

ACCOUNT No:



BICYCLE AGREEMENT

This Agreement is made on October 25, 2010 between the following parties:

Wilson Parking Australia 1992 Pty Ltd A.C.N. 052 475 911
of Level 16, 360 Elizabeth Street, MELBOURNE VIC 3000 (Company)
and

(Account Name) X _____

Address`X _____

Company ABN _____ Drivers Licence # (if Individual) _____

Parker's Contact Name _____ Telephone No _____

1. In consideration of the payment by the Parker of the Parking Fee specified in the Schedule, the Company grants the Parker the right to park vehicles in the Car Park in accordance with the details specified in the Schedule on the Conditions set out below.
2. This Agreement will commence on the date specified below and will continue from year to year until terminated by either party in accordance with the Conditions.
3. 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.

SCHEDULE -

Car Park No: **MEL250**
Name: **FEDERATION SQUARE**

Commencement Date for Parking: _____

Your Annual Parking Charge (including levies and fees where appropriate) will be **\$126.40**

Bay Type:	Number	Rate	Nett	GST	Total
Reserved					
Unreserved	1	\$104.00	\$104.00	\$10.40	\$114.40
	Government Levy:				
	Account Keeping Fee:				
Regular Monthly Parking Charge					
Account Establishment Fees					
	Bay Deposit:				
	Refundable Access Devices:				
	Non-Refundable Access Devices:		\$10.90	\$10.90	\$1.09
	Establishment Fee:				
Account Establishment fees					
Total costs included in first account					\$126.40

Please Note: Bicycles found outside of the designated area may be moved or locked by Federation square management. Replacement pass cards are at a charge of \$12.00. Payment must be made annually in advance. Access is only provided during car park operating hours and is strictly limited to the designated bicycle area. Cancellation is accepted with 1 month written notice and a credit will be provided on a pro-rata basis.

Signed for the Company ("Wilson Parking") _____

Authorized Signatory for Parker x _____

Date x _____
25 October 2010

Date x _____

Witness x _____

Witness x _____

CONDITIONS

- 1 Definitions and interpretation In these Conditions:
 - 1.1 Amount Payable includes the Annual Parking Fee and any other money payable in accordance with this Agreement including, but not limited to the Government Parking Levy and Pass Card Fee mentioned in the Schedule;
 - 1.2 Company includes its successors and assigns and, where applicable, its employees, agents and contractors;
 - 1.3 Parker includes each person who parks a bicycle in the Car Park under this Agreement and, to the extent applicable, each passenger of that bicycle; and
 - 1.4 Access Device means any form of card or identification issued by the Company from time to time including a pass check, access card, parking card, window pass, windscreen token or yearly pass.
- 2 Parking Fees & Charges
 - 2.1 The Parking Fee and any other relevant Amount Payable is payable to the Company yearly in advance, at the Company's address stated above 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 Company to the Parker is exclusive of GST. The Parker must pay to the Company the amount of GST payable at the same time as the Parker pays the Amount Payable.
 - 2.3 The Company may vary the Parking Fee and the Government Parking Levy 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 Company may give the Parker one (1) month's 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 Any stamp duty assessed in respect of this Agreement must be paid by the Parker.
 - 2.6 If the Parker requests the Company to perform any service not mentioned in this Agreement including the provision of copies of previous yearly 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 Denial of Access
 - 3.1 Company 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 Company to the Parker.
- Termination
 - 4.2 This Agreement may be terminated by either party giving one (1) month's written notice to the other at any time.
 - 4.3 The Company may terminate this Agreement immediately if the Parker is in breach of this Agreement and does not rectify that breach as required by the Company.
- 5 Bay Allocation
 - 5.1 Unless otherwise stated in the Schedule, the Parker will not have exclusive use of any particular parking bay.
- 6 Duties of the Parker
 - 6.1 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; and
 - d) where this Agreement relates to more than one bay, maintain records of the relevant Pass Cards and corresponding parker details and make them available to the Company when requested.
- 7 Deposit and other initial payments

- 7.1 The deposit specified in the Schedule must be paid to the Company prior to the Commencement Date of Parking and will be retained by the Company.
- 7.2 On the termination of this Agreement, the deposit may be applied against any Amount Payable owing by the Parker to the Company and any surplus will be refunded to the Parker.
- 7.3 Prior to the Commencement Date of Parking, the Parker must pay to the Company, in addition to the deposit, the amount then charged by the Company by way of account establishment fee, the amount of the Parking Fee and Government Parking Levy (if any) for the first month, the amount then charged by the Company for Pass Cards and the amount of GST properly payable on each of those amounts.
- 8 Access Devices
- 8.1 Each Access Device is and remains the property of the Company.
- 8.2 The Parker will, if not in possession of a valid Access Device/s when entering or leaving the Car Park, be liable to pay the maximum ordinary daily parking tariff then charged by the Company to persons using the Car Park on a casual basis.
- 8.3 The Parker must pay the amount charged by the Company for the replacement of a lost or damaged Access Device/s.
- 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.
- 10 Alteration of Terms and Conditions
- 10.1 The Company 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 on the Company giving the Parker one (1) month's notice in writing of the new Conditions.
- 11 Waiver
- 11.1 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
- 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 Company.
- 14 Customer Bicycle Assistance
- 14.1 If, at the request of the Parker, the Company provides any form of bicycle assistance to the Parker, including but not limited to re-charging the battery of the Parker's bicycle:
- 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 Company from and against any claim which the Parker may otherwise have against the Company in respect of that damage.
- 15 CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY
- 15.1 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.
- 15.2 In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.
- 15.3 The parker uses the facility at their own risk. No responsibility will be taken for damage to a bicycle or any related equipment ie helmets, side cars, trolley's etc no matter how the damage arises.

A monthly Account Keeping fee is charged on all parking accounts. Wilson Parking will waive the fee if you elect to receive your statements by Email **and** pay by Direct Debit.

(Compulsory Section)

Parking Account Number:	Telephone:
Customer Name:	Signature:

EBill

Please Email my parking statement to: **(please print neatly)**

.....@.....

Direct Debit

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

A. If you would like to make **payments from your savings or cheque account**, please complete the following.

Name of Account Holder:

Account Type (please tick appropriate box): Savings Cheque

Name of 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:

OR

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

Credit Card Number:

Name of Cardholder:

Expiry Date:

Type of Card (please tick appropriate box): Mastercard 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.

Cardholder's Signature:

Date:



Please return by fax: 1300 303 910

or post to: Wilson Parking, PO Box 14185, Melbourne City Mail Centre, Victoria 8001

For more information on EasiPay, call 1300 300 910

Wilson Parking Australia 1992 Pty Ltd ('Wilson Parking') - Client Service Agreement

Wilson Parking's Commitment to You

Drawing arrangements:

We will advise you in writing, usually before the 15th day of each calendar month, the details of your monthly parking charge.

The due date for the payment will be the last working day of each calendar month. We will not change the frequency of drawings without your prior approval.

We reserve the right to cancel this Direct Debit Request if two or more drawings are returned unpaid by your nominated Financial Institution, and to arrange with you an alternate payment method. An administrative fee will be charged to you when a drawing is returned unpaid.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Your Rights:

In accordance with your Permanent Parking Agreement, you may terminate this Direct Debit Request by providing Wilson Parking with one month's written notice.

You may stop payment of a drawing under this Direct Debit Request by giving written notice to us with a suitable alternate payment method. Such notice should be received by us at least 10 business days prior to the due date.

If you consider a drawing has been initiated incorrectly and is outside your Permanent Parking agreement, you should take up the matter with our Accounts Department.

Your Commitment to Wilson Parking

Your Responsibilities:

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. You must notify Wilson Parking if the account nominated by you is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if the Direct Debit Request is cancelled either by yourselves or the nominated Financial Institution.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.