



PARKING AGREEMENT

Phone: (03) 6231 5199
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Account No:

ABN 9408 683 8306

THIS AGREEMENT is made on
8306

between **MARKET PLACE CAR PARK PTY LTD ABN 9408 683**

(Car Park Owner) 3-4 Market Place, Hobart
GPO Box 1688, Hobart, 7001

and **(ACCOUNT NAME)** (Parker)
(print clearly)
of **(BILLING ADDRESS)**
(RESIDENTIAL ADDRESS)
(no GPO Boxes)
(COMPANY ADDRESS)

Parker's Contact Name: Bus.Tel.No: Fax No:
Home Tel.No: Mobile No:

- 1. In consideration of the payment by the Parker of the Parking Fee specified in the Schedule, the Car Park Owner grants the Parker the right to park vehicles in the Car Park in accordance with the details specified in the Schedule and the Terms and Conditions.
- 2. This Agreement will commence on the date specified below and will continue from month to month until terminated by either party in accordance with the Terms and Conditions.
- 3. By signing this Agreement the Parker acknowledges that the Parker is aware of and bound by the Terms and Conditions, confirms that the Parker will acquaint each person who will use the Car Park under this Agreement with the Terms and Conditions and warrants that each such person will observe the Terms and Conditions.

SCHEDULE

Car Park No..... Name: Car Park Option:.....

Days/Hours of Parking Commencement date of Parking:

No. of Vehicles	Vehicle Reg. No.	Monthly Parking Fee per Vehicle + GST	Reserved Bay No. (if applic.)	Pass Card No.

****If more than four (4) vehicles please attach Schedule in above form****
\$25.00 Key Card deposit per vehicle* *Key Card deposit refundable upon Key Card Return

TERMS AND CONDITIONS

- 1. The Parker will at all times act responsibly and safely in the use of the Car Park and comply with all directions given on behalf of the Car Park Owner or Manager in the day to day conduct of the Car Park.
- 2. The Parker will use the Car Park for the sole purpose of parking a motor vehicle therein and for no other purpose whatsoever.
- 3. The Parker will not bring into the Car Park at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of any motor vehicle except where such substances are used in small quantities in the conduct of the Parker's business and then only with the prior consent in writing of the Car Park Owner or Manager.
- 4. The Parker will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the occupiers of the building.
- 5. The Parker will not bring into or on the Car Park or allow to remain there any unroadworthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Car Park.
- 6. Parking and use of the Car Park is solely at the Parker's risk. The Parker will have no claim against the Car Park Owner or Manager in contract or otherwise or against any one whom they represent or any of the employees or agents of the Owner or Manager for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Parker's use of the Car Park. Furthermore, the Parker will indemnify the Car Park Owner or Manager against any such claims and the costs thereof.

7. The Parker will permit the Car Park staff to move his car in the event of emergencies or in other appropriate circumstances, on the understanding that they have no duty to do so.
8. The Parker will only use the spaces so allocated if an allocation has been made and will recognise the Car Park Manager's right to re-allocate spaces as required.
9. This car parking arrangement is on a license basis only, giving the car owner no property interest in the Car Park.
10. Vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
11. All vehicles shall be parked within the lines designating parking spaces and shall at all times be parked in such a way that no obstruction is caused to the Car Park access lanes.
12. Unless otherwise stated in writing, the Parker will not have exclusive use of any particular parking space.
13. The Parker must:
 - (a) allow the Car Park owner or Manager access to any part of the Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Car Park owner;
 - (b) observe and conform to all the rules and regulations relating to the use of the Car Park made and issued by the Car Park owner from time to time;
 - (c) use the Car Park only on the days and between the hours specified in writing by the Car Park owner or by signage in the Car Park from time to time; and
 - (d) advise the Car Park owner of the registration number and name of the driver of each vehicle which may park in the Car Park in accordance with this Agreement.
14. Pass Cards
 - 14.1 Each pass card is and remains the property of the Car Park;
 - 14.2 The Parker will, if not in possession of a valid pass card when entering or leaving the Car Park, be liable to pay the maximum ordinary daily parking tariff then charged by the Car Park to persons using the Car Park on a casual basis;
 - 14.3 The Parker must pay the amount charged by the Car Park for the replacement of a lost or damaged pass card;
 - 14.4 Pass cards are not transferable and can only be used by the person or vehicle nominated. This can vary with written notice given to the Car Park owner or manager.
15. No Safe Custody

No employee, agent or contractor of the Car Park owner has authority to accept any goods for safe custody and the Car Park owner will not be liable in any case for any loss of or damage to any article alleged to have been left with the Car Park owner or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
16. Alteration of Terms and Conditions

The Car Park owner may vary these Conditions by adding, altering or deleting any of them and in that event the new Conditions will be binding on the Parker on the Car Park owner or manager giving the Parker one (1) months notice in writing of the new Conditions.
17. Waiver

No time or other indulgences granted by the Car Park owner to the Parker will constitute a waiver of any of its rights under this Agreement or at law and the Car Park owner will not be precluded from exercising any such rights against the Parker.
18. Customer Vehicle Assistance

If at the request of the Parker, the Car Park owner provides any form of vehicle assistance to the Parker, including but not limited to re-charging the battery of the Parker's vehicle:

 - (a) the Parker accepts such assistance at the Parker's own risk in all respects; and
 - (b) if any damage is caused to the Parker's vehicle the Parker releases and indemnifies the Car Park owner from and against any claim which the Parker may otherwise have against the Car Park owner in respect of that damage.
19. Conditions of Entry and Limitation of Liability
 - 19.1 the Conditions of Entry and Limitation of Liability displayed at the entrance to and throughout the Car Park are incorporated in these Terms and Conditions and apply to this Agreement as if they were set out in full.
 - 19.2 in the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.
20. Licence fees must be paid in advance on the first working day of each month.
21. Every amount payable by the Parker to the Car Park owner under this Agreement is expressed as a GST exclusive amount. In addition to each such amount, the Parker must pay to the Car Park owner on issue of a valid tax invoice any GST payable by the Car Park owner in respect of that taxable supply.
22. Any account outstanding after thirty (30) days will automatically be cancelled without further notice and debt recovery proceedings will be commenced.
23. The Car Park owner is entitled to deny the Parker access to the Car Park if the parking fee is unpaid, or if the Parker does not produce a valid pass card.
24. Should the Parker park in the Car Park outside the hours set forth in this Agreement then the Parker shall be liable to pay the casual car parking rate charges by the Car Park owner for that time parked.
25. Holders of all Parking Permits, shall agree on acceptance of the permit to be bound by these Terms and Conditions.

Signed for and on behalf of the Parker.....