

1 Parker's email address (for account correspondence)

2 **Parker's details**
Surname/Company Name: _____ First Name: _____
Street Address: _____ Mobile: _____
Suburb: _____ Postcode: _____ ABN: _____

3 **Vehicle Details**
Vehicle Reg: _____ Vehicle Make, Model and Colour: _____
Drivers License Number: _____ Vehicle Length: _____

4 **Storage Space and Payment Details**
Facility: _____
Bay No: _____

Circle Your Truck Size: *All Rates Include GST

Small Vehicles Up to 15metres \$396 per month	Medium Vehicles Up to 20metres \$460 per month	Large Vehicles Over 20metres \$592 per month
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5 **Direct Debit** - Bank Account Details or Credit Card

Bank Account Details
Name of Bank: _____
Account Name: _____
BSB: _____ Account Number: _____

OR

Credit Card Details:

Card Type (please tick): VISA MasterCard Expiry: _____ CCV: _____
Card Holders Name: _____
Credit Card Number: _____

► Request and authorise Park My Pty Ltd to arrange a debit to your nominated account of the agreed upon fee with Park My Pty Ltd.

By selecting this checkbox, I agree to the terms and conditions of this Agreement

Signed on behalf of Operator

Date

Process Of Registration

Pricing and Time Period

- 1**
- 1 If you cancel / suspend or fail to pay for your parking you will lose your bay and your rate
 - 2 All our quoted rates are plus gst
 - 3 All rates are billed monthly at a flat fee close to the rate given
 - 4 The minimum Parking term is 2 months

Payment

- 2**
- 5 All parking is to be paid monthly in advance via Direct Debit
 - 6 All payments are to be made by automatic Direct Debit or Credit Card payment on the 1st of each month
 - 7 Payment will only be accepted by direct deposit or direct credit card payment. No other payment method will be accepted .

Gate Operation

- 3**
- 8 The Gate will only operate providing the direct debit has been approved
 - 9 To open the gate you will dial a mobile number and the gate will open
 - 10 Providing you or your truck drivers number has been provided and put in our system. (must notify us with phone numbers to add)
 - 11 The Gate Number is **0416 403 864** .
 - 12 Please save this in your contacts No one else can use the number unless they have been authorised by us and their number has been added to the system

Bay Numbers

- 4**
- 13 You cannot suspend parking in your Bay
 - 14 You will be provided a Bay number once you have Specified what vehicle will be on site and how big it is.
 - 15 You have to park your personal car in your bay (do not park in other peoples bays)
 - 16 We have 24 hour CCTV being recorded at all times. We will advise how you can access on your mobile phone and will advise once all agreements, payments and items are up to date

▶ **The Parker acknowledges and agrees to be bound by the conditions on this page and by the Terms and Conditions on the next page.**

By selecting this checkbox, I agree to the terms and conditions of this Agreement

Signed on behalf of Operator

Date

TERMS & CONDITIONS

Storage And Handling

1. The Operator (Park My Truck) will provide the Space for the storage of the Vehicle by the Parker in accordance with this Agreement.
2. The Parker (You) :
 - (a) may store the Vehicle(s) in the Space in accordance with this Agreement;
 - (b) must pay the Operator the amounts due in accordance with this Agreement.
3. The Parker warrants:
 - (a) that they are the owner of any Vehicle(s) the subject of this Agreement and/or entitled at law to deal with the Vehicle(s) in accordance with all aspects of this Agreement; and
 - (b) that any Vehicle(s) the subject of this Agreement are not hazardous, illegal, stolen, inflammable, explosive, environmentally harmful or a risk to any property or person.

Risk And Responsibility

4. The Vehicle(s) and/or Goods are stored at the sole risk and responsibility of the Parker, including in relation to the risk of theft of the Vehicle(s) and/or damage to or deterioration of the Vehicle(s) and/or Goods for any reason, including flood, fire, leakage or overflow of water,
5. The Parker has no claim and indemnifies the Operator from all claims for any loss of or damage to property or personal injury to or death of any person resulting from or incidental to the use of the Space by the Parker, including but not limited to the storage of Vehicle(s) in the Space, the Vehicle(s) themselves and/or accessing the Facility.
6. The Parker acknowledges and agrees to comply with all relevant laws, including all legislation, acts, ordinances, regulations, by-laws and orders as are or may be applicable to the use of the Space, the Vehicle(s) and the manner in which they are to be stored. Liability for any breach of such laws rests absolutely with the Parker and includes any costs resulting from such a breach.

Cost And Payment

7. Upon signing the Agreement the Parker must pay the Operator the first payment of the Parking Fee, being the monthly payment indicated on the front of this document.
5. The Parker must pay all subsequent payments of the Storage Fee in advance on the Payment Date stated on the front of this document.
8. The Storage Fee may be varied at the Operator's discretion on one month's notice.
9. In addition to the Parking Fee, the Parker may have to pay if deemed they are required :
 - (a) the Late Payment Fee which becomes payable each time a payment is late;
 - (a) Security Call-out Fee payable in the event of a security call-out caused by the Parker accessing the Space;
 - (b) Any clean up or removal of goods or rubbish caused from the Parker
 - (c) any costs (including legal fees) incurred by the Operator in connection with exercising, enforcing or preserving or attempting to exercise, enforce or preserve rights under this Agreement, including in connection with the Parker's default; and
 - (d) any government taxes or charges levied on this Agreement or supplies under it (including GST).
10. All payments by the Parker under this Agreement must be made as and when they fall due (regardless of whether they are to be invoiced) and without set-off or deduction.
11. Any payment that is made by direct deposit/credit must be clearly identified as being under this Agreement. The Parker agrees to follow any directions of the Operator in this regard. The Parker has no claim and indemnifies the Operator against any claim in respect of the Parker's breach of this clause 10.

Access And Use Of Space

12. The Parker:
 - (a) may access the Space during the access hours as posted by the Operator at the Facility;
 - (b) must not store any Vehicle(s) and/or Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - (c) must not store any Vehicle(s) and/or Goods which are irreplaceable, such as cash, currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value
 - (d) will use the Space solely for the purpose of parking and shall not carry on any business or other activity in the Space;
 - (e) must maintain the Space in a clean and good state of repair and acknowledges and agrees that failure to do so will entitle the Operator to forfeit the Deposit and/or charge the Cleaning Fee and/or recover the full cost incurred in rectifying the default.
13. The Operator may take any action it believes to be necessary if it has reason to believe that the Parker is in breach of any of the above clauses, including immediately accessing/inspecting the Space without notice, terminating the Agreement contacting, cooperating with and/or submitting Vehicle(s) to the relevant authorities and/or immediately disposing of or removing the Vehicle(s) at the Parker's expense. The Parker agrees that the Operator may take such action at any time, even if the Operator could have acted earlier.
14. The Operator may refuse the Parker access to the Space and/or the Facility if any amount is outstanding under this Agreement, regardless of whether or not a formal demand for payment has been made and the Parker acknowledges and agrees that the Operator will not be liable for, and indemnifies the Operator against, any claim for any cost, loss or damage suffered as a result of being unable to access the Facility, the Space, Vehicle(s) or any Goods.

Termination By Notice

15. Either party may terminate this Agreement by giving the other party 14 days' notice and if this occurs:
 - (a) the Parker must pay all amounts due under this Agreement up to the date of termination;
 - (b) the Parker must remove all Vehicle(s) and any other items in the Space before the close of business on the date of termination and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Operator; and
 - (c) any of the Parker's Vehicle(s) that remains in the Space 7 days after the date of termination will be deemed abandoned and may be seized and may be sold or disposed of by the Operator in accordance with clauses contained herein.

Default

16. In the event that:
 - (a) any Parking Fees or any other moneys owing under this Agreement are in arrears and unpaid for a period of 21 days; or
 - (b) there is any substantial breach of contract by the Parker, including any illegal or environmentally harmful activities;then the Operator may terminate this Agreement without notice by entering the Space by force or otherwise, and without limitation to any other remedies it has, the Operator may seize and then, in its discretion, may sell and/or dispose of any Vehicle(s) and any other items in the Space in accordance with clauses contained herein.

Sale and sale proceeds

17. The Parker unconditionally acknowledges and agrees that the Operator in exercising the right of sale under this Agreement is entitled to sell any Vehicle(s) on such terms that the Operator may determine in its absolute discretion, regardless of the nature or value of the Vehicle(s).

Disposal

18. In addition to any other rights of disposal under this Agreement, the Operator may dispose of Vehicle(s):
 - (a) if the Operator reasonably believes that the handling of those Vehicle(s) or taking an inventory of those Vehicle(s) will present a health and safety risk to its personnel;
 - (b) that fail to sell when offered for sale or that the Operator, in its discretion, considers to be not saleable or of insufficient value to warrant the expense of a sale;
 - (c) that are left unattended in common areas of the Facility or outside the Space; or
 - (d) that are damaged due to fire, flood or other event that has rendered the Vehicle(s) (in the opinion of the Operator) severely damaged, of no commercial value or dangerous to any people (including the Operator's personnel and other customers) and property (including the Facility and any property stored by other customers within the Facility).
- 19A. The Parker acknowledges and agrees that the Operator in exercising a right of disposal under this Agreement may effect the disposal by any means, regardless of the nature or value of the Vehicle(s) and in respect of Vehicle(s) that are contained in bags or boxes, without having to first open or empty those bags or boxes to identify Vehicle(s) stored within them.

Parker's liability survives termination

20. The Parker's liability for any outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement survives the termination of this Agreement.
- Notices and contact details
21. Notices from the Operator to the Parker under this Agreement may and will usually be provided by email or SMS, but may otherwise be in writing and delivered, posted or faxed to the last notified address or number of the Parker.

- Any notice to the Parker will be deemed to have been received by the Parker if sent per clause 24 above and sent to the Alternative Contact Person (including by SMS or email).
22. In the event that there is more than one Parker to this Agreement, a notice sent to one Parker will be deemed to constitute service of all Parkers.
 26. Notices from the Parker to the Operator under this Agreement must actually be received by the Operator to be valid.
 23. The Parker must notify the Operator in writing of any change to the contact details (address, phone numbers and email address) of the Parker or the Alternative Contact Person within 48 hours of any change.
 24. The Parker authorises the Operator to discuss any default by the Parker under this Agreement with the Alternative Contact Person and, if the Operator reasonably believes that the Parker will be unwilling or unable to remove any Vehicle(s) from the Space in the event of termination of this Agreement, it may, in its absolute discretion, and without having to obtain any prior consent from the Parker, allow the Alternate Contact Person to remove any Vehicle(s) on such terms as agreed between the Operator and the Alternate Contact Person. The Parker indemnifies the Operator against any claim in respect of Vehicle(s) removed by the Alternate Contact Person pursuant to this clause

Disputes

25. If required by the Operator, the parties must endeavour to settle any dispute in connection with this Agreement by mediation conducted by a mediator who is independent of the parties and appointed by their agreement. It is a condition precedent to the right of the Parker to commence any legal action (other than in relation to interlocutory relief) concerning any dispute that they first offer to submit the dispute to mediation.

Signed on behalf of Operator

Date



By selecting this checkbox, I agree to the terms and conditions of this Agreement