

APPLICATION / AGREEMENT FOR PERMANENT PARKING

I/We hereby make an application forpermanent parking space/s for use at the Hotel InterContinental Sydney Car Park, subject to the following conditions:

1. A rental payment of \$..... per calendar month per space (inclusive of GST and State Govt. Parking Levy) is payable in advance (*ie.* payments are due on the 1st of each month).
2. All cars will be valet parked by Enacon Parking employees.
3. The term of this agreement is a minimum of 3 months, and will continue thereafter for one (1) month periods until terminated by either party giving not less than one (1) calendar months' written notice.
4. The holder of a paid parking space will be entitled to access the car park 24hours a day, 7 days per week. The car park will be secured between midnight and 6am; however access during these hours may be arranged through the night Bell person located on the ground floor.
5. Payment for a parking space may be made by cash, credit card or cheque to the Cashier's office in the car park. If payment is sent by mail, it is the Customers' responsibility to ensure that it is received before the due date. Direct debit payments can be organised for your convenience.
6. No pro-rata refunds will be made by the Company in the event of cancellation prior to the end of any month, any holidays or other leave or absence taken by applicant or in the event of the Parking Station being closed on a normal business day due to industrial stoppages, power failures or breakdown of equipment.
7. A valid proximity card must be produced when entering and leaving the Parking Station, otherwise a casual parking fee will be charged. All lost proximity cards must be reported **immediately** to the Car Park Manager who may make arrangements for the issue of a new proximity card. A replacement fee of \$20.00 will apply. The Company reserves the right to cancel any proximity card at anytime.
8. The submission of the application does not necessarily bind the Company to provide a parking space/s to the applicant in conformity with the number of spaces requested on this form.
9. The company reserves the right to increase parking fees at its discretion, where at least one (1) calendar month's written notice will be given to the owner of the parking space.
10. The license granted on the issue of the application is on the basis that all vehicles are parked at the owners' risk and no liability is accepted for damage to person or property. The acceptance of vehicles for parking is subject to the **conditions of parking printed overleaf.**

SURNAME: _____ **FIRST NAME:** _____

COMPANY NAME: _____

ADDRESS: _____

POSTCODE: _____

TELEPHONE: (B) _____ **TELEPHONE: (H)** _____

I acknowledge that I have read, and am fully aware of and accept these conditions and the conditions of parking as set out overleaf.

SIGNATURE OF APPLICANT _____ **DATE:** _____

**SIGNATURE OF ENACON PARKING
MANAGER / SUPERVISOR** _____ **DATE:** _____

CONDITIONS OF PARKING

1. The authority granted on the issue of a parking space is a **licence** revocable by the Company for any reason at any time without notice.
2. THE COMPANY ACCEPTS NO RESPONSIBILITY NOT WITHSTANDING ANY NEGLIGENCE ON ITS PART FOR THE LOSS OF OR DAMAGE TO ANY VEHICLE, ITS ACCESSORIES OR ANY GOODS OR ARTICLES LEFT THEREIN, HOWEVER SUCH LOSS OR DAMAGE MAY BE CAUSED. VEHICLES, ACCESSORIES, AND CONTENTS ARE LEFT AT THE CUSTOMERS' RISK AND COMPANY EMPLOYEES HAVE NO AUTHORITY TO ACCEPT SUCH RESPONSIBILITY BY THEM FOR SAFE CUSTODY.
3. THE COMPANY MAY DELIVER THE VEHICLE TO ANY PERSON PRODUCING, OFFERING EVIDENCE OF OWNERSHIP OR AUTHORITY OR ENTITLEMENT TO RECEIVE THE VEHICLE AS THE PROPRIETOR MAY DEEM SATISFACTORY. THE COMPANY MAY RETAIN THE VEHICLE UNTIL SO SATISFIED.
4. The parking space holder acknowledges that he/she is personally liable for the fee for parking and that the Company may restrain the departure of a vehicle until the fee in respect of it has been paid and that no action of any nature shall be against the Company in respect of such restraint or any injury, damage or loss resulting from such restraint.
5. **NO VARIATION OF THESE TERMS AND CONDITIONS SHALL BIND THE COMPANY UNLESS MADE IN WRITING AND SIGNED BY ITS MANAGER.**
6. This car park, situated within the precinct of the Hotel InterContinental, 117 Macquarie Street Sydney NSW 2000, is operated by Enacon Parking Pty Limited, herein called the Company.
7. **Privacy of your personal information** We are committed to handling your personal information in accordance with the Privacy Act 1988 (Cth) as amended, and the National Privacy Principles under the Privacy Act 1988 (Cth).