



# PARKING AGREEMENT

ACCOUNT No: .....

Phone: (03) 6231 1866  
Fax: (03) 6236 9946  
Email: admin@sultanparking.com.au

## GENERAL TERMS

THIS AGREEMENT is made on \_\_\_\_\_

Between **SULTAN PARKING PTY LTD (Company)**  
GPO Box 1688, Hobart

and

Account Name: \_\_\_\_\_

Company Name for Business accounts or Parker Name for individual accounts

Address \_\_\_\_\_

Must be full Residential address for individual accounts

|                       |       |                     |       |
|-----------------------|-------|---------------------|-------|
| Company ABN           | _____ | Driver's Licence No | _____ |
| Parker's Contact Name | _____ | Telephone No.       | _____ |
| Facsimile No.         | _____ | Mobile No.          | _____ |
| Email Address.        | _____ |                     |       |

## (Parker)

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

## SCHEDULE

| Car Park              | Vehicle Reg. No. | Monthly Parking Fee per Vehicle inc GST | Commencement Date | Key Card No. |
|-----------------------|------------------|---|-------------------|--------------|
| Market Place Car Park |                  | \$290                                   |                   |              |
| Market Place Car Park |                  | \$290                                   |                   |              |
| Market Place Car Park |                  | \$290                                   |                   |              |
| Market Place Car Park |                  | \$290                                   |                   |              |

**\*\*If more than four (4) vehicles please attach Schedule in above form\*\***

\* \$27.50 inc GST Key Card deposit per vehicle

\*Key Card deposit refundable upon Key Card Return

\*\$3.30 inc GST Monthly Account Fee

\*Please note: there will be a replacement card fee of \$27.50 inc GST

**Direct Debit Request (DDR) Request and Authority to debit the account named below to pay Sultan Parking Pty Ltd APCA ID 405554**

Your Surname or company name

Your Given names or ABN/ARBN "you"

request and authorise **Sultan Parking Pty Ltd APCA ID 405554** to arrange, through its own financial institution, a debit to your nominated cheque/saving or credit card account any amount **Sultan Parking Pty Ltd** has deemed payable by *you*.

**AMOUNT TO BE DEBITED PER MONTH \$..... (DEBITS WILL OCCUR WITHIN THE LAST FIVE (5) WORKING DAYS OF THE PRECEEDING MONTH)**

This debit or charge will be made though the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

**A: If you would like to make payments from your savings or cheque account, please complete the following;**

Financial institution name

Address

Name/s on account

BSB number (Must be 6 digits)

 - 

Account number

Signature

Date

Date

Name

Position

Position

*(if signing for a company, sign and print full name and capacity for signing eg. Director)*

Address

Signature

Date

Date

Name

Position

Position

*(if signing for a company, sign and print full name and capacity for signing eg. Director)*

Address

**Note: a rejection fee of \$2.50 will apply should there be insufficient funds in your account**

**B: If you prefer to make payment from your credit card, please complete the following**

Credit Card Number

Name of Cardholder

Expiry

Type of card (please circle)

**MASTERCARD**

**VISA**

**AMEX**

Security Code

Cardholder's Signature

Date

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and **Sultan Parking Pty Ltd** as set out in this Request and in your Direct Debit Request Service Agreement.

## CONDITIONS

### 1 Definitions

In this Agreement:

- 1.1 **Agreement** means the agreement between the Parker and the Company constituted by the General Terms, the Schedules and these Conditions;
- 1.2 **Car Park** means any of the Car Parks in the Schedule;
- 1.3 **Commencement Date** means the commencement date referred to in the Schedule;
- 1.4 **Company** includes its successors and assigns;
- 1.5 **Conditions** means these conditions;
- 1.6 **Direct Debit Authorisation** means the direct debit authorisation form provided to the Parker by the Company allowing the Company to directly debit the Parker's Account in connection with the Parking Charges and Parking Fees;
- 1.7 **General Terms** means the General terms to which these Conditions are attached;
- 1.8 **Key Card** means the card issued by the Company to the Parker to enable the Parker to have access to the Car Park ;
- 1.9 **Parker** means the Parker described in the General Terms;
- 1.10 **Parking Charge** means the Parking Charge referred to in the Schedule for the Usage of the Car Park by the Parker;
- 1.11 **Parking Fees** means:
  - (a) the Card Fee; and
  - (b) the Replacement Card Fee, referred to in the Schedule and includes any other fees that may be payable by the Parker under Condition 3.3;
- 1.12 **Schedule** means a schedule to the General Terms;
- 1.13 **Usage** means the period of time that the Parker parks its vehicle in the Car Park; and
- 1.14 **User** means each person (apart from the Parker) who uses the Parker's KeyCard.

### 2 Interpretation

In this Agreement, unless the context requires otherwise:

- 2.1 a reference to the Parker, User or the Company includes the successors and legal personal representative of the Parker, User and the Company (as applicable);
- 2.2 a person includes an individual, a corporation, a body corporate and a governmental body;
- 2.3 words importing the singular include the plural and the other way around; and
- 2.4 legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it.

### 3 Parking Fees & Parking Charges

- 3.1 The Parker authorises the Company to directly debit the Parking Charges and any applicable Parking Fees from the Parker's Account each month in respect of the Parker's Usage in the immediately preceding month.
- 3.2 The Parking Charges and Parking Fees are inclusive of GST. The Parker authorises the Company to directly debit any GST payable in respect of the Parking Charges and Parking Fees at the same time as it debits the Parker's Account in respect of the Parking Charges and Parking Fees.
- 3.3 The Company may vary:
  - (a) the Parking Charges and the Parking Fee (including where applicable introducing new Parking Fees) at any time by giving the Parker 10 days' written notice of the variation. The varied Parking Charge or Parking Fee will apply on the expiration of the 10 days' written notice of variation. Use of the Access Card after the 10 day notice period ends constitutes acceptance of the new Parking Fees or Charges (as applicable); and
  - (b) the Parking Charges in accordance with the changes to the casual rate displayed at the Car Park at the time and date of Usage. The varied Parking Charge will apply at the time of entry to the Car Park. Use of the Key Card after the display of the new casual rate at the Car Park constitutes acceptance of the new Parking Charges.
- 3.4 The Company must issue, by electronic mail, monthly statements to the Parker indicating the amounts debited from the Parker's Account in the preceding month.
- 3.5 The Parker is responsible for safe custody of the Key Card and for any Parking Charges incurred as a result of any unauthorised use of the Key Card.
- 3.6 If the Parker requests the Company to perform any service not mentioned in this Agreement including the provision of copies of previous monthly statements issued by the Company or doing anything else involving the expenditure of time or money by the Company, through no fault of the Company, the Company may charge the Parker a reasonable fee for the provision of that service and the Parker must pay that fee together with the amount of GST payable in respect of it.

- 3.7 For "back charge" Key cards, and where the Parker is an individual, no more than \$5,000 (excluding GST) in Parking Charges may be accrued by the Parker in any one month period. If the \$5,000 limit is reached, the parker will be denied access to the Car Park with the Access Card until the earlier of the date on which the Company:
- (a) next directly debits the Parking Charges and any applicable Parking Fees from the Parker's Account in accordance with Clause 3.1; and
  - (b) receives payment in cleared funds from the Parker for some or all of the outstanding Parking Charges.

#### **4 Denial of Access and Removal of Vehicles**

- 4.1 The Company is entitled to deny the Parker access to the Car Park for any reason at any time.
- 4.2 Regardless of any request the Parker may make to the contrary, the Company may remove any vehicle left within this Car Park in contravention of this Agreement.

#### **5 Termination**

This Agreement may be terminated by either party giving thirty (30) days written notice to the other at any time.

#### **6 Bay Allocation and Entry to Car Park**

- 6.1 Unless otherwise stated in Schedule, the Parker will not have exclusive use of any particular parking bay.
- 6.2 The Parker must ensure that its vehicle is only to be parked in the marked parking bay spaces or as directed by the Company.
- 6.3 The Parker is only entitled to access to the Car Park during normal operating hours as displayed at the Car Park entry .

#### **7 Duties of the Parker**

The Parker must:

- (a) allow the Company 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 Company;
- (b) observe and conform to all the rules and regulations relating to the use of the Car Park and issued by the Company from time to time;
- (c) use the Car Park only during its operating hours or as varied from time to time;
- (d) indemnify the Company against any loss or damage it may suffer arising out of the Parker's or User's negligence or breach of this Agreement; and
- (e) ensure that the User complies with all of the Parker's obligations under this Agreement as if he or she was the Parker.

#### **8 Key Cards**

- 8.1 Each Key Card is and remains the property of the Company.
- 8.2 The Parker will, if not in possession of a valid Key Card when entering or leaving the Car Park or if the \$5,000 limit has been reached or will be exceeded because of that Usage, pay, on exiting the Car Park, the applicable ordinary daily parking tariff charged by the Company to persons using the Car Park on a casual basis.
- 8.3 The Parker must pay on demand the Replacement Card Fee for any lost or damaged KeyCard.
- 8.4 The Key Card is not to be used for Earlybird parking or for any other parking which requires validation.

#### **9 No Safe Custody**

- 9.1 No employee, agent or contractor of the Company has authority to accept any goods for safe custody and the Company will not be liable in any case for any loss of or damage to any article alleged to have been left with the Company or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 9.2 The Company is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with the Company for safe custody, whether the loss of or damage arises from negligence or any other cause.

#### **10 Alteration of Conditions and Car Parks**

The Company may vary these Conditions and the Car Parks listed in the Schedule by adding, altering or deleting any of them and in that event the new Conditions and new Car Parks (as applicable) will be binding on the Parker on the Company giving the Parker 10 days' notice in writing of the new Conditions. The varied Conditions and Car Parks will apply on the expiration of the 10 days' written notice of variation. Use of the Card after the 10 day notice period ends constitutes acceptance of the new Conditions.

#### **11 Waiver**

- 11.1 These Conditions may only be varied or waived if the variation or waiver is in writing and signed by one of the Company's Directors.
- 11.2 No time or other indulgence granted by the Company to the Parker will constitute a waiver of any of its rights under this Agreement or at law and the Company will not be precluded from exercising any such rights against the Parker.

#### **12 Relationship**

Nothing in this Agreement creates or will be construed as creating any tenancy or conferring any interest on the Parker by way of lease or otherwise in the Car Park or any part of it.

**13 Customer Vehicle Assistance**

If, at the request of the Parker, the Company 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 and cost in all respects; and
- (b) if any damage is caused to the Parker's vehicle, the Parker releases and indemnifies the Company from and against any claim, loss or damage, whether occasioned by the Company's negligence or otherwise, which the Parker may otherwise have against the Company in respect of that claim, loss or damage.

**14 Conditions of Entry and Limitation of Liability**

- 14.1 The Conditions of Entry and Limitation of Liability displayed at the entrance to and throughout the Car Park are incorporated in this Agreement and apply to this Agreement as if they were set out in full.
- 14.2 In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.

**15 Notices**

- 15.1 Any notice, approval, consent or other communication in relation to this agreement must be in writing and delivered by hand or sent by prepaid post, or facsimile or electronic mail to the other party's address as set out in the General Terms.
- 15.2 A notice is taken as given by the sender and received by the intended recipient:
  - (a) if posted, 3 Business Days after posting;
  - (b) if faxed, on completion of transmission; and
  - (c) if sent by electronic mail, when delivered to the relevant address, unless the sender receives a report of delivery failure or the addressee informs the sender that the notice is illegible, or incomplete or corrupted within 4 hours of it being transmitted, but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is taken as given at 9.00am on the next Business Day.

Signed for the  
Company .....

Authorised Signatory  
for Parker .....

Date

Date

**Sultan Parking Pty Ltd**  
**GPO BOX 1688**  
**HOBART TAS 7001**  
**03 6231 1866**

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Sultan Parking Pty Ltd, user ID 405554 & ABN: 847 057 59018**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

**account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between *you* and *us*.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by *you* to *us* is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between *us* and *you*.

**us** or **we** means **Sultan Parking Pty Ltd**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has signed or authorised by other means the *Direct Debit Request*.

**your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

### 1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

### 2. Amendments by us

2.1 *We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

### 3. Amendments by you

3.1 You may change\*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least **fourteen (14) days** notification by writing to:

**Sultan Parking Pty Ltd, GPO BOX 1688, HOBART, TAS, 7001**

**or**

by telephoning us on **03 6231 1866** during business hours;

**or**

arranging it through your own financial institution, which is required to act promptly on your instructions.

\*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us **Sultan Parking Pty Ltd** of your new account details.

|                                   |  |
|-----------------------------------|--|
| <p>4. <i>Your obligations</i></p> | <p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p>  |
| <p>5. Disputes</p>                | <p>5.1 If <i>you</i> believe there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on <b>03 6231 1866</b> during business hours and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly. Alternatively <i>you</i> can take it up directly with <i>your</i> financial institution.</p> <p>5.2 If <i>we</i> conclude as a result of <i>our</i> investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of <i>our</i> investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p> |
| <p>6. Accounts</p>                | <p><i>You</i> should check:</p> <ul style="list-style-type: none"> <li>a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions.</li> <li>b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</li> <li>c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>   |
| <p>7. Confidentiality</p>         | <p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> <li>a) to the extent specifically required by law; or</li> <li>b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul>  |
| <p>8. Notice</p>                  | <p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to:</p> <p><b>Sultan Parking Pty Ltd, GPO BOX 1688, HOBART, TAS, 7001</b></p> <p>8.2 <i>We</i> may send notices either electronically to <i>your</i> email address or by ordinary post to the address <i>you</i> have given <i>us</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after emailing or posting.</p>  |