



OFF-STREET CAR PARKING AGREEMENT

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THIS AGREEMENT is made the _____ day of _____ 2022

BETWEEN: CITY OF DARWIN whose registered office is situated at Civic Centre, Harry Chan Avenue, Darwin in the Northern Territory (hereinafter called "CoD") and

_____ (hereinafter called "the Applicant")

Of Residential Address _____

Postal Address _____

Telephone No. _____ B/H _____ A/H _____

Email Address: _____ Contact Name _____

(A) This Permit entitles the Applicant to park the vehicle/s at _____ Car Park (hereinafter called "Car Park")

Between the hours of 8.00am – 5.00pm Monday – Friday
(West Lane and Chinatown Car Parks have 24/7 access)

(B) Description of above-mentioned vehicle/s: 1. Rego No _____
2. Rego No _____

1. Make _____ Model _____ Colour _____

2. Make _____ Model _____ Colour _____

OFFICE USE ONLY

1. Fee (payable yearly in advance) \$ _____ Rec. _____

2. Period of Rental: From _____ To _____ or until termination.

3. Identification Card Number (if any) _____

4. Parking Bay / Floor Number (if any) _____

5. Parking Permit Number _____

6. Account Number _____/28 NAR Number _____

7. Special Conditions _____

8. Cancellation Date _____

TERMS AND CONDITIONS

1. CoD shall issue to the Applicant on the execution of this Agreement a Parking Permit/s and Identification Card/s (if any) equal to the number of parking bays specified and may in its absolute discretion vary the form from time to time.
2. It is an essential term of this Agreement that the Applicant must at all times display a valid Parking Permit/s, on the front windscreen, in a manner clearly visible from the outside of the vehicle in the Car Park and:
 - (a) If the Applicant breaches this requirement CoD may immediately terminate this Agreement without notice to the Applicant; and
 - (b) CoD may proceed to issue an on-the-spot infringement notice to the Applicant pursuant to Northern Territory Traffic Regulations.
3. CoD shall not be obligated to provide a designated parking bay or parking level in the Car Park to the Applicant and may change any designated parking bay or parking level in its absolute discretion.
4. The Applicant must park the vehicles only in such Parking Bay / Floor Number set out or such other Parking Space as are from time to time nominated by CoD in its complete discretion.
5. CoD shall not be obligated to remove any vehicles occupying a designated parking bay provided to the Applicant but will use its reasonable endeavours to provide an alternative car park (in another location or place in its absolute discretion) to the Applicant.
6. CoD may but shall not be obligated to:
 - (a) provide access; or
 - (b) restrict accessto the Car Park for set periods during the day or night.
7. CoD is not liable for any claim, cause of action or demand in connection with the Applicant not having access to the Car Park for any reason whatsoever but will use its reasonable endeavours to provide an alternative car park to the Applicant (in another location or place in its absolute discretion) to the Applicant.
8. The Applicant shall, procure any occupants of the vehicle to comply with all direction and regulations given or made from time to time by CoD with respect to the parking of vehicle/s within the Car Park.
9. The Applicant acknowledges and declares that any vehicle parked pursuant hereto and any chattels in or upon or affixed thereto are not placed in the custody or control of CoD and that the CoD will not in any circumstances be liable for any loss or damage of any nature and however occasioned which may be suffered by the Applicant or any other person arising from or contributed to by the parking of the vehicle/s pursuant to this Agreement.
10. No modification or variation of the terms or conditions hereof shall be made unless evidenced in writing signed by the Applicant and by CoD.
11. The Applicant acknowledges that no representations have been made to the Applicant by CoD with respect to the terms and conditions herein and that the Applicant has not entered into any contract or collateral warranty with respect to parking any vehicle in the Car Park on the basis of terms additional to or in conflict with the foregoing terms and conditions as may be recorded by a document signed by or on behalf of CoD.
12. Should the Applicant fail to comply with this agreement, CoD has the right to terminate this Car Parking Agreement.
13. Should the Applicant wish to vacate prior to agreement terms, the annual rate charged will be used to calculate days used and the remainder will be refunded.
14. The Applicant must abide by the Northern Territory Traffic Regulations.
15. This Agreement is not transferable and may be terminated by CoD on notice to the Applicant at any time.
16. To the fullest extent permitted by law CoD makes no warranty or representation of any kind including as to safety, security, availability, fitness for purpose or general condition of the Car Park.
17. The Applicant indemnifies CoD and its officers, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal fees (on as solicitor own client basis) and accounting fees, brought by or on the Applicants behalf for all liability, to the fullest extent permitted by law, as a result of the use of the Car Park by the Applicant or its invitees.

(C) CoD has agreed to grant the said Permit upon the above-mentioned terms and conditions and in respect of the mentioned vehicle/s and the above-named Car Park.

NOW THIS AGREEMENT WITNESSETH that subject to the Terms and Conditions, and Special Conditions (if any). CoD HEREBY GRANTS to the Applicant a Permit to park the vehicle/s at the stated Car Park between those hours set out for a period of one year or part thereof from the commencement date and thereafter from year to year until **7 days notice** in writing of its intention to terminate. The Permit hereby granted is given by CoD to the Applicant and in consideration for the grant of such Permit the Applicant HEREBY UNDERTAKES to pay to CoD the annual fee or such other fees as may be determined by CoD from time to time payable annually in advance the first of such payments to be made on the execution of this agreement and thereafter on the date stipulated on invoice in every year.

NAME _____
Applicant

(Signature)

NAME _____
Authorised Officer on behalf of CITY OF DARWIN

(Signature)

Privacy Statement

The information requested by this form is being collected by Council for the purpose of arranging off-street car parking. Your application will not be able to be processed if you do not provide this information. Your personal information is managed in accordance with Council's privacy policy which is available at www.darwin.nt.gov.au or on request from the Council office (Civic Centre, Harry Chan Avenue). Council may only disclose the information provided by you if required or authorised by law, or in accordance with our privacy policy. You may obtain access to your personal information by submitting an application form available at Council or on Council's website, or by contacting the "Manager, Corporate Information" (08) 89300 300.