

Please return completed form by facsimile (03) 9224 0398 or post to:  
 Wilson Parking, Floor 16, The Tower, Melbourne Central,  
 360 Elizabeth Street, Melbourne VIC 3000  
 For more information on EasiPay, call (03) 9224 0301

For office use only
ACCOUNT No. <input style="width: 100px;" type="text"/>

**Platinum Parking Agreement**

**General Terms**

This Agreement is between the following parties:

**Wilson Parking Australia 1992 Pty Ltd** (A.C.N 052 475 911)  
 of  
 Floor 16 - The Tower Melbourne Central  
 360 Elizabeth Street  
 Melbourne VIC 3000  
 Facsimile no: (03) 9224 0398  
 Email Address: wmel@wilsonparking.com.au

**(Company)**

and

Account Name

Address P.O. Box No.  Unit No.  Level

Street Name

Type (ie. St)

Suburb

State  Postcode

Company A.B.N

Driver's License No. (if individual)

**Parker's Contact Name**

Surname

First Name

Telephone No.

Facsimile No.

Email Address

Please state the number of Platinum cards required on this account  
 (\$12.00 + GST fee applies per card)

**(Parker)**

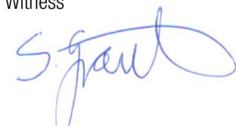
- In consideration of the payment by the Parker of the Parking Fee specified in Schedule 1, the Company grants the Parker the right to park vehicles in the Car Park in accordance with the details specified in Schedule 1 on the Conditions set out below.
- This Agreement will commence on the date specified in Schedule 1 and will continue from month to month until terminated by either party in accordance with the Conditions.
- By signing this Agreement the Parker acknowledges that the Parker is aware of and bound by the Conditions, confirms that the Parker will acquaint each person who will use the Car Park under this Agreement with the Conditions and warrants that each such person will observe the Conditions.

Signed for the Company ("Wilson Parking")



Date: 28 September 2004

Witness



Authorised Signatory for Parker

Date  Month  Year

Witness

**EasiPay Direct Debit & EBill Request (Compulsory Section)**

Easipay Direct Debit or EBill Request is the only method of payment accepted for a Platinum Parking Account.

**EBill**

Please Email my Parking Statement to


**Payment Details** (Please complete one of the following)

**A - Direct Debit**

I/We request that monies due to Wilson Parking under the terms of my Platinum Parking Agreement be drawn under the Direct Debit System from my account

**Account Holder**

Name

Account Type (Please tick appropriate box)  Savings  Cheque

Financial Institution

Branch Name

Account Number

BSB Number

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from Wilson Parking.

**Account Holder's Signature**

  
 Date  Month  Year 

**B - Credit Card**

If you prefer to make payments from your credit card, please complete the following.

Credit Card Number

Name of Card Holder

Expiry Month  Year

**Type of Card** (Please tick appropriate box)

Master Card  Visa  Bankcard  Amex  Diners

I/We acknowledge that this Direct Debit arrangement is governed by the terms of the Client Service Agreement received from Wilson Parking.

**Card Holder's Signature**

  
 Date  Month  Year

## 1 Definitions

In this Agreement:

**1.1 Access Card** means the card issued by the Company to the Parker to enable the Parker to have access to the Car Park;

**1.2 Agreement** means the agreement between the Parker and the Company constituted by the General Terms, the Schedules and these Conditions;

**1.3 Car Park** means any of the Car Parks in Schedule 2 (as amended from time to time) which are located in the Parker's Car Park Territory;

**1.4 Commencement Date** means the commencement date referred to in Schedule 1;

**1.5** includes its successors and assigns;

**1.6 Conditions** means these conditions;

**1.7 Direct Debit Authorisation** means the direct debit authorisation form provided to the Parker by the Company allowing the Company to directly debit the Parker's Account in connection with the Parking Charges and Parking Fees;

**1.8 General Terms** means the General terms to which these Conditions are attached;

**1.9 Parker** means the Parker described in the General Terms;

**1.10 Parker's Account** means the savings, cheque or credit card account nominated by the Parker in the Direct Debit Authorisation Form for the direct debiting by the Company of the Parking Charges and Parking Fees;

**1.11 Parker's Car Park Territory** means the territory specified in Schedule 1;

**1.12 Parking Charge** means the Parking Charge referred to in Schedule 1 for the Usage of the Car Park by the Parker;

**1.13 Parking Fees** means:

(a) the Government Levy;

(b) the Card Fee; and

(c) the Replacement Card Fee (if applicable), referred to in Schedule 1 and includes any other fees that may be payable by the Parker under Condition 3.3;

**1.14 Schedule** means a schedule to the General Terms;

**1.15 Special Rate** means any special rate that applies to the Parker's Parking Charge in Schedule 1;

**1.16 Usage** means the period of time that the Parker parks its vehicle in the Car Park; and

**1.17 User** means each person (apart from the Parker) who uses the Parker's Access Card.

## 2 Interpretation

In this Agreement, unless the context requires otherwise:

**2.1** a reference to the Parker, User or the Company includes the successors and legal personal representative of the Parker, User and the Company (as applicable);

**2.2** a person includes an individual, a corporation, a body corporate and a governmental body;

**2.3** words importing the singular include the plural and the other way around; and

**2.4** legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it.

## 3 Parking Fees & Parking Charges

**3.1** The Parker authorises the Company to directly debit the Parking Charges and any applicable Parking Fees from the Parker's Account each month in respect of the Parker's Usage in the immediately proceeding month.

**3.2** The Parking Charges and Parking Fees are exclusive of GST. The Parker authorises the Company to directly debit any GST payable in respect of the Parking Charges and Parking Fees at the same time as it debits the Parker's Account in respect of the Parking Charges and Parking Fees.

3.3 The Company may vary:

(a) the Parking Charges (where a Special Rate applies) and the Parking Fees (including where applicable introducing new Parking Fees) at any time by giving the Parker 10 days' written notice of the variation. The varied Parking Charge or Parking Fee will apply on the expiration of the 10 days' written notice of variation. Use of the Access Card after the 10 day notice period ends constitutes acceptance of the new Parking Fees or Charges (as applicable); and

(b) the Parking Charges (where a Special Rate does not apply) in accordance with the changes to the casual rate displayed at the Car Park at the time and date of Usage. The varied Parking Charge will apply at the time of entry to the Car Park. Use of the Access Card after the display of the new casual rate at the Car Park constitutes acceptance of the new Parking Charges.

**3.4** The Company must issue, by electronic mail, monthly statements to the Parker indicating the amounts debited from the Parker's Account in the preceding month.

**3.5** Any stamp duty assessed in respect of this Agreement must be paid by the Parker.

**3.6** The Parker is responsible for safe custody of the Access Card and for any Parking Charges incurred as a result of any unauthorised use of the Access Card.

**3.7** If the Parker requests the Company to perform any service not mentioned in this Agreement including the provision of copies of previous monthly statements issued by the Company or doing anything else involving the expenditure of time or money by the Company, through no fault of the Company, the Company may charge the Parker a reasonable fee for the provision of that service and the Parker must pay that fee together with the amount of GST payable in respect of it.

**3.8** Where the Parker is an individual, no more than \$5000 (excluding GST) in Parking Charges may be accrued by the Parker in any one month period. If the \$5000 limit is reached, the parker will be denied access to the Car Park with the Access Card until the earlier of the date on which the Company:

(a) next directly debits the Parking Charges and any applicable Parking Fees from the Parker's Account in accordance with clause 3.1; and

(b) receives payment in cleared funds from the Parker for some or all of the outstanding Parking Charges.

## 4 Denial of Access and removal of Vehicles

**4.1** The Company is entitled to deny the Parker access to the Car Park for any reason at any time.

**4.2** Regardless of any request the Parker may make to the contrary, the Company may remove any vehicle left within this Car Park in contravention of this Agreement.

## 5 Termination

This Agreement may be terminated immediately by either party giving written notice to the other at any time.

## 6 Bay allocation and entry to Car Park

**6.1** Unless otherwise stated in Schedule 1, the Parker will not have exclusive use of any particular parking bay. The Parker acknowledges that entry to the Car Park is not guaranteed and that the Parker's Usage is subject to the availability of parking bay spaces.

**6.2** The Parker must ensure that its vehicle is only to be parked in the marked parking bay spaces or as directed by the Company.

**6.3** The Parker is only entitled to access to the Car Park during normal operating hours as displayed at the Car Park entry.

## 7 Duties of the Parker

The Parker must:

(a) allow the Company access to any part of the Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Company;

(b) observe and conform to all the rules and regulations relating to the use of the Car Park and issued by the Company from time to time;

(c) use the Car Park only during its operating hours or as varied from time to time;

(d) indemnify the Company against any loss or damage it may suffer arising out of the Parker's or User's negligence or breach of this Agreement; and

(e) ensure that the User complies with all of the Parker's obligations under this Agreement as if he or she was the Parker.

## 8 Access Cards

**8.1** Each Access Card is and remains the property of the Company.

**8.2** The Parker will, if not in possession of a valid Access Card when entering or leaving the Car Park or if the \$5000 limit has been reached or will be exceeded because of that Usage, pay, on exiting the Car Park, the applicable ordinary daily parking tariff charged by the Company to persons using the Car Park on a casual basis.

**8.3** The Parker must pay on demand the Replacement Card Fee for any lost or damaged Access Card.

**8.4** The Access Card is not to be used for Early Bird parking or for any other parking which requires validation.

## 9 No Safe Custody

**9.1** No employee, agent or contractor of the Company has authority to accept any goods for safe custody and the Company will not be liable in any case for any loss of or damage to any article alleged to have been left with the Company or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.

**9.2** The Company is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with the Company for safe custody, whether the loss of or damage arises from negligence or any other cause.

## 10 Alteration of Conditions and Car Parks

The Company may vary these Conditions and the Car Parks listed in Schedule 2 by adding, altering or deleting any of them and in that event the new Conditions and new Car Parks (as applicable) will be binding on the Parker on the Company giving the Parker 10 days' notice in writing of the new Conditions and new Car Parks on its website ([www.wilsonparking.com.au/platinumpark](http://www.wilsonparking.com.au/platinumpark)). The varied Conditions and Car Parks will apply on the expiration of the 10 days' written notice of variation. Use of the Card after the 10 day notice period ends constitutes acceptance of the new Conditions.

## 11 Waiver

**11.1** These Conditions may only be varied or waived if the variation or waiver is in writing and signed by one of the Company's directors.

**11.2** No time or other indulgence granted by the Company to the Parker will constitute a waiver of any of its rights under this Agreement or at law and the Company will not be precluded from exercising any such rights against the Parker.

## 12 Relationship

Nothing in this Agreement creates or will be construed as creating any tenancy or conferring any interest on the Parker by way of lease or otherwise in the Car Park or any part of it.

## 13 Customer Vehicle Assistance

If, at the request of the Parker, the Company provides any form of vehicle assistance to the Parker, including but not limited to re-charging the battery of the Parker's vehicle:

(a) the Parker accepts such assistance at the Parker's own risk and cost in all respects; and

(b) if any damage is caused to the Parker's vehicle, the Parker releases and indemnifies the Company from and against any claim, loss or damage, whether occasioned by the Company's negligence or otherwise, which the Parker may otherwise have against the Company in respect of that claim, loss or damage.

## 14 Conditions of entry and limitation of liability

**14.1** The Conditions of Entry and Limitation of Liability displayed at the entrance to and throughout the Car Park are incorporated in this Agreement and apply to this Agreement as if they were set out in full.

**14.2** In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.

## 15 Notices

**15.1** Any notice, approval, consent or other communication in relation to this agreement must be in writing and delivered by hand or sent by prepaid post, or facsimile or electronic mail to the other party's address as set out in the General Terms.

**15.2** A notice is taken as given by the sender and received by the intended recipient:

(a) if posted, 3 Business Days after posting;

(b) if faxed, on completion of transmission; and

(c) if sent by electronic mail, when delivered to the relevant address, unless the sender receives a report of delivery failure or the addressee informs the sender that the notice is illegible, or incomplete or corrupted within 4 hours of it being transmitted, but if delivery or receipt is on a day which is not a Business Day or is after 5.00 pm at the place of delivery or receipt, it is taken as given at 9.00 am on the next Business Day.

## Schedule 1

**Parker's Car Park Territory :** Melbourne CBD

**Commencement Date for Parking:**

**Parking Charge:** The Special Rate (as set out in this Schedule 1 or if the Special Rate does not apply, the casual rate as displayed at the Car Park applicable at the time and date of Usage)

**Special Rate:** Not Applicable

**Government Levy (if applicable):** Not Applicable

**Access Card Fee:** \$12 (plus GST) for each card

**Replacement Card Fee:** \$12 (plus GST) payable if the Access Card is lost or stolen

## Schedule 2 - Car Parks

Code	Car Park	Address
24	Cobb & Co	380 Lonsdale Street
28	Collins Place	72 Flinders Lane
42	Scots Church	181 Little Collins Street
47		90 Victoria Parade East Melbourne
52	Grand Hyatt	Corner of Flinders Lane & Russell Street
81		600 St Kilda Road
85	Mid City	179 Little Bourke Street
88	Optus House	367 Collins Street (entry via Flinders Lane)
99	Olderfleet	448 Flinders Lane
101	AXA Building	416 Flinders Lane
102	Marland House	570 Bourke Street
106	KPMG	161 Collins Street (entry via Flinders Lane)
117	Eye & Ear Hospital	410 Albert Street East Melbourne
126	SEC Building	452 Flinders Street (entry via 453-471 Flinders Lane)
132	Convention Centre	Corner Flinders Street & Siddeley Street
154	Rydges Hotel	186 Exhibition Street
157		69-75 Clarke Street South Melbourne
170		32 Flinders Street (entry via Flinders Street or Flinders Lane)
171		392 Bourke Street (entry via Hardware Lane & exit onto Bourke Street)
187	Galleria	Corner of Elizabeth Street & Little Collins
193	Acland Court	187 Barkly St Kilda
195	Park Hyatt	St Andrews Place East Melbourne
197	Melb Exhibition Centre	Entry via Normanby Road
204		300 Latrobe Street (entry via Latrobe Street or A'Beckett Street)
209		200 Queen Street
215		180 Russell Street (corner Russell Street & Little Bourke Street)
222		542 Little Bourke Street
225		800 Bourke
226		700 Collins
228	Eureka	Corner of City Road & South Gate Avenue Southbank
237		25 Queensbridge Street
238	Southern Cross Station	Corner of Spencer Street & Lonsdale Street