

Parking Application - Recharge Card

Item 1. Location Item 2. Licensor Details / Address

 Car Park Name
 Gold Coast Private
 Secure Parking Pty Ltd

Hospital GPO Box 878

Brisbane QLD 4001

Car Park No. 936936 **ABN** 31 669 236 037

Item 3. Individual Details / Address

Applicant's Name:

Trading Address: GCPH, 14 Hill St, Southport, Qld, 4215

Postal Address:

Mobile #: Work #:

Email Address: Home #:

Staff Card Car Registration/ s:

Number/Agency:

Item 4. Commencement & Fees

i. Commencement Date (please allow 2 business days for

your card to be processed ready for

collection)

Recharge Card fee of \$20.00 (non-refundable) is payable at the car park management office $\frac{1}{2}$

upon collection of the Recharge Card (via Eftpos or Credit Card only). Cash will not be

ii. Recharge Card Fee/s accepted at the office.

NOTE: \$20.00 replacement fee applies for any lost or damaged cards.

Item 5. Daily Staff Casual Car Parking

Non-Reserved Space(s) Recharge Pass Card required (daily use/visit).

Recharge amounts available \$100 or \$200 top up only.

Each car park exit reduces the Recharge Card balance by

\$10.

Item 6. Access

Hours of Access 24 Hours / 7 Days

Main Car Park Only

Item 7. (Office Use Only)

Item 8. Confirmation of Collection & Payment Received

Recharge Card #: Applicant Signature:

Date Programmed: Print Name:

Healthscope ID Sighted: Yes No Date Card Issued:

Proof Of Casual

Employment Sighted Yes CSO: (Initial)

Page 1 of 3 Please Initial Here: _____



SECURE PARKING - RECHARGE PARKING LICENCE AGREEMENT

	MADE ON	I THE	DAY OF	•	20
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<u>BETWEEN:</u> the party referred to in Item 2 (hereinafter referred to as Secure Parking) of the first part.

<u>AND:</u> 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, staff cards, pass cards, access cards, parking cards, window passes, windscreen tokens or fortnightly 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 6 at the Car Park referred to in Item 1, in such position as Secure Parking at all times determines.

3. TERM/HOLDING OVER

a) This Licence shall be non-exclusive to the Licensee and shall commence on the Commencement Date and be responsible to recharge the pass card when required. Termination date applies to the Licensee if employment ceases and disqualifies eligibility to hold this pass card. Pass Cards become invalid if the credit limit reaches zero and is not charged.

4. OBLIGATIONS OF THE LICENSEE

The Licensee covenants and agrees with Secure Parking:

- a) 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.
- b) 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.
- c) To only use the Car Park during the hours of operation displayed at the Car Park or as otherwise provided in Item 6.
- d) To advise Secure Parking of the registration numbers of the Licensee's vehicles using the Car Park in accordance with this Agreement.

5. REVIEW AND VARIATION OF RECHARGE PASS CARD LICENCE

a) The Licence Term referred to in Item 5 may be reviewed on the 1st July each year.

6. DENIAL OF ACCESS

Secure Parking shall be entitled to deny the Licensee access to or egress from the Car Park if the pass card agreement has not been confirmed by Secure Parking at any time.

7. PASS CARD

- a) The pass charge card will be active once the employee has activated the pass card on entry and charged the pass card at any pay station on site.
- b) Should the Licensee not be in possession of its validated Staff Pass Card when either entering or exiting the Car Park, the Licensee (QH Employee) shall be liable to pay the casual daily parking tariff applicable to their duration of stay at the Car Park at the time.
- c) Lost pass cards are not refundable nor is the amount on these cards refundable at anytime. Lost pass cards are subject to a replacement fee as noted in item 4(ii).

8. 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

Page 2 of 3 Please Initial Here: _____

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.

9. 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.

10. 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.

11. 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 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.

12. 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 & card by notice in writing with immediate effect.

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.

14. 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.

15. 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.

16. 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.

17. 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.

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

OFFICER OF SECURE PARKING	OFFICER OF LICENSEE (QH Employee/ Applicant)
	POSITION / OCCUPATION
	WITNESS

Page 3 of 3 Please Initial Here: _____