

Parking Agreement

Murwillumbah Multi-level Car Park - Queen Street, Murwillumbah

LICENCE NO.				
THIS AGREEMENT is made the		day of		20
BETWEEN:	TWEED SHIRE COUNCIL Tumbulgum Road Murwillumbah NSW 2484 ABN: 90 178 732 496 (Car Park Owner)			
AND (Name(s)) (Parker):				
OF Company Name:				
OF Postal Address:				
Business Telephone Number:				
Email Address:				
Mobile Number:				
<p>1. In consideration of payment by the Parker of the Licence Fee specified in the schedule, the Car Park Owner grants the Parker the right to park vehicles in the Car Space within the Car Park in accordance with the details specified in the Schedule and the Terms and Conditions.</p> <p>2. This Agreement will commence on the date provided in the Schedule and will continue for the Term as further provided in the Schedule or until terminated by either party in accordance with the Terms and Conditions</p> <p>3. By signing this Agreement the Parker acknowledges that the Parker is aware of and bound by the Terms and Conditions, and confirms that the Parker will acquaint each person who will use the Car Space under this Agreement with the Terms and Conditions and warrants that each such person will observe the Terms and Conditions.</p>				
SCHEDULE				
Name to be Displayed on Allocated Car Space Sign (eg ACME PTY LTD):				
Car Registration Number/s:				
Date of Commencement of Parking:		Term:	12 Months	
Licence Fee:	\$550.00 (per Term inclusive of GST)			

TERMS AND CONDITIONS

1. **While parking in the Car Space the Parker shall display the permit provided by the Car Park Owner on the right hand side of the vehicle dashboard or windscreen. Failure to do so will result in an infringement notice being issued.**
2. 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.
3. The Parker will use the Car Park for the sole purpose of parking a motor vehicle therein and no other purpose whatsoever.
4. The Parker will not bring into the Car Park at any time petroleum or other inflammable volatile or explosive 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.
5. The Parker will not cause any nuisance, damage, obstruction, annoyance or inconvenience to the other patrons of the Car Park or the Swimming Complex.
6. 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.
7. 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 Car Park 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.
8. The Parker will permit the Car Park Owner or Manager to move their car in the event of an emergency or in other appropriate circumstances, on the understanding that the Car Park Owner or Manager has no duty to do so.
9. The Parker will only use the Car Space so allocated, which will be located on the first level of the car park and the Parker will recognise the Car Park Owners right to re-allocate spaces within the first level as required.
10. This Car Parking arrangement is on a licence basis only. It does not give any Parker or vehicle owner any property interest in the Car Space or Car Park.
11. Vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
12. All vehicles shall be parked within the lines designating the Car Space and shall at all times be parked in such a way that no obstruction is caused to the Car Park access lanes.
13. Unless otherwise stated in writing the Parker will not have exclusive use of any particular parking space.
14. 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

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TERMS AND CONDITIONS (continued)

15. The Car Park Owner may vary the Terms and Conditions by adding, altering or deleting any of them and in that event the new conditions will be binding on the Parker upon the Car Park Owner or Manager giving one (1) months' notice in writing of the new conditions.
16. 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.
17. 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. In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.
18. The Licence must be paid in advance on or before the commencement date of parking.
19. The Car Park Owner is entitled to deny the Parker access to the Car Park if the Licence fee is unpaid or the term of this agreement has expired.

Parker's Name:		
Parker's Signature:		Date:

OFFICE USE ONLY

Date:		Receipt Number:		Amount:	
GL Receipt Mnemonic:	ParkingLicenceMB (A2765.7386.41210)				
Upon receipt please return copy of this form to the Engineering Assistant - Traffic.					