

**CATHEDRAL STREET CAR PARK
APPLICATION FOR PARKING DEBIT CARD**

I/We hereby make an application for Parking Debit Card/s for use at the Cathedral Street Car Park, subject to the following conditions:

1. The card will only be maintained active and allow entry into the Cathedral Street Car Park for so long as the card holder maintains a credit balance on the card.
2. The holder of a valid proximity card will be entitled to park within the Cathedral Street Car Park at anytime, during operation hours.
3. The parking fee for each entry will be calculated as:-
 \$4.00 for each of the first 5 hours of occupation
 \$5.00 for each hour thereafter. (to \$30 MAX. – as @ July 2009)

The maximum fee on Saturday/Sundays and Public Holidays will not exceed \$10.00 per occupation.

The Company reserves the right to change this fee structure after giving at least one calendar month's notice in writing to the proximity card holder.

4. **“Top-up”** payments can only be made at the Car Park Office. **“Top up”** payments to the debit card are to the original amount of credit on the card. (i.e. \$200).
5. A Monthly Statement of Transaction (Entry/Exit Dates and Times) can be issued upon request at a fee of \$3.00 per month.
6. 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 will apply of \$20.00.
7. Removal of vehicle and access to vehicle outside the operational hours displayed at the entry point will not be permitted. The operational hours will be strictly adhered to.
8. The submission of this application does not bind the Company to reserve permanent parking space for the applicant. The Company reserves the right to cancel any proximity card at anytime.
9. The license granted on the issue of the proximity card is on the basis that all vehicles are parked at owner's risk and no liability is accepted for damage to person/s 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)** _____

CARD AMOUNT: \$ _____

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:** _____

WITNESS TO SIGNATURE APPLICANT _____

CONDITIONS OF PARKING

1. The authority granted on the issue of a proximity card is a **license** revocable by the Company for any reason at any time without notice.
2. THE PREMISES ARE USED AND A VEHICLE IS PARKED ENTIRELY AT THE RISK OF THE OWNER OR OTHER AUTHORISED PERSON.
3. THE COMPANY SHALL NOT BE LIABLE FOR THE LOSS OF, THE UNAUTHORISED REMOVAL OF, OR ANY DAMAGE TO ANY VEHICLE OR ANYTHING IN, UPON OR ATTACHED TO ANY VEHICLE OR ANYTHING IN, UPON OR ATTACHED TO ANY VEHICLE IN WHATEVER MANNER OCCURRING **AND NO MATTER WHETHER IT IS CAUSED OR TAKES PLACE OWING TO THE NEGLIGENCE OF THE COMPANY ITS EMPLOYEES OR AGENTS** AND THE COMPANY SHALL NOT BE LIABLE IN RESPECT OF ANY EXERCISE WHETHER NEGLIGENT OR OTHERWISE OF ITS RIGHTS UNDER THESE CONDITIONS.
4. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO ANY PERSON USING THE PREMISES **NO MATTER WHETHER SUCH DAMAGE OR INJURY IS CAUSED OR TAKES PLACE OWING TO THE NEGLIGENCE OF THE COMPANY ITS EMPLOYEES OR AGENTS OR IN ANY OTHER MANNER** AND THE COMPANY SHALL NOT BE LIABLE IN RESPECT OF ANY EXERCISE WHETHER NEGLIGENT OR OTHERWISE OF ITS RIGHTS UNDER THESE CONDITIONS.
5. The proximity card holder acknowledges that:
 - (a) the Company does not warrant that, the authority hereby given is capable of being exercised and
 - (b) he/she is aware that employees of the Company have no authority to accept custody of any vehicle or goods;
 - (c) the Company may permit the exit of any person in charge of or driving a motor vehicle **and** although the proximity card must be produced when the vehicle is being removed from the car park the Company does not undertake that the vehicle will not be removed without the proximity card being presented.
6. The proximity card 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.
7. **NO VARIATION OF THESE TERMS AND CONDITIONS SHALL BIND THE COMPANY UNLESS MADE IN WRITING AND SIGNED BY ITS MANAGER.**
8. This car park is operated by Enacon Parking Pty Limited herein called the Company.
9. 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).

ADDITIONAL INFORMATION FOR PROXIMITY CARD HOLDERS

- A. **For the security of your vehicle, please do not leave proximity card or any valuables on display in the interior of your car.**