

Application for licence to use Gosford City Car Park



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:

Name		Surname	
Company/Organisation			
Address			
Phone (1)		Phone (2)	
Email			

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.



Wyong: 2 Hely St / PO Box 20 Wyong 2259 **P:** 02 4350 5555
Gosford: 40 Mann St / PO Box 21 Gosford 2250 **P:** 02 4325 8222
E: ask@centralcoast.nsw.gov.au **W:** centralcoast.nsw.gov.au
Parking Station Email: ParkingStationStaff@centralcoast.nsw.gov.au

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- 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**").
- By signing this application form, you declare that you have read, and agree to, the Conditions.
- 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.

Executed by the applicant for a monthly licence to use the Gosford City Car Park, as an individual, or pursuant to:)) (Signature)
Witness Signature: (Print Name)
Witness Name: Current Access Card Number

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 2019
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 ECM Added to Entervo Added to Banking

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"A"

Licence Terms and Conditions

1. Definitions and Interpretation

In these conditions:

- 1.1. **Access Card** means any form of access card, parking ticket or identification device issued by CCC to enable the Customer to access the Car Park for the purposes of parking a Vehicle.
- 1.2. **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.
- 1.3. **Application** means the application submitted by the Customer for a licence to use the Car Park.
- 1.4. **Business Day** means any Monday, Tuesday, Wednesday, Thursday or Friday that is not classified as a public holiday in New South Wales.
- 1.5. **Car Park** means the Gosford City Car Park located at 1 Baker Street, Gosford, NSW, 2250.
- 1.6. **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.
- 1.7. **Car Park Level** means a level in the Car Park.
- 1.8. **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.
- 1.9. **CCC** means Central Coast Council.
- 1.10. **Commencement Date** means the date the Access Card(s) is issued by CCC to the Customer unless otherwise specified in the Application.
- 1.11. **Customer** means the person, or organisation that has submitted the Application.
- 1.12. **End Date** means 30 June 2019.

1.13. **Licence** means the licence granted by CCC to the Customer in accordance with cl.3 of the Licence Terms and Conditions.

1.14. **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.

1.15. **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.

1.16. **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.

1.17. **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.

1.18. **Term** means the term of the Agreement, as provided in cl.2 of the Licence Terms and Conditions.

1.19. **Validated Casual Ticket** means a daily ticket that has been processed by CCC to allow use of the Car Park without payment.

1.20. **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.

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- 3.2. The Car Park Space 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 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.
 - 4.3. CCC may suspend the use of the Car Park Space by the Customer, should payment of the Licence Fee not be made by the fifth Business Day 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.
 - 4.4. If the Customer fails to pay the Licence Fee for a period of three concurrent months or more, CCC may at its sole and absolute discretion terminate this Agreement.
 - 4.5. The Customer agrees to pay any other fees and charges, during the Term, if applicable, such fees and charges to be determined in accordance with CCC's adopted fees and charges for the Car Park (such fees and charges which are included in CCC's Schedule of Fees and Charges available on CCC's website at www.centralcoast.nsw.gov.au).
- 4.6. Despite cl. 4.5, 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, to the Customer within 21 days of the End Date, provided:
 - 5.3.1. There are no outstanding fees or charges payable by the Customer under the Agreement;
 - 5.3.2. The Access Card is returned in working order; and
 - 5.3.3. The Access Card has not been lost or damaged.
 - 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. The Access Card is to be used by the Customer only and is not transferable.
 - 5.7. If the Customer does not use an Access Card at the time entering or exiting the Car Park, the Customer agrees to 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. 1.19).
 - 5.8. If a replacement Access Card is required during the Term, the Customer agrees to pay any replacement fee.

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- 5.9. If the Licence is for the use of a Car Park Space on levels 4 or 5, the Access Card must be used at the ticket machine on level 4 of the Car Park to access level 4 or 5.
- 5.10. The Customer acknowledges that the Access Card may be suspended by CCC, in the circumstances set out at cl. 4.4.
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. 4.4.
 - 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. If you lose your parking ticket, the maximum daily fee is payable. If you leave the vehicle in the car park overnight, the overnight fee is payable.
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. 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.
13. **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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