

ACCOUNT NO. (Office Use Only) \_\_\_\_\_  
Account Manager: \_\_\_\_\_



## Parking Application | Monthly Parker

**PTE / FTE (Please Circle)**

**If PTE are you applying for: 2 days / 3 days / 4 days (Please Circle)**

### Item 1. Car Park Details

Car Park Name Gold Coast Private Hospital

Car Park No. 936936

### Item 2. Licensor Details / Address

Secure Parking Pty Ltd  
GPO Box 878  
Brisbane QLD 4001

ABN 31 669 236 037

### Item 3A. Company

*(Please complete Item 3A OR Item 3B)*

Company Name	ABN	Post Code:	_____
Trading Address		Post Code:	_____
Postal Address			
General Contact	Accounts Contact		
Work No.	Fax No.		_____
Email Address			
Director (1)	Director (2)		
Home Address	Home Address		_____
D.O.B.	D.O.B.		_____
Trade Reference (1)	Trade Reference (2)		
Company	Company		_____
Position	Position		_____
Contact No.	Contact No.		_____
	Staff Card Number		_____

### Item 3B. Individual / Sole Trader

Individual / Sole Trader	
Trading Address	
Postal Address	
Mobile No.	Work No.
Email Address	Home No.
	Staff Card Number

### Item 4. Electronic Invoice

*(Please circle)*

Do you wish to receive your invoice via email?	Yes / No	Address	_____
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### Item 5.

*(Please complete if Termination Date applicable)*

i. Commencement Date:	Termination Date	_____
ii. Licence Term:	Monthly	

**Item 6. Monthly Car Parking Fees**

**Non-Reserved Space(s)**

**Qty:**

**Fee:**

**Item 7 – Item 9**

**Item 7. Hours of Access**

24 Hours / 7 Days

**Item 8. Card Fee**

\$20.00 (Non-refundable)

**Item 9. Licence Fee Increase**

1<sup>st</sup> July each year

**Item 10. Promotional Offer**

Please tick here if you do not wish to receive special parking discounts & partner offers from **Club Secure**.

Membership is FREE. For full terms & conditions please visit [www.secureparking.com.au](http://www.secureparking.com.au)

Driver Details <i>(Please list below)</i>				
Name	Registration			

Summary of Charges	
Monthly Fee	\$
Card Fee	\$ 20.00
<b>TOTAL (incl. GST)</b>	<b>\$</b>
GST Amount	\$

Please indicate the account payment method you wish to use. Please note that the Accounting Fee in Item 10 will be charged each month to accounts that do not adopt the Direct Debit payment options.

Payment Method	<i>(Please circle ONE method)</i>
<b>Direct Debit – BANK ACCOUNT</b>	Initial payment to be deducted from your nominated bank account followed by subsequent monthly deductions. Please complete the Direct Debit Request Form.
<b>Direct Debit – CREDIT CARD</b>	Initial payment to be deducted from your nominated Credit Card followed by subsequent monthly deductions. Please complete the Direct Debit Request Form.

\*\*\* This quote is valid for a 14 day period from the above mentioned date and is subject to space availability \*\*\*





## SECURE PARKING - PARKING LICENCE AGREEMENT

MADE ON THE ..... DAY OF ..... 20....

**BETWEEN:** the party referred to in Item 2 (hereinafter referred to as Secure Parking) of the first part.  
**AND:** the party referred to in Item 3 (hereinafter referred to as "the Licensee") of the second part.

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

### 1. **INTERPRETATION**

In this Agreement the expressions:

- a) "Secure Parking" shall mean the party referred to in Item 2 trading as Secure Parking and its assigns, successors, servants, agents and contractors.
- b) "The Licensee" shall mean the party referred to in Item 3 and its successors, servants, agents and contractors.
- c) "Pass Card" shall mean any form of card or identification device specified by Secure Parking from time to time including, but not limited to, pass cards, access cards, parking cards, window passes, windscreen tokens or monthly passes.
- d) "Agreement" shall mean this Parking Licence Agreement including the Schedule hereto.
- e) Words importing the singular shall include the plural and vice versa. Words importing gender include every other gender. Words importing persons include bodies corporate and vice versa.
- f) Any covenant, indemnity or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- g) References in the Agreement to an Item shall be a reference to each item set out in the Schedule to this Agreement.

### 2. **LICENCE TO PARK**

Subject to this Agreement Secure Parking will permit the Licensee to use and occupy the parking space(s) referred to in Item 7 at the Car Park referred to in Item 1, in such position as Secure Parking at all times determines.

### 3. **TERM/HOLDING OVER**

- a) Subject to the provisions of Condition 8, this Licence shall be non-exclusive to the Licensee and shall commence on the Commencement Date and continue until the Termination Date each as set out in Item 5 or until previously determined as herein provided.
- b) In the event of the Licensee holding over after the expiration of the aforesaid date with the consent of Secure Parking, then subject to Condition 5, this Licence shall become a monthly Licence at the same Monthly Parking Fee payable by the Licensee immediately prior to such expiration. Such holding over shall otherwise be on the same terms and conditions as those contained in this Agreement so far as they are applicable.

### 4. **OBLIGATIONS OF THE LICENSEE**

The Licensee covenants and agrees with Secure Parking:

- a) To pay in advance to Secure Parking the Monthly Parking Fee referred to in Item 6, **Monthly payments are due and payable on the first day of every calendar month.** The first payment to be made on the signing hereof (without any deduction) at Secure Parking's address stated herein or as otherwise directed.
- b) To permit Secure Parking to enter any area of the Car Park for any lawful purpose including but not limited to carrying out repairs on the Car Park.
- c) To 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 Secure Parking, and to obey all lawful instructions and directions given by Secure Parking and in particular, those applicable to the display of or use of the Pass Card, speed restrictions, traffic flow directions and areas designated as being either "no parking" or "reserved parking" areas.
- d) To only use the Car Park during the hours of operation displayed at the Car Park or as otherwise provided in Item 7.
- e) To advise Secure Parking of the registration numbers of the Licensee's vehicles using the Car Park in accordance with this Agreement.
- f) To pay on the signing hereof the Security Deposit referred to in Item 8 which may be applied by Secure Parking toward any costs incurred by Secure Parking due to the default of this Agreement by the Licensee or toward any Monthly Parking Fee due and unpaid by the Licensee.
- g) To pay any Stamp Duty assessable on this Agreement.



**5. REVIEW AND VARIATION OF MONTHLY LICENCE FEE**

a) The Parking Fee may be reviewed and increased on July 1<sup>st</sup> each year and shall be deemed to replace the Monthly Parking Fee referred to in Item 6.

**6. DENIAL OF ACCESS**

Secure Parking shall be entitled to deny the Licensee access to or egress from the Car Park if the Monthly Parking Fee for any month has not been received by Secure Parking by the first day of that month.

**7. VARIATION OF PARKING SPACES**

- a) Should additional Parking Spaces be required by the Licensee then subject to availability Secure Parking may grant a further licence of such additional Parking Spaces to the Licensee and the use of and payment for such additional parking shall be on the same terms and conditions as this Agreement with the Items varied as appropriate.
- b) Should a reduction in Parking Spaces be required by a Licensee of multiple spaces held on a monthly licence the Licensee may give Secure Parking one (1) month's prior written notice of such reduction. Failure to give such notice will render the Licensee liable to pay the full Monthly Parking Fee.
- c) Secure may at its discretion, during the term of this agreement relocate the licensees vehicles to a nearby car park under similar terms.

**8. BAY ALLOCATION**

Where a Parking Space is referred to in Item 6, the Licensee may have the use of such Parking Space to the exclusion of any other licensee provided always that Secure Parking may at any time at its complete and unfettered discretion amend such exclusive allocation and notify the Licensee of the replacement Parking Space.

**9. PASS CARD**

- a) Upon payment of the Security Deposit Fee referred to in Item 8 the access card will be activated on the 1<sup>st</sup> day of the relevant month noted as the commencement date in Item 5.
- b) Should the Licensee not be in possession of its validated Pass Card when either entering or leaving the Car Park the Licensee shall be liable to pay the daily parking tariff applicable to casual parking at the Car Park from time to time.

**10. EXCLUSION OF LIABILITY**

To the extent permitted by law, Secure Parking will not be liable for any direct, indirect, consequential or special loss or damage of whatsoever nature suffered by the Licensee or driver or owner of any vehicle the subject of this Agreement (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 Secure Parking. The terms of this condition shall extend and shall at all times apply whilst the vehicle is parked or otherwise in Secure Parking's custody or control or whilst it is being moved or driven and shall extend and at all times apply whilst the vehicle is retained by Secure Parking pursuant to the terms and conditions hereof.

**11. LICENSEE'S RISK**

The Licensee agrees that any and all vehicles driven and parked at the Car Park the subject of this Agreement are driven and parked at the risk and responsibility of the Licensee. To the extent permitted by law, the Licensee releases and indemnifies Secure Parking 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 Secure Parking and irrespective of whether the vehicle is being driven or not at the time of such injury, loss or damage.

**12. NO SAFE CUSTODY**

As a fundamental and essential term of this Agreement the Licensee agrees and accepts that Secure Parking does not nor does it have authority to accept any goods or chattels of the Licensee for safe custody. To the extent permitted by law, Secure Parking will not be liable for any loss or damage whatsoever to any goods or chattels alleged to have been left with Secure Parking for safe custody howsoever such loss or damage may be caused whether by the negligence or otherwise of Secure Parking or by the negligence or otherwise of any person acting with or without the authority of Secure Parking.

**13. RELOCATION OF VEHICLE**

Notwithstanding any demand or request to the contrary Secure Parking shall be entitled to move any vehicle while it is parked in the Car Park by driving it or towing it away, even if it is locked. The vehicle may be moved or driven to such place as Secure Parking deems fit in the case where it is being retained by Secure Parking pursuant to Condition 14 or in any case where the Car Park has to be evacuated in an emergency or closed in whole or in part. In any other case the vehicle may be moved within the Car Park unless it has a special bay allocation pursuant to Condition 6 hereof.



**14. RIGHT OF RETENTION**

Secure Parking shall have a right of retention of the vehicle or vehicles or any of its accessories or contents until all sums due for parking and/or other services rendered by Secure Parking to the Licensee have been paid in full. Upon default of payment of any such sums for thirty (30) days following written request for payment, Secure Parking shall be entitled to sell the vehicle and/or the goods or articles therein by auction or otherwise to recoup any monies owing to it. Parking charges will be payable in respect of any period of retention under this Condition or Condition 13 hereof.

**15. BREACH**

If the Licensee breaches any term, condition or covenant of this Agreement, Secure Parking may, without prejudice to its rights hereunder, terminate this Agreement by notice in writing with immediate effect.

**16. WAIVER**

Time shall be of the essence for the purposes of this Agreement. No time or other indulgence granted by Secure Parking shall constitute a waiver of any of its rights herein or at law and Secure Parking shall not be precluded from exercising any such rights against the Licensee which may have arisen in the past or which might arise in the future.

**17. RELATIONSHIP**

Nothing in this Agreement shall create or be construed as creating any bailment or tenancy or conferring any interest upon the Licensee by way of lease or otherwise in the Car Park or any part thereof.

**18. ASSIGNMENT**

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

**19. 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 varied by or inconsistent with the express terms of this Agreement.

**20. SEVERABILITY**

To the extent that any one provision or part of this Agreement is either invalid or unenforceable by any applicable law (including the Trade Practices Act 1974 as amended), such provisions or part shall be ineffective and shall not invalidate or modify the remaining provisions or parts hereof, which shall continue in full force and effect as if the invalid or unenforceable provision or part had not been included herein.

**21. PARKING LEVY/CONSUMPTION TAX**

The Licensee acknowledges and agrees that any purchase, receipt, consumption, value added or sales levy, or any other charge or tax that may be payable, charged or imposed after the Commencement Date upon the supply of, or the price or cost of, or the provision of services by Secure Parking in the course of its business or upon a Parking Space or upon Car Parking bays in the Car Park (all or any which are hereinafter called "the Parking Impost") is not included in the Licence Fee AND THAT any Parking Impost charged to or payable by Secure Parking by law or otherwise, shall be recoverable by Secure Parking from the Licensee in addition to the Licence Fee and any default by the Licensee in the payment of the Parking Impost shall be deemed to be a breach of this Agreement whereupon Secure Parking may rely upon the provisions of Condition 15 hereof.

**22. DETERMINATION**

Where the Licence Term referred to in Item 5 is a monthly term or the Licensee is holding over pursuant to Clause 3 (b), this Agreement may be determined by either party giving one (1) month's prior written notice to the other. Secure Parking may at its complete and unfettered discretion accept one (1) Monthly Parking Fee in lieu of such notice. The security deposit as mentioned in Section 4(f) will be refunded after the account is finalised and written notice for the refund of the security deposit is received.

SIGNED FOR AND ON BEHALF OF THE PARTIES BY THEIR DULY AUTHORISED OFFICERS. OFFICER OF

.....  
OFFICER OF SECURE PARKING

.....  
OFFICER OF LICENSEE (Applicant)

.....  
POSITION

.....  
WITNESS