

# Simplify Parking



## Advantage Parker Application Form

Plan before you Park  
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# Advantage Parker™ Application



PLEASE COMPLETE FRONT/BACK OF THIS FORM

S & K CAR PARK MANAGEMENT PTY LIMITED ("S+K") (ABN 31 669 236 037)

## 1. Applicant Details

CUSTOMER FULL NAME:																								
BUSINESS NAME:																								
ABN/BUSINESS NUMBER:																								
TYPE OF APPLICATION:	COMPANY	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	INDIVIDUAL	<input type="checkbox"/>																		

*It is essential that you advise us of the name of your company, partnership or business. You must also supply us with your ABN, your corporate identifying number in Australia for GST purposes.*

CONTACT NAME:																										
PHONE NUMBER:													FAX NO.													
EMAIL ADDRESS:																										
TRADING ADDRESS:																										
CITY													STATE			POST CODE										

## 2. Director/s, Principal/s or Partner Names & Addresses (Only if applying as a business, partnership or company)

NAME 1:																										
HOME ADDRESS:																										
CITY													STATE			POST CODE										
HOME PHONE NUMBER:													MOBILE:													
NAME 2:																										
HOME ADDRESS:																										
CITY													STATE			POST CODE										
HOME PHONE NUMBER:													MOBILE:													

Have any of the above mentioned persons been declared bankrupt or had a petition of bankruptcy served upon them? **YES** | **NO**

## 3. Acknowledgement of Terms & Conditions

I/We signify that I have read and understood the terms and conditions (back) and understand that the use of the advantage parker is subject to these terms and conditions of use. I/We understand that S+K will use this application and the information I/We have provided to assess whether S+K will trade with me/my organization on a delayed payment basis. I/We confirm that all information provided in this application is accurate, correct & truthful to my/our knowledge. I/we understand that any false statements made in this application may result in prosecution and details will be provided to the police. I/We warrant that I/We have full authority to sign and make this application on behalf of the applicant. You also understand that you must be on Auto Payments for ongoing invoice payments.

Signature of Authorized officer 1	Signature of Authorized officer 2	Signature of Witness
_____	_____	_____
Full Name and Date	Full Name and Date	Full Name and Date
_____	_____	_____

**SIMPLY COMPLETE PAGES 1 TO 3 & FAX TO:**

**FAX:**

NSW (02) 9954 1032  
 QLD (07) 3229 2059  
 VIC (03) 9670 0212  
 SA (08) 8223 4003

Please visit our website [www.secureparking.com.au](http://www.secureparking.com.au) to view our Privacy Policy.

# Automatic Payment Request

Ref Number: \_\_\_\_\_

(Internal Customer Account Number)

Please complete, sign and return to us. This form is to authorise us to debit your account with another financial institution

**Please debit my nominated bank account:**

Name of financial institution

Address of financial institution

Account name

Branch number (BSB)

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Account number

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**Please debit my credit card:**

**Type of Credit Card:** Visa / Mastercard / Bankcard / Amex / Diners

Card Holders Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Credit Card Number

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Expiry Date

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## Service Agreement

I/we request you, S & K Car Park Management Pty Ltd referred to below as S & K (User ID 167476), ABN: 31 669 236 037, until further notice in writing, to debit my account described above.

I understand and acknowledge that:

1. My nominated financial institution may in its absolute discretion decide the order of priority of payment by it of any moneys pursuant to this request or any authority or mandate.
2. S & K may, in its absolute discretion, at any time by notice in writing to me, terminate this request as to future debits.
3. S & K may, by prior notice in writing to me within 14 days, vary the timing of future debits.
4. I can modify or defer this regular Direct Debit Request at any time by giving Secure Parking 14 days notice, in writing
5. I can stop or cancel the regular Direct Debit Request at any time by giving S & K 14 days notice in writing. I need to do this by the 25th day of the month for cancellation to take effect in the following month.
6. If at any time I feel that a direct debit against my nominated account is inappropriate or wrong it is my responsibility to notify S & K in writing as soon as possible. Please contact the Customer Service Team on 1300 727 483.
7. We deal with any dispute under clause 6 of this agreement within 5 working days of receiving your written complaint or notification.
8. If the day on which you must make any payment to us is not a business day; we draw on your account under the Direct Debit Request on the previous working day before the date due.
9. Direct debiting is not available on all accounts. I can check my account details against a regular statement or check with the financial institution as to whether I can request a direct debit from my account.
10. It is my responsibility to ensure that there are sufficient cleared funds in my nominated account to honour the DDR. I understand that the DDR will be automatically cancelled if three direct debit payments are dishonoured because of insufficient funds within a 12-month period. S & K will give me 14 days notice in writing if they intend to cancel my DDR. S & K will also charge the cost of dishonoured direct debits against my account.
11. S & K may need to pass on details of my direct debit request under the following circumstances:
  - To their sponsor bank to assist with the checking of any incorrect or wrongful debits to my nominated account,
  - I consent to the disclosure; or
  - They are required to disclose the information by law.

Names

Signatures

Date



# ADVANTAGE PARKER LICENSE AGREEMENT – PLEASE READ BELOW BEFORE SIGNING THIS AGREEMENT.



- A. S+K operates a billing convenience system known as Advantage Parker™ that is available to customers of car parks operated by companies in the S+K Group, which includes Secure, Kings and S+K itself.
- B. The Customer has completed and submitted to S+K an application to open an Advantage Parker™ account.
- C. When the Customer parks a vehicle in a car park operated by an Operator, the Customer enters into an agreement for the supply of the car parking services with the relevant Operator.
- D. The Operators have each appointed S+K as their respective agent to operate the billing convenience service known as Advantage Parker™ and to manage the billing of Car Parking Services supplied by them and to issue tax invoices on their respective behalves.
1. Interpretation
- 1.1 Where used in this agreement, the following expressions shall have the following meanings unless the context requires otherwise:  
“Advantage Parker” means the car parking billing convenience service supplied by S+K.  
“Application” means the application for an Advantage Parker™ account completed and submitted by the customer to S+K.  
“Card” means an Advantage Parker™ card issued by S+K.  
“Card Holder” means any person to whom a Card has been issued at the request of the Customer.  
“Card Limit” means the maximum amount of Parking Fees that may be charged to a Card as notified by S+K to the Customer from time to time.  
“Car Parking Services” means the car parking services supplied by Operators to the Customer or a Card Holder as the case may be.  
“Customer” means the person, company or other entity in whose name the account was opened following S+K’s acceptance of an Application.  
“Default Rate of Interest” means the rate of interest quoted by the Commonwealth Bank of Australia from time to time on commercial overdrafts of \$100,000.00 plus 2% per annum. Such interest shall accrue daily and be capitalised annually.  
“Insolvency Event” means if the Customer enters into bankruptcy, provisional liquidation, liquidation, receivership, receiver and manager ship, voluntary administration or if a “controller” (as defined in the Corporations Act 2001 (Cwth)) is appointed to the Customer or if a mortgagee takes possession of any assets of the Customer whether by itself or by an agent or if the Customer ceases to trade or is unable to pay its debts as they fall due or if the Customer makes a compromise with its creditors or enters into a scheme of arrangement.  
“Operator” means any company in the S+K Group, as the case may be, as operators of their respective participating car parks.  
“Parking Conditions” means the terms and conditions of entry and use of the car parks operated by the Operators as published by the Operators or displayed at their respective car parks from time to time.  
“Parking Fees” means fees payable by the Customer to Operators for the supply of Car Parking Services to the Customer or a Card Holder as the case may be.  
“Secure” means Secure Parking Pty Limited.  
“Service Fees” means the fees payable by the Customer to S+K for the provision of the Advantage Parker™ convenience billing service as provided under this agreement.  
“S+K” means S & K Car Park Management Pty Limited (ABN 94 108 043 689).  
“S+K Group” mean the following companies, namely: Secure Parking Pty Limited (ABN 65 002 041 581), Secure Parking (VIC) Pty Limited (ABN 31 060 645 409), Secure Parking (QLD) Pty Limited (ABN 93 060 113 037), Secure Parking (NSW) Pty Limited (ABN 66 060 112 932), Secure Parking Management Pty Limited (ABN 79 050 580 106), Kings Parking Corporate Pty Limited (ABN 73 010 709 065), Kings Parking (VIC) Pty Limited (ABN 38 010 725 934), Kings Parking Queensland Pty Limited (ABN 12 010 473 097), Kings Parking (NSW) Pty Limited (ABN 38 010 746 184), Kings Parking Metrotrans Pty Limited (ABN 44 010 524 633), Boulevard Parking Pty Limited (ABN 22 079 731 874) and S+K.  
“Statement” means a statement issued by S+K to a Customer in respect of the Service Fees and the Parking Fees at the end of each calendar month and on termination of this agreement.  
“Transaction Slip” means a written record of the Car Parking Services supplied to the Customer and the Parking Fees, GST and other duties and taxes (if any) payable in consequence of such supply.
2. S+K On its Own Account and as Agent for Secure and Kings
- 2.1 The parties acknowledge and agree that S+K enters into this agreement as trustee for the S+K Unit Trust and as agent for the Operators. The Operators are not agents for S+K.
3. Application of these Terms and Conditions
- 3.1 The agreement between S & K Car Park Management Pty Limited consists of the following documents:  
(a) These terms and conditions; and (b) The provisions of the Application, which documents apply to the exclusion of all previous and other documents. In the event of any inconsistency between these terms and conditions and the Application, these terms and conditions shall prevail.
4. Acceptance of Application
- 4.1 S+K shall be deemed to have accepted an Application from the Customer if S+K:  
(a) issues a Card to the Customer; (b) advises the Customer of the applicable Card Limit or (c) otherwise advises the Customer in writing of its acceptance, whichever is the earlier.
5. Advantage Parker™ Cards
- 5.1 If S+K accepts an Application, it will issue a Card to:  
(a) the Customer; and/or (b) any individual Card Holder nominated by the Customer in the Application.
- 5.2 Upon receipt of a Card, the Customer must immediately sign it in the space provided.
- 5.3 The Customer must procure that on receipt of their Cards, all Card Holders immediately sign them in the space provided.
- 5.4 The Customer acknowledges and agrees that the Operators shall not be bound to accept usage of a Card when presented at a car park unless it has been signed. The Customer also acknowledges and agrees that comparative proof of identity or signature may also be requested of a Customer and any Card Holder at points of exit in participating car parks.
- 5.5 At the written request of the Customer, S+K may, but shall not be obliged to, issue additional Cards to additional Card Holders. The Customer will comply with such requirements as S+K may notify the Customer.
- 5.6 A Card may only be used by its signatory, i.e. the Customer or Card Holder who has signed it, respectively. Cards are not transferable.
- 5.7 All Cards remain the property of S+K at all times.
6. Advantage Parker™ Services
- 6.1 The services to be provided by S+K to the Customer under this agreement are available only at participating car parks of the Operators.
7. Compliance with Parking Conditions
- 7.1 The Customer must comply with all Parking Conditions at all times and must procure that all card Holders do so.
8. Card Holders
- 8.1 The Customer must procure that all Card Holders comply with the terms of this agreement and all Parking Conditions from time to time.
- 8.2 The Customer is wholly and solely responsible for the use, acts and omissions of Card Holders nominated by the Customer. This clause shall not prevent S+K or an Operator from taking such action it deems fit in respect of any negligence or other tort or breach of statutory duty by a Card Holder.
9. Replacement and Renewal of Cards
- 9.1 Security and management of Cards is the sole responsibility of the Customer. The Customer must take all reasonable steps to prevent the unauthorised use of its Card(s).
- 9.2 In the event a Card is damaged, lost or stolen, the Customer is liable to pay all amounts charged to the Card until such time as the Customer notifies S+K.
- 9.3 The Customer may apply for a replacement Card in the event that the customer can demonstrate to the reasonable satisfaction of S+K that its Card was damaged, lost or stolen. If S+K determines to re-issue a Card the Customer shall pay the fee for a replacement card published by S+K from time to time.
10. Variation of this Agreement
- 10.1 S+K may notify the Customer at any time in writing that it proposes to vary the terms of this agreement and/or the Service Fees as from a specified future date (in this clause, the “Trigger Date”). A Trigger Date must not be less than 30 days subsequent to the date of the notice.
- 10.2 The Customer may, on receipt of a notice of variation issued by S+K under

the preceding sub-clause, notify S+K in writing prior to the Trigger Date that it terminates this agreement, whereupon the provisions of clause 18 apply. If the Customer fails to terminate this agreement prior to the Trigger Date the Customer shall be deemed to have accepted the variation

#### 11. Parking Fees

11.1 On and from the time S+K sends a Card to the Customer, the Customer accepts liability for all car parking services charged to that Card, irrespective of whether:

- (a) the Card is signed or not; (b) the Card is used by an unauthorised person; or (c) the Card is used fraudulently.

11.2 The parties acknowledge and agree that:

- (a) the Operator in each case is the supplier of the relevant Car Parking Services to the Customer as a principal; (b) the Operator remains at all times the legal and beneficial owner of all debts for Parking Fees which are owed by the Customer in respect of Car Parking Services rendered to the Customer and Card Holders at the car parks operated by the Operator, notwithstanding that they are billed by S+K; (c) the supply of Car Parking Services to the Customer is governed in each case by the Parking Conditions published by the relevant Operators from time to time and /or displayed by it at their participating car parks. This agreement does not alter those Parking Conditions; and (d) If a Customer charges Parking Fees payable to Secure and/or Kings to a Card, S+K will process, administer and manage the billing and collection of those amounts as the agent of Secure and/or Kings as the case may be.

11.3 The Customer is not required to use the Card or to park in car parks operated by the Operators, however the Card will only be accepted at car parks operated by the Operators.

12. S+K and the Operators are not liable for each others' car Parking Services, etc

12.1 The Customer agrees that the Operators are not liable to the Customer on any account whatsoever for any loss or injury including but not limited to

- (a) Personal injury or death; (b) Loss of or damage to property; (c) Loss of profit or opportunity or other economic or indirect loss of any kind, arising directly or indirectly from: (d) Car Parking Services supplied by each other; (e) breach of contract by each other; (f) negligence of each other or any other tort committed by each other; or (g) each other's statutory duty.

#### 13. Transaction Slips

13.1 The Customer (or Card Holder as the case may be) will be supplied with a Transaction Slip by the Operator at the point of exit of all participating car parks.

13.2 The Customer or Card Holder will be requested to check its content and if satisfied that the content is agreed, to sign the Transaction Slip before exiting the car park. If the Customer or Card Holder refuses to sign the Transaction Slip, an alternative method of payment of the Parking Fees will be required.

13.3 The Customer or Card Holder shall be supplied with a copy of the Transaction Slip on exiting from the car park.

13.4 The Customer acknowledges and agrees that the management, storage and safe-keeping of Transaction Slips is entirely the responsibility of the Customer.

#### 14. Invoicing and Payment of Parking Fees

14.1 The Customer will pay all Parking Fees charged to Cards issued in the name of or at the direction of the Customer (ie to Card Holders) within 14 days of the date of the Statement issued by S+K at the end of each calendar month.

14.2 Unless otherwise agreed by S+K, payment of all Parking Fees must be by means of:

- (a) direct debit from a bank account of the Customer; (b) Credit card payment by phone as noted on the Statement; or (c) cheque.

#### 15. Failure to Pay – Additional remedies of S+K

15.1 If the Customer fails to pay S+K any monies owing:

- (a) to S+K under this agreement; and/or (b) to an Operator, under this agreement by the due date for payment thereof, then without prejudice to any other rights or remedies which the relevant Operator may have under this agreement or under the Parking Conditions; (c) S+K may suspend all rights conferred on the Customer and any Card Holder by this agreement; (d) An Operator may confiscate any Card proffered to it; and

#### 16. Term and Termination

16.1 This agreement shall endure until:

- (a) either party terminates it by giving the other party 14 days written notice; (b) the Customer terminates it because it does not wish to accept a variation of the terms and conditions of this agreement as provided in clause 11; or (c) a party terminates it for default as provided in this clause.

16.2 S+K may at its option terminate this agreement by notice to the Customer if:

- (a) If the Customer fails to pay any monies owing under this agreement by the due date; (b) the Customer or any Card Holder commits any other breach of this agreement that is not rectified within 7 days of the date of the Customer's receipt of a written notice specifying the breach; or (c) the Customer suffers an Insolvency Event.

#### 17. Effects of Termination

17.1 On and from the date of termination the Customer and all its Card Holders shall not be entitled to use its/their Card(s).

17.2 The Customer must immediately return all Cards to S+K or destroy them.

- If S+K does not receive the Customer's Card(s) within 2 days of the date of termination, the Customer will be deemed to have destroyed them. If a Card is proffered to an Operator after the date of termination the Operator may retain/ confiscate the Card.

17.3 The Customer shall be liable for all Parking Fees charged to a Card after the date of termination.

17.4 S+K shall be entitled to render a Statement to the Customer in respect of all monies owing to S+K and to the Operators up to and including the date of termination and thereafter, if Parking Fees are charged to a Card after the date of termination. The Customer shall pay S+K the amount specified in the Statement immediately.

#### 18. Indemnity

18.1 The Customer will indemnify S+K and the Operators against all claims, proceedings demands and costs, including legal costs and disbursements on a full indemnity basis, incurred by S+K and/or the Operators or any of them as a direct or indirect consequence of the Customer's:

- (a) breach of this agreement or applicable Parking Conditions; (b) negligence or other tort; or (c) breach of statutory duty.

#### 19. Governing Law

19.1 This agreement is governed by the law of the Australian State in which the Customer completes the Application

19.2 The parties submit to the non-exclusive jurisdiction of the courts of NSW.

## One Convenient Parking Card for over 150 Secure Parking Car Parks

You can use your Advantage Parker card for Early Bird Parking, Weekend Parking, Evening Parking, Casual Parking, Event Parking and Long Term Parking across Australia at participating Secure Parking car parks.

For a full list of Secure Parking car parks that accept your Advantage Parker Card, please visit [www.secureparking.com.au](http://www.secureparking.com.au) and download your city's parking guide.



Plan before you Park  
[www.secureparking.com.au](http://www.secureparking.com.au)



No Parking Worries