

145 ARGYLE STREET, HOBART - CAR PARK

(Managed by Sultan Parking)

Phone : (03) 6231 1866
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GPO BOX 1688
HOBART TAS 7001

P A R K I N G A G R E E M E N T

THIS AGREEMENT is made on

between **SULTAN & SONS PTY LTD** ATF Sultan Airport Trust
ABN 847 0575 9018 (Car Park Owner)
Level 5, 81 Elizabeth St, Hobart 7000

and **(ACCOUNT NAME)**(Parker)
(print clearly)

of **(BILLING ADDRESS)**

(RESIDENTIAL ADDRESS)

Email 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 providing the other party with one months notice in writing and 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

Name: Car Park Option: **MONTHLY PERMIT**

Permitted Days/Hours of Parking: **8.00 AM TO 8.00 PM MONDAY TO FRIDAY (INCLUSIVE)**

Commencement date of Parking:

Make & Vehicle Reg. No.	Monthly Parking Fee (incl GST)	Pass Card No.
	\$ 130.00	
	\$ 130.00	
	\$ 130.00	

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 Car Park.
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.
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 cost thereof.
7. 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.
8. This agreement confers a license only and does not give the Parker a property interest in the Car Park.
9. Parkers shall at all times comply with all road markings, signs, the directions of authorised persons and the Australian road rules as they apply in Tasmania.
10. All vehicles shall be parked within the lines designating parking spaces and shall at all time be parked in such a way that no obstruction is caused to the Car Park access lanes.
11. Unless otherwise stated in writing, the Parker will not have exclusive use on any particular parking space.
12. 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 or Manager 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 Manager or by signage in the Car Park from time to time; and
 - (d) advise the Car Park Owner or Manager 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. Permit Cards
 - 14.1 Each permit card is and remains the property of the Car Park Owner;
 - 14.2 The Parker must display the permit card on the dashboard at all times whilst parked in the Car Park and failure to display a permit card may result in an infringement notice being issued;
 - 14.3 Permit cards are not transferable and only permit the use of a car space 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 or Manager has authority to accept any goods for safe custody and the Car Park Owner or Manager will not be liable in any case of any loss or damage to any article alleged to have been left with the Car Park Owner or Manager 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 Terms and Conditions by adding, altering or deleting any of them and in that even the new Terms and 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 Terms and Conditions.
17. Waiver

No time or other indulgences granted by the Car Park Owner or Manager 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 aspects; and
 - (b) If any damage is caused to the Parker's vehicle the Parker releases and indemnifies the Car Park Owner or Manager from and against any claim which the Parker may otherwise have against the Car Park Owner or Manager 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; and
 - 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. Parking fees must be paid monthly in advance by EFT, Cheque or as directed by the Car Park Manager from time to time giving the Parker one (1) months notice in writing of the new Terms & Conditions.
21. Any account outstanding after seven (7) days will automatically be cancelled without further notice and debt recovery proceedings will be commenced.
22. The Car Park Owner or Manager 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 permit card.
23. 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 or Manager for that time parked.
24. Parkers agree on signing this agreement to be bound by these Terms and Conditions.
25. In the event of an illegal car being parked in a permit holders space, the permit holder will need to find alternative parking outside the Car Park as all spaces are fully allocated. If this occurs please report this to our office on 62311 866.

Signed By Parker.....

Date.....