

CAR PARKING PERMIT APPLICATION 2011

(REQUEST FORM - INDIVIDUALS)

This Agreement is made between the Parramatta Stadium Trust (PST) and the Permit Holder (named below):

Permit Holder: (Surname) (First Name)			
Hire Period:		Hire Charge: (OFFICE USE)	\$
Postal Address:		Postcode:	
Street Address:		Postcode:	
Phone Number:		Fax Number:	Mobile Number:
Email Address:			
Permit Expiry Date:			
Preferred Method of Payment:	<input type="checkbox"/> EFT	<input type="checkbox"/> Credit Card	
(Please Complete attached direct debit request or credit card authorization form as applicable)			

I hereby apply for a Car Parking Permit and declare that I have read and understood the *Conditions of Hire – Car Parking Permit* attached hereto and agree to be bound by them.

Declared by:

.....
(Name)

.....
(Signature)

.....
(Witness)

Date:

PLEASE COMPLETE THE CAR PARKING PERMIT APPLICATION - 2011 AND RETURN TO:

ATTENTION: EVENTS AND ADMINISTRATION MANAGER
PARRAMATA STADIUM TRUST
PO BOX 2471
NORTH PARRAMATTA NSW 1750

OR FAX TO: (02) 9890 3345

OR EMAIL TO: info@parramattastadium.com.au



PARRAMATTA STADIUM TRUST
O'Connell Street, Parramatta NSW 2150 • PO Box 2471 North Parramatta NSW 1750
• Phone (02) 9683 5755 • Fax (02) 9890 3345 • Email: info@parramattastadium.com.au

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(REQUEST FORM - INDIVIDUALS)

PARKING PERMIT CONDITIONS OPERATIVE PROVISIONS

It is Agreed

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In these conditions, unless otherwise indicated:

"Agreement" means this agreement between PST and the Permit Holder comprising the Car Parking Permit Application and the Parking Permit Conditions.

"Car Park" means the Car Park situated in the public Car Parking area on the PST Land as designated from time to time by PST;

"Car Parking Permit Application" means the completed application form attached hereto.

"GST" has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (C'wealth).

"Hire Charge" means the sum payable in accordance with clause 3.1 as specified in the Car Parking Permit Application;

"Hire Period" means the period specified in the Car Parking Permit Application;

"Minister" means a minister of the Crown having authority under the *Parramatta Stadium Trust Act 1988*

"Motor vehicle" means a car or motor cycle.

"Parking Permit" means the permit issued by PST to the Permit Holder permitting the Permit Holder to park a motor vehicle in the Car Park.

"Parking Permit Conditions" means these conditions.

"Permit Holder" means the holder of a permit issued under this Car Parking Permit Application - 2008 being the Permit Holder identified on the cover page to this agreement;

"PST" means the Parramatta Stadium Trust and its assigns and successors and where appropriate its employee's and agents;

"PST Land" means the land comprised of lots 951-965 in the plan filed in the office of the Registrar-General as Deposited Plan 42643

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

headings and underlines are for convenience only and do not affect the interpretation of this Agreement;

words importing the singular include the plural and vice versa;

words importing a gender include any gender;

an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

a reference to any thing includes a part of that thing;

a reference to a part, clause, party, schedule or annexure is a reference to a part, clause, party, schedule or annexure to this Agreement;

a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued after that statute;

a reference to a document or an agreement includes an amendment or supplement to, or replacement or novation of that document or agreement;

a reference to a party to this Agreement in any other document or agreement includes that party's permitted successors and permitted assigns;

where the day on which any thing is to be done is not a business day, that thing must be done on the next business day;

no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;

a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;

a covenant, an agreement or acknowledgment on the part of, or in favour of, two or more persons, binds them or ensures to their benefit jointly and severally.

2. PARKING PERMIT

PST will grant a Parking Permit to the Permit Holder for the duration of the Hire Period on the terms and conditions set out hereunder and upon receipt of a duly completed Car Parking Permit Application and payment of the Hire Charge by the Permit Holder to PST.

3. Fees and Charges

- 3.1. Upon confirmation of the availability of a Car Park Space, the Permit Holder will be issued with a Tax invoice for the Hire Charge, which will be payable within fourteen (14) days of the date of the invoice.
- 3.2. Payment of the Hire Charge is required by electronic funds transfer (EFT) or Credit Card (Visa or MasterCard only) and is non-refundable.
- 3.3. A Parking Permit will not be issued until payment of the Hire Charge is received in full by PST.
- 3.4. The Parking Permit will be issued approximately seven (7) days after receipt of payment of the Hire Charge in full.

4. Use

- 4.1. Permit Holder's must not use the Car Park for any purpose other than for the parking of a motor vehicle.

5. TERMINATION AND CANCELLATION

- 5.1. Cancellation by Permit Holder.
 - a) The Permit Holder may at any time on giving written notice to PST cancel the Parking Permit.
 - b) The Permit Holder will not be entitled to a refund of the Hire Charge.

5.2. Cancellation by PST

- a) PST may cancel the Parking Permit at its discretion at any time without prior notice if:
 - i) the Car Park and any access to the Car Park is rendered unfit for use due to circumstances beyond PST's control; or
 - ii) Where the Minister so directs; or
 - iii) Where the Permit Holder is in default of any provision of the Parking Permit Conditions.
- b) PST may cancel the Parking Permit at its discretion at any time with one month's prior notice to the Permit Holder.
- c) Where PST cancels the Parking Permit for reasons other than those set down in clause 4.2 (a) (iii) PST will refund the Hire Charge on a proportional basis.
- d) The Permit Holder will not be entitled to a refund of the Hire Charge where PST cancels the Parking Permit for reasons specified in clause 4.2 (a)(iii)
- e) PST will not be liable to the Permit Holder or any other party for any loss or damage arising out of the cancellation of the Parking Permit and the Permit Holder expressly indemnifies PST in this regard.
- f) A Permit Holder may be held to be in default of the Parking Permit Conditions where:
 - i) The Permit Holder causes loss, damage or injury to PST Land or any other person or property while on PST Land;
 - ii) The Permit Holder fails to comply with any direction given by PST in relation to the Permit Holder's Access to PST Land; and
 - iii) Where the Permit Holder breaches any provision of the Parramatta Stadium Trust By-law 2005.

6. LOST OR STOLEN PERMITS

- 6.1. In the event of a Parking Permit being lost or stolen, the Permit Holder may apply for a replacement of the Parking Permit.
- 6.2. Any decision to issue a replacement of a Parking Permit is made at the sole discretion of PST.
- 6.3. Requests for a replacement of a Parking Permit must be in writing and will incur an administration fee in the amount of \$55.

7. RELEASE & INDEMNITY

- 7.1. The Permit Holder agrees to indemnify PST:
 - a) for any loss or damage to PST Land or property belonging to the PST arising out of the Permit Holder's use thereof;
 - b) against all actions, suits, claims or demands for any personal injury, death or loss of or damage to any property or any person arising out of or as a consequence of the Permit Holder's use of PST Land other than any loss or damage directly attributable to or caused by the negligence of PST.
- 7.2. The Permit Holder agrees to release PST, to the extent permitted at law, from and against all actions, suits, claims or demands or liability for any personal injury, death or loss of or damage to any property that may be sustained by the Permit Holder arising out of or as a consequence of the Permit Holder's use of PST Land.

8. GST

If GST or similar value added tax is imposed on any supply made under or in accordance with this Agreement, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other thing required under any legislation) in the form required, and in the time provided for, by the relevant legislation.

9. GENERAL

- 9.1. PST Car Park hours of operation on non-event days are 0400-1900.
- 9.2. PST reserves the right to close the Car Park to all permit holders (and general public) on major event days.
- 9.3. All proposed Car Park closures due to major events will be communicated in writing to permit holders in advance.
- 9.4. Without limiting the generality of the foregoing, it is a condition of issue that any Parking Permit or part thereof may not be resold, on sold, sublet or rehired, nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services, without the prior written consent and approval of PST. Any breach of this clause will result in the immediate cancellation of the Parking Permit.
- 9.5. The Permit Holder acknowledges that PST is entitled, without incurring any liability whatsoever, to refuse admission or cause to be removed from the PST Land, any person guilty of misconduct or committing any breach of the Parramatta Stadium Trust by-law 2005 or for any behaviour the PST considers in its absolute discretion to be unsatisfactory.
- 9.6. By completing the Car Parking Permit Application the Permit Holder grants PST permission to provide the Permit Holder with information about PST events and activities. Should the Permit Holder not wish to receive further information, the Permit Holder is required to advise PST in writing of that request.
- 9.7. Access to Trust Land is at the Permit Holder's own risk and PST accepts no responsibility for the safety or security of any Motor Vehicle parked on Trust Land or personal possession and the Permit Holder agrees to release and indemnify PST against any claim for theft, loss or damage in relation thereto.

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