

## **SEASONS PARKING CONDITIONS** (With effect 1<sup>st</sup> April 2006)

### **1 Definitions and Interpretation**

In these Conditions:

- 1.1 Amount Payable includes the Monthly or Quarterly Parking Fee and any other money payable in accordance with this Agreement including, but not limited to the Application Fee mentioned in the Schedule;
- 1.2 Company includes its successors and assigns and, where applicable, its employees, agents and contractors;
- 1.3 Parker includes each person who parks a vehicle in the Car Park under this Agreement and, to the extent applicable, each passenger of that vehicle; and
- 1.4 Access Device means any form of card or identification issued by the Company from time to time including a pass check, access card, parking card, window pass, windscreen token or monthly pass.

### **2 Parking Fees & Charges**

- 2.1 The Parking Fee and any other relevant Amount Payable is payable to the Company monthly in advance, at the Company's address stated above or as otherwise advised from time to time.
- 2.2 The Amount Payable for any taxable supply (as that expression is defined in the GST legislation) made by the Company to the Parker is inclusive of GST.
- 2.3 The Company may vary the Parking Fee or other charges at any time by giving the Parker one (1) month's written notice of the variation.
- 2.4 If any new fee becomes payable in respect of the provision of parking in the Car Park, the Company may give the Parker one (1) month's notice of that fee and at the expiry of that notice period, the Parker must pay the amount of that fee in respect of each vehicle the subject of this Agreement.
- 2.5 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 Denial of Access**

- 3.1 Company is entitled to deny the Parker access to the Car Park if any Amount Payable remains unpaid after the due date.

### **4 Additional Parking**

- 4.1 Agreement, including these Conditions, will apply to any additional parking spaces in the Car Park provided by the Company to the Parker.

### **5 Termination**

- 5.1 This Agreement may be terminated by either party giving one (1) month's written notice to the other at any time.
- 5.2 The Company may terminate this Agreement immediately if the Parker is in breach of this Agreement and does not rectify that breach as required by the Company.
- 5.3 No temporary suspension of account.

### **6 Bay Allocation**

- 6.1 Unless otherwise stated in the Schedule, the Parker will not have exclusive use of any particular parking bay.

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

- 7.1 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; and
  - d) where this Agreement relates to more than one bay, maintain records of the relevant Access Devices and corresponding parker details and make them available to the Company when requested.

## **8 Deposit and Other Initial Payments**

- 8.1 The deposit specified in the Schedule must be paid to the Company prior to the Commencement Date of Parking and will be retained by the Company.
- 8.2 On the termination of this Agreement, the deposit may be applied against any Amount Payable owing by the Parker to the Company and any surplus will be refunded to the Parker.
- 8.3 Prior to the Commencement Date of Parking, the Parker must pay to the Company, in addition to the deposits, the amount then charged by the Company by way of Administration fee, the amount of the Parking Fee as advised and the amount of GST properly payable on each of those amounts.

## **9 Access Devices**

- 9.1 Each Access Device is and remains the property of the Company.
- 9.2 The Parker will, if not in possession of a valid Access Device/s when entering or leaving the Car Park, be liable to pay the maximum ordinary daily parking tariff then charged by the Company to persons using the Car Park on a casual basis.
- 9.3 The Parker must pay the amount charged by the Company for the replacement of a lost or damaged Access Device/s.

## **10 No Safe Custody**

- 10.1 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.

## **11 Alteration of Terms and Conditions**

- 11.1 The Company 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 with the Company giving the Parker one (1) month's notice in writing of the new Conditions.

## **12 Waiver**

- 12.1 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.

## **13 Relationship**

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

## **14 Assignment**

- 14.1 This Agreement is personal to the Parker and the Parker must not assign any rights or obligations under this Agreement without the prior written consent of the Company.

## **15 Customer Vehicle Assistance**

- 15.1 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 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 which the Parker may otherwise have against the Company in respect of that damage.

## **16 CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY**

- 16.1 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.
- 16.2 In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.