



**Te Pūkenga**

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12 October 2021

B Fairburn  
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Tēnā koe B Fairburn

**Official Information Act request – partial transfer of request relating to parking enforcement at Te Pūkenga and its subsidiaries (refers MBIE’s Code of Conduct for Parking Enforcement on Private Land) and response from Te Pūkenga**

Thank you for your email of 29 September 2021 requesting the following information under the Official Information Act 1982 (the OIA):

1. Are Te Pūkenga, any of its subsidiaries or their parking enforcement contractors signatories to the [MBIE Code of Conduct for Parking Enforcement on Private Land]?
2. Which subsidiaries of Te Pūkenga have contracts with [LPR Enforcement Services Ltd]?
3. If Te Pūkenga, its subsidiaries, or LPR are not signatories to the Code; would meeting the standards of conduct as defined by the Code and as administered by MBIE, clearly define a fair and reasonable absolute minimum standard of conduct for parking enforcement by a New Zealand Tertiary Education Institute?
4. Have subsidiaries of Te Pūkenga in fact been “Misrepresenting Authority” as explained by MBIE in [section 5.6] of the Code?
5. Have Te Pūkenga or any of its subsidiaries or agents been granted special authority to issue “fines” or demand payment of punitive fees to Staff or Students for this or any other reason?
6. Have Te Pūkenga or any of its subsidiaries directly or through their agent LPR, taken punitive action of any nature against any staff or student for non-payment of “fines”?
7. Ara Institute of Canterbury Ltd issue a “fine” (as defined by them) of \$65 for a breach of carpark terms and conditions where the full daily parking fee is \$5. Is \$65 a fair and reasonable estimate of any tangible loss to Ara due to non-payment of one \$5 daily parking fee? Please provide full details of how this sum was calculated.
8. Are there penalty clauses in any of the contracts Te Pūkenga or any of its subsidiaries have with LPR, to compensate LPR, if for any reason LPR were no longer able to demand payments for “breaches of terms and conditions of car parking”?
9. Please provide details of any revenue sharing arrangements set out in contracts between LPR and Te Pūkenga and its subsidiaries. How is the share of revenue received from parking fees and fines divided between the parties to the contract(s)?
10. When contracts were negotiated and subsequently awarded for supply of “parking enforcement” services by Te Pūkenga or its subsidiaries to LPR, were these contracts awarded by an open or invited tender process?
11. How many parking enforcement companies were invited to submit proposals or tenders to provide those services?
12. Was compliance with, or being a signatory to the MBIE Code of Conduct a qualifying criteria in selection of candidates for provision of parking enforcement services?

13. Were contracts awarded to LPR after negotiation with LPR, but without receiving or considering written proposals or submissions from other candidates?
14. Please provide all documents related to how privacy of information collected about staff and student movements held by LPR is guaranteed by Te Pūkenga or its subsidiaries in order to comply with the Privacy Act 2020.

#### **Partial transfer – section 14(b)(ii) of the OIA**

Te Pūkenga currently does not have any responsibility over procurement and privacy processes and policies its subsidiaries may have. Subsidiaries of Te Pūkenga are also currently wholly responsible for how any contractors carry out the services they have been contracted to provide.

As such, I am transferring the parts of your request that relate to Te Pūkenga subsidiaries to each of the subsidiaries under section 14(b)(ii) of the OIA, as I believe the information you have requested in those parts are more closely connected to the functions of those organisations.

I have advised Te Pūkenga subsidiaries of this transfer and you can expect a response directly from each subsidiary.

#### **Te Pūkenga response**

With regards to the remainder of your request, while Te Pūkenga does rent a small number of parks from its subsidiaries, it does not have responsibility for any parking on private land and therefore is not a signatory of the MBIE Code you referred to.

Te Pūkenga does not have any contracts with parking enforcement organisations, including LPR, nor has it been involved in the procurement, negotiation, or administration of any such contracts. Te Pūkenga, therefore, does not hold any documents related to privacy of staff and student information held by LPR.

I note you have asked whether *meeting the standards of conduct as defined by the Code and as administered by MBIE, [would] clearly define a fair and reasonable absolute minimum standard of conduct for parking enforcement by a New Zealand Tertiary Education Institute*. I would expect all tertiary education institutes to undertake parking enforcement in a "fair and reasonable manner". Unless specifically being a signatory to the Code you have referred to, what would constitute a "fair and reasonable manner" would likely be subjective to each organisation.

Under section 28(3) of the OIA you have a right to complain to the Ombudsman if you're not happy with my decision on your request. Information on how to contact the Ombudsman can be found at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or phone 0800 802 602.

Nāku noa, nā



**Vaughan Payne**  
Deputy Chief Executive  
Operations

