



TERMS AND CONDITIONS OF PERMIT

1. GRANT OF PERMIT

- 1.1 The University is the owner of the car park facilities located at the Innovation Campus, North Wollongong NSW 2500.
- 1.2 The University grants the Permit to the Applicant, subject to and in accordance with these Terms and Conditions.
- 1.3 If the Applicant is a registered business and subject to the provisions of clause 7, during the Term, the Applicant:
 - (a) may permit its Personnel to access and use the Reserved Parking Spaces; and
 - (b) may provide any access card or evidence of Permit provided to the Applicant pursuant to clause 3.1 to a the Applicant's Personnel for the purpose of facilitating the Applicant's Personnel to access and use a Reserved Parking Space.
- 1.4 The Applicant must not permit any other person (except for the Applicant's Personnel, where relevant) to access and use the Reserved Parking Spaces except in compliance with clause 14.4 of these Terms and Conditions.

2. TERM AND COMMENCEMENT

- 2.1 The Permit will commence on the date that the University notifies the Applicant in writing that it has accepted the Application and will continue for the Term, unless earlier terminated in accordance with these Terms and Conditions.

3. ACCESS CARD AND EVIDENCE OF PERMIT

- 3.1 Upon acceptance of the Application, the University will provide the Applicant with the number of access cards and evidences of Permit that is equivalent to the number of Reserved Parking Spaces, to facilitate the use and enjoyment of the Permit.
- 3.2 Should the Applicant, or its Personnel, lose or damage any access card or evidence of Permit provided pursuant to clause 3.1, the Applicant may apply to the University for a replacement access card or evidence of Permit, and the University will provide a replacement access card or evidence of Permit at the Applicant's cost.
- 3.3 Access Cards must be used to enter the P4 carpark.

4. FEE

- 4.1 The Applicant must pay the University the Fee within 30 days after receipt of the University's tax invoice, issued pursuant to clause 4.2 and clause 5.3.
- 4.2 If requested, the University will issue tax invoices on the following basis:
 - (a) where the Fee is to be paid up front, a tax invoice for the total amount of the Fee will be issued upon acceptance of the Application ; or
 - (b) where the Fee is to be paid on a monthly basis, a tax invoice for the amount of the Fee divided by the total number of months in the Term will be issued at the end of each calendar month.
- 4.3 If at any time during the Term, the Applicant does not pay the Fee in accordance with the terms of payment specified

in this clause 4, the University may remove the Applicant's access to the Reserved Parking Spaces immediately and without notice to the Applicant by disabling the Applicant's access cards, or otherwise denying the Applicant and its Personnel entry to the Reserved Parking Spaces, until the Fee is paid.

- 4.4 The University's rights under this clause 4 are in addition to any other rights the University may have under these Terms and Conditions or at law arising from the Applicant's failure to pay the Fee in accordance with clause 4.

5. GST

- 5.1 For the purposes of this clause 5, 'GST', 'GST Law' 'Taxable Supply' and other terms relevant to GST, have any meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time, and any applicable rulings of the Australian Taxation Office.
- 5.2 The goods, services and other supplies made under these Terms and Conditions are Taxable Supplies within the meaning of the GST Law.
- 5.3 The University will issue the Applicant with a tax invoice in accordance with the GST Law.
- 5.4 If a payment to satisfy a claim or a right to claim under or in connection with these Terms and Conditions gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against the amount of that GST.

6. MANAGEMENT OF PERMIT

- 6.1 From time to time during the Term, the University may alter the location of the Reserved Parking Spaces by giving the Applicant 7 days prior written notice.
- 6.2 The Applicant must ensure Vehicles are parked wholly within the Reserved Parking Space(s).
- 6.3 The Applicant must comply, and must ensure that its Personnel comply, in all respects, with any notice served by the University in relation to the marking or other identification of the parking spaces located in the Car Park.
- 6.4 In the course of exercising the rights under the Permit, the Applicant must comply, and must ensure that its Personnel comply with:
 - (a) any rules made by the University and notified to the Applicant in relation to the Car Park;
 - (b) any rules displayed in the Car Park or on Campus;
 - (c) the Campus Access and Order Rules, including the excerpt located in Annexure A; and
 - (d) NSW Traffic Laws.
- 6.5 The Applicant must display, and must ensure that its Personnel display, a valid evidence of Permit in any Vehicle parked in a Reserved Parking Space. Failure to display a valid evidence of Permit may result in an infringement notice being issued to the Vehicle.
- 6.6 The Applicant must not, and must ensure that its Personnel do not:

- (a) damage the Car Park, or any property (whether or not property of the University) in the Car Park;
- (b) injure any person in or around the Car Park
- (c) put any rubbish in or around the Car Park;
- (d) use the Car Park for any illegal purpose; or
- (e) do anything that does or could annoy or offend the University, other users of the Car Park, or the owners or occupiers of any property adjoining the Car Park.

6.7 The Applicant must ensure that all Vehicles are removed from the Car Park by the end of the Term.

7. USE OF RESERVED PARKING SPACES BY APPLICANT'S PERSONNEL

7.1 The Applicant will:

- (a) at the request of the University, promptly provide the University with the names, addresses, phone numbers, emails, vehicle registration numbers, and vehicle make and model of the Applicant's Personnel, and continue to update such information;
- (b) use best efforts to ensure that each of the Applicant's Personnel are given an opportunity to read and understand these Terms and Conditions and the Campus Access and Order Rules;
- (c) use best efforts to ensure that each of the Applicant's Personnel agree to comply with these Terms and Conditions and the Campus Access and Order Rules as if the Personnel were the Applicant; and
- (d) remain primarily liable to the University for any breach of these Terms and Conditions by the Applicant's Personnel.

8. REMOVAL OF VEHICLES

8.1 In addition to any other rights the University may have under these Terms and Conditions or at law, if, in the reasonable opinion of the University, the Applicant, or the Applicant's Personnel, has in the course of exercising the rights under the Permit:

- (a) repeatedly or flagrantly breached the Campus Access and Order Rules or these Terms and Conditions;
- (b) caused injury to others;
- (c) abandoned a Vehicle;
- (d) caused damage to property owned by, or under the use, care or control of the University or any other person; or
- (e) behaved in a way that is dangerous, blocks access to parking spaces in the Car Park, or otherwise prevents the clear flow of traffic in, near or around the Car Park,

the University may:

- (f) immediately terminate the Permit; and/or
- (g) give written notice to the Applicant directing it, within a reasonable period specified in the notice, to remove any Vehicle from the Car Park.

8.2 If the Applicant fails to comply with any direction given by the University pursuant to clause 8.1(g) within the period specified in the notice, the University may remove the Vehicle from the Car Park as the agent of the Applicant or the Applicant's Personnel, at the cost of the Applicant, and at the Applicant's risk.

9. TERMINATION

9.1 Either Party may terminate the Permit and these Terms and Conditions if:

- (a) the other Party commits a breach of these Terms and Conditions; and
- (b) unless otherwise specified, the defaulting party fails to correct such breach or default within 14 days of receiving notice specifying such breach or default.

9.2 Either Party may terminate the Permit and these Terms and Conditions at any time by providing 30 days written notice to the other Party.

9.3 On termination of the Permit or these Terms and Conditions by the University pursuant to clause 8.1 or 9.1, or by the Applicant pursuant to clause 9.2, the Applicant will continue to be liable to pay any instalments of the Fee that are payable to the University from the date of termination until:

- (a) the date the Term would otherwise expire, or
- (b) the date the University provides written consent to the Applicant assigning the Permit and their rights and obligations under these Terms and Conditions to a third party in accordance with clause 14.4,

whichever occurs first.

9.4 If the Permit or these Terms and Conditions are terminated in the circumstances contemplated in clause 9.3, then the Applicant will not be entitled to a refund of the Fee, or any portion of the Fee, that has already been paid to the University.

9.5 On expiry of the Permit, or termination of the Permit or these Terms and Conditions for any reason:

- (a) the University will remove the Applicant's access to the Reserved Parking Spaces; and
- (b) the Applicant must promptly return all access cards and evidences of Permit provided to it by the University pursuant to clause 3.1.

10. PRIVACY

10.1 The Applicant acknowledges that the University is bound by the Privacy Laws in respect of Personal Information received or held in connection with these Terms and Conditions.

10.2 Each Party agrees to comply with the Privacy Laws in respect of Personal Information collected or held in connection with these Terms and Conditions, whether or not that Party is bound by the Privacy Laws.

10.3 The Applicant consents, and will ensure that the Personnel from whom it collects Personal Information in connection with the Permit consent, to the University collecting, using and disclosing the Personal Information:

- (a) as required to administer the Permit; and
- (b) to exercise and enforce any rights granted to the University under these Terms and Conditions.

11. LIABILITY AND INDEMNITY

- 11.1 The parking or moving of Vehicles within the Car Park is at the Applicant’s absolute risk.
- 11.2 To the extent permitted by law, the University will not be responsible or liable for any claim, action, damage, loss, liability, cost or expense suffered or incurred by the Applicant or its Personnel in respect of:
 - (a) any loss or damage to Vehicles, the contents of Vehicles or any other property;
 - (b) the death of or injury to any person who is a passenger in or driver of a Vehicle, or who is in or around the Car Park;
 - (c) the removal of a Vehicle pursuant to clause 8.2.
- 11.3 The Applicant indemnifies the University against any claim, action, damage, loss, liability, cost or expense suffered or incurred by the University in respect of:
 - (a) the use of the Car Park by the Applicant or its Personnel;
 - (b) the Vehicles or their drivers or passengers, whether or not in the Car Park, and whether or not the Vehicles are driven by the Applicant or its Personnel;
 - (c) any breach by the Applicant or its Personnel of these Terms and Conditions.
- 11.4 The University is not obliged to check the identity or authority of any person driving a Vehicle into or attempting to remove it from the Car Park.

12. FORCE MAJEURE

- 12.1 The University shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to Force Majeure.
- 12.2 The University shall notify the Applicant as soon as practicable of any anticipated delay due to Force Majeure. The performance of each Party’s obligations under these Terms and Conditions shall be suspended for the period of the delay due to Force Majeure.
- 12.3 Notwithstanding any provision of these Terms and Conditions, if a delay due to Force Majeure exceeds thirty (30) days, the Applicant may terminate these Terms and Conditions by providing the University with written notice.

13. NOTICES

- 13.1 A notice in connection with this Agreement must be in writing and sent to the address of the receiving Party in the Application or, where the receiving Party is the University, to the IC Management office via the methods below:

Attention:	Parking Co-ordinator
Mailing:	Innovation Campus IC Management Office

Squires Way North Wollongong NSW 2500
Email: ic-servicedesk@uow.edu.au

14. GENERAL

14.1 Entire Agreement

These Terms and Conditions supersede all previous oral or written communications, understandings or agreements between the Parties in respect of its subject matter and embodies the entire agreement between the Parties.

14.2 Governing Law and Jurisdiction

These Terms and Conditions will be interpreted under and governed by the laws of New South Wales.

The Parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.

14.3 Variation

A variation of these Terms and Conditions must be in writing and signed by the authorised representatives of each Party.

14.4 Assignment

The Applicant must not assign, novate, transfer, sublicense or otherwise deal with its rights or obligations under the Permit and these Terms and Conditions without the prior written consent of the University. It will be a condition of the University consenting to any assignment that the proposed assignee enters into an agreement with the University on the terms and conditions in relation to the grant of the Permit as are current at the date of assignment.

14.5 Relationship

These Terms and Conditions do not create any legal partnership, trust, joint venture, agency or employee relationship between the Parties. A Party may not enter into any agreement or incur any liabilities on behalf of the other Party and may not represent to any person that it has authority to do so.

14.6 Waiver

No failure or delay by either Party to exercise a right or remedy under these Terms and Conditions shall be construed or operate as a waiver of that right or remedy. A right or remedy under these Terms and Conditions can only be waived by notice in writing signed by the Party waiving the right. A waiver by one Party under this clause does not prejudice its rights in respect of any subsequent breach of these Terms and Conditions by the other Party.

14.7 No Disadvantage

No part of these Terms and Conditions is to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

14.8 Execution

These Terms and Conditions will be deemed to be executed at the time that the Applicant signs the Terms and Conditions.

14.9 Severability

If any provision of these Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, the validity, enforceability or legality of the remaining provisions of these Terms and Conditions will not in any way be affected or impaired unless the severing of those provision/s materially alters the nature or material terms of these Terms and Conditions. The Terms and Conditions must be read in a manner which as close as possible gives effect to the original intent of the Parties.

14.10 Survival

Clause 4, 7, 8, 9, 11, and any accrued rights survive expiry or earlier termination of these Terms and Conditions

15. INTERPRETATION AND DEFINITIONS

15.1 In these Terms and Conditions, unless the contrary intention appears:

- (a) words referred to in the Application have the same meaning in the Terms and Conditions
- (b) words referring to gender include any other gender;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (e) all references to dollars or \$ are to Australian dollars;
- (f) reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by these Terms and Conditions or that other agreement or document;
- (g) reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (h) reference to the word "including" is not to be construed as an expression of limitation;
- (i) reference to a right or obligation or any two or more persons confers that right or imposes that obligation jointly and severally;
- (j) words referring to a person include a partnership and a body whether corporate or otherwise;
- (k) reference to conduct includes any omission or negligent act;
- (l) where any conflict arises between the terms and conditions contained in these Terms and Conditions and any part of the Schedules (and attachments if any), the terms and conditions of the Terms and Conditions prevail; and
- (m) where an act is required to be performed or a payment required to be made on a day that is not a business day, the act will be required to be performed or the payment required to be made on the following business day.

15.2 In these Terms and Conditions:

- (a) **Applicant** means the person indicated as such on the Application;
- (b) **Application** means the Application for IC Commercial Reserved Parking on page 1 of these Terms and Conditions;
- (c) **Campus** means any land which, for the time being, is the property of the University or in its possession or under its control, together with any building or other erection or construction of any kind whatsoever, whether permanent or temporary, standing on or affixed to such land or any part thereof;
- (d) **Campus Access and Order Rules** means the rules that regulate access to University held property which are publicly available at <https://www.uow.edu.au/about/policy/UOW058655.html>, or any variations, later versions or new policies that apply to the same subject matter as notified by the University to the Applicant from time to time;
- (e) **Car Park** means the car park indicated on the Application, which includes the Reserved Parking Spaces;
- (f) **Fee** means the amount payable to the University by the Applicant in consideration for the Permit as detailed in the Application;
- (g) **Force Majeure** means:
 - (i) an act of God;
 - (ii) fire;
 - (iii) lightning;
 - (iv) explosions;
 - (v) flood;
 - (vi) subsidence;
 - (vii) insurrection or civil disorder or military operations, government or quasi-government restraint;
 - (viii) expropriation, prohibition, intervention, direction or embargo;
 - (ix) inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities;
 - (x) strikes, lock-outs or other industrial disputes of any kind; or
 - (xi) any other cause whether similar or not to the foregoing,outside the affected Party's control.
- (h) **NSW Traffic Laws** means all laws and regulations that govern traffic and parking in the jurisdiction of New South Wales;

- (i) **Permit** means, in respect of the Reserved Parking Spaces, the exclusive right to access and use those spaces;
- (j) **Personnel** means an agent, employee or contractor of the Applicant whom the Applicant has permitted to access and use a Reserved Parking Space in accordance with these Terms and Conditions;
- (k) **Personal Information** has the meaning given in the Privacy Laws;
- (l) **Privacy Laws** means the *Personal Information and Privacy Protection Act 1998* (NSW), the *Health Records and Information Privacy Act 2002* (NSW), and any other applicable privacy regulations, laws or policies;
- (m) **Reserved Parking Space** means each reserved parking space allocated under the Permit, as specified in the Application;
- (n) **Term** means the term of the Permit as specified in the Application;
- (o) **Terms and Conditions** means this document including these Terms and Conditions, the Application, and any attachments/annexures;
- (p) **University** means the University of Wollongong (ABN 61 060 567 686), of Northfields Avenue, University of Wollongong, NSW 2522, Australia; and
- (q) **Vehicle** means a vehicle owned by or under the use, care or control of the Applicant, or the Applicant's Personnel.

ANNEXURE A: CAMPUS ACCESS AND ORDER RULES

For further information on parking: <http://www.uow.edu.au/parking/index.html>

Extract from Campus Access and Order Rules - Traffic and Parking Control (Section 5, Clauses 1 – 16). To see full Rules:

<http://www.uow.edu.au/about/policy/UOW058655.html>

“Traffic and Parking Control Preamble”

1. These Rules provide for the orderly movement and parking of vehicles and bicycles on Campuses. Failure to comply with the Rules may result in fines, loss of parking privileges and/or disciplinary procedures.
2. The following parking strategies (mechanisms) will be applied to Campuses as approved by the Chief Administrative Officer. Parking on all Campuses is limited and strategies will be applied appropriately at each Campus to ensure effective parking and traffic management.

Entry Permits (for UOW, Reserved, Motorcycle)

- 2.1. Bays are set aside for UOW permit parking between the hours of 8.30am - 6.30pm Monday - Fridays. Outside of these times parking in Permit Carparks are unrestricted with no fee applicable. (Note this excludes the Parking Stations, Disabled and Reserved spaces)

Parking Stations

- 2.2. Varied parking fees apply to the Parking Stations at various times.

Pay & Display Ticket Bays

- 2.3. Time based parking fees apply to Pay & Display ticket bays between the hours of 8.30am-6.30pm Mondays to Fridays. Outside of these times parking in ticket bays/carparks is unrestricted with no fee applicable.

Traffic Access to Campus

3. Subject to compliance with these rules pedestrians, bicycles and vehicles may have access to the Campus for legitimate University related activities.
4. Travelling and parking on the Campus shall be at the risk of the entrant.
5. The University or its agents shall not be responsible or liable for any injury, damage or loss (including consequential loss) no matter how it is caused or sustained.
6. The University or its agents shall not be responsible or liable for any loss, injury or damage to any person or vehicle caused or contributed to by the fault and neglect or negligence of the University while that person or vehicle is travelling, standing or parked on the Campus.
7. It is a condition of entry to the Campus that all entrants shall indemnify the University or its agents from all claims, actions or demands brought by, for or on behalf of the entrant or any third party arising out of injury, damage or loss sustained to the entrant or the entrant's vehicle or caused by the fault or negligence of the entrant in the use or operation of parking of a motor vehicle or bicycle on the Campus.
8. The entrant indemnifies the University and its agents for any claim for damage or loss howsoever caused to any vehicle brought onto the Campus by the entrant and whether such damage is caused by the fault or neglect of the University;
9. The entrant acknowledges that he shall be deemed to be the agent of the owner of any vehicle that he or she brings onto the Campus and that the owner is aware of the Campus Access and Order Rules and particularly the Traffic and Parking Control Rules and the owner has agreed to be bound by these rules.
10. Vehicles and bicycles shall at all times comply with all road markings, signs and directions of authorised persons.

Traffic Rules

11. The New South Wales Road Rules apply to vehicles and bicycles on the Campus.
12. All vehicles shall observe posted speed limits.
13. Where a vehicle or bicycle is stopped by an authorised person in relation to a breach of the driving rules or due to the manner in which the vehicle is driven, for identification purposes the authorised person may demand the licence or other suitable identification of the driver or rider.
14. Vehicles and bicycles shall at all times give way to pedestrians on Campus.

Restricted Parking Areas

15. The University car parks are approved Restricted Parking Areas, under the New South Wales Road Rules. These conditions apply at all times.
16. Parking restrictions apply as signposted.”

Failure to abide by the Campus Access and Order Rules for Traffic and Parking Control or to observe posted signs may result in an infringement notice being issued by an “Authorised Person”. State Debt Recovery Office (SDRO) processes all infringements issued.