking Fee, due immediately upon demand.

**7.7.) Cancellation/ Termination/ Suspension of Permit Parking**

1. Voluntary Cancellation or Termination. Permit Parking may be voluntarily cancelled or terminated by the Permitholder at any time prior to the expiration of the Vehicle Permit by returning and surrendering the Vehicle Permit to Campus Parking Services. Upon such voluntary cancellation or termination, Campus Parking Services will determine if either any refund is owed to the Permitholder or any balance remains owing to the College in accordance with Section 7.7.)6) of these Parking & Traffic Regulations.
2. Voluntary Suspension or Temporary Cancellation. Permit Parking may be voluntarily suspended or temporarily cancelled by the Permitholder at any time prior to the expiration of the Vehicle Permit by returning and surrendering the Vehicle Permit to Campus Parking Services. Upon such voluntary suspension or temporary cancellation, Campus Parking Services will determine if either any refund is owed to the Permitholder or any balance remains owing to the College in accordance with Section 7.7.)6) of these Parking & Traffic Regulations.
3. College Employee Leave of Absence. In the event a College Employee Permitholder is granted a leave of absence for purposes of professional development, medical leave or other personal reasons, the Permitholder may choose to either:

- a. cancel their Permit Parking by returning their Vehicle Permit to Campus Parking Services. Upon such cancellation, Campus Parking Services will determine if either any refund is owed to the Permitholder or any balance remains owing to the College in accordance with Section 7.7.)6) of these Parking & Traffic Regulations. Upon such cancellation, Campus Parking Services may distribute or otherwise assign such available Parking Space or Facility without any further obligation to the Employee. The Employee, upon return from the leave, may submit a Permit Parking Application to Campus Parking Services in accordance with Section 7 - Applying for Permit Parking of these Parking & Traffic Regulations, however, Campus Parking Services cannot guarantee the availability of the Employee's previous or any Parking Space or Facility; or
  - b. retain their Permit Parking during such leave, the Permitholder remaining responsible for continuing the necessary parking fee payments throughout the leave period in accordance with their Parking License agreement with the College. In the event the Permitholder should default in making any payments, the Permitholder will be in violation of these Parking & Traffic Regulations and the College may exercise any or all of the College's rights under Section 9.1.)1) of these Parking & Traffic Regulations.
4. Involuntary Cancellation or Termination.
- a. Permit Parking will immediately cease and be automatically revoked, cancelled or otherwise terminated by the College upon either:
    - i. The termination of the employment relationship between the Permitholder and the Permitholder's employer, if either the College or a Tenant or Contractor of the College; or
    - ii. The conclusion of the Permitholder's student relationship with the College through the successful completion of, the withdrawal or other de-enrolment from the Permitholder's program/ course by the Permitholder.
  - b. Upon such revocation, cancellation or other termination, Campus Parking Services will determine if either any refund is owed to the Permitholder or any balance remains owing to the College in accordance with Section 7.7.)6) of these Parking & Traffic Regulations.
5. No Further Rights. Upon temporary suspension, cancellation or other termination of any Permit Parking, voluntarily or otherwise, Campus Parking Services reserves the right to distribute and assign such Permit Parking Space or Facility without any further obligation whatsoever to the former Permitholder.
6. Determination of Refund / Balance Owning.
- a. In the event of any suspension, cancellation, or termination of Permit Parking under this Section 7.7.) - Cancellation/ Termination/ Suspension of Permit Parking, Campus Parking Services will determine if either any refund is owed to the Permitholder or any balance remains owing to the College by subtracting from the total amount of the permit parking fees prepaid or paid by the Permitholder during the Parking Year an amount being the product of the applicable monthly permit parking rate and the number of parking months, including any part months, used together and any amount for fines, penalties,

fees or other charges levied by the College under these Parking & Traffic Regulations that remain outstanding, as illustrated in the following equation:

Total Amount of Parking Fees Prepaid or Paid During Parking Year

(Applicable Monthly Parking Fee X No of Parking Months Used, including, without limitation, Part Months)

Fines, penalties, fees or other charges levied by the College under these Parking & Traffic Regulations and remaining outstanding

If > 0, net refund owing to Permitholder and payable upon request

If < 0, balance owing to College and payable immediately upon demand

- b. A net difference:
  - i. greater than zero, represents the amount of refund owing to the Permitholder and Campus Parking Services will normally issue such refund to the Permitholder within ten (10) Business Days, provided such refund is requested of the Permitholder within twenty (20) Business Days of any such suspension, termination and cancellation of Permit Parking; and
  - ii. less than zero, represents the amount remaining owing by the Permitholder to the College and the Permitholder will pay such outstanding amount immediately upon demand, failure to pay such amount owing shall be a violation of these Parking & Traffic Regulations.



## 8 - Vehicle Permit

1. The College reserves the right to issue Vehicle Permits along with Parking Licenses, at the Permitholder's sole cost and expense, to serve as proof of identification as well as to serve as an access card to the appropriate parking facility.
2. Vehicle Permits remain the exclusive property of the College at all times and may be cancelled, terminated or otherwise revoked by the College at any time and any such cancelled, terminated or revoked Vehicle Permit shall be returned immediately to Campus Parking Services upon such cancellation, termination, revocation or otherwise upon demand by the College.
3. CAUTION: Vehicle Permits may only be acquired through Campus Parking Services in conjunction with the purchase of a Parking License. Any Vehicle Permit found or purchased privately may be either cancelled or otherwise invalid and the holder of such permit may be held in violation of these Parking & Traffic Regulations.
4. Only one (1) Vehicle Permit will be issued to a Permitholder.
5. The Vehicle Permit shall be conspicuously displayed on either the rearview mirror or dashboard of, and clearly visible through the windshield from the outside of, the Registered Vehicle at all times while on College Property.
6. The Vehicle Permit will only operate the applicable Parking Facility control gate for the current Parking Year or that portion thereof paid for in advance by the Permitholder. Any expired Vehicle Permit may be renewed by the Permitholder through the appropriate renewal means or returned to Campus Parking Services.
7. A Vehicle Permit will not be issued to any person who has any outstanding fines, penalties and charges owing to the College for parking and traffic violations until such outstanding fines, penalties and charges are paid in full to the College. A Vehicle Permit will not be issued for any Vehicle which has any outstanding fines, penalties and charges owing to the College for parking and traffic violations until such outstanding fines, penalties and charges are paid in full to the College, unless proof of transfer of vehicle registration has been submitted in a timely fashion to Campus Parking Services.
8. The issuance of a Vehicle Permit does not guarantee the availability of a Parking Space from time to time.
9. Illegible or damaged Vehicle Permits may be replaced free of charge at Campus Parking Services, providing identifiable parts of the old permit are produced at the time of replacement.
10. Lost or stolen Vehicle Permits must be reported immediately to Campus Parking Services. Replacement Vehicle Permits may be obtained from Campus Parking Services upon payment of an administrative fee.
11. The Driver of a Vehicle in possession of and/ or a Vehicle displaying a Vehicle Permit that has been reported to be lost or stolen, cancelled or otherwise forged or altered represents a violation of these Parking & Traffic Regulations. In addition and without prejudice to any other right or remedy the College may have at law or under College Policy, the College shall have the right to immediately seize such cancelled, lost, stolen or otherwise forged or altered Vehicle Permit, issue to the violator a Notice of Violation, and cancel, suspend, revoke or otherwise terminate indefinitely the parking privileges of that Driver/ Owner and/ or the Permitholder.

## 9 - Violations, Penalties & Fines

### 9.1.) Violations

1. In the event any person or Vehicle on College Property:
  - a. Violates any provision of the Trespass to Property Act (Ontario);
  - b. Violates these Parking & Traffic Regulations; and/ or
  - c. Fails to pay applicable Parking Fees:  
the College, in addition and without prejudice to any other right or remedy the College may have under College Policy or at law, shall have the right to issue the Violator a Notice of Violation.
2. Fines for parking violations will be consistent with rates within the City of London for similar parking violations and fines for traffic violations will emulate the Highway Traffic Act (Ontario) for traffic offences of similarity and are subject to change without notice.
3. Notices of Violation that have been issued cannot be withdrawn or cancelled except through the prescribed Parking & Traffic Appeal process.
4. Fines for parking and traffic violations will be applied against the Violator's account and such fines, together with all other penalties, fees and charges, will become immediately due and payable within fifteen (15) Business Days after the date of issuance of a Notice of Violation. Payment to accounts may be made by cash, debit, Visa or MasterCard credit card, or by certified cheque payable to Fanshawe College and paid at either Campus Parking Services (D1018) or Campus Security Services (D1027).
5. In the event that the identity of the Violator cannot be determined, in accordance with Section 4 - 8) of these Parking & Traffic Regulations, the Owner of the offending Vehicle shall be liable for such Notice of Violation issued and any related fines, penalties, fees and other charges assessed. Under such circumstances, the College shall be entitled to provide the licence plate number of the offending Vehicle to the Ontario Ministry of Transportation for a search of the Ministry's database to trace and identify the Owner and any fines, together with any charges levied by the Ministry for such search and all other penalties and charges, will be applied against the account of the Owner, unless the Violator can be verified subsequently to the determination and identification of the Owner. In accordance with Section 4 - 13) of these Parking & Traffic Regulations, a Passenger, the Driver and the Owner of an offending Vehicle may be held jointly and severally responsible for any fines, penalties, fees and other charges assessed pursuant to a Notice of Violation.
6. In the event a Violator causes any damage or destruction, wilful, malicious or otherwise, to College Property including, without limitation, Roadways, Walkways, Green Spaces and lighting systems, posts and signage, and parking control equipment and gates, the College, in addition and without prejudice to any other right or remedy the College may have at law or under College Policy, may apply against that Violator's account all the costs and charges to and expenses incurred by the College for such reparation or restoration, including, without limitation, any legal costs incurred by the College, and the Violator shall pay any and all amounts owing on account upon demand by the College.
7. In the event any person on College Property:

- a. Violates any provision of the Trespass to Property Act (Ontario) and/ or the Criminal Code of Canada;
- b. Is in serious or repeated violation of Policy 1-F-05 – Parking, including these Parking & Traffic Regulations;
- c. Fails to pay applicable Parking Fees owed to the College; and/ or
- d. Fails to pay any fines, penalties, fees or other charges levied by the College under Policy 1-F-05 – Parking, including these Parking & Traffic Regulations:  
the College, in addition and without prejudice to any other right or remedy the College may have at law or under College Policy, shall have the right to any or all of the following, as may be applicable:
  - i. Withhold any Vehicle Permit renewal from the Violator or the Violator’s Vehicle;
  - ii. Tow any of the Violator’s Vehicles and/ or any offending Vehicles at the Owner’s sole risk, expense and liability;
  - iii. Suspend, cancel, revoke or otherwise terminate the Violator’s driving and/ or parking privileges on College Property, and the Permitholder shall not be entitled to any refund whatsoever from the College for any outstanding balance that may be owing the Permitholder, such amount representing the College’s liquidated damages and acceleration of charges against the Permitholder;
  - iv. Issue a Trespass to Property Notice banning the Violator’s Vehicle(s) from College Property;
  - v. Refer the Violator’s outstanding account to Financial Services for submission to a collection agency;
  - vi. Refer the Violator’s outstanding account to the Office of the Registrar for the Violator’s student records, including grades, diplomas, and/ or transcripts, and any refundable fees owing to the Violator to be withheld by the Registrar until the Violator’s outstanding accounts are settled with Campus Parking Services;
  - vii. Levy College sanctions under Policy 2-G-01 – Student Code of Conduct, consisting of academic, residence and/ or monetary penalties, fines, fees, charges and/ or other sanctions, against the Violator;
  - viii. Invoke other remedial and/ or disciplinary action outlined in applicable Employee Codes of Conduct; current Collective Agreements; and other terms and conditions of on-campus student residency and employment against the Violator; and/ or
  - ix. Initiate criminal charges and/ or civil legal proceedings against the Violator.
8. Should any of the Violator’s payments by either cheque, debit card, or credit card be returned by the College’s banking institution for insufficient funds, the College may charge the Violator an administrative fee for each occurrence of such insufficient funds in addition to the applicable fines, penalties, fees and other charges levied by the College, due immediately upon demand.

## 9.2.) Towing

1. Vehicles towed, impounded and stored by the College are towed, impounded and stored at all times at the Owner’s sole risk, expense and liability. The College does not at any time by virtue of any towing and/ or impounding of any vehicle become a bailor of towed or impounded

- vehicles. The College cannot and will not assume any responsibility or liability whatsoever for any damage, destruction to or any theft or loss of any property, including any vehicle or the contents of any vehicle, or for any injury to or any death of any person, however caused, including, without limitation, resulting from the towing, impound and/ or storage of any vehicle.
2. Charges, rates and fees to tow, impound and store, and release after-hours a Vehicle will be calculated in accordance with Schedule C - Parking & Traffic Violations & Fines (collectively, the "Towing Charge") and the Towing Charge rates are subject to change without notice.
  3. In the event a person believes their vehicle has been either stolen or impounded, Campus Security Services should be contacted at (519) 452-4400 for further information or assistance relating to vehicle release, if impounded, or for further investigation, if stolen or otherwise missing from Campus Property.
  4. Arrangements must be made in advance with Campus Security Services for the release of an impounded vehicle and an impounded vehicle will only be released upon payment, in advance, of the Towing Charge, as calculated by Campus Security Services in accordance with Schedule C - Parking & Traffic Violations & Fines and must be paid at Campus Security Services by either cash, debit, Visa or MasterCard credit card, or certified cheque made payable to Fanshawe College. Released Vehicles can be retrieved at the College towing compound in Parking Facility Lot No 6.
  5. Towing Charges exclude any fines, penalties, fees or other charges levied by the College for parking & traffic violations and such fines, penalties, fees and other charges remain to be paid in accordance with these Parking & Traffic Regulations.

## 10 - Objections & Appeals

### 10.1.) Objections.

1. Any person who has been issued a Notice of Violation and who has reason to object to such Notice or the assessment of a fine, may file a Notice of Objection in the manner set-out in this Section. Notice forms are available at Campus Parking Services (D1018), at Campus Security Services (D1027) or online at <http://www.fanshawec.ca/parking>
2. A Notice of Objection must be submitted in writing to the Campus Parking Services Room D1018, Fanshawe College, 1001 Fanshawe College Boulevard, PO Box 7005, London, Ontario N5Y 5R6 or online at <http://www.fanshawec.ca/parking> within five (5) Business Days from the issue date on the Notice of Violation.
3. To be valid, a Notice of Objection must be received within the above time and must include the objector's name, relationship to the College (i.e. employee, student, visitor, tenant, etc.), employee or student number, if applicable, mailing address, daytime telephone number, Notice of Violation number, and relevant facts pertaining to the incident. See Section 11 - Additional Information and Assistance for suggestions to assist in the preparation of an effective Notice of Objection.
4. Any Notice of Objection received after the prescribed timeframe will not be considered valid and will not be accepted by the College.
5. The Manager, Campus Parking/ Campus Security Services will normally review the Notice of Objection within three (3) Business Days after receipt of a Notice of Objection and will either:
  - a. Deny the Objection, upholding the Notice of Violation and the fine;

- b. Accept the Objection, upholding the Notice of Violation, but reducing the fine; or
  - c. Accept the Objection, overturning the Notice of Violation and the fine.
6. The Manager, Campus Parking/ CampusSecurity Services will normally issue a Notice of Decision within five (5) Business Days after receipt of a Notice of Objection to inform the objector of the decision. Any payments owing arising from the Notice of Decision shall be become due and payable and the objector will pay the amounts owing to either Campus Parking Services (D1018) or Campus Security Services (D1027) within ten (10) Business Days from the issue date of the Notice of Decision.

### 10.2.) Appeals.

1. Any person who has been issued a Notice of Decision and who has reason to object to such Notice or the assessment of a fine, may file an Application for Appeal in the manner set-out in this Section. Application forms are available at Campus Parking Services (D1018) or online at [www.fanshawec.ca/parking](http://www.fanshawec.ca/parking)
2. An Application for Appeal must be submitted to the Manager, Campus Parking/Campus Security Services, c/o Campus Parking Services, Room D1018, Fanshawe College, 1001 Fanshawe College Boulevard, PO Box 7005, London, Ontario N5Y 5R6 or online at <http://www.fanshawec.ca/parking>, within five (5) Business Days from the issue date on the Notice of Decision.
3. To be valid, an Application for Appeal must be received within the above time and must include the appellant's name, relationship to the College (i.e. employee, student, visitor, tenant, etc.), employee or student number, if applicable, mailing address, daytime telephone number, Notice of Decision reference number and Notice of Violation number, and relevant facts pertaining to the incident. See Section 11 - Additional Information and Assistance for suggestions to assist in the preparation of an effective Application for Appeal.
4. Any Application for Appeal received after the prescribed timeframe will not be considered valid and will not be accepted by the College.
5. The Manager, Campus Parking/Campus Security Services will normally review the Application for Appeal within three (3) Business Days after receipt of an Application for Appeal and either grant or deny an appeal based on the merit of the information provided.
6. Should an appeal be granted (the "Appeal"), three dates will be offered to the appellant by the Assistant Manager, Campus Security Services. A meeting (the "Appeal Meeting") shall be conducted on the date selected by the appellant, without any right to reschedule, and the scheduled Appeal Meeting shall not exceed thirty (30) minutes in duration.
7. At the scheduled Appeal Meeting, the appellant will submit the appellant's position to the Manager, Campus Security Services. The Manager, Campus Security Services may call upon the person having issued the Notice of Violation to submit the College's position to provide the necessary information to deliberate a ruling. Following the Appeal Meeting, the Manager, Campus Security Services shall weigh the evidence provided and will either:
  - a. Deny the Appeal, upholding the Notices of Decision and Violation and the fine;
  - b. Approve the Appeal, upholding the Notices of Decision and Violation, but reducing the fine; or

- c. Approve the Appeal, overturning the Notice of Decision and cancelling the Notice of Violation and the fine.
8. Failure of the appellant to accept one of the dates or to appear at the Appeal Meeting will automatically result in the Appeal being denied and the Notices of Decision and Violation and the fine being upheld.
9. Where the Manager, Campus Security Services denies an Appeal or where the appellant either fails to accept the offer to meet or fails to appear at the Appeal Meeting scheduled, the Manager, Campus Security Services may impose an administrative fee per application/ appeal against the appellant representing the College's administrative costs.
10. The Manager, Campus Parking/Campus Security Services will normally issue a Notice of Final Decision within three (3) Business Days after the date of the Appeal Meeting. Any payments owing arising from the Notice of Final Decision shall become due and payable and the appellant will pay the amounts owing to either Campus Parking Services (D1018) within five (5) Business Days from the issue of the Notice of Final Decision.
11. Decisions Final, Conclusive & Binding. Decisions of the Manager, Campus Parking/Campus Security Services with respect to Applications for Appeal and Appeals shall be final, conclusive and binding upon the appellant and the College.

## 11 - Additional Information and Assistance

1. For any college emergency, dial (519) 452-4242. The College's Emergency Line is staffed 24/ 365 (24 hours/ day, 365 days/ year) by Campus Security Services operating from the Security Control Centre (D1027).
2. Campus Parking Services may be reached during normal business hours (8:00 am to 4:30 pm, Mondays through Fridays, statutory holidays excepted) by telephone at (519) 452-4401, in person by visiting Campus Parking Services in the Custodial, Grounds and Support Service office (Rm D1018), by email at [Parking@fanshawec.ca](mailto:Parking@fanshawec.ca) or online at <http://www.fanshawec.ca/parking> Please contact Campus Parking Services with any inquiry or request for information relating to Parking Services operations, including, without limitation, College Policy 1-F-05 – Parking, these Parking & Traffic Regulations, Parking Fees, Parking Applications, and College Campus Parking Maps.
3. Campus Security Services may be reached 24/ 365 (24 hours/ day, 365 days/ year) by telephone at (519) 452-4400, in person by visiting the Security Control Centre (Rm D1027), by email at [SecurityControlCentre@fanshawec.ca](mailto:SecurityControlCentre@fanshawec.ca) or online at <http://www.fanshawec.ca/security>. Please contact Campus Security Services with any inquiry or request for information relating to parking & traffic enforcement, including, without limitation, these Parking & Traffic Regulations, Parking & Traffic Violations & Fines, towed and impounded vehicles, College Campus Parking Maps. Campus Security Services should be also contacted regarding traffic accidents, thefts or other violations, for information about vehicles that may have been towed away or for vehicles that may have broken down or are causing a problem.
4. Please note that a message left on a parked or abandoned Vehicle does not prevent ticketing and/or towing.

5. The following are some suggestions for writing an effective Notice of Objection or Application for Appeal:
- a. Be certain the objection is based on the contention that a Notice of Violation or Notice of Decision was issued contrary to the Parking & Traffic Regulations or in error. Ignorance of the College's Parking & Traffic Regulations does not constitute grounds for an objection or request to appeal;
  - b. Keep the information as brief as possible while still providing pertinent information and addressing the specific issue for which the violation was issued;
  - c. Tangential matters cannot and will not be considered and avoid editorializing (the College is already well aware that convenient parking and loading zones may be limited at peak times!);
  - d. Avoid confusing parking issues with issues of security;
  - e. Remember, decisions are not usually changed and applications for objection/ appeal are not usually granted for any of the following or similar reasons:
    - i. "Everybody parks there, and I am the only one who got a ticket";
    - ii. "I thought it was a parking space";
    - iii. "I've parked there for the last 5 weeks (months, years, etc.) and I've never been ticketed before";
    - iv. "I didn't know (see the sign)";
    - v. "I was only there for 5 or 10 minutes"; "I can't afford the fine";
    - vi. "I (My friend, My sick friend, etc.) had to use the washroom"; or
    - vii. "How was I suppose to know it was going to snow last night".

End of Parking & Traffic Regulations

## Schedule A - Summary of Parking Services & Fees

### A1) General.

1. The Parking Fee rates are effective September 2015 and are valid and in effect for the 2015/ 2016 Parking Year/ Academic Year.
2. All Parking Fee rates shown are inclusive of applicable Taxes.

### A2) General Parking.

Parking Type	Location	Hours of Operation	Parking Fee	Method of Payment
General Parking	Lots 5, 8, 22, 32	Regular Hours Weekdays	\$5.00/ Entry	Coin Gate Operated or Pay & Display
Visitor Parking	P1 to P13, P23	Regular Hours Weekdays	\$3.00/ Hour	Coin Metered or Pay & Display

**A3) Permit Parking.**

Parking Type	Location	Hours of Operation	Student Parking Fee	Employee Parking Fee
Assigned Parking	Lots 1, 2, 3, 77, 9, 11, 21, 31, 77	Regular Hours Weekdays	\$82.00/ Month	\$82.00/ Month \$270.00/ Term \$628.00/ Year
Reserved Parking	Lots 6,10, 20, 30	Regular Hours Weekdays	\$49.00/ Month \$163.00/ Term	\$49.00/ Month \$163.00/ Term \$376.00/ Year
Residence Reserved Parking	Lot 7, 15	24 Hours Daily	\$49.00/ Month \$163.00/ Term	X

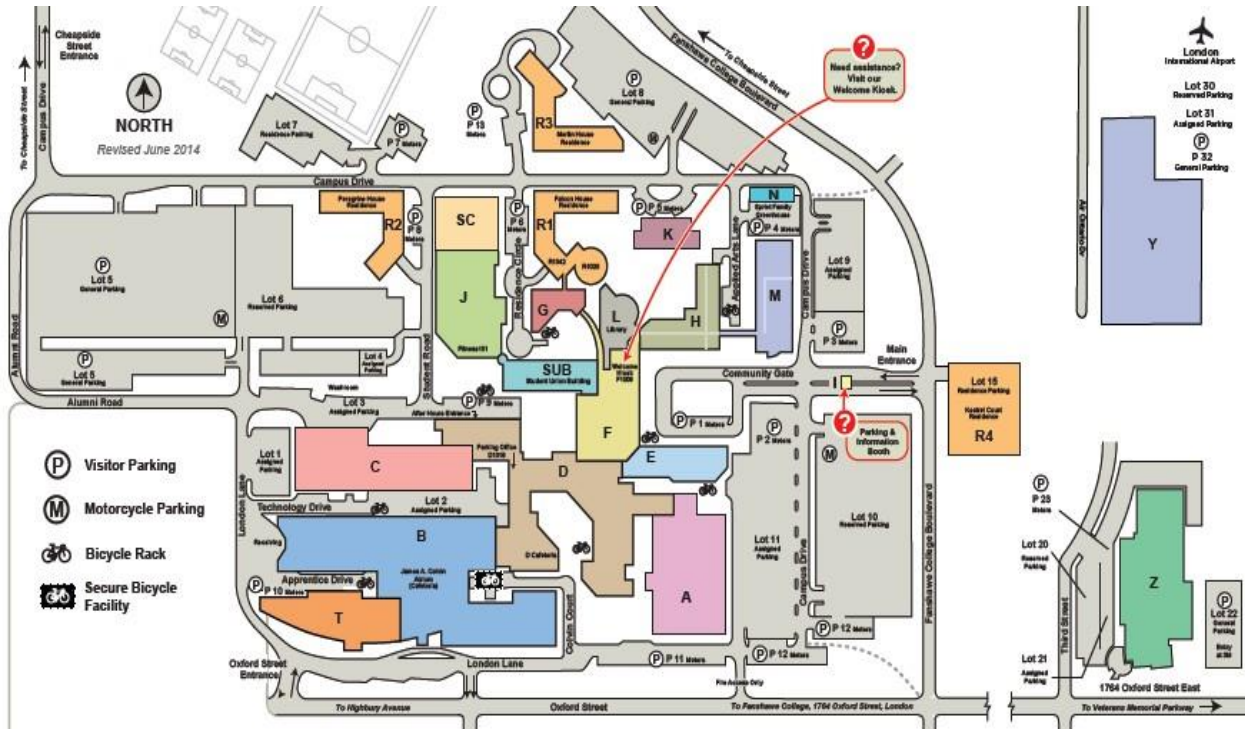
**A4) Complimentary Parking.**

Parking Type	Location	Hours of Operation	Parking Fee	Special Notes
Bicycle Parking	See map	24 Hours Daily	No Charge	Not Open During Winter Months.
Secure Bicycle Compound	See map	24 Hours Daily	\$10 .00/ Term	\$20.00 Key Deposit
Motorcycle Parking	Lots 5, 8,10, 20	24 Hours Daily	No Charge	Not Open During Winter Months.

End of Schedule A - Summary of Parking Services



## Schedule B - Parking Map - London Campus



End of Schedule B - Parking Map - London Campus

## Schedule C - Parking & Traffic Violations & Fines

### C1) General

1. Notices of Violation are issued for a number of parking, traffic and general violations which contravene the Parking & Traffic Regulations. Violations may be subject to provisions under the Trespass to Property Act (Ontario).
2. Schedules of parking violations and fines and of traffic violations and fines will be consistent with rates within the City of London for similar parking violations and with the Provincial Offences Act (Ontario), respectively.
3. Unauthorized or improperly parked Vehicles will be ticketed with a Notice of Violation and/ or towed at the Owner's sole risk, expense and liability.
4. Fines for violations are subject to change without notice.

### C2) Summary of Certain Traffic Violations & Fines

Violation Code	Section	Traffic Violation	Set Fine
	128	Speeding (\$45 +\$2 km/hr over)	See Schedule
	130	Careless driving	\$200.00
	134(1)	Disobey officer/ College Authority directing traffic	\$200.00
	140(1)(a)	Fail to yield to pedestrian	\$100.00
	141(2)	Improper right turn	\$45.00
	141(6)	Improper left turn	\$45.00
	142(1)	Turn not in safety	\$45.00
	142(1)	Change lane - not in safety	\$45.00
	142(2)	Start from parked/ stopped position - not in safety	\$45.00
	144(29)	Cyclist - ride in or along crosswalk	\$45.00
	150(1)	Pass in right - not in safety	\$45.00
	150(2)	Pass - off roadway	\$45.00
	151(1)	Disobey official sign	\$45.00
	154(1)(a)	Unsafe lane change	\$45.00
	156(1)(a)	Drive wrong way - divided roadway	\$45.00
	158(1)	Follow too closely	\$45.00
	159(1)(a)	Fail to stop on right for emergency vehicle	\$200.00
	159(1)(b)	Fail to stop - nearest curb/ edge of roadway - for emergency vehicles	\$200.00
	180	Litter roadway	\$45.00
	180(2)	Disobey sign	\$45.00
	199(1)	Fail to report collision/ accident	\$45.00
	199(1)	Fail to furnish required information	\$45.00
	218(2)	Cyclist - fail to stop	\$45.00

Violation Code	Section	Traffic Violation	Set Fine
	218(2)	Cyclist - fail to identify self	\$45.00
		All other violations under Highway Traffic Act	\$45.00

### C3) Parking Violations & Fines

Violation Code	Parking Violation	Violation Fine
	Parking Permit Not Displayed	\$20.00
	Park at Failed/ Out of Service Meter	\$20.00
	Park at Expired Meter	\$25.00
	Park at End of an Aisle	\$20.00
	Park in an Unauthorized/ Hashlined Area	\$20.00
	Park Over Time Limit Permitted	\$20.00
	Double Parked	\$20.00
	Display Expired Permit	\$20.00
	Park in a Reserved Space/ Facility/ No Permit	\$20.00
	Display Fraudulent, Revoked or Altered Vehicle Permit	\$200.00
	Display Lost or Stolen Permit	\$200.00
	Obstruct a Loading Zone	\$20.00
	Obstruct a Walkway	\$20.00
	Unauthorized Parking	\$20.00
	Park Blocking Other Vehicles	\$20.00
	Obstruct a Disabled Access Route – Bicycle	\$20.00
	Park on Boulevard or Sidewalk	\$20.00
	Park Over the Time Limit as Posted	\$20.00
	Fail to Pay Parking Fee at Meter Booth	\$20.00
	Park Bicycle Inside Building	\$45.00
	Park Vehicle in a Fire Route/ Emergency Route	\$100.00
	Obstruct Building Fire Exit or Emergency Egress	\$100.00
	Park in Accessible Space/ No Disability Permit Displayed	\$100.00
	Park, Stand. Stop, Operate Vehicle in Prohibited Area	\$100.00
	Cost Recovery Fee for Towing Vehicle	\$90.00
	Cost Recovery Daily Fee for Towed Vehicle Storage (per day, including any part day)	\$15.00
	Cost Recovery Fee for Towed Vehicle Release between 11:01pm and 5:59am	\$35.00

## C4) General Violations &amp; Fines

<b>Violation Code</b>	<b>Violation</b>	<b>Violation Fine</b>
	Warning: Violation Identified	\$0.00
	Fail to Register Vehicle with College	\$10.00
	Fail to Notify Change in Parking License Particulars to College	\$10.00
	Vehicle/ Service Assistance	\$10.00
	Damage/ Vandalism to College Property/ Parking Facilities	\$200.00
	Administrative Fee for Insufficient Funds or NSF Cheque	\$40.00
	Administrative Fee for Vehicle Permit Replacement	\$10.00
	Administrative Late Fee for Collecting Fines	\$50.00
	Cost Recovery Fee for College Conducted MTO Searches	\$15.00
	Administrative Fee for Failure to Appear at Appeals Meeting	\$50.00

End of Schedule C - Parking &amp; Traffic Violations &amp; Fines