

Monthly Parking Application

Mall Car Park, 92 King Street Newcastle



I/we wish to make an application for a monthly parking space/s in the Mall Car Park.

Type of parking required

Please tick	Type	Number of spaces required
	Unlimited access	
	Reserved permanent	
	Concession	

Applicant details

Name:

Company:

Address:

Mailing address (if different to address above).....

.....

Phone (Business).....Private

Mobile E-mail

Pass card holder & vehicle details

Name	Registration	Pass card number
1		
2		
3		
4		

I/We acknowledge that the use of the parking spaces is subject to the Monthly Parking Agreement.

I/We have read and understand the conditions of the Monthly Parking Agreement, particularly clause 10 – Exclusion of Liability and agree to be bound by those conditions.

Signed: .. Date:

If the Applicant is a company or other entity, then this form must be signed by a Director, Secretary or other authorised officer of that Company or entity, who must also print the capacity in which they sign, adjacent to their signature.

Office use only

Pass card number Parking Acct no. **POO**

Monthly amount:..... Commencement date.....

Privacy notice

City of Newcastle (CN) is committed to protecting your privacy and takes reasonable steps to comply with all relevant legislation. The information is collected by CN for the purpose of processing your application. Your personal information will be stored in accordance with relevant legislation and will only be accessed by authorised CN Staff. If you do not provide information, CN may not be able to process your application. Your information can be checked for accuracy by contacting CN.

How to lodge your application

Applications can be lodged either:

1. In person at the Customer Enquiry Centre, located on the Ground Floor of 282 King Street, Newcastle.
Business hours from 8:30am to 5:00pm, Monday to Friday.
2. By mail
City of Newcastle
PO Box 489
Newcastle NSW 2300
3. By email - mail@ncc.nsw.gov.au

How to contact us:

Phone: (02) 4974 2000

Email: mail@ncc.nsw.gov.au

This Agreement witnesses and the parties covenant and agree as follows:-

1. Interpretation

In this Agreement the expressions:

- a) 'CN' means City of Newcastle its, successors, servants, agents and contractors.
- b) 'The Applicant' shall mean the Applicant named in the Monthly Parking Application and includes the applicant's successors, servants, agents and contractors.
- c) 'Pass Card' shall mean any form of card or identification device specified by CN from time to time including, but not limited to, pass cards, access cards, parking cards, window passes, windscreen tokens or monthly passes.
- d) 'Agreement' means this Monthly Parking Agreement and the Monthly Parking Application signed by the Applicant.
- e) 'Car Park' means CN's Mall Car Park.
- f) 'Monthly Parking Fee' means the fee or such other amount as CN from time to time determines in accordance with this Agreement.

2. Licence to park

Subject to this Agreement CN will permit the Applicant to use and occupy a parking space(s) at the Car Park, in such parking space(s) as CN at all times determines.

3. Term

Subject to this Agreement, the term of the License is the calendar month for which the Monthly Parking Fee has been paid in advance.

4. Obligations of the applicant

The Applicant covenants and agrees with CN to:

- a) General
 - Observe and conform to all the rules and regulations relating to the use of the Car Park as may be made from time to time by CN, and to obey all lawful instructions and directions given by CN and in particular, those applicable to the use of the Pass Card, speed restrictions, traffic flow directions and areas designated as being either 'no parking', 'reserved parking' or "disabled parking" areas.
 - Only use the Car Park during the hours of operation displayed at the Car Park. This does not apply to those Applicants with unlimited access.
 - Advise CN of any change in the details shown on the Monthly Parking Application.
 - Only parking in the parking space(s) allocated to the Applicant.
- b) Payments
 - Pay in advance to CN the monthly parking fee applicable, the first payment or part thereof will be invoiced to the Applicant.
 - The Monthly Parking Fee payable in advance by the 1st of each month.
 - CN may deny use of car park to Applicant if payment is not received by the 7th of each month.
- c) Cancellations
 - CN will not refund the monthly parking fee or any part of it for days the Applicant does not use the Parking Station unless notification of cancellation is provided in writing 2 weeks prior to the cancellation date and agreed to by CN.
 - Pass card needs to be returned to CN before fees can be stopped.

5. Review and variation of monthly licence fee

The Monthly Parking Fees will be reviewed annually and advertised as part of CN's Budget and Management Plan.

6. Denial of access

CN shall be entitled to deny the Applicant access to the Car Park if the Monthly Parking Fee for any month has not been received by CN by the seventh day of that month. CN is also entitled to deny the Applicant access to the Car Park if a valid Pass Card is not accepted by an automated parking machine situated at the entry and exit of the Car Park, or otherwise not produced upon entry to the Car Park as required.

7. Variation of parking spaces

- a) Should additional parking spaces be required by the Applicant then subject to availability CN may grant a further licence of such additional parking spaces to the Applicant and the use of and payment for such additional parking spaces shall be on the same terms and conditions as this Agreement.
- b) Should a reduction in Parking Spaces be required by an Applicant of multiple spaces where the Applicant is more than one month in advance with payment, the Applicant may give CN one month's prior written notice of such reduction. Failure to give such notice will render the Applicant liable to pay the full Monthly Parking Fee.

8. Bay allocation

Where a Parking Space is allocated, the Applicant may have the use of such Parking Space to the exclusion of any other Applicant provided always that CN may at any time at its complete and unfettered discretion amend such exclusive allocation and notify the Applicant of the replacement Parking Space.

9. Pass Card

- a) The Applicant shall be issued with a validated Pass Card, which shall remain the property of CN. Should the Pass Card be stolen, lost or damaged the Applicant should notify CN immediately. A replacement Pass card will not be issued until CN has cancelled the previous card. The Applicant will be liable for any fees that may apply.
- b) Should the Applicant not be in possession of its validated Pass Card when either entering or leaving the Parking Station the Applicant shall be liable to pay the daily parking tariff applicable to casual parking at the Car Park from time to time until the Pass Card is cancelled by CN.

10. Exclusion of liability

To the extent permitted by law, CN will not be liable for any direct, indirect, consequential or special loss or damage of whatsoever nature suffered by the Applicant or the driver or owner of any vehicle the subject of this Agreement including any person claiming through any one of them (including without limitation the loss of the vehicle or any damage whatsoever thereto or for the loss of or damage to any of the vehicle's accessories or contents) howsoever any such loss or damage may be caused or whether by the negligence, omission, act or default of CN.

11. Applicant's risk

The Applicant agrees that any and all vehicles driven and parked at the Car Park are subject of this Agreement are driven and parked at the risk and responsibility of the Applicant. To the extent permitted by law, the Applicant releases and indemnifies CN from and against any liability, loss, damage, claim or proceeding in respect of any injury or damage howsoever arising and whether direct, indirect, consequential or special or to any person or property (real or personal) and irrespective of whether the same is due to the negligence, omission or default of CN and irrespective of whether the vehicle is being driven or not at the time of such injury, loss or damage.

12. Breach

If the Applicant breaches any term, condition or covenant of this Agreement, CN may, without prejudice to its rights hereunder, terminate this Agreement by notice in writing with immediate effect. If this Agreement is terminated pursuant to this clause 12, any Monthly Parking Fee paid in advance will not be refunded.

13. Assignment

This Agreement is personal to the Applicant. The Applicant may not assign or transfer or in any manner affect the assignment or Transfer of this Agreement.

14. Conditions of parking

The conditions of parking displayed at the entrance or within the Car Park shall be deemed to be incorporated in this Agreement so far as they are not inconsistent with the express terms of this Agreement.

15. Determination

The License is determined if:

- a) The Monthly Parking Fee payable in advance has not been paid by the seventh day of the month to which it relates; or
- b) For a breach of this Agreement pursuant to clause 12.

16. Temporary suspension of access

Upon the giving of not less than fourteen (14) days prior notice (which may be in the form of signage within the Car Park), CN is entitled to deny the Applicant access to the Car Park for any specified period of time.