

GENERAL CONDITIONS

1. Following approval of the application, and subject to compliance with the General Conditions set out below, Tasmanian Ports Corporation Pty Ltd ("**TasPorts**") will issue you with a permit(s) to occupy a reserved car space(s) in the Area described above. Permits are issued for 24/7 use, unless otherwise specified, and are subject to these General Conditions.
2. TasPorts will provide a maximum of 2 (two) permits per reserved car space. It is your responsibility to ensure a permit is affixed properly to the vehicle(s) notified to TasPorts.
3. Permits must be affixed to the bottom left side of the front windscreen on a clear untinted area and be clearly visible from outside the vehicle.
4. Old permits are to be removed before placement of the new permit.
5. As the car parking Area uses written permits which must be displayed by customers, and parking validity is monitored and enforced by the City of Hobart based upon the written permits displayed on parked vehicles, it is a condition of these General Conditions that you ensure that the permit is displayed in accordance with clauses 3 and 4. Failure to properly display a permit in accordance with this clause may result in an infringement notice being issued by the City of Hobart. If you receive an infringement notice and consider that it has been wrongly issued, you are requested to notify us in writing via email: property@tasports.com.au.
6. No responsibility is or will be taken by TasPorts for the loss of or any damage to any vehicle, irrespective of how such loss or damage may have been caused, save and except if the damage is directly caused by TasPorts or any of its agents.
7. Vehicles are to be parked in the allocated Area only. If you are displaced from your designated car space you may park your car in the nearest '2P Voucher' area. **IMPORTANT: If you do need to park in a 2P Voucher area, please notify TasPorts on 1300 366 742 immediately of your location and vehicle registration number to avoid a parking infringement being issued.** If you receive an infringement notice and consider that it has been wrongly issued, you are requested to notify us in writing via email: property@tasports.com.au.
8. It is the drivers' responsibility to take note of any parking restrictions or changes to parking conditions. TasPorts will endeavour to notify you promptly regarding events or parking changes that may occur.
9. If you wish to relinquish your permit(s) you must provide not less than thirty (30) days written notice to TasPorts. Fees will continue to apply up to and including the date you relinquish your permit(s) or by thirty (30) days after such notice is received, whichever is later.
10. If you cease to own the vehicle, the permit must be removed. If you purchase another vehicle and wish to park it in the reserved Area, you must notify TasPorts' on 1300 366 742 or via email: property@tasports.com.au as soon as possible regarding your new vehicular details.
11. If a permit is lost or destroyed a replacement permit may be issued on payment of \$40. An Application for a Replacement Parking Permit must be completed and a receipt of payment confirming the sum of \$40 attached and submitted. Satisfactory information about the loss or destruction of the permit must be provided with the application form to TasPorts.
12. Once relinquished or cancelled, permits must be returned to TasPorts immediately thereafter.
13. Permit fees are **payable monthly in advance** either by credit card, direct deposit or cheque. Payment is due 14 days from date of invoice.
14. Interest of 1.5% per month may be charged if payment is not made within 14 days from the date of invoice and you will also be liable for any collection, bank and/or legal costs incurred by TasPorts in the recovery of any overdue amounts.
15. You agree that your permit may be cancelled by TasPorts by giving you written notice if you do not comply with any of these General Conditions.
16. Either party (You or TasPorts) may terminate this agreement at any time for its sole convenience, and for any reason without liability to the other party, by giving thirty (30) days written notice to the other party. The termination will be effective from the date stated in the notice.
17. You hereby give TasPorts permission to obtain or provide personal information as permitted by the Personal Information Protection Act 2004 (Tas) about you with a credit reporting agency for the purpose of enforcing any infringement notice. This permission will remain in force for the duration of the permit period.
18. You acknowledge and agree that certain areas may not be available for use during special events (including but not limited to the Sydney to Hobart Yacht Race, the Wooden Boats Festival, cruise and naval ship visits, and the Taste of Tasmania Festival) ("**Special Events**") and that you may be required to vacate the Area and not use it during one or more Special Events as notified to you by TasPorts in writing from time-to-time. Within 7 days of TasPorts' notice you agree that you will

vacate the Area and not use it for the notified period. You also acknowledge and agree that TasPorts may, in its notice to you, provide you with an alternate car space at a different area for the duration of the Special Event but that this may not always be possible, and that any failure by TasPorts to provide you with an alternate car space will not be a breach of these General Conditions. The parties acknowledge and agree that the Monthly Fee has been calculated having regard to the disruption that Special Events may cause.

19. It should be noted that for safety reasons, TasPorts' policies, procedures and State law require clear vehicular access to be maintained at all times. Parking spaces have been laid out to comply with this requirement. Any vehicle which is parked compromising these safety requirements may be issued with a parking infringement notice and may be towed away at the owner's expense, if necessary.