



# Christ Church Cathedral Darwin

## Parking Space Rental Agreement Form from 1 January 2020

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Date: \_\_\_\_\_

### Tenant Details

Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Suburb: \_\_\_\_\_

Post Code \_\_\_\_\_

### Vehicle Details

Make: \_\_\_\_\_

Rego No: \_\_\_\_\_

Model: \_\_\_\_\_

Height: \_\_\_\_\_  4 x 4

### Location of Parking Area: Under the trees opposite 15 Harry Chan Ave next to the Council Car Park

This Agreement is made and entered into on the Date specified between **Christ Church Cathedral**, The "Landlord" and the "Parker".

1. The Landlord hereby gives the right to park to the parker the parking space located at the premises described above for the following term:

Rental Period (**min 3 months**): \_\_\_\_\_ to \_\_\_\_\_

#### payable by:

Cash in full, 2-3 business days in advance of start date

Direct Transfer in full 2-3 business days in advance from your financial institution.

2. The Parker agrees to pay the stipulated fees in advance to the Landlord by cash or electronic transfer

Nominal Monthly Rate	3 Months No Discount	6 Months One Week Discount	12 Months One Month Discount
\$95	\$285	\$ 550.00	\$ 1,045.00

3. Upon receiving any payment of parking space fees, the Landlord agrees to issue a receipt if requested stating the name of the parker, the amount of fees paid, the designation of the parking space and the period for which said fees is paid.

Please send me an invoice.

4. The Landlord is not responsible for any vehicle or any items left in a vehicle parked in the designated space.

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**PARKING TERMS & CONDITIONS:**

**1. Definitions and Interpretation**

In these Conditions:

1.1 Amount Payable includes the Monthly, Quarterly or Yearly Parking Fee and any other money payable in accordance with this Agreement including, but not limited to the Application Fee mentioned in the Schedule;

1.2 Parker includes each person who parks a vehicle in the Car Park under this Agreement and, to the extent applicable, each passenger of that vehicle; and

1.3 Access Device means any form of card or identification issued by the Cathedral from time to time including a pass check, access card, parking permit, window pass, windscreen token or monthly pass.

**2. Parking Fees & Charges**

2.1 The Parking Fee and any other relevant Amount Payable is payable to the Cathedral in advance, at the Cathedral's address stated or as otherwise advised from time to time.

2.2 The Amount Payable for any taxable supply (as that expression is defined in the GST legislation) made by the Cathedral to the Parker is inclusive of GST.

2.3 The Cathedral may vary the Parking Fee or other charges at any time by giving the Parker one (1) month's written notice of the variation.

2.4 If any new fee becomes payable in respect of the provision of parking in the Car Park, the Cathedral may give the Parker one (1) month notice of that fee and at the expiry of that notice period, the Parker must pay the amount of that fee in respect of each vehicle the subject of this Agreement.

2.5 If the Parker requests the Cathedral to perform any service not mentioned in this Agreement including the provision of copies of previous monthly statements issued by the Cathedral or doing anything else involving the expenditure of time or money by the Cathedral, through no fault of the Cathedral, the Cathedral 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. Denial of Access**

3.1 Cathedral is entitled to deny the Parker access to the Car Park if any Amount Payable remains unpaid after the due date.

**4. Additional Parking**

4.1 Agreement, including these Conditions, will apply to any additional parking spaces in the Car Park provided by the Cathedral to the Parker.

**5. Termination**

5.1 This Agreement may be terminated by either party giving one (1) month's written notice to the other party at any time.

If an agreement is terminated by the Parker, any outstanding whole months will be reimbursed. If an agreement is terminated by the Cathedral, any paid amounts for the unused period will be reimbursed.



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5.2 The Cathedral may terminate this agreement immediately if the Parker is in breach of this Agreement and does not rectify that breach as required by the Cathedral.

5.3 No temporary suspension of account.

**6. Bay Allocation**

6.1 Unless otherwise stated in the Schedule, the Parker will have exclusive use of a particular parking bay.

**7. Duties of the Parker**

7.1 The Parker must:

- i. allow the Cathedral 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 Cathedral;
- ii. observe and conform to all the rules and regulations relating to the use of the Car Park and issued by the Cathedral from time to time; and
- iii. where this Agreement relates to more than one bay, maintain records of the relevant Access Devices and corresponding parker details and make them available to the Cathedral when requested.

**8. Payments**

8.1 All fees specified in the Schedule must be paid to the Cathedral prior to the Commencement Date of Parking and will be retained by the Cathedral.

**9. No Safe Custody**

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

**10. Alteration of Terms and Conditions**

10.1 The Cathedral may vary these Conditions by adding, altering or deleting any of them and in that event the new Conditions will be binding on the Parker with the Cathedral giving the Parker one (1) month notice in writing of the new Conditions.

**11. Waiver**

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

**12. Relationship**

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

**13. Assignment**

13.1 This Agreement is personal to the Parker and the Parker must not assign any rights or obligations under this Agreement without the prior written consent of the Cathedral



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**14. Customer Vehicle Assistance**

14.1 If, at the request of the Parker, the Cathedral 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 in all respects; and
- b. if any damage is caused to the Parker's vehicle, the Parker releases and indemnifies the Cathedral from and against any claim which the Parker may otherwise have against the Cathedral in respect of that damage.

**CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY**

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.

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

**ACKNOWLEDGEMENT**

**FALLING COCONUTS/ PALM FRONDS**

I acknowledge that my car space is in the vicinity of coconut palms and other trees, and that I will take steps to avoid falling nuts and fronds.

**For Christ Church Cathedral:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Payment Details**

Please select one of the payment methods below.

**EFT / Direct Deposit** (Please send Remittance Details)

**Account Name:** Christ Church Cathedral

**Bank:** Westpac Darwin

**BSB:** 035 302

**Account No:** 443 528

**Reference:** CP(#e.g.38),Your Full Name

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**Office Use:**

Allocated Parking Space # \_