

Off-Street Car Parking Permit Agreement

1 July 2023

TERMS AND CONDITIONS

By completing a permit registration and making payment you agree to the following:

1. City of Darwin 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. City of Darwin shall not be obligated to provide a designated parking level in the car park to the Applicant and may change any parking level in its absolute discretion.
3. The Applicant must park the vehicles only in such floor numbers or designated permit areas set out or such other parking space as are from time to time nominated by City of Darwin in its complete discretion.
4. City of Darwin at their discretion may consider allocating designated bays based on the needs of disability/ special requirement upon request.
5. City of Darwin 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. City of Darwin 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. City of Darwin 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 City of Darwin 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 City of Darwin and that the City of Darwin 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 City of Darwin.
11. The applicant acknowledges that no representations have been made to the applicant by City of Darwin 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 City of Darwin.
12. Should the applicant fail to comply with this agreement, City of Darwin has the right to terminate this car parking agreement.
13. Should the applicant fail to renew the permit within 7 days of permit expiry, the allocated reserved parking space will be made available to the public for purchase.
14. 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.
15. The Applicant must abide by the Northern Territory Traffic Regulations.
16. This Agreement is not transferable and may be terminated by City of Darwin on notice to the applicant at any time.
17. To the fullest extent permitted by law City of Darwin makes no warranty or representation of any kind as to safety, security, availability, fitness for purpose or general condition of the Car Park.
18. The Applicant indemnifies City of Darwin 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.
19. City of Darwin 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). City of Darwin hereby grants to the applicant a permit to park the vehicle/s at the stated car park between those hours set out for the nominated period or part thereof from the commencement date and thereafter until renewal is due or cancellation is requested. The permit hereby granted is given by City of Darwin to the applicant and in consideration for the grant of such permit the applicant hereby undertakes to pay to City of Darwin the applicable fees or such other fees as may be determined by City of Darwin from time to time payable in advance upon execution of this agreement and thereafter on the renewal date.

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.

Internal Ref No. 1582498