

Gosford City Car Park

Application for Licence to Use Gosford City Car Park



Attachment "A" Licence Terms and Conditions

1. Definitions and Interpretation

1.1. In these conditions:

Term	Definition
Agreement	The agreement between the Customer and CCC constituted by the Application, these Licence Terms and Conditions (Attachment "A"), and the Car Park Terms and Conditions (Attachment "B").
Application	The application submitted by the Customer for a licence to use the Car Park
Automatic Number Plate Recognition (ANPR)	The automated system used by CCC to recognise Number Plates and manage vehicle access and compliance.
Business Day	Any Monday, Tuesday, Wednesday, Thursday or Friday that is not a public holiday in New South Wales.
Car Park	Gosford City Car Park located at 1 Baker Street, Gosford NSW 2250.
Car Park Level	A level in the Car Park.
Car Park Space	Either: (a) a specific, identified parking space(s) in the Car Park marked by CCC on the Application or otherwise advised by CCC in writing; or (b) any parking space(s) on a specified Car Park Level marked by CCC on the Application or otherwise advised by CCC in writing.
Car Park Terms and Conditions	The terms and conditions at Attachment "B" of the Application, as may be varied by CCC from time to time.
CCC	Central Coast Council.
CCTV	Closed-Circuit Television operating within and around the Car Park.
Commencement Date	The date on which the Application is accepted by CCC, being the date on which the Agreement between the Customer and CCC is formed.
Current Month	The calendar month in which the applicable Licence Fee or other fees are due and payable under this Agreement, and for which payment of those fees applies, regardless of the specific date on which payment is made within that month.
Customer	The Person that has been granted a Licence in accordance with clause 4
e-Ticket	The electronic ticket issued to the Customer by CCC, containing a Quick Response (QR) code, and used for account management and access functions (including lift access where available)
Effective Date	The date notified by CCC to the Customer in writing on which the updated Licence Terms and Conditions take effect and replace any prior terms and conditions.
End Date	30 June of the financial year in which the Application is signed (unless otherwise specified in writing).
Licence	The licence granted by CCC to the Customer in accordance with clause 4
Licence Fee	The fee payable per month for the Licence as determined by CCC in its Schedule of Fees and Charges available at www.centralcoast.nsw.gov.au .
Licence Terms and Conditions	These licence terms and conditions marked Attachment "A" to the Application, as may be varied by CCC from time to time.
Number Plate (NP)	The alphanumeric characters displayed on a vehicle's registration plate, recorded by CCC (including through Automatic Number Plate Recognition (ANPR) technology) for identifying authorised vehicles, administering and enforcing this Agreement, managing access and compliance, preventing misuse or fraud, and supporting operational and security functions of the Car Park.

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Personal Information	Has the meaning given in applicable privacy legislation and includes information collected through ANPR and CCTV where it identifies an individual.
Recognition Period	The period commencing on the first calendar day of the month immediately preceding the Commencement Date.
Special Event	An event or activity for which CCC may, at its sole and absolute discretion, open the Car Park (including the Car Park Space) for general use by any person.
Special Event Parking Fee	The fee payable for parking in the Car Park during Special Events, as determined by CCC in its Schedule of Fees and Charges available at www.centralcoast.nsw.gov.au .
Standard Operating Hours	The Car Park opening hours: Monday to Friday from 6:00am to 8:00pm and Saturday from 7:30am to 3:00pm (as may be varied by CCC).
Term	The term of the Agreement as provided in clause 3
Vehicle	The vehicle(s) listed on the Application.

2. General

In this Agreement, including the recitals and unless the context otherwise requires:

- 2.1. a word denoting the singular includes the plural and vice versa;
- 2.2. a word denoting an individual or person includes a corporation, firm, authority, government or government authority;
- 2.3. a reference to any Agreement or document is to that Agreement or document (and where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time.
- 2.4. If any provision of these Licence Terms and Conditions is found to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

3. Term and Renewal

- 3.1. These Licence Terms and Conditions take effect from the date notified by CCC to the Customer in writing.
- 3.2. CCC can vary Licence Terms and Conditions by way of providing ten (10) Business Days written notice to the Customer. Written notice for the purpose of this clause may be given by email to the Customer's last notified email address.
- 3.3. The Customer's continued use of the Car Park on or after the Effective Date constitutes acceptance of the new Licence Terms and Conditions. If the Customer does not agree to the new Licence Terms and Conditions, the Customer may terminate the Agreement in accordance with clause 8.
- 3.4. For administrative and system behaviour recognition purposes only, an initial Application is enrolled into a Recognition Period of two (2) calendar months
- 3.5. Each Recognition Period automatically renews for successive periods of two (2) calendar months unless the Agreement is terminated in accordance with clause 8.
- 3.6. For the avoidance of doubt:
 - (a) the Recognition Period does not alter, define, or limit the Term of the Agreement; and
 - (b) the Licence Fee remains payable monthly for each Current Month during the Term
- 3.7. Unless terminated by either party in accordance with this Agreement, the Term will automatically renew annually on 1 July each year for a further period ending on 30 June of the following year.
- 3.8. Each renewed term is subject to the Licence Terms and Conditions, fees and charges, and operational requirements as adopted by CCC for the relevant financial year, as notified by CCC from time to time.

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- 3.9. CCC may vary the Licence Terms and Conditions, fees and charges, or other requirements applicable to a renewed term by providing ten (10) Business Days written notice to the Customer prior to the commencement of that renewed term. Written notice for the purposes of this clause may be given by email to the Customer's last notified email address.
- 3.10. If the Customer does not agree to the Licence Terms and Conditions applicable to a renewed term, the Customer may terminate this Agreement in accordance with clause 8.

4. Licence

- 4.1. 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.
- 4.2. The Car Park Space or Licence may be varied by CCC, during the Term at CCC's sole and absolute discretion.
- 4.3. The Car Park Space can only be used and occupied by the Customer during Business Days, except for:
 - 4.3.1. any day that is a public holiday in New South Wales; and
 - 4.3.2. any day, including any part of a day, on which the Car Park is opened by CCC for a Special Event.
- 4.4. For the avoidance of doubt, the Licence does not permit the use and occupation of the Car Park Space, during the Term on weekends.
- 4.5. The Customer agrees to perform and observe the Car Park Terms and Conditions.
- 4.6. The Customer warrants that its employees, contractors, agents, and invitees will perform and observe the terms and conditions of this Agreement.

5. Licence Fee & Other Charges

- 5.1. The Customer agrees to pay the Licence Fee for the Term. The Licence Fee is payable in advance for each Current Month, or at such other frequency as may be agreed by CCC.
 - 5.1.1. If the applicable Licence Fee for a Current Month is not successfully paid when due, the Licence will be inactive and clause 5.10 applies. While the Licence is inactive, the Customer will be treated as a casual parker and charged casual parking rates in accordance with the Car Park Terms and Conditions until the applicable Licence Fee is paid.
 - 5.1.2. If the Licence Fee remains unpaid for the entirety of the Current Month, the Licence will remain inactive, the Customer will continue to be treated as a casual parker, casual parking fees will apply in accordance with the Car Park Terms and Conditions, and the outstanding Licence Fee will remain payable, without limiting CCC's right to suspend, cancel, or terminate the Licence in accordance with this Agreement.
 - 5.1.3. Where the Application is accepted and the Commencement Date occurs on a date other than the first day of a calendar month, the Licence Fee payable for that Current Month will be calculated on a pro-rata basis from the Commencement Date to the end of that Current Month.
 - 5.1.4. For the purposes of any pro-rata calculation under this Agreement, a month is taken to comprise an average of twenty-one (21) Business Days.
 - 5.1.5. The pro-rata amount is calculated by dividing the applicable monthly Licence Fee by twenty-one (21) Business Days and multiplying that daily rate by the number of Business Days remaining in the Current Month.

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- 5.1.6. For the purposes of this Agreement, the Recognition Period will commence on the first calendar day of the month immediately preceding the Commencement Date, and the pro-rata period must run continuously from the Commencement Date to the end of the relevant Current Month.
- 5.2. The Licence Fee is payable using CCC's cashless payment methods (including online payment, card payment in person, or any other method made available by CCC from time to time).
- 5.3. A Customer authorised to park on Level 1 may access the Car Park as follows:
- 5.3.1. by Vehicle:
- 5.3.1.1. during Standard Operating Hours, via either Donnison Street or Baker Street, using a registered Number Plate recognised by the Automatic Number Plate Recognition (ANPR) system; and
- 5.3.1.2. outside Standard Operating Hours, via Donnison Street only, using a registered Number Plate recognised by the ANPR system, by scanning an issued E-Ticket (E-Ticket (QR code) at the After-Hours reader, and
- 5.3.2. by lift re-entry outside Standard Operating Hours, via the lift on the Ground Level, using either a registered Number Plate recognised by the ANPR system or an issued E-Ticket (QR code), where available.
- 5.3.3. Notwithstanding any other clause, and from time to time, Customers may be required to scan an issued E-Ticket (QR code) at the reader located on Level 1 in order to gain access to Levels 2–5, including where a boom gate is lowered.
- 5.4. A Customer authorised to park on Levels 2–5 may access the Car Park as follows:
- 5.4.1. by Vehicle during Standard Operating Hours only, via either Donnison Street or Baker Street, using a registered Number Plate recognised by the ANPR system; and
- 5.4.2. by lift re-entry outside Standard Operating Hours, via the lift on the Ground Level, using either a registered Number Plate recognised by the ANPR system or an issued E-Ticket (QR code) (where available).
- 5.4.3. The access arrangements in clause 5.3 apply equally to Customers authorised to park on Levels 2–5.
- 5.4.4. Where the Car Park reaches capacity due to casual parking occupancy on a Business Day, CCC may restrict access for casual parkers, including by lowering or closing a boom gate.
- 5.4.4.1. On Business Days, Customers authorised to park on Levels 2–5 may, where casual access is restricted due to capacity, access Levels 2–5 by ANPR, or by scanning an issued E-Ticket (QR code) at the boom gate reader.
- 5.4.4.2. No parking spaces are reserved, and no priority or guaranteed access applies, on weekends, public holidays, or during Special Events.
- 5.5. Where the Customer parks a Vehicle in a Car Park Level other than the Car Park Level authorised under the Licence, casual parking rates will apply in accordance with the Car Park Terms and Conditions.
- 5.5.1. For the avoidance of doubt, parking in an unauthorised Car Park Level does not suspend, waive or reduce the Customer's obligation to pay the applicable Licence Fee for the Current Month
- 5.6. Access to the Car Park under this Agreement is conditional on the Customer complying with the payment obligations set out in this Agreement. Where a Licence Fee or other applicable charge remains outstanding at the time access is attempted, entry to the Car Park does not waive or defer the Customer's obligation to make payment in accordance with this Agreement, including payment on exit under clause 5.7, and may result in suspension, deactivation, or termination of access in accordance with this Agreement.

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- 5.7. Payment of the applicable Licence Fee or any other parking charge is a condition of exiting the Car Park. CCC is not required to permit the exit of a vehicle unless payment has been made in accordance with this Agreement.
- 5.8. If the Customer enters the Car Park while the Licence Fee for the relevant Current Month remains unpaid, the Customer must, before exiting the Car Park, either:
 - (a) pay the applicable Licence Fee, in which case the entry and exit will be treated as use under the Licence; or
 - (b) pay the applicable casual parking fee in accordance with the Car Park Terms and Conditions.
- 5.8.1. If neither the Licence Fee nor the applicable casual parking fee is paid prior to exit, the Customer will not be granted vehicular exit from the car park, or after-hours lift re-entry outside Standard Operating Hours.
- 5.9. CCC does not provide credit or deferred payment facilities under this Agreement unless expressly agreed in writing by CCC.
- 5.10. If the applicable Licence Fee or any other applicable charge for the Current Month is not successfully received, the Licence will be inactive for that period.
 - 5.10.1. While the Licence is inactive due to non-payment:
 - (a) the Customer will be treated by the system as a casual parker for the purposes of access and charging;
 - (b) casual parking rates will apply in accordance with the Car Park Terms and Conditions; and
 - (c) access rights ordinarily associated with the Licence will not apply, including (without limitation) vehicular access outside Standard Operating Hours for Level 1 accounts.
 - 5.10.2. Payment of casual parking fees does not remove or reduce the Customer's obligation to pay the applicable Licence Fee under this Agreement. All terms and conditions of this Agreement continue to apply while the Licence is inactive.
 - 5.10.3. There is no fixed deadline by which payment of the Licence Fee must be made. The Licence will remain inactive until the applicable Licence Fee for the Current Month is received.
 - 5.10.4. A late payment of the Licence Fee does not alter or reset the Term of the Agreement or any future payment periods applicable under this Agreement.
 - 5.10.5. Where automatic renewal is set up, CCC will attempt to automatically process payment of the applicable Licence Fee in advance of, or during, the Current Month in accordance with CCC's payment systems and processes;
 - (a) approximately two (2) hours prior to the commencement of the relevant Current Month; or
 - (b) immediately, if the Current Month has already commenced at the time the Licence is created or reactivated.
 - 5.10.6. Where automatic renewal is not set up, the Customer bears sole responsibility for ensuring that all Licence Fees are paid in advance and on time in accordance with this Agreement. The Customer acknowledges and agrees that any failure to do so may result in the Licence being inactive, the Customer being treated as a casual parker, the application of casual parking fees, disruptions to access or exit, re-entry issues, and the requirement for manual account intervention by CCC. CCC will not be liable for any loss, inconvenience, or cost arising from these consequences.
- 5.11. CCC may, at its sole and absolute discretion, suspend a Customer's access to the Car Park or terminate this Agreement if the Customer has misused its Licence or otherwise breached this Agreement. Misuse includes

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unauthorised sharing of Number Plates, sharing of E-Tickets (QR codes), repeated failed access attempts, or use inconsistent with this Agreement.

- 5.12. Where the Licence has been inactive due to non-payment under clause 5.10, reinstatement of the Licence and any associated access rights may occur only once the applicable Licence Fee for the relevant Current Month/s has been successfully paid, and any reinstatement is at CCC's sole discretion.
- 5.13. The Customer acknowledges and agrees that the Licence Fee may be varied by CCC during the Term or on renewal, in which case the Customer agrees to pay the varied Licence Fee unless it exercises **its** right to terminate in accordance with this Agreement.
- 5.14. The Customer agrees to pay any other fees and charges during the Term (if applicable) as determined by CCC and as included in CCC's Schedule of Fees and Charges available at www.centralcoast.nsw.gov.au.
- 5.15. No licence fees or 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 weekend, public holiday, or for a Special Event. For the avoidance of doubt, on such days the Customer is not entitled to use or occupy a reserved or allocated Car Park Space and parking is subject to general availability and casual or Special Event parking rates.

6. Access Cards

- 6.1. From 23 March 2026, access cards are no longer valid and must not be used to access the Car Park. CCC will not issue, replace, support or accept access cards for any purpose. The Customer must dispose of any existing access cards in accordance with disposal instructions published by CCC. CCC is not responsible for any inability to access the Car Park arising from attempted use of an access card after 23 March 2026.

7. Automatic Number Plate Recognition (ANPR) Access

- 7.1. Access to the Car Park under this Agreement is managed exclusively through Automatic Number Plate Recognition (ANPR) technology, supported by E-Ticket (QR code) access where issued by CCC. Only Vehicles with approved and correctly registered Number Plates are authorised to enter and exit the Car Park under this Agreement.
- 7.2. Upon acceptance of this Agreement, the Customer must nominate one or more Vehicle Number Plates approved by CCC for use of the Car Park under this licence.
- 7.3. CCC will configure the approved Number Plate(s) within its ANPR system to permit Vehicle entry to and exit from the Car Park in accordance with this Agreement.
- 7.4. The Customer is responsible for ensuring that all Vehicle details, including Number Plates, provided to CCC are accurate, complete and kept up to date at all times. CCC is not responsible for access issues arising from incorrect, incomplete or outdated Vehicle information supplied by the Customer.
- 7.5. Vehicles must be identified by the ANPR system upon entry to and exit from the Car Park in order to activate boom gates and validate authorised access. The Car Park operates as a cashless and ticketless facility.
- 7.6. Customers with Level 1 access are permitted 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. For the avoidance of doubt, no reserved or allocated Parking Space applies on weekends, public holidays, or Special Event days.
- 7.7. Customers with Level 2–5 access are permitted vehicle entry to the Car Park during Standard Operating Hours only, parking in any available non-reserved space on Levels 2–5 on Business Days. No reserved or priority parking applies on weekends, public holidays, or Special Event days.

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- 7.8. Approved Number Plates may be used to access the Car Park during Special Events, subject to any Special Event Parking Fee payable.
- 7.9. Use of a Number Plate under this Agreement is personal to the Customer and must not be transferred, shared, or used by any other person or vehicle not approved by CCC.
- 7.10. If a vehicle is not recognised by the ANPR system, access may be refused, restricted or treated as unauthorised parking, and enforcement action may be taken in accordance with this Agreement and applicable laws. The Customer must contact CCC to resolve access issues and must not attempt to bypass, interfere with or otherwise circumvent access systems.
- 7.11. The Customer must notify CCC promptly of any change to Vehicle details or Number Plates. CCC may charge an administrative fee for changes to ANPR records in accordance with the adopted Fees and Charges.
- 7.12. Where the Customer is authorised to use parking spaces on Levels 4 or 5, the Vehicle must comply with all operational requirements applicable to those levels, including ANPR detection points and traffic controls.
- 7.13. CCC may suspend or deactivate one or more Number Plates in the circumstances set out in this Agreement, including non-payment, misuse, or breach of this Agreement.

8. Closure and Termination

- 8.1. CCC reserves the right to review and amend operating hours and to close the Car Park for any reason without notice to the Customer, including (without limitation) during shutdown periods, for maintenance, operational requirements, safety reasons, or where required by law, and where reasonably practicable, without notice.
- 8.2. The parties agree that no refunds or credits for any Licence Fee paid in respect of any day on which the Car Park is closed are payable by CCC.
- 8.3. This Agreement may be terminated as follows:
 - 8.3.1. by the Customer at any time by giving written notice to CCC requesting cancellation of the Agreement;
 - 8.3.1.1. where the Customer has access to CCC's customer portal, the Customer must also initiate cancellation using the "Cancel Permanent Account" function in the portal, following the provision of written notice to CCC;
 - 8.3.2. by CCC on seven (7) days' notice in writing to the Customer for any reason;
 - 8.3.3. by CCC immediately where the Customer has breached this Agreement, in the circumstances set out in clause 5.10.2 (non-payment), or where CCC reasonably considers immediate action is required to prevent misuse, fraud, or safety risks.
- 8.4. Where termination is initiated by the Customer:
 - 8.4.1. termination may occur at any time during a period for which the Licence Fee has already been paid;
 - 8.4.2. subject to this Agreement and provided the Customer is not in breach, the Customer may continue to use the Car Park Space until the end of the period for which the Licence Fee has already been paid, after which access will be removed;
 - 8.4.3. no refund, credit, or pro-rata adjustment will be provided for any unused portion of a paid Licence Fee;
 - 8.4.4. if the Customer fails to both give written notice of cancellation to CCC and cancel the Permanent Account using the "Cancel Permanent Account" function in the customer portal (where available) before the next Licence Fee becomes due, the full Licence Fee for the next billing period remains payable, regardless of whether the subscription is later cancelled through the portal; and
 - 8.4.5. CCC is under no obligation to waive, reduce, or refund any Licence Fee.

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- 8.5. On termination of this Agreement, CCC will deactivate the Customer's approved Number Plate(s) and any E-Ticket (QR code) access issued for the account (where applicable). The Customer must immediately cease using the Car Park Space and pay all outstanding fees and charges.
 - 8.5.1. For the avoidance of doubt, any notice period, delay in cancellation processing, or delay in system deactivation does not constitute a grace period, does not permit use of the Car Park without payment beyond the paid period, and does not create any credit or debt arrangement.
- 8.6. 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.

9. Entire Agreement

- 9.1. These Licence Terms and Conditions replace and supersede, in full, all previous terms and conditions, agreements, policies or arrangements (whether written, oral or implied) relating to permanent parking at the Car Park, including any terms or arrangements relating to access cards or card-based access systems.
- 9.2. 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.
- 9.3. CCC reserves the right to amend this Agreement at any time during the Term. Notice of any such amendments will be provided in writing.
- 9.4. 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:
 - 9.4.1. the Licence Terms and Conditions;
 - 9.4.2. the Car Park Terms and Conditions; and
 - 9.4.3. the Application.

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