

Sharks Member & VIP Parking - NRL Season Parker Agreement General Terms

An Application, together with these NRL Season Parker Agreement General Terms, forms an agreement between Cronulla Sharks ACN 002 692 186/ABN 86 002 692 186 (Sharks) and the person referred to in the Application (You), within the Point to Point Parking station, referred to in this agreement as **Bay Central Parking**. Where there are conflicts between this agreement and the Terms of Conditions of Point to Point Parking, the latter will prevail.

1. In this Agreement, unless the context requires otherwise:

Access Tickets means any form of access ticket, ezy-ticket, SMS, etc

Agreed Number means the number of parking spaces shown in the Application, as may be varied from time to time in accordance with this Agreement.

Application means the NRL Season Parker ticket purchased by you for a season NRL Space that has been approved and accepted by the Sharks (as may be amended by agreement between the parties from time to time).

Authorised Access Hours means the authorised hours of entry.

Authorised Parker means a third party who parks a Vehicle in a Parking Space with your authorisation.

NRL Match Day means any regular match day the Cronulla Sharks NRL (Mens) team, plays a home match at PointsBet Stadium. This excludes finals matches and trials. The match day

commences 3 hours prior to the advertised gates opening time and concludes 1 hour post full-time.

NRL Season Parker means any person who is granted a licence by the Sharks to occupy a Parking Space in the designated Sharks parking area of the Woollooware Bay Precinct car park

NRL Season Parker Licence has the meaning given to it in clause 5.1.

Permanent Game Day Parking Space means a car park space licensed to you under this Agreement.

Vehicle means your registered vehicle, that you use to access Bay Central Parking.

Words importing persons include bodies corporate and vice versa. Any indemnity or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

2. Agreement

2.1 By completing and submitting the Application to the Sharks, you agree that if the Application is approved and accepted by the Sharks, you will be bound by:

- (a) this Agreement;
- (b) the terms and conditions of the Bay Central Car Park displayed at the entry to the Car Park;
- (c) the [Sharks Privacy Policy](#); and
- (d) the [Sharks Website Terms of Use](#).

3. Amendments to this Agreement

3.1 The Sharks may vary the terms of this Agreement by notice to you and such variations will take effect immediately after the notice is given. Notice of any amendments to this Agreement may be provided to you (a) directly; (b) through a prominent notice on the [Cronulla Sharks website](#). Please check the Cronulla Sharks website regularly to ensure you are aware of any updates to this Agreement.

4. Application of this Agreement

4.1 The Sharks offer NRL Season Parking Spaces only on the terms and conditions of this Agreement.

4.2 As soon as your Application is processed and approved and accepted by The Sharks you will automatically be bound by these terms and conditions.

5. Licence to park

5.1 Subject to your payment of all amounts due to the Sharks under this Agreement, the Sharks grant you a non-exclusive licence to park the Vehicle in an NRL game day allocated parking area within the Bay Central Car Park during the Authorised Access Hours for the term of this Agreement (NRL Season Parker).

5.2 You may terminate the NRL Season Parker Licence at any time, however you will not be eligible for a refund.

5.3 The Sharks may terminate this Agreement by giving you five days' notice. If you breach any term of this Agreement, and fail to remedy such a breach within two days of receiving notice from the Sharks to do so, the Sharks may, without prejudice to its other rights hereunder, terminate this Agreement with immediate effect.

6. Bay Central and Cronulla Sharks Car Park allocation

6.1 You only have the right to use a parking space within the Sharks allocations of the Bay Central Car Park if you have elected, and the Sharks has approved, a space as set out in your Application.

6.2 The Sharks may, from time to time:

(a) if it considers it reasonably necessary for the safe and efficient operation of the allocated Sharks parking spaces within Bay Central Car Park, on notice allocate you an alternative Permanent Game Day Parking Space at an outside parking station.

(b) amend your Permanent Game Day Parking Space location (Space Change). Notice of the Space Change will be provided to you by The Sharks in accordance with clause 11.6.

6.3 Without limiting Sharks rights under clause 6.2, The Sharks may also at its discretion provide a parking space on the terms of this Agreement at a designated nearby car park instead of the Bay Central Car Park specified in your Application. Reallocation to a nearby car park is at The Sharks sole discretion and may be made for operational reasons, including but not limited to, damage to or closure of any of the Bay Central Car Park, road closures or other operational reasons affecting the operation of the car park. Upon reallocation by the Sharks, any necessary changes shall be deemed made to your Application. For the avoidance of doubt, your use of a NRL Season Game Day Parking Space to which you have been allocated in another car park is still subject to the terms and conditions of this Agreement.

7. Vehicle access

7.1 Before parking a Vehicle you must ensure you have in your possession, the relevant parking pass for the designated NRL match or access to your ticket electronically.

7.2 You acknowledge, that in circumstances where you park more than the agreed number of Vehicles in the Bay Central Car Park during a NRL game day, you agree to pay for parking will be liable to pay the daily tariff rates for casual parking at the relevant Car Park at the time those vehicles were parked in the Bay Central Car Park. The Sharks may require you to pay this amount on-site.

7.3 As a condition of granting such access to the Bay Central Car Park, the Sharks may charge you the casual parking fee and terminate your NRL Season Parking

7.4 If you are not in possession of your NRL Season Parking Pass ticket, or electronically on your device, then you will not be able to access the Sharks allocated car spaces.

8. Payment

8.1 You must pay the Sharks NRL Season Parking Pass at the time of application. The Sharks may charge a reasonable fee for processing payments made by credit card.

8.2 Any other purchase, receipt, consumption, GST, sales tax, levy, or any other duty tax or other impost that may be imposed in respect of any Permanent Game Day Parking Space or upon car parking or upon using the Bay Central Car Park, or upon this Agreement or anything supplied under this Agreement, is not included in the NRL Season Parking Pass or other fees that may be charged to you from time to time.

9. Parking and related obligations

9.1 You agree with the Sharks:

(a) that your obligation to pay any amount, fee or charge set out in this Agreement arises at the time specified for payment of that amount, fee or charge or, if no time is specified, on the completion of the services to which that amount, fee or charge relates.

(b) to pay Sharks reasonable charges for any additional service (such as battery charging, call-out or after-hours exit) The Sharks may provide to you from time to time.

(c) to pay interest on demand to Sharks in respect of any amounts, fee or charge not paid when due under this Agreement. Interest is to be calculated daily at the cash target rate published by the Reserve Bank of Australia from time to time plus a margin of 3% per annum. If that rate is unavailable The Sharks may choose a reasonably equivalent rate.

(d) to comply with all the rules and regulations relating to the management and use of the Bay Central Car Park and to obey all lawful directions given by the Sharks and Bay Central Car Park and in particular, those applicable to the possession and use of the Car Park access ticket, speed restrictions, traffic flow directions and areas designated as being either "no parking" or "reserved parking". The conditions of parking displayed at the entrance or within the Bay Central Car Park from time to time shall be deemed to be incorporated in this Agreement so far as they are not varied by or inconsistent with the express terms of this Agreement.

(e) to use the Bay Central Car Park only during the Authorised Access Hours for Sharks Members and VIP customers, as outlined in this agreement.

(f) (if applicable) to allow Bay Central Car Park to access for any lawful purpose (including but not limited to carrying out repairs in the Car Park) any part of which you may be entitled to access

but Woollooware Bay would not for any reason be entitled to access but for this clause.

(g) to ensure that any Authorised Parker complies with all obligations of this Agreement in respect of parking, access and conduct, as if they were you.

(h) that the Sharks may act on and you will be bound by any person appearing or purporting to act on your behalf in respect of all matters to do with this Agreement including its variation and termination.

(i) to comply with The Sharks requirements from time to time about the manner of payment of payment amounts under this Agreement.

(j) to take all reasonable steps to prevent the unauthorised use of your access ticket.

(k) that the Sharks may request your (or your Authorised Parker's) proof of identity or signature at points of exits of the car park.

(l) to pay the Sharks for any damage caused by you, your Authorised Parker, or your Vehicle to the relevant Car Park including, but not limited to, any damage caused by oil or other substances which leak from your vehicle, which the Sharks may incur cost from Point to Point Parking, (operators of Bay Central Car Park).

10. Risk, liability and Consumer Law

10.1 The Australian Consumer Law (ACL) provides consumers with guarantees that cannot be excluded, restricted or modified. This Agreement does not affect any rights you have under the ACL or any other legal rights which cannot be excluded or modified.

10.2 For services that are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, and/or where you are in trade, you agree that The Sharks limits its liability, at its option, to the re-supply of the

services or the payment of the cost of having the services supplied again. To the extent permitted by the ACL and subject to any other legal restriction, The Sharks excludes:

(a) all terms, conditions, warranties, guarantees (either express or implied) and any other liability that might apply to The Sharks in respect of this Agreement or anything done under them; and

(b) any liability for any indirect, special, consequential or economic loss or damage whether or not arising from default or negligence by The Sharks or its employees or agents, including loss or damage to your Vehicle.

10.3 You must indemnify The Sharks in respect of all losses, costs or expenses which The Sharks suffers or incurs in respect of: (a) a breach of this Agreement by you or your Authorised Parker, including enforcing them; (b) the Vehicle; or (c) your use, or your Authorised Parker's use, of the Woollooware Bay Car Park. In the case of paragraphs (b) and (c) your liability to indemnify the Sharks is reduced to the extent that any relevant expense is caused by the Sharks negligence or default.

11. General

11.1 Bay Central Car Park, on behalf of the Sharks and its contractors, employees or agents may move any Vehicle parked in Bay Central Car Park (including by entering and driving it, lifting it, sliding it or towing it) if Bay Central Car Park reasonably considers:

(a) it necessary in an emergency;

(b) that the Vehicle has been abandoned; and/or

(c) it necessary for the safe or efficient operation of the Bay Central Car Park. Point to Point Parking may charge you a reasonable amount for moving the Vehicle if the need to move it arises because you or your Authorised Parker has breached this Agreement, appear to abandon the Vehicle, or have caused

obstruction or during the period of retention or sale for non-payment.

11.2 Unless the contrary is clear, fees or charges payable under this Agreement are calculated inclusive of Goods and Services Tax (GST)

11.3 You grant The Sharks a 'security interest' as defined in the Personal Property Securities Act 2009 (Cth) (**PPSA**) in the Vehicle to secure everything you owe The Sharks in respect of this Agreement. The Sharks may retain possession of the vehicle until everything you owe The Sharks in respect of this Agreement has been paid. Amounts The Sharks claims will continue to accrue during the period that The Sharks retains the Vehicle until The Sharks recovers all amounts from you. If amounts due to The Sharks in respect of this Agreement remain unpaid after 30 days, you agree that The Sharks can sell the Vehicle and use the proceeds to pay the amounts you owe The Sharks and you agree to take all steps required by The Sharks to enable The Sharks to do so. Our rights and powers in relation to the security interest described in this clause do not limit our rights and powers under the PPSA. Nothing in this contract limits or excludes any common law or statutory lien or other rights we have over the Vehicle.

11.4 You agree and accept that The Sharks does not accept, nor does it have authority to accept, any vehicle or any other goods or chattels for secure or safe parking or custody.

11.5 To the extent permitted by the ACL and subject to any other legal restriction, The Sharks will not be liable for any loss or damage whatsoever to any such vehicle goods or chattels alleged to have been left parked for safe custody howsoever such loss or damage may be caused, whether by the negligence or otherwise of The Sharks or by the negligence or otherwise of any person acting with or without the authority of The Sharks.

11.6 The Sharks may give you notice under this Agreement by sending a notice to you at the address you give in your

Application or any other address you notify to The Sharks or at any other address where The Sharks reasonably believes you to work, stay or reside. If you give The Sharks an email address, The Sharks may also give you notices by email to that address. The Sharks may also give you a notice by leaving it on or in your Vehicle inside or outside the Car Park. Each of these methods of notice may also be used to give you notice for the purposes of any legal proceedings. You should notify The Sharks if your contact details change.

11.7 You must pay The Sharks its full costs of any action to recover amounts you owe including The Sharks legal and mercantile agents' fees on a full indemnity basis.

11.8 The Sharks are committed to your privacy and handles all personal information in accordance with applicable privacy laws. We have a privacy policy which records how: (a) The Sharks collects, stores, uses and discloses your personal information; (b) you may request access to, and correction of, the personal information about you that The Sharks holds; (c) you may complain about a potential breach by The Sharks of the applicable privacy laws, and how The Sharks will deal with such a complaint. A copy of the [Sharks Privacy Policy](#) is available.

11.9 Nothing in this Agreement shall be construed as creating any bailment or tenancy or conferring any interest upon you by way of lease or otherwise in the Woollooware Bay Car Park or NRL Game Day Parking Space. This Agreement is personal to you and you may not transfer any of your rights or obligations in respect of it. The Sharks may transfer both its rights and obligations under this Agreement and you must sign any novation or other document The Sharks requires for that purpose.

11.10 To the extent that any provision or part of this Agreement is either invalid or unenforceable by any applicable law that provisions or part shall be ineffective and shall not invalidate or

modify the remaining provisions or parts hereof, which shall continue in full force and effect.

11.11 Time shall be of the essence for the purposes of this Agreement in respect of your obligations. No time or other indulgence granted by The Sharks shall constitute a waiver of any of its rights herein or at law and The Sharks shall not be precluded from exercising any such rights against you which may have arisen in the past or which might arise in the future.

11.12 For internal accounting purposes The Sharks may clear a credit balance at any time more than 12 months after you last incurred charges. The Sharks are not required to investigate or refund credit balances to you until requested to do so in writing.

12. Overnight or Out of Hours

12.1 If the Vehicle accesses the Bay Central Car Park on days other than a Nominated NRL Match Day (Cronulla Sharks NRL First Grade Match Day only) the usual drive in casual rates will apply. If the Vehicle enters the Car Park on a Nominated Day but remains in the Car Park on the following day then the Authorised Parker will be liable to pay an "Overstay Fee" which will be the amount calculated at the casual drive up rate for the relevant Car Park commencing on the first day which is not a Nominated Day and ending on the day the Vehicle leaves the Car Park (Overstay Period). For the avoidance of doubt the Authorised Parker will not be entitled to any refund or credit for Nominated Days which may fall within the Overstay Period.