

Gosford City Car Park

Application for Licence to Use Gosford City Car Park

Central
Coast
Council

PRIVACY NOTIFICATION

Some of the information that you are asked to provide in this application is personal information, such as your name and contact information. This information is being collected for the purpose of assessing your application for a licence to use Gosford City Car Park. The information will be accessible by Council staff, and may be disclosed to third parties, where required by law. It is voluntary to provide personal information on this form, however if the information is not provided, the application may not be accepted. Applications to access or amend the personal information provided on this form may be made to Central Coast Council.

APPLICANT'S DETAILS:

First Name		Surname	
Company/Organisation			
Address (Organisation)			
State		Post Code	
Address (Personal)			
State		Post Code	
Phone (Organisation)		Phone (Personal)	
Email Address			
Drivers Licence Number			

VEHICLE DETAILS:

Make	Model	Registration Number

TERMS AND CONDITIONS:

1. This is an application for a licence to use a parking space in the Gosford City Car Park owned and operated by Central Coast Council.
2. The acceptance of any application, and the granting of any licence, is at the Council's sole and absolute discretion.
3. The use of Gosford City Car Park is subject to the terms and conditions set out in this application and marked attachments "A" and "B" ("**Conditions**").
4. By signing this application form, you declare that you have read, and agree to, the Conditions.
5. If you are signing this application form on behalf of an organisation, group or corporation ("**entity**"), you declare that you authorised to make this application on behalf of that entity.

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Executed by the applicant for a monthly licence to use the Gosford City Car Park, as an individual, or pursuant to s.127 of the *Corporations Act 2001 (Cth)*:

.....
Applicant Signature

.....
Witness Signature

.....
Print Name (Applicant)

.....
Print Name (Witness)

OFFICE USE ONLY					
Card Number/s		Company No.		Receipt No.	
Parking Fee	\$	Card Deposit	\$	Paid Date	
Acceptance	Yes No	Commencement Date		End Date	30 June _____
ACCOUNT CANCELLED					
Date		Deposit Refunded	Yes No	Receipt No.	
Date Last Paid		Refund Fees	Yes No	Deleted from working file	/Yes No
Paid to Date		NAR No.		JOURNAL/REFUND	

Added to CM

Added Customer to CMS

Added to Banking

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Attachment "A"

Licence Terms and Conditions

1. Definitions and Interpretation

In these conditions:

- 1.1. **Access Card** means the Car Park Access Card issued by CCC to the customer upon payment of a Security Deposit to enable the Customer to access the Car Park for the purposes of parking a Vehicle on a permanent basis.
- 1.2. **After-Hours Vehicle Security Release Fee** means the fee payable if the Customer requires the Security agency to release any vehicle outside of the Standard Operating Hours, as determined by CCC and included in its Schedule of Fees and Charges, available on CCC's website at www.centralcoast.nsw.gov.au.
- 1.3. **Agreement** means the Agreement between the Customer and CCC constituted by the Application, the Licence Terms and Conditions and the Car Park Terms and Conditions.
- 1.4. **Application** means the application submitted by the Customer for a licence to use the Car Park.
- 1.5. **Business Day** means any Monday, Tuesday, Wednesday, Thursday or Friday that is not classified as a public holiday in New South Wales.
- 1.6. **Car Park** means the Gosford City Car Park located at 1 Baker Street, Gosford, NSW, 2250.
- 1.7. **Car Park Space** means either a specific, identified, parking space(s) in the Car Park, such space(s) which will be marked by CCC on the Application, or otherwise advised in writing; or any parking space(s) on a specified Car Park Level, such level which will be marked by CCC on the Application, or otherwise advised in writing.
- 1.8. **Car Park Level** means a level in the Car Park.
- 1.9. **Car Park Terms and Conditions** means the terms and conditions at attachment "B" of the Application, as may be varied by CCC from time to time.
- 1.10. **CCC** means Central Coast Council.
- 1.11. **Commencement Date** means the date the Access Card(s) is issued by CCC to the Customer unless otherwise specified in the Application.
- 1.12. **Customer** means the person, or organisation that has been granted a Licence in accordance with the stipulations as detailed in clause 3 of the Licence Terms.
- 1.13. **End Date** means 30 June 2024
- 1.14. **Exit Terminals** means the payment terminal machines and boom gates located on Level 1, used to manage vehicles as they are leaving the Car Park.
- 1.15. **Licence** means the licence granted by CCC to the Customer in accordance with cl. 3 of the Licence Terms and Conditions.
- 1.16. **Licence Fee** means the fee payable per month, for the Licence, as determined by CCC and included in its Schedule of Fees and Charges, available on CCC's website at www.centralcoast.nsw.gov.au.
- 1.17. **Licence Terms and Conditions** means these terms and conditions marked attachment "A" to the Application, as may be varied by CCC from time to time.
- 1.18. **Pay Station** is the payment terminal machine located at the lift entry on Level 1 within the Car Park, used to pay the Licence Fee.
- 1.19. **Security Deposit** is the monetary amount payable by the Customer for an Access Card, as determined by CCC and included in its Schedule of Fees and Charges, available on CCC's website at www.centralcoast.nsw.gov.au.

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- 1.20. **Special Event** means an event or activity, in respect of which CCC may, at its sole and absolute discretion, open the Car Park, including the Car Park Space for general use by any person.
- 1.21. **Special Event Parking Fee** means the fee payable for parking in the Car Park during Special Events, as determined by CCC and included in its Schedule of Fees and Charges, available on CCC's website at www.centralcoast.nsw.gov.au.
- 1.22. **Standard Operating Hours** means the Car Park opening hours: Monday to Friday from 6am to 8pm and Saturday from 7.30am to 3pm.
- 1.23. **Term** means the term of the Agreement, as provided in cl.2 of the Licence Terms and Conditions.
- 1.24. **Validated Casual Parking Ticket** means a daily ticket that has been processed by CCC at its discretion to allow use of the Car Park without payment other than applicable administration fees.
- 1.25. **Vehicle** means the vehicle(s) listed on the Application.

2. Term

- 2.1. This Agreement commences on the Commencement Date, and ends on the End Date, unless terminated earlier pursuant to cl. 6 of this Agreement.
- 2.2. The Term of this Agreement may be extended by Agreement in writing between the parties.

3. Licence

- 3.1. CCC grants a licence to the Customer to use and occupy the Car Park Space, for the purpose of parking the Vehicle, during the Term, and in accordance with this Agreement.
- 3.2. The Car Park Space / licence may be varied by CCC, during the Term at CCC's sole and absolute discretion.
- 3.3. The Car Park Space can only be used and occupied by the Customer during Business Days, with the exception of:
 - 3.3.1. any day that is a public holiday in New South Wales; and
 - 3.3.2. any day, including any part of a day, on which the Car Park is opened by CCC for a Special Event.
- 3.4. For the avoidance of doubt, the Licence does *not* permit the use and occupation of the Car Park Space, during the Term on weekends.
- 3.5. The Customer agrees to perform and observe the Car Park Terms and Conditions.
- 3.6. The Customer warrants that its employees, contractors, agents, and invitees will perform and observe the terms and conditions of this Agreement.

4. Licence Fee & Other Charges

- 4.1. The Customer agrees to pay the Licence Fee. The Licence Fee is payable in advance, on the first Business Day of each month (or other frequency agreed to by CCC), for the Term.
- 4.2. The monthly Licence Fee is payable by either credit card or cash by scanning the Access Card at the Pay Station. The monthly Licence Fee is unable to be paid at the two Exit Terminals.
- 4.3. No After-Hours Vehicle Security Release Fee is payable to access the Car Park outside of Standard Operating Hours with the use of an Access Card. The customer is able access the Car Park via the lift from the Ground Level by scanning the Access Card at the reader and proceeding to the appropriate Car Park Level. The Access Card must then be scanned at the exit terminal to activate the boom gate to exit in their vehicle.
- 4.4. The After-Hours Vehicle Security Release Fee is payable if the Access Card has been lost, misplaced, or forgotten, and the Security agency is required to release your vehicle outside of the Standard Operating Hours.

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- 4.5. The Customer acknowledges and agrees that the Licence Fee may be varied by CCC during the Term, in which case, the Customer agrees to pay the varied Licence Fee.
- 4.6. CCC may suspend the use of the Car Park Space by the Customer, should payment of the Licence Fee not be made by the end of each month (or other frequency agreed to by CCC), at any time during the Term, until such time as the Licence Fee due, and any arrears is paid in full by the Customer to CCC.
- 4.7. If the Customer fails to pay the Licence Fee for a period of two concurrent months or more, CCC may at its sole and absolute discretion terminate this Agreement.
- 4.8. The Customer agrees to pay any other fees and charges, during the Term, if applicable as determined by CCC and as included in its Schedule of Fees and Charges available on CCC's website at www.centralcoast.nsw.gov.au.
- 4.9. Despite cl. 4.8, no fees and charges are payable by the Customer for the use of the Car Park on any day that the Car Park is open that is a public holiday, or for a Special Event.

5. Access Card

- 5.1. The Customer agrees to pay the Security Deposit on the Commencement Date. The Security Deposit is payable for each Access Card required.
- 5.2. On payment of the Security Deposit, CCC agrees to provide an Access Card to the Customer.
- 5.3. CCC will refund the Security Deposit via cheque, to the Customer within 30 days from the date the access card is received (see cl. 5.3.2) after the Agreement is terminated, provided:
 - 5.3.1. There are no outstanding fees or charges payable by the Customer under the Agreement; and
 - 5.3.2. The Access Card is returned within 14 days after cancellation and in working order.
- 5.4. If on termination of this Agreement, there are outstanding fees and/or charges, the parties agree that CCC will deduct the Security Deposit from the balance of the outstanding fees and/or charges payable by the Customer.
- 5.5. The Access Card must be used upon entry to and exit from the Car Park in order to activate the boom gate at the Car Park.
- 5.6. Customers with Level 1 Access Cards have unrestricted vehicle entry to the Car Park 24 hours per day, 7 days per week, with a reserved parking space on Level 1 on Business Days. (See cl. 3.3)
- 5.7. Customers with Level 2-5 Access Cards have vehicle entry access to the Car Park during Standard Operating Hours only, parking in any available non-reserved space on Level 2-5 on Business Days. (See cl. 3.3)
- 5.8. The Access Card can be used to access the car park during Special Events, with no Special Event Parking Fee payable. (See cl. 3.3)
- 5.9. The Access Card is to be used by the Customer only and is not transferable.
- 5.10. If the Customer does not use an Access Card at the time entering or exiting the Car Park, the Customer agrees to enter the Car Park on a casual parking ticket and pay any applicable fees and charges for the use of the Car Park Space. This clause does not apply where the Customer has obtained a Validated Casual Ticket (see cl. 1.24).
- 5.11. If a replacement Access Card is required during the Term, the Customer agrees to pay any replacement fee.
- 5.12. If the Customer is to use a Car Park Space on levels 4 or 5, the Access Card must be used at the ticket machines on level 4 of the Car Park to enter and exit any parking spaces on level 4 or 5.
- 5.13. The Customer acknowledges that the Access Card may be suspended by CCC, in the circumstances set out at cl. 4.6.

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6. Closure and Termination

- 6.1. CCC reserves the right to review and amend the operating hours and close the Car Park, for any reason, at no notice to the Customer, including, but not limited to, during shut down periods, for the purpose of maintenance, or where required by law.
- 6.2. The parties agree that no refunds or credit for any Licence Fee paid in respect of any day on which the Car Park has been closed is payable by CCC.
- 6.3. This Agreement may be terminated as follows:
 - 6.3.1. On seven days' notice in writing by either party for any reason.
 - 6.3.2. By CCC, where the Customer has breached any term of the Agreement.
 - 6.3.3. By CCC, in the circumstances set out in cl. 4.7.
- 6.4. On termination of this Agreement, the Customer must return the Access Card to CCC, and pay any outstanding fees and charges.
- 6.5. The parties agree that any fees and charges not paid by the Customer on termination of the Agreement (including where the Term has ended) may be recovered by CCC as a debt owed to CCC, in any court of competent jurisdiction.

7. Entire Agreement

- 7.1. This Agreement constitutes the entire Agreement between the parties, and supersedes any previous Agreement, implied or otherwise in relation to the use of the Car Park.
- 7.2. CCC reserves the right to amend this Agreement at any time during the Term. Notice of any such amendments will be provided in writing.
- 7.3. In the event of any inconsistency between the Application, the Licence Terms and Conditions, and the Car Park Terms and Conditions, the order of precedence is as follows:
 - (1) The Licence Terms and Conditions.
 - (2) The Car Park Terms and Conditions.
 - (3) The Application.

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Attachment "B"

Car Park Terms and Conditions

1. By entering and using this Car Park, the driver of the vehicle, and any passengers in the vehicle ("you") agree to the following terms and conditions ("Agreement"). If you do not agree to these terms and conditions, you must immediately leave the Car Park.
2. You agree that the services provided by Central Coast Council ("CCC") under this Agreement relate only to the provision of parking of vehicles ("services") and not to the safety or security of vehicles.
3. Your use of this Car Park is at your own risk.
4. You must drive carefully and responsibly in the Car Park and obey all speed limits indicated and comply with the Road Rules.
5. You must adhere to any instructions or directions set out in any signage erected within and around the Car Park.
6. You must obey any reasonable directions given by any Car Park attendant.
7. You must park within the marked parking bays only. You must not park in any bay reserved for persons with a disability, unless you have an Australian Disability Parking Permit, and that permit is clearly displayed on the windscreen of the vehicle.
8. You agree to pay all applicable fees and charges for the use of the Car Park. The fees and charges are indicated on signage within the Car Park or are available from CCC's website at www.centralcoast.nsw.gov.au.
9. You acknowledge that a CCTV system operates within the Car Park. The personal information collected via the CCTV system is collected for the purpose of the safe and effective management of the Car Park, and for the purposes set out in detail in any signage within the Car Park. The information is accessible by CCC staff and may be disclosed to law enforcement and other government agencies. You have a right to apply for access to any CCTV footage. Enquiries should be made to CCC at ask@centralcoast.nsw.gov.au.
10. You agree that CCC can remove the vehicle from the Car Park in the event of a breach of these terms and conditions, or for safety or emergency reasons, in which case CCC will act reasonably. In the event of removal of the vehicle, you agree that any costs incurred by CCC in removing, storing, or disposing the vehicle are recoverable from you as a debt owed to CCC.
11. CCC reserves the right to vary this Agreement without notice, and in that event the Agreement as varied will be binding on you upon entry to and use of the Car Park.
12. If, as an Access Card Holder, you have been allocated a small car space, your vehicle must not exceed the length of the car space provided when you park in the allocated car space. If this occurs CCC reserves the right to remove your vehicle from the Car Park if you have breached this condition. In the event of removal of the vehicle, you agree that any costs incurred by CCC in removing, storing, or disposing the vehicle are recoverable from you as a debt owed to CCC.
13. There are certain guarantees imposed by the Australian Consumer Law in relation to the services. CCC makes no other representations, guarantees, or warranties in relation to the services. To the extent that CCC has any liability for a breach of the guarantees under the Australian Consumer Law, you agree that CCC's liability is limited to either supplying the services again, or the payment of the cost of supplying the services again.
14. **You agree that CCC is not liable for, and you release and indemnify CCC to the full extent permitted by law, from and against all actions, proceedings, claims, penalties, and demands for loss or damage arising from your use of the Car Park, including for any loss or damage to the vehicle, or to any article or thing in or attached to any vehicle, except where any such loss or damage is caused by the wilful or negligent act or omission of CCC.**

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