



Victorian Pride Centre Car Park User Agreement

User Details

Car Registration		
Car Make & Model		
User Organisation Name		
User Contact Details	Full Name	
	Email	
	Phone	
Commencement Date		
Term		6 Months
Hours required		
Days required		

1. Definitions and interpretation

1.1 General

Unless the contrary intention appears, a word or expression used in this Victorian Pride Centre Car Park User Agreement and not otherwise defined in this Victorian Pride Centre Car Park User Agreement, shall have the meaning given to such word or expression in general Terms and Conditions.

1.2 Defined terms

In this Victorian Pride Centre Car Park User Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

User Details means the details of the access and user set out on in the table entitled 'User Details'.

User means the entity set out in the User Details and includes its successors at law and where consistent with the context includes its officers, employees, contractors, agents, volunteers, and invitees.

1.3 References to User Application

Any reference to the User Application of the User is taken to be a reference to the Victorian Pride Centre Parking Access Request Form upon execution of this Victorian Pride Centre Car Park User Agreement by the parties.



1.4 Interpretation

Clauses 1.2 (Interpretation) and 1.3 (Headings) of the *Terms and Conditions* apply to and are incorporated into this Victorian Pride Centre Car Park User Agreement as if set out in full (including any necessary changes to context).

2. Application

- a) The terms and conditions set out in this Victorian Pride Centre Car Park User Agreement apply to any User of the Pride Centre basement car park unless the Pride Centre determines otherwise at its absolute discretion.
- b) Despite any other term or provision in this Victorian Pride Centre Car Park User Agreement, the user acknowledges and agrees that the Victorian Pride Centre Ltd may accept or reject the use of the basement car park (by executing the Victorian Pride Centre Car Park User Agreement in respect of the user) in its absolute discretion.

2.1 Eligibility

All applicants must meet the below criteria:

- a) Insert from application
- b) Be employed/or registered as a volunteer (with checks and balances) by an organisation that is a resident of the Victorian Pride Centre
- c) Hold a current drivers licence
- d) Have car insurance

The Pride Centre reserves the right to refuse requests for use that are not aligned with the Pride Centre application to assist in ensuring safety and accessibility.

2.2 Allocation

- a) Allocation of car spaces will be prioritised for users who meet the above eligibility criteria.
- b) If there are more applicants that meet the above criteria than the number of car spaces available, then allocation will be determined by the VPC CEO in their absolute discretion.
- c) If there are less applicants that meet the above criteria than the number of spaces available, Victorian Pride Centre Ltd reserves complete discretion on the allocation of the remaining spaces and may choose to allocate these to organisations who do not meet the above eligibility or hold them as vacant.



- d) Spaces are not reserved, and parking approval does not guarantee a space will be available.

3. Renew of Use

- a) At the completion of the Term of Use, the space will be released, and go back to an Expression of Interest process, the User is not prohibited from submitting a further expression of interest.

4. Inclusions and Exclusions

4.1 Access

You will be able to access the basement subject to your request and the times allocated to your VPC security swipe. In no circumstances should you be accessing the basement outside of the hours indicated in your request. This includes using the basement for personal reasons.

4.2 Signage

- a) The Victorian Pride Centre Ltd will provide a sticker on for your vehicle dashboard, displaying an approved parking pass. We will arrange for this within 14 days of received application.
- b) Should the decal provided by us need changing or replacing at any point during the User Term, including due to general Wear and Tear, Victorian Pride Centre Ltd will arrange for this.
- c) No other signage, stickers or other materials are to be used except for the decals provided by Victorian Pride Centre. Marking or altering in any way is not permitted.

5. Security

- a) For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process, or government request, or to protect us, our tenants, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.
- b) No hazardous materials, illegal or illicit substances, drugs or drug paraphernalia, weapons of any kind, flammable items, or other offensive or dangerous items are to be placed or used in the basement at any time. Victorian Pride Centre Ltd will not be held responsible for the nature of the materials in vehicles.



- c) Victorian Pride Centre Ltd assumes no responsibility for materials lost or stolen from vehicles.
- d) You may be held liable (and do hereby authorise us to charge you) for the repair cost for all damage to our Premises and items therein caused by you.
- e) The parking permit must not be sublet to another organisation or individual. If we find that the permit is displayed on a vehicle other than the one as indicated this will result in your right to the permit being permanently revoked.

6. Conduct

- a) You must always comply with the Code of Conduct while within the Victorian Pride Centre Building.
- b) In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging, or dangerous to us, our employees or agents, other tenants, any guests or any other third parties or property of any of the foregoing.
- c) By signing this agreement, you are agreeing to the following:
 - a. You will not allow another vehicle to enter the carpark behind you without first ensuring that they are also registered to park in the basement.
 - b. You will not allow a person from the public or who does not hold a current VPC swipe pass to enter the basement while the basement roller door is in operation as your vehicle enters.
 - c. You will not allow a person from the public or who does not hold a current VPC swipe pass from entering the basement lifts.
 - d. You will ensure that as you leave the basement that you do not leave the top of the ramp until the roller door is closed and no person or vehicle can enter after you have exited the building.
- d) We do not control and are not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members or their invitees, guests, or pets, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
- e) The basement contains 3 duress buttons. It is your responsibility to be aware of their location and you are encouraged to use these if you feel unsafe at anytime.

7. Cancellation or Termination

7.1 Cancellation generally



- a) The parties acknowledge and agree that this clause 7 sets out the rights of the Victorian Pride Centre Ltd and the User in respect to the cancellation of a Parking Access Pass by the User and prevails to the extent of any inconsistency with clause 7 (Cancellation or postponement of the User) of the Terms and Conditions.
- b) The Victorian Pride Centre Ltd reserves the right to refuse to accept or approve any additional or future User requests made by the User if:
 - (i) the Victorian Pride Centre Ltd cancels or postpones an Agreement of the User for any reason under this clause 7; or
 - (ii) the User breaches a material term of this Victorian Pride Centre Car Park User Agreement or the Terms and Conditions; or
 - (iii) the User owes any outstanding fees or charges in connection with its access (as increased or varied in accordance with this Victorian Pride Centre Car Park User Agreement or the Terms and Conditions).
- c) Notwithstanding anything in this clause 7, cancellation or postponement of any User is subject to the cancellation policy (if any) of the Victorian Pride Centre as amended from time to time.

7.2 Cancellation by the User

- a) If the User interrupts, postpones or cancels the Car Park User Agreement (in whole or in part) for any reason:
 - (i) In addition to any other indemnity in this Victorian Pride Centre Car Park User Agreement, the User indemnifies and must keep indemnified the Victorian Pride Centre Ltd in respect of and must pay to the Victorian Pride Centre Ltd upon demand any Loss that the Victorian Pride Centre has incurred due to the cancellation, interruption or postponement of the Booking that the Victorian Pride Centre would not otherwise have incurred (which includes any consequential loss or loss of revenue of the Pride Centre).

7.3 Cancellation by the Victorian Pride Centre Ltd

- a) The Victorian Pride Centre Ltd reserves the right to cancel or postpone a User for any reason not within the Victorian Pride Centre Ltd.'s reasonable control. The Victorian Pride Centre Ltd may also cancel or postpone a request for any other reason by giving the User reasonable notice in writing.
- b) If:
 - (i) the User materially breaches this Victorian Pride Centre Car Park User Agreement; or



- (ii) the User engages in any misconduct in connection with the Victorian Pride Centre Ltd, the Victorian Pride Centre Building or the designated area (as determined by the Victorian Pride Centre Ltd acting reasonably),

then the Victorian Pride Centre Ltd may interrupt, cancel, or postpone the request immediately and without notice to the User.

8. Additional terms

- a) The parties acknowledge and agree that the additional terms or conditions described in the Additional Terms section of the User Details apply to the Agreement and prevail to the extent of any inconsistency with the other terms of this Victorian Pride Centre Car Park User Agreement or the Terms and Conditions (unless specified otherwise).

9. Inconsistency

- a) In the event of any inconsistency between this Victorian Pride Centre Car Park User Agreement and the Terms and Conditions, this Victorian Pride Centre Car Park User Agreement prevails to the extent of the inconsistency.

Executed as an agreement

Victorian Pride Centre Ltd

Signed for and on behalf of Victorian Pride Cent Ltd ACN 615 432 838 by an authorised representative in the presence of

Signature of officer

Name of officer (print)

Office held



User – strike out unused signature blocks as applicable.

Signature of duly authorised individual or officer

who states that they are duly authorised to sign on behalf the organisation/group

Name of duly authorised individual or officer (print)