

MEDILINK CARPARK

APPLICATION FOR PRIORITY PARKING

Applicant Name				
ABN		ACN		
Type of Entity	<input type="checkbox"/> Public Co <input type="checkbox"/> Private Co <input type="checkbox"/> Trustee <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader			
Street Address				
Postal Address				
Telephone		Email		
Accounts Contact			Phone	

The Applicant hereby acknowledges to Three Islands Pty Ltd ACN 100 111 831 ("the Licensor") that on and from the date of receipt of the relevant access card/s to the above Car Park, it holds a licence for parking access at the above Car Park for shared use by each vehicle whose full particulars are notified in writing from time to time.

I am/We are aware that the licence to park is granted subject to the Conditions of Entry attached to this Form and I/We unconditionally accept those Conditions of Entry. I/We agree to give a copy of the Conditions of Entry to each person in charge of a vehicle for which an access card is issued, and ensure that they comply with the Conditions of Entry.

Requested Start Date	
Applicant Signature	

Please select your parking access preference: (see option description over page)

24/7 – General Public
 24/7 – Medilink or Hospital Staff
 Night Access Only (8pm – 8am)
(Confirmation of employee status required)

APPLICATION IS MADE FOR CARDS TO BE USED AS FOLLOWS

Payment Method: (Please tick one)

Quarterly Invoicing

Paystation recharging

APPLICANT TO COMPLETE		Office Use Only		
CARDHOLDER NAME	VEHICLE REG	APPROVED?	CARD #	ISSUE DATE

Please read the Conditions of Entry before returning this Form – among other things the Licensor’s liability is excluded absolutely. You should consider taking out insurance to cover the risk.

The Applicant shall be notified by the Licensor, as and when any additional space applied for above is available for the Licensee, whereupon the terms of this document shall apply in respect of each additional vehicle and the then current fees shall be paid by the Licensee.

FEES AND CHARGES

FEE DESCRIPTION	RATE	NOTES
Card Activation	\$20.00 +GST/card	<ul style="list-style-type: none"> ▪ Payable on approval of application and issue of card ▪ Payable for replacement cards if required ▪ Fee is non-refundable and payable in advance
Monthly Access 24/7 – General Public	\$85 + GST/calendar month	<ul style="list-style-type: none"> ▪ You may elect to pay via credit card or cash at the paystation, monthly, bi-monthly, or quarterly ▪ Pro-rata allocation will be applied during the first month for number of days over days in that month. No pro-rata allocations will be subsequently available for absences or cancellations
Monthly Access 24/7 – Medilink and Hospital Staff (ID required)	\$65 + GST/calendar month	<ul style="list-style-type: none"> ▪ You may elect to pay via credit card or cash at the paystation, monthly, bi-monthly, or quarterly ▪ Pro-rata allocation will be applied during the first month for number of days over days in that month. No pro-rata allocations will be subsequently available for absences or cancellations ▪ Hospital staff to provide copy of ID with application ▪ Medilink staff to provide email confirmation of employment by Tenant
Monthly Access Night Access Only (8pm – 8am)	\$40 + GST/calendar month	<ul style="list-style-type: none"> ▪ You may elect to pay via credit card or cash at the paystation, monthly, bi-monthly, or quarterly ▪ Pro-rata allocation will be applied during the first month for number of days over days in that month. No pro-rata allocations will be subsequently available for absences or cancellations

Rates subject to change with no less than one (1) months' notice

CONDITIONS OF ENTRY

VEHICLES ARE ONLY ACCEPTED FOR PARKING AND PERSONS MAY ONLY ENTER THE CAR PARK ON THE FOLLOWING CONDITIONS:

APPLICANT INFORMATION

The Licensee agrees to immediately give notice in writing to the Licensor of the following:

- Any of the above nominated vehicles that are no longer to be parked in the Car Park under this Licence;
- Details of any other vehicles to be parked on the monthly licence in lieu of any above nominated vehicle; and
- Any change in the Licensee's address or telephone number.

Receipt by the Licensee of the access card/s shall constitute acceptance by the Licensor of the offer in the Application. The Applicant shall from the date of such acceptance become a Licensee and be bound by the Conditions of Entry.

Any loss of or damage to any access card must be reported immediately to the Licensor. A replacement access card will be issued as soon as practicable after the Licensor receives the fees current at the time of the report. The Licensee shall not be permitted to park a vehicle in the Car Park on a monthly basis unless an access card has first been issued in respect of that vehicle.

Unless the Licensee shall have first Notified the Licensor of the make and registration number of a vehicle to which these Conditions of Entry are to apply, the Licensor shall have the right to refuse entry to or exit from the Car Park notwithstanding that an access card is produced.

On the termination of this Licence (or the cancellation of any parking allocated under this Licence) the Licensee will forthwith return to the Licensor all access cards (or in the case of cancellation, the relevant number of access cards) in the control of the Licensee. There will be no refund of the programming fee/s.

LICENSOR NOT LIABLE FOR LOSS, DAMAGE, DEATH OR INJURY

Notwithstanding any wilful or negligent act of omission of the licensor or otherwise, the licensor accepts no responsibility and shall not be liable for any:-

- Loss or damage to any vehicle (including any contents or part or accessory thereof) occurring in the Car Park or arising directly or indirectly from any vehicle in or the Licensee's use of the Car Park; or
- Death or injury to persons occurring in the Car Park or arising directly or indirectly from any vehicle in or the Licensee's use of or presence in the Car Park.

LICENSEE'S RISK - RELEASE OF LICENSOR

The Licensee shall use and be on the Car Park at the licensee's own risk. The Licensee releases the licensor to the full extent permitted by law from all claims, demands or actions whatsoever by the Licensee resulting from any death or injury to persons or loss of or damage to any vehicle or goods or property or arising directly or indirectly from the Licensee's use of or presence in the Car Park whether such death, injury, damage or loss was contributed to by the Licensor or any vehicle (whether the subject of this License or not) or otherwise.

LICENSEE TO INDEMNIFY LICENSOR

The Licensee shall INDEMNIFY and shall keep indemnified the Licensor from and against all claims demands, actions, damages, expenses and costs whatsoever resulting from any death or injury to persons or loss of or damage to any vehicle or goods or property arising directly or indirectly from any vehicle of the Licensee or the Licensee's use of or presence in the Car Park.

COMPLIANCE WITH SIGNS AND DIRECTIONS; PARK WITHIN MARKED BOUNDARIES

The Licensee shall at all times while in the Car Park comply with all signs in the Car Park and all directions and requests made from time to time by the Licensor in respect of the Car Park or any vehicle or person therein. Each vehicle shall be parked within the marked boundaries of the parking space.

SPECIFIC SPACE - TIME LIMITS; NO WARRANTY AS TO SUITABILITY

If any parking space is allocated by the Licensor for use by the Licensee it shall only be so allocated between the hours of 8.00am and 6.30pm Monday to Friday (public holidays in Townsville excepted), or such other hours Notified by the Licensor from time to time, and the Licensee shall ensure that during these hours the Licensee's vehicles are only parked in any such specifically allocated parking spaces as are Notified by the Licensor to the Licensee from time to time. At all other times during which the Car Park is open, the Licensee has no right to a specially allocated parking space.

The Licensor accepts no responsibility for the suitability or otherwise of any parking space in the Car Park.

LICENSOR'S RIGHT TO MOVE VEHICLE - NO LIABILITY

The Licensor shall have the right to enter, move, drive, refuse exit to or have towed away and/or stored any vehicle in the Car Park without any liability whatsoever.

VEHICLES REMOVED FROM THE CAR PARK - NO LIABILITY

The Licensor accepts no responsibility and shall not be liable for any vehicle removed from the Car Park whether an access card is used or not. The Licensor does not undertake, warrant or otherwise represent that any vehicle will not be removed without an access card being used.

VARIATIONS TO CONDITIONS MUST BE IN WRITING

No variation of the Conditions of Entry will bind the Licensor unless in writing signed by its duly authorised officer. The Licensor may alter or revoke any of the Conditions of Entry at any time by Notice to the Licensee.

TERMINATION OF LICENCE AND CANCELLATION OF PARKING

The Licensor may terminate this Licence or cancel all or any parking space allocated under this Licence at any time. This right will apply in the event of the following (without limitation):

- Failure to comply with any of the Conditions of Entry;
- Any cheque not being honoured immediately upon presentation;
- Non-compliance by the Licensee with any direction or request whatsoever given or made under this Licence by the Licensor;
- Non-compliance with any traffic, directional or speed sign in the Car Park or near exits or entries to the Car Park.

The Licensee may terminate this Licence or cancel all or any parking space allocated under this Licence by giving to the Licensor not less than one (1) month's Notice expiring on the last day of a month.

Any costs (including legal costs) associated with the removal or storage of vehicles, or the recovery of car parking debts, fees or costs, will be borne by the Licensee.

INTERPRETATION

1. "**Car Park**" shall include all that property comprising or constituting the car park (as it may exist from time to time) in the premises known as the Medilink Building at 100 Angus Smith Drive, Douglas including, without limiting the generality of the foregoing, any entry and exit ramps, driveways and any elevators and stairways servicing the car park.
2. "**Licence**" means the licence provided for in these Conditions of Entry.
3. "**Licensor**" shall mean Three Islands Pty Ltd ACN 100 111 831 and include its successors and assigns and where the context so permits includes its employees and agents and any other persons involved in or associated with or performing any function in connection with the operation of the Car Park with the authority of the Licensor.
4. "**Licensee**" shall mean the person or corporation named in the Form of Application as the Applicant/Licensee and, in the case of a person, includes the executors and administrators of that person, and in the case of a corporation, includes its successors and where the context so permits includes the employees, agents, invitees and licensees of the licensee, and all persons claiming through the licensee.
5. "**Notified**" shall mean notify in writing and "**Notice**" shall mean notice in writing.

Headings of Conditions have been inserted for guidance only and are not part of the context. The singular includes the plural and vice-versa.