



TERMS AND CONDITIONS

1. In consideration of the fee paid by the Member, the Club extends this parking facility as a member benefit to the Member subject to these terms and conditions and for only so long as the Member is a fully paid member of the Club (being in respect of either of its premises or facilities known as Castle Hill RSL or Parramatta RSL), as described in the Castle Hill RSL Club constitution.
 2. This car parking arrangement is on a license basis only, giving the Member no property interest in the Car Park.
 3. Subject to the earlier termination of this contract, or the termination or suspension of the Member's membership of Castle Hill RSL Club, the Club grants to the Member and the Member accepts a licence to use the allocated parking space for a period of twelve (12) months, commencing on the date of this contract. Upon expiry of the period of twelve (12) months from the date of this contract or termination of the Member's membership of Castle Hill RSL Club, the licence hereby granted will terminate with immediate effect.
 4. The Member must pay to the Club the parking fee for each month, one (1) month in advance by direct debit or credit card. The Member acknowledges and agrees that the Club may pass onto the Member any banking or credit card charges incurred by it. Cash is not accepted for the payment of monthly parking fees.
 5. The Member must provide to the Club a fully refundable cash bond of \$200, prior to the issue of a Car Park access pass. The bond will be forfeited by the Member should the Member fail to return the access pass upon termination or expiry of this contract, or upon demand by the Car Park Owner or Manager.
 6. Should the Member fall into arrears of two (2) months parking fees, the Club reserves the right to commence collection action against the Member for the outstanding fees and will terminate this contract without further notice. This clause does not restrain the Club from pursuing any other legal action against the Member to recover the outstanding fees or to otherwise reclaim the allocated parking space.
 7. The Club may at any time terminate or suspend the parking licence granted under this contract as a benefit to member's at any time, without notice and without penalty. In the event of a termination the parking licence facility, the Club will refund the balance of the current fee paid by the Member and return the bond (subject to clauses 5 and 6). In the event of suspension of the parking licence, the Member will be relieved from payment of the parking fee for the period of the suspension but the Club may during that period licence the allocated car space to another person without penalty to the Club. Without limiting the generality of the foregoing, the Member acknowledges that:
 - a. the Car Park is subject to the requirements or conditions of the local Council;
 - b. the Club is a registered club which is subject to the provisions of the Registered Clubs Act 1976 (NSW);
 - c. the Member is bound by the Club's constitution and by-laws and all applicable laws,
- and that the use of the Car Park and granting of the licence under this contract are subject to the requirements or conditions of the local Council for the use of the Car Park, the Registered Clubs Act 1976 (NSW), the Club's Constitution and by-laws in force from time to time, which may relevantly require or permit the Club to revoke or suspend the Member's use of the Car Park and/or the licence granted under this contract, as the case may be.
8. The Member may at any time terminate this contract by giving not less than one (1) month's written notice of termination to Castle Hill RSL Club. The Member will be liable for the parking fee up to the effective date of termination.
 9. The Member will use the Car Park for the sole purpose of parking the motor vehicle listed in the Schedule therein and for no other purpose whatsoever.
 10. Unless otherwise stated in writing, the Member will only have exclusive use of an allocated parking space on the days and during the times listed in the Schedule. Outside of these times, the parking space is available for the non-exclusive use of any member or bona-fide guest of Castle Hill RSL or Parramatta RSL clubs.
 11. The Member may not assign, transfer or sub-let the allocated car space.
 12. The member must at all times act responsibly and safely in the use of the Car Park and comply with all signs, applicable by-laws and directions given on behalf of the Car Park Owner or Car Park Manager in the day to day conduct of the Car Park.



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13. The Member must not bring into the Car Park at any time any petroleum or other inflammable volatile oil or substance other than petroleum in the fuel tank of the Member's primary or secondary vehicle.
14. The Member must not cause any nuisance, damage, obstruction, annoyance or inconvenience to any other users of the Car Park.
15. The Member must not bring into or on the Car Park or allow to remain there any unregistered, unroadworthy or excessively noisy motor vehicle or any motor vehicle incapable of being accommodated within a standard passenger car parking space or within the clear height of a level in the Car Park.
16. Parking and use of the Car Park is solely at the Member's risk. It is the obligation of the Member to maintain his or her own insurance policy for damage to their motor vehicle and also to cover any damage caused to the Car Park, any other person or property whilst using the Car Park. The Member, his or her employees or agents will have no claim against the Car Park Owner or Car Park Manager in contract or otherwise or against any one whom they represent or any of the employees, directors, officers or agents of the Car Park Owner or Car Park Manager for any loss or damage to property or personal injury or loss of life directly or indirectly related to the Member's or his or her agent's or employee's use of the Car Park. Furthermore, the Member indemnifies the Car Park Owner and Car Manager, and their respective employees, directors, officers or agents against any such claims and any breach by the Member (or any of his or her agents or employees) of this contract, including the costs thereof.
17. The Member may only use the allocated car space if an allocation has been made and recognises the Car Park Manager's right to re-allocate spaces as necessary.
18. The Member may park only in the allocated parking space and will not park in a space reserved for any other Member, during the days and times stated in the Schedule.
19. Vehicles shall at all times comply with all road markings, signs and the directions of authorised persons.
20. All vehicles shall be parked within the lines designating parking spaces and shall at all times be parked in such a way that no obstruction is caused to the Car Park's access paths or lanes.
21. The Member must:
 - a. Not obstruct Car Park Owner or Car Park Manager at any time for the purpose of inspecting it, doing any necessary repairs or for any other necessary purpose specified by the Car Park Owner;
 - b. Observe and conform to any rules and regulations relating to the use of the Car Park made and issued by the Car Park owner from time to time;
 - c. Not leave their vehicle in the Car Park, whether in an allocated parking space or not, for a period of greater than 48 hours. The Car Park Owner reserves the right to remove any vehicles so parked to an off site location at the Member's cost;
 - d. Only exercise exclusive use of the allocated car space in the Car Park on the days and between the hours specified in the Schedule or otherwise advised in writing or on signage in the Car Park from time to time; and
 - e. Advise the Car Park Owner or Car Park Manager of any collision or accident causing injury to any person or damage to property involving the Member or their vehicle, any changes to the registration number, make, model or colour of each vehicle which may park in the Car Park in accordance with this contract.

22. Access Passes

- a. All access passes remain the property of the Car Park Owner and must be returned to the Car Park Manager upon termination or expiry of this contract;
 - b. Access passes are not transferrable.
23. The Member will be unable to gain access to the Car Park if he or she is not in possession of a valid access pass.



TERMS AND CONDITIONS

24. No safe custody

No employee, agent or contractor of the Club or the Car Park Manager has authority to accept any item for storage or safe custody. No liability whatsoever will be accepted for any items left for safe custody.

25. Alterations to Terms and Conditions

The Car Park Owner may vary these conditions by adding, altering or deleting any of them and in that event the new conditions will be binding on the Member and on the Car Park Owner or Car Park Manager by giving the Member one (1) month's written notice of the new conditions.

26. Waiver

No time extensions or other indulgences granted by the Car Park Owner to the Member constitute a waiver of the Car Park Owner's rights under this contract or at law and the Car Park Owner will not be precluded from exercising any available rights against the Member.

27. Member assistance

If at the request of the Member, the Car Park Owner provides any form of vehicle assistance to the Member:

- a. the Member accepts such assistance at the Member's own risk in all respects; and
- b. if any damage is caused to the Member's vehicle the Member releases and indemnifies the Car Park owner from and against any claim in respect to that damage in all instances.

28. Conditions of Entry and Limitation of Liability

- a. the Conditions of Entry and Limitation of Liability displayed at the entrance to and throughout the Car Park are incorporated in these Terms and Conditions and apply to this contract as if they were set out in full;
- b. in the case of any inconsistency between this contract and the Conditions of Entry and Limitation of Liability, this contract will prevail.

29. Every amount payable by the Member to the Car Park Owner under this contract is expressed as a GST exclusive amount. In addition to each such amount the Member must pay to the Car Park Owner, on issue of a valid tax invoice, any GST payable by the Car Park owner in respect of that taxable supply.

30. Upon signing of this contract or upon acceptance by the Member the access pass, the Member acknowledges and agrees that he or she is bound by these terms and conditions.

31. Arbitration and Jurisdiction

Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules;

If the dispute is not settled within 30 days of the submission to mediation (unless such period is extended by contract of the parties), it shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Expedited Commercial Arbitration Rules. For disputes in which the quantum is less than \$1,000, Arbitration shall take place using the submission of documents alone unless both parties agree otherwise;

This contract is subject to the laws of NSW and each party agrees to submit to the non-exclusive jurisdiction of the NSW Courts.

32. Emergencies

In case of emergency or danger to person or property, the Car Park Owner or Car Park Manager may (but is not obliged to) remove any motor vehicle from the Car Park or relocate a motor vehicle to another space within the Car Park or elsewhere.

