

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Monday, 1 August 2011 7:05 AM
To: Cvetkovski, Dragana
Subject: FW: Woden car Park
Attachments: WTUC Car Park Briefing Notes SB.docx; Notes & Income Analysis Woden Carpark.xlsx

Hi Dragana,

I attended that meeting on Friday regarding the Tradies club in Woden. We have agreed to Mr. Brennens proposal. We will have to meet and see if we can organise for Procurement to get this underway as soon as possible. I am hoping that they don't ask for back pay.

Col

Colin Lyons | A/g Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Priest, Jenny
Sent: Thursday, 28 July 2011 3:36 PM
To: Lyons, ColinP; Isaks, Paul
Cc: Sparke, Chris
Subject: FW: Woden car Park

As discussed.

Jenny

From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Thursday, 28 July 2011 3:14 PM
To: Priest, Jenny
Subject: FW: Woden car Park

Sending again please confirm receipt

Cheers



Stephen Brennan
CFO
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

WEB thetradies.com.au

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From: Stephen Brennan
Sent: Thursday, 28 July 2011 11:36 AM
To: 'jenny.priest@act.gov.au'
Subject: Woden car Park

Hi Jenny

Here are my file notes on the car park, happy to discuss etc these are briefing notes I have given Dean

Can u please come back to me with your thoughts

Best Regards

Stephen



Stephen Brennan
CFO
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

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WTUC Car Park File Notes – S Brennan

We have now settled the Woden Car Park and we have now investigated the process of getting to collect our revenue. I have now spoken with LDA, Parking Operations and Parking Policy. It appears to collect our revenue we need to be a properly created Parking Authority and I now have an extract of that Legislation and the core requirements on file which we can use as a quick checklist of items to be satisfied in order to be registered. Also on file is a google earth map of the car park with a red line indicating the boundary as provided by CBRE

Current Position –

- Currently our block and the adjoining block are all day parking areas with the current fees applying
 - 1 hour \$1.00
 - 2 hours \$2.50
 - 3 hours \$4.50
 - All Day \$7.00
- There is also a Motor Bike parking area on our block which is free to motor bikes
- We have counted our car parking spaces and they total 140
- Since & prior to acquisition our Club Manager has monitored and observed that the car park is always full (Mon to Fri) and everyone is still using paid tickets either purchased through Govt machines or monthly tickets purchased on the Govt website.
- Fees as per the web site are in 3 blocks 2 of which could apply to us
 - \$8.00 All day car park fee
 - 1 week \$ 38.00
 - 2 weeks \$ 76.00
 - 1 month \$ 155.00
 - 3 months \$ 450.00
 - 6months \$ 900.00
 - 12 months \$2700.00
 - \$6.50 All day car park fee
 - 1 week \$ 30.00
 - 2 weeks \$ 60.00
 - 1 month \$ 125.00
 - 3 months \$ 375.00
 - 6months \$ 750.00
 - 12 months \$1500.00
 - We are advised that our park is the first one ie \$8.00 per day but need this confirmed
- Walking reviews seem to indicate that there are more machine issued ticket rather than internet tickets, I believe if we were to use the all day rate of \$7.00 per day this would be a reasonable approximation of gross revenue adjusted for public holidays and week-ends.
- Parking operations have de-headed the ACT Govt machine on our block however patrons are still using other machines on adjoining block and purchasing internet parking vouchers. Patrons have no idea of the change and we have not done anything to make them aware.

- We have investigated our own parking machines and re-conditioned machines can be purchased for approx. \$20,000 plus install costs (3 weeks delivery time)

Considerations/Solutions

- Set-up our own machines and start collecting on the same cost basis to users. This would create the following issues
 - There may be some leakage from our spaces to the ACT Govt machines hence we would not receive all our entitlements
 - Conversely there may be some leakage from ACT Govt machines to our machines – possible bonus but that is not the intention
 - Users can purchase monthly long term tickets off the ACT Govt web-site for display and use in our area or ACT Govt area. These are discounted compared to \$7.00 per day rate. We would get no share of this revenue for our area which means we would have to fence our area off as a separate area which would not be good for us, govt or the precinct
 -
- One method that I can think of alleviating these issues would be to create a separation of our area from the ACT Govt area. If this separation was a fence then we would have traffic movement issues which ultimately I believe would result in losing some bays to create efficient traffic flow (I am not a traffic engineer but this seems logical) This means loss of revenue (less bays to sell). Free motorcycle area would also need to go.
- If we were to use a fence and boom gate system we would still have traffic issues combined with additional cost of boom gate & possible additional personnel costs
- If the separation was softer ie a series of signs or painted on asphalt we would probably still have the issues raised above with leakage of revenue in particular the long term vouchers purchased over the internet.
- Probably the best solution that I can create is to leave everything as is, re-head the machine on our block and pay the ACT Govt a commission based upon a maximum gross revenue which could be attributable to our 140 bays. I have done a spreadsheet setting out some rough workings as to how it may work. There are already precedents on this in the ACT.

Benefits to ACT Govt

- There is no real change to the carpark area operations therefore less admin hassles
- They receive a commission payment from us for very little extra work ie maintaining one additional meter – we obviously have to agree a rate (I have used 12.5% in my workings)
- They receive all infringement income from the carpark
- They have less outgoings as we maintain our block, pay rates, insurance ,maintain kerbing, asphalt, trees etc
- Public perception is maintained
- Any change would require 6 - 12 months notice by either party
- Better community result
- Electricity point and possible re-location doesn't have to be considered
- Agreement can be tailored

Benefits for Club

- Much easier for us to administer
- Regular and known cashflow
- No major change for our patrons
- Would not attract public attention
- We don't have to worry about cash leakage the agreed amount is the amount
- No security risk for collections
- Better community result
- Agreement can be tailored
-

WTUC - Estimate of Car Park Income
30 June 2012

All Day Rate \$ 7.00	No of Bays 140	Days per Week 5	Weeks per year 52	Public		Possible Gross Revenue \$ 254,800.00	Possible Gross Revenue \$ 242,060.00	ACT Govt		Commission % Rate - say 12.5%	ACT Govt		WTUC Revenue \$ 211,802.50
				Public Holidays 13	Holidays - \$ value \$ 12,740.00			Commission \$ Value \$ 30,257.50	Commission \$ Value \$ 30,257.50				
Note:- This is the lowest return as if other rates are used it would increase the overall total calculation.													

Note:- This is the lowest return as if other rates are used it would increase the overall total calculation.

Expenses	
Rates	
Electricity	
Insurance	
Maintenance of Asphalt	
Maintenance of Kerbing and Bay markings	
Maintenance of Trees	
Estimate of total costs - Say	75,000
	75,000
Net Yield	\$ 136,802.50
Return on Asset Calculation	
Net Yield - (see above)	\$ 136,802.50
Asset Cost - (ignores DA and CUC costs)	
Direct Grant	1,650,000
S/Duty	105,000
Other Costs	45,000
	\$ 1,800,000
	7.6%

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Friday, 12 August 2011 10:36 AM
To: Cvetkovski, Dragana
Subject: FW: Request for parking Authority Woden

Hi Dragana,

I have just spoken to Stephen from the Tradies, and as discussed I do believe it is the 12.5% of the discussed revenue. Stephen is happy for you to speak to him directly for any of the details. As I envisaged they are fairly keen for this to commence.

Col

Colin Lyons | A/g Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Stephen Brennan [mailto:Stephen.Brennan@thetradies.com.au]
Sent: Friday, 12 August 2011 9:20 AM
To: Lyons, ColinP
Subject: RE: Request for parking Authority Woden

Good Morning Colin,

Just a quick follow-up as to whether Dragana has any time to progress our agreement

We have a Board meeting set for the 24th and I would dearly love to say it was all sorted at that meeting.

Am I a chance??

Best Regards,

Stephen



Stephen Brennan
 CFO
 The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

WEB thetradies.com.au

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From: Lyons, ColinP [mailto:ColinP.Lyons@act.gov.au]
Sent: Monday, 1 August 2011 2:29 PM
To: Stephen Brennan; Stonham, Carol
Cc: Priest, Jenny; Rob Docker
Subject: RE: Request for parking Authority Woden

Hi Stephen,

I have sent your email on to Dragana to set up the agreement with Procurement, she is away today I am hoping to meet with her tomorrow and I can pass on your details to get this finalised.

Regards

Col

Colin Lyons | A/g Manager | Parking Operations

Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069



From: Stephen Brennan [mailto:Stephen.Brennan@thetradies.com.au]
Sent: Monday, 1 August 2011 9:26 AM
To: Stonham, Carol
Cc: Priest, Jenny; Lyons, ColinP; Rob Docker
Subject: Request for parking Authority Woden

Hi Carol,

Please find attached request to Karen Greenland for registration as a Parking authority in relation to the Woden car Park.

The original letter has been posted to Ms Greenland.

Can you please advise whether I need to do anything else at this stage??

I do not have all the email addresses of the people present on Friday, will they need a copy of this letter?

I thank you for your assistance with this matter

Best Regards

Stephen



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Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Tuesday, 6 September 2011 7:43 AM
To: Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: RE: Request for parking Authority Woden

Hi Stephen,

All is underway, Dragana's email above . I will give her a call later this morning

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Monday, 5 September 2011 2:50 PM
To: Lyons, ColinP
Subject: RE: Request for parking Authority Woden

Hi Colin

I have not heard anything as yet?

Can u give me an update or details of Dragana so that I can contact her direct?

Keep Well

Best Regards

Stephen



Stephen Brennan
 CFO
 The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

WEB thetradies.com.au

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From: Lyons, ColinP [<mailto:ColinP.Lyons@act.gov.au>]
Sent: Monday, 1 August 2011 2:29 PM
To: Stephen Brennan; Stonham, Carol
Cc: Priest, Jenny; Rob Docker
Subject: RE: Request for parking Authority Woden

Hi Stephen,

I have sent your email on to Dragana to set up the agreement with Procurement, she is away today I am hoping to meet with her tomorrow and I can pass on your details to get this finalised.

Regards

Col

Colin Lyons | A/g Manager | Parking Operations

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 Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



ACT
 Government
 Justice and Community Safety

From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Monday, 1 August 2011 9:26 AM
To: Stonham, Carol
Cc: Priest, Jenny; Lyons, ColinP; Rob Docker
Subject: Request for parking Authority Woden

Hi Carol,

Please find attached request to Karen Greenland for registration as a Parking authority in relation to the Woden car Park.

The original letter has been posted to Ms Greenland.

Can you please advise whether I need to do anything else at this stage??

I do not have all the email addresses of the people present on Friday, will they need a copy of this letter?

I thank you for your assistance with this matter

Best Regards

Stephen



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CFO
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Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Thursday, 10 November 2011 9:05 AM
To: Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: RE: Woden CarPark

Hi Stephen,

Dragana Cvetkovski is the lady you will need to contact in future on 62053456.

I have included her in this response for her to contact you.

Regards

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



ACT
Government
Justice and Community Safety

From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Thursday, 10 November 2011 8:59 AM
To: Lyons, ColinP
Subject: Woden CarPark

Hi Colin,

We have received our signed agreement, thank you for assistance.

We do not appear to have received the Sept Quarter payment and I have my girls reviewing. Can u advise who I speak to in the ACT Govt to follow this up and if possible their contact details??

Thanks Colin

Best Regards,

Stephen



Stephen Brennan
CFO
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

WEB thetradies.com.au

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Ramanathan, Yegammai

From: Stephen Brennan [Stephen.Brennan@thetradies.com.au]
Sent: Thursday, 10 November 2011 3:08 PM
To: Cvetkovski, Dragana
Cc: Rebecca Dencio
Subject: Woden Car Park invoice
Attachments: 201109 Qtrly Invoice .pdf

Hi Dragana

Attached please find September quarter invoice as discussed

Can u please provide an address that we should enter into our records?

Best Regards

Stephen



Stephen Brennan
CFO
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL stephen.brennan@thetradies.com.au

WEB thetradies.com.au

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more comfort. more style. more entertainment.

Woden Tradesmen's Union Club

PO Box 109 WODEN ACT 2606

Tax Invoice

Australian Capital Territory
ACT Govenment

Invoice Number

Jul-Sept

Date

10/11/11

Item Description	GST	Amount
LICENCE FEE FOR JULY TO SEPTEMBER 2011	6468.00	71,148.00
66 BUSINESS DAYS @\$980.00 PER DAY EX GST	0.00	0.00

GST	Total
6468.00	71,148.00

Canberra Tradesmen's
Union Club Ltd
ABN 17 098 615 760

The Dickson Tradies

2 Badham Street
Dickson ACT, 2602

PO Box 498
Dickson ACT, 2602

TEL 02 6162 5656

FAX 02 6162 5699

Woden Tradesmen's
Union Club Ltd
ABN 92 098 643 237

The Woden Tradies

Launceston Street/Furzer Street
Woden ACT, 2606

PO Box 109
Woden ACT, 2606

TEL 02 6285 1995

FAX 02 6285 2592

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Thursday, 8 December 2011 1:20 PM
To: 'Stephen.Brennan@thetradies.com.au'
Subject: RE: Invoice for Car Park at Woden

Hi Stephen,

The invoice didn't list payment terms in which case the assumption is made that the payment terms are 30 days as per usual Government practice.
We just checked the system and the cheque was posted out on the 06th Dec. You should receive it soon.

If you would like payment terms changed could you pls make sure those terms are listed on the next invoice. Also, we could speed up the payment process if you provide EFT details.

I apologise if this has caused you inconvenience.

Regards

Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455

-----Original Message-----

From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Thursday, 8 December 2011 12:55 PM
To: Cvetkovski, Dragana
Cc: Lochani Wickramaratna
Subject: Invoice for Car Park at Woden

HI Dragana

It would appear that we still have not received payment for the September Qtr invoice for the Woden Car Park.

Can you please check this for me and advise when payment will be made??

Best Regards

Stephen

The Tradies Group <<http://www.thetradies.com.au/>>

Stephen Brennan
CFO
The Tradies Group

TEL

02 6162 5656

FAX

02 6162 5699

E-MAIL

stephen.brennan@thetradies.com.au <mailto:>

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Ramanathan, Yegammai

From: Stephen Brennan [Stephen.Brennan@thetradies.com.au]
Sent: Thursday, 8 December 2011 1:26 PM
To: Cvetkovski, Dragana
Subject: RE: Invoice for Car Park at Woden

Thanks Dragana

We will put EFT and payment terms on the next invoice.

I note we still do not have an address in our system can you please provide the best address to use??

I can continue to email invoice to you if that OK?

Best Regards

Stephen

--

Stephen Brennan
 CFO
 The Tradies Group
 t: 02 6162 5656
 f: 02 6162 5699
 e: stephen.brennan@thetradies.com.au
 w: www.thetradies.com.au

-----Original Message-----

From: Cvetkovski, Dragana [<mailto:Dragana.Cvetkovski@act.gov.au>]
Sent: Thursday, 8 December 2011 1:20 PM
To: Stephen Brennan
Subject: RE: Invoice for Car Park at Woden

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Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
 255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455

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Stephen

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Ramanathan, Yegammai

From: Rebecca Dencio [Rebecca.Dencio@thetradies.com.au]
Sent: Thursday, 29 December 2011 8:35 AM
To: Cvetkovski, Dragana
Cc: stephen.brennan@thetradies.com.au
Subject: October to December 2011 Invoice
Attachments: ACT GOV - OCT TO DEC 2011.pdf

Good morning Dragana,

Please find attached the October to December 2011 invoice for the Licence Fee from Woden Tradesmen's Union Club.

I have mailed the original today.

Regards



Rebecca Dencio

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL rebecca.dencio@thetradies.com.au

WEB thetradies.com.au

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more comfort. more style. more entertainment.

Woden Tradesmen's Union Club

PO Box 109 WODEN ACT 2606

ABN: 92 098 643 237

Tax Invoice

Australian Capital Territory
ACT Govenment
GPO Box 158 CANBERRA 2601

Invoice Number
Date

Oct-Dec
27/12/11

Item

Description

GST

Amount

LICENCE FEE FOR OCTOBER TO DECEMBER 11
61 BUSINESS DAYS @ \$980.00 PER DAY

5978.00 65,758.00
0.00 0.00

GST

Total

5978.00 65,758.00

BANK DETAILS:

WODEN TRADESMENS UNION CLUB
BSB: 032 713
A/C: 212069

Canberra Tradesmen's
Union Club Ltd
ABN 17 098 615 760

The Dickson Tradles
2 Badham Street
Dickson ACT, 2602

PO Box 498
Dickson ACT, 2602
TEL 02 6162 5656
FAX 02 6162 5699

Woden Tradesmen's
Union Club Ltd
ABN 92 098 643 237

The Woden Tradles
Launceston Street/Furzer Street
Woden ACT, 2606

PO Box 109
Woden ACT, 2606
TEL 02 6285 1995
FAX 02 6285 2592

PAYMENT TERMS: 14 DAYS

thetradies.com.au

Ramanathan, Yegammai

From: Lochani Wickramaratna [Lochani@thetradies.com.au]
Sent: Friday, 6 January 2012 3:32 PM
To: Cvetkovski, Dragana
Cc: Stephen Brennan
Subject: Payment for Carpark at Woden

Hi Dragana,

We are yet to receive the cheque for the Carpark at Woden for the September quarter. Can you please cancel the cheque that has been issued and deposit the funds directly into our account? The account details are:

Name: Woden Tradesmen's Union Club
[REDACTED]

If there are any problems please let me know.

Regards,
Lochani



Lochani Wickramaratna
Group Accountant
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL lochani.wickramaratna@thetradies.com.au

WEB thetradies.com.au

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Ramanathan, Yegammai

From: Taylor-Mathisen, Lauren
Sent: Friday, 6 January 2012 3:48 PM
To: Cvetkovski, Dragana
Subject: RE: Payment for Carpark at Woden

Hi Dragana

I will arrange for the cheque to be stopped and re-issue the payment via EFT.

I can't override the supplier already in Oracle so I will create a new supplier.

Regards
 Lauren

From: Cvetkovski, Dragana
Sent: Friday, 6 January 2012 3:38 PM
To: Taylor-Mathisen, Lauren
Subject: FW: Payment for Carpark at Woden

Hi Lauren,

Regarding the invoice from Tradies club please see the email below. Could you pls process the payment using the EFT option and perhaps have it paid in Tuesday's pay run.

Also, I noticed that the invoice is showing under different trading name in Oracle (Quality Hotel Woden). Would you be able to change that to the Woden Tradesmen's Union Club.

Thank you
 Dragana

From: Lochani Wickramaratna [<mailto:Lochani@thetradies.com.au>]
Sent: Friday, 6 January 2012 3:32 PM
To: Cvetkovski, Dragana
Cc: Stephen Brennan
Subject: Payment for Carpark at Woden

Hi Dragana,

We are yet to receive the cheque for the Carpark at Woden for the September quarter. Can you please cancel the cheque that has been issued and deposit the funds directly into our account? The account details are:

Name: Woden Tradesmen's Union Club
 BSB: [REDACTED]
 Account number: [REDACTED]

If there are any problems please let me know.

Regards,
 Lochani



Lochani Wickramaratna
Group Accountant
The Tradies Group

TEL **02 6162 5656**

FAX 02 6162 5699

E-MAIL lochani.wickramaratna@thetradies.com.au

WEB thetradies.com.au

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Ramanathan, Yegammai

From: Lochani Wickramaratna [Lochani@thetradies.com.au]
Sent: Tuesday, 10 January 2012 4:13 PM
To: Cvetkovski, Dragana
Subject: FW: WTUC Invoice Office of Regulatory Services
Attachments: SKMBT_22312011014300.pdf

Hi Dragana, please find attached updated invoice.

Regards,
Lochani



Lochani Wickramaratna
Group Accountant
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL lochani.wickramaratna@thetradies.com.au

WEB thetradies.com.au

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From: Elisabeth Vagg [<mailto:Elisabeth.Vagg@thetradies.com.au>]
Sent: Tuesday, 10 January 2012 3:36 PM
To: Lochani Wickramaratna
Subject: WTUC Invoice Office of Regulatory Services

Woden Tradesmen's Union Club

PO Box 109 WODEN ACT 2606

ABN: 92 098 643 237

Tax Invoice

Office of Regulatory Services
ACT Government
GPO Box 158 CANBERRA 2601

Invoice Number

Oct-Dec1

Date

10/01/12

Item

Description

GST

Amount

LICENCE FEE FOR OCT TO DEC 2011
61 BUSINESS DAYS @ \$980 PER DAY

5978.00

65,758.00

0.00

0.00

GST

Total

5978.00

65,758.00

BANK DETAILS:

WODEN TRADESMENS UNION CLUB
BSB: 032 713
A/C: 212069

PAYMENT TERMS 14 DAYS

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Friday, 30 March 2012 2:28 PM
To: Cvetkovski, Dragana
Subject: FW: Parking Authority - Block 15, Section 3 Phillip

Hi Dragana,

That is correct Block 15 Section 3 Phillip..

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Stephen Brennan [<mailto:Stephen.Brennan@thetradies.com.au>]
Sent: Wednesday, 28 September 2011 12:28 PM
To: Fiedler, Michelle
Cc: Lyons, ColinP; Isaks, Paul; Stonham, Carol; Paule, Rod; Krajina, Danielle; r.docker@thetradies.com.au
Subject: RE: Parking Authority - Block 15, Section 3 Phillip

Thanks Michelle,I am currently overseas however the arrangements with ACT Parking operations are in hand

Best Regards

Stephen

-----Original Message-----

From: Fiedler, Michelle [<mailto:Michelle.Fiedler@act.gov.au>]
Sent: Wed 9/28/2011 10:14 AM
To: Stephen Brennan
Cc: Lyons, ColinP; Isaks, Paul; Stonham, Carol; Paule, Rod; Krajina, Danielle
Subject: Parking Authority - Block 15, Section 3 Phillip

Hi Stephen

Thank you for your letter of 1 August 2011 to the Road Transport Authority requesting the Woden Tradesmen's Union Club be declared as a Parking Authority to establish and operate a ticket parking scheme within the boundaries of Block 15, Section 3 Phillip.

I am pleased to advise that the declaration has been approved and made effective from 27 September 2011. The declaration (disallowable instrument DI2011-256) can be viewed on the ACT Legislation Register at <http://www.legislation.act.gov.au/di/2011-256/default.asp>.

I understand that you have been in contact with ACT Parking Operations about the management of Block 15, Section 3 Phillip.

If you have any further enquiries about the Parking Authority declaration please do not hesitate to contact me.

Kind regards

Michelle

Michelle Fiedler

Phone 02 62075481 | Fax 02 62077160 | Email michelle.fiedler@act.gov.au

Transport Regulation | Office of Regulatory Services | Justice and Community Safety | ACT Government

Level 2 Macarthur House 12 Wattle Street Lyneham ACT 2602 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

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WTUC - Estimate of Car Park Income
30 June 2012

All Day Rate \$	No of Days	Days per Week	Weeks per year	Possible Gross Revenue	Public Holidays	Public Holidays value	Possible Gross Revenue	ACT Govt Commission %	ACT Govt Commission \$	WTUC Revenue
8.00	140	5	52	\$ 291,200.00	13	\$ 14,560.00	\$ 276,640.00	12.5%	\$ 34,580.00	\$ 242,060.00
Note:- This is the lowest return as if other rates are used it would increase the overall total calculation.										
								Fines - say	??	
								Cost Saving	??	
								ACT Gov Total	\$ 34,580.00	

Expenses

Rates	
Electricity	
Insurance	
Maintenance of Asphalt	
Maintenance of Kerbing and Bay markings	
Maintenance of Trees	
Estimate of total costs - Say	75,000
	75,000
	\$ 167,060.00
Net Yield	

Return on Asset Calculation

Net Yield - (see above)	\$ 167,060.00
Asset Cost - (ignores DA and CUC costs)	
Direct Grant	1,650,000
S/Duty	105,000
Other Costs	45,000
	\$ 1,800,000
	9.3%

Ramanathan, Yegammai

From: Stephen Brennan [Stephen.Brennan@thetradies.com.au]
Sent: Tuesday, 13 September 2011 3:31 PM
To: Lyons, ColinP
Cc: Cvetkovski, Dragana; Rob Docker
Subject: RE: Contract

Hi Colin

Time has just escaped me and I am just about to go on leave overseas for 3 weeks and I still have a list of things not done incl the contract.

I have briefed Rob Docker and he will get back to u re any changes to be requested.

My brief review looks like it is pretty much in line with our earlier discussion just a few little things

Thanks for your help

Best regards

Stephen

From: Lyons, ColinP [mailto:ColinP.Lyons@act.gov.au]
Sent: Monday, 12 September 2011 2:43 PM
To: Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: Contract

Hi Stephen,

Attached is the contract for us to commence management of the car park in Phillip. If happy with arrangement could you please print off and sign 2 copies, and once ready I can meet with you so we can finalise the process as soon as possible.

Regards

Col

Colin Lyons | Manager | Parking Operations

Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069



ACT
Government
Justice and Community Safety

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Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Monday, 26 September 2011 1:06 PM
To: Cvetkovski, Dragana
Subject: FW: Woden Tradesmans' Club - Carpark Licence (ref 620348)
Attachments: 172396.doc

Dragana,

Can you please have a look and let me know next step.

Col

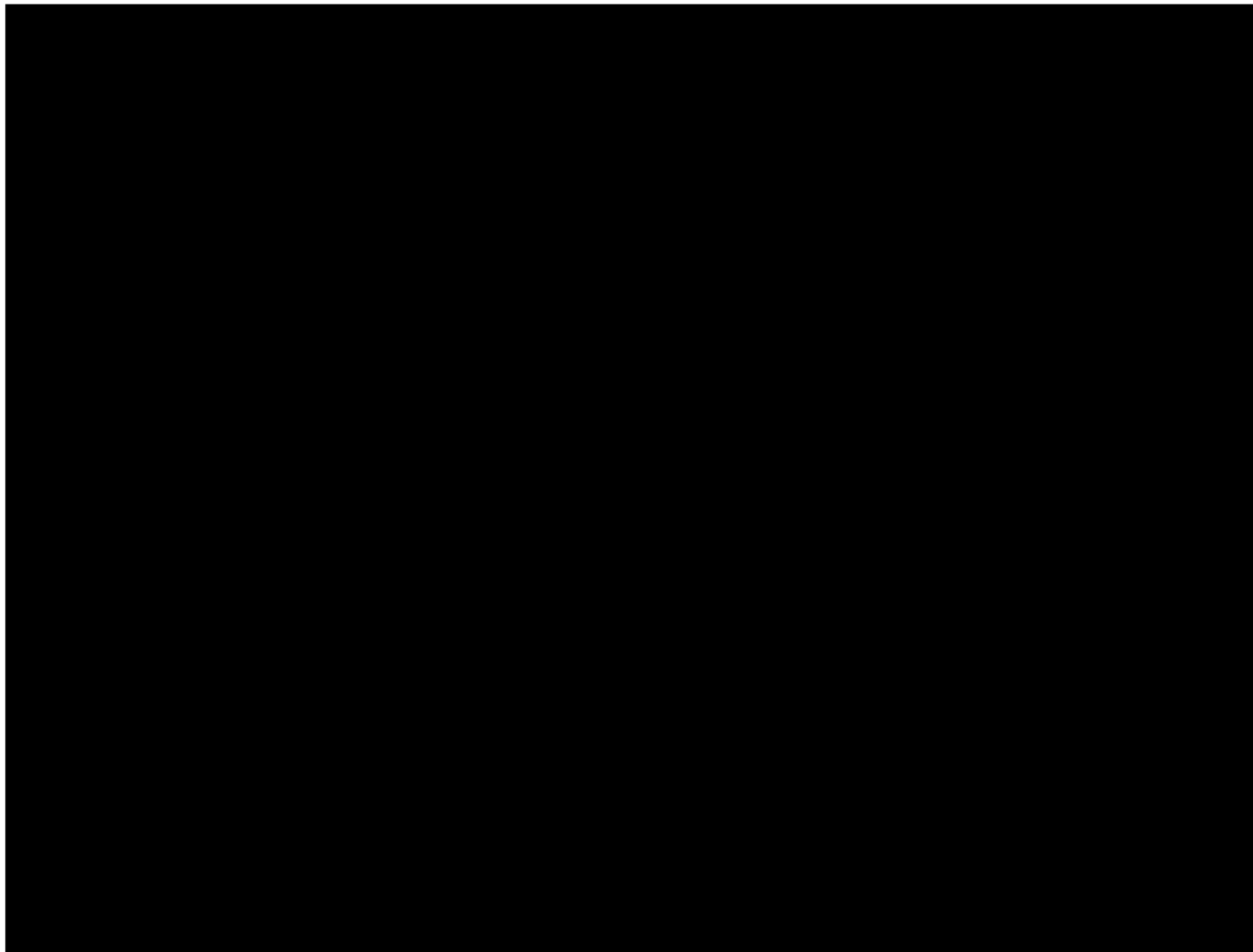
Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



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Government

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From: Lyons, ColinP
Sent: Wednesday, 21 September 2011 12:16 PM
To: Cvetkovski, Dragana
Cc: Rob.Docker@thetradies.com.au
Subject: FW: Woden Carpark - Contract

Hi Dragana,

Please see below, and I believe that the contact could probably be me unless on the finance side would be you?

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Rob Docker [mailto:Rob.Docker@thetradies.com.au]
Sent: Wednesday, 21 September 2011 11:50 AM
To: Lyons, ColinP
Subject: Woden Carpark - Contract

Hello Colin

I have been through the contract as provided to Stephen Brennan on Monday 12 September. Largely no issues. However, a few clarifications/changes please.

Pg 1 Attachment A shows whole car park not our section
 Pg 2 Invoice (4) printing error
 Pg 2 Land – sentence needs completing
 Pg 7 9.2 \$980.00 exc GST
 Pg 9 13.1 make 3 mths rather than 1 i.e. equal to the payment terms
 Pg 9 13.4 extended on a quarterly basis rather monthly
 Pg 10 first line change to one quarter's rather than one month

Colin, who/position will be the designated contact from your end? Our end will be the position of CFO (Stephen Brennan)

Hope the above makes sense. Once changed – can you send direct to me and I will sign and return.

Give me a call if any issues.

Cheers

Rob



Rob Docker
CEO
The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL rob.docker@thetradies.com.au

WEB thetradies.com.au

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Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Wednesday, 28 September 2011 1:14 PM
To: Cvetkovski, Dragana
Cc: Quiggin, Jon
Subject: FW: Parking Authority - Block 15, Section 3 Phillip

FYI

Colin Lyons | Manager | Parking Operations

Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069



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From: Fiedler, Michelle
Sent: Wednesday, 28 September 2011 10:14 AM
To: stephen.brennan@thetradies.com.au
Cc: Lyons, ColinP; Isaks, Paul; Stonham, Carol; Paule, Rod; Krajina, Danielle
Subject: Parking Authority - Block 15, Section 3 Phillip

Hi Stephen

Thank you for your letter of 1 August 2011 to the Road Transport Authority requesting the Woden Tradesmen's Union Club be declared as a Parking Authority to establish and operate a ticket parking scheme within the boundaries of Block 15, Section 3 Phillip.

I am pleased to advise that the declaration has been approved and made effective from 27 September 2011. The declaration (disallowable instrument DI2011-256) can be viewed on the ACT Legislation Register at <http://www.legislation.act.gov.au/di/2011-256/default.asp>.

I understand that you have been in contact with ACT Parking Operations about the management of Block 15, Section 3 Phillip.

If you have any further enquiries about the Parking Authority declaration please do not hesitate to contact me.

Kind regards

Michelle

Michelle Fiedler
 Phone 02 62075481 | Fax 02 62077160 | Email michelle.fiedler@act.gov.au
 Transport Regulation | Office of Regulatory Services | Justice and Community Safety | ACT Government
 Level 2 Macarthur House 12 Wattle Street Lyneham ACT 2602 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Wednesday, 28 September 2011 2:44 PM
To: Rob Docker
Cc: Cvetkovski, Dragana; Quiggin, Jon
Subject: RE: Woden Tradesmans' Club - Carpark Licence (ref 620348)

Hi Rob,

That is correct.

Col

Colin Lyons | Manager | Parking Operations

Office of Regulatory Services | Justice and Community Safety Directorate

Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069



From: Rob Docker [mailto:Rob.Docker@thetradies.com.au]
Sent: Wednesday, 28 September 2011 2:06 PM
To: Lyons, ColinP
Subject: RE: Woden Tradesmans' Club - Carpark Licence (ref 620348)

Thanks Colin

Signed copies will be sent by registered post. Happy for enforcement to commence. I have dated the contract as of Sept but I presume that the contract commencement is in fact 1 July 2011. Can you confirm.

Many thanks

Rob



Rob Docker
 CEO
 The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL rob.docker@thetradies.com.au

WEB thetradies.com.au

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From: Lyons, ColinP [mailto:ColinP.Lyons@act.gov.au]
Sent: Wednesday, 28 September 2011 1:29 PM
To: Rob Docker; Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: FW: Woden Tradesmans' Club - Carpark Licence (ref 620348)

Hi Rob,

Could you please have a look at the below comments and changes from the government solicitors office, if your are happy can you please have 3 copies signed and get them back to me and we can start the enforcement. Also your parking authority has been finalised and all is ready to go in that respect. I will only need an email confirmation from the club asking us to enforce the area.

I will be away from the office until Tuesday of next week but if needed you can get into contact with Dragana (cc in this email)if needed.

Regards

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



ACT
Government

Justice and Community Safety

To: Lyons, ColinP
Subject: RE: Woden Carpark - Contract

Hi Col,
 You can be a contact. Can you pls send Rob's email to Brendan Ding to make necessary changes.
 Sorry, I don't have time to do it.
 Thanks
 Dragana

From: Lyons, ColinP
Sent: Wednesday, 21 September 2011 12:16 PM
To: Cvetkovski, Dragana
Cc: Rob.Docker@thetradies.com.au
Subject: FW: Woden Carpark - Contract

Hi Dragana,

Please see below, and I believe that the contact could probably be me unless on the finance side would be you?

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Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069



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To: Lyons, ColinP
Subject: Woden Carpark - Contract

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Cheers

Rob



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Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Wednesday, 28 September 2011 1:29 PM
To: Rob.Docker@thetradies.com.au; Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: FW: Woden Tradesmans' Club - Carpark Licence (ref 620348)
Attachments: 172396.doc

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Regards

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



ACT
Government
Justice and Community Safety



AUSTRALIAN CAPITAL TERRITORY

CAR PARK FEE COLLECTION AND ENFORCEMENT AGREEMENT

Dated	_____ 2011
Parties	AUSTRALIAN CAPITAL TERRITORY AND WODEN TRADESMEN'S UNION CLUB LIMITED ACN 098 643 237
Prepared by	ACT Government Solicitor Level 5 12 Moore Street Canberra City ACT 2601 Ph: (02) 6207 0666 Fax: (02) 6207 0650 Ref: [Our Reference]
Version	Draft: 26 August 2011

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Department of Justice and Community Safety, Office of Regulatory Services

WODEN TRADESMEN'S UNION CLUB LIMITED

ACN 098 643 237 of 1 Furzer Street Woden ACT 2606

(The Club)

BACKGROUND

- A. The Club is the lessee of the Land, under a Crown lease, which includes part of the Car Park (approximately 140 car parking spaces).
 - B. The Road Transport Authority has declared the Club a Parking Authority under s75A of the *Road Transport (Safety and Traffic Management) Regulation 2000* in respect of the part of the Car Park located on the Land.
 - C. The Club wishes to continue to operate that part of the Car Park in the Land as a car park for the duration of this Deed of Agreement.
 - D. The Club has agreed to engage the Territory to operate the part of the Car Park that is on the Land as part of the Car Park, collect the Gross Revenue and police and enforce the Conditions of Use and the Territory has accepted that engagement on the terms set out in this Deed of Agreement.
 - E. The Territory has agreed to pay the Club a fee for the right to operate the Car Park and collect Gross Revenue.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1. Definitions

The following definitions apply in this Deed of Agreement, unless the context otherwise requires.

Authority means any governmental, semi-governmental, administrative body, department, tribunal or agency having jurisdiction over or in respect of the whole or any part of the Car Park;

Business Day means each day on which banks are open for business in the Australian Capital Territory other than Saturday, Sunday or any public holiday;

Car Park means the area designated as a car park on the plan set out in Attachment "A" encompassing part of the Land and adjacent unleased Territory land;

Car Parking Space	means an area or bay within the Car Park designated and intended for the parking of a standard car, but does not include an area or bay designated and intended for the parking of a motorbike.
Commencement Date	means _____ or such other date as may be agreed by the parties in writing;
Conditions of Use	are the conditions for use of the Car Park set out in the <i>Road Transport (General) Act 1999</i> , <i>Road Transport (Safety and Traffic Management) Regulation 2000</i> and related legislative instruments;
Deed of Agreement	means this deed of agreement between, including all annexures, attachments, schedules and appendices;
Employees and Agents	means each of the relevant person's employees, agents, contractors and consultants;
Expiry Date	means the date twelve months following the Commencement Date;
Fines	means, for any period, revenue raised by the issue of parking infringement notices for that period;
Gross Revenue	means for any period, the aggregate of all revenues and receipts collected by the Territory from the VPMS from the Car Park for that period;
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth);
Invoice	means an invoice that: (1) is a valid tax invoice (if GST is payable in respect of the supply of the service); (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of service that have been supplied in accordance with this Deed of Agreement; and (3) sets out details of the service supplied, and sets out or is accompanied by any other details or reports required under this Deed of Agreement.
Land	means Block 15, Section 3 Division Phillip in the Australian Capital Territory,
Licence Fee	for any period during the Term means an amount calculated in accordance with clause 9 of this Deed of Agreement;

Losses	includes claims, demands, losses, damages and other liabilities;
Parking Fee	means the fee payable to use and occupy space in the Car Park determined under section 96, <i>Road Transport (General) Act 1999</i> (Determination of fees, charges and other amounts);
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Parking Authority	means an entity appointed as a parking Authority under s74A of the <i>Roads Transport (Safety and Traffic Management) Regulations 2000</i> (ACT);
Parking Permit	means volunteer parking permits and mobility parking scheme authorities issued by the Territory under regulations 100 and 101 of the <i>Road Transport (Safety and Traffic Management) Regulations 2000</i> (ACT) respectively, or a pre-paid parking permit issued by the Territory;
Property Taxes	means all general rates, land tax, water and sewerage rates (including water use charges) and any other rates, taxes or assessments which are levied upon the Land and not payable by someone other than The Club;
Records	means all original and copy records, financial records of any nature, documents, files, reports, plans, correspondence, letters and papers of every description and other material belonging to or relating to or used in respect of the Car Park owned or controlled by the Territory;
Term	means the period from the Commencement Date until the Expiry Date or the date this Deed of Agreement is terminated if it occurs other than on the Expiry Date;
Territory	means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth);

**Territory
Information**

means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
 - (2) is notified (whether in writing or not) by the Territory to The Club as being confidential;
 - (3) is Personal Information,
- but does not include information that:
- (4) is or becomes public knowledge other than by breach of this Deed of Agreement;
 - (5) has been independently developed or acquired by The Club; or
 - (6) has been notified by the Territory to The Club as not being confidential;

**The Club's
Property**

means all plant, equipment, fixtures, fittings, furniture and other property The Club provides in the Car Park, but does not include VPMs and Pay Parking Signs.

VPM

means a voucher parking machine in the Car Park; and

1.2. General

In this Deed of Agreement, unless a contrary intention is expressed:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of this Deed of Agreement;
- (2) expressions importing natural persons include any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (3) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally;
- (4) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (5) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed of Agreement or any document associated with this Deed of Agreement or any variation which may be made to this Deed of Agreement.
- (6) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase

is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (7) “include” is not to be construed as a word of limitation;
- (8) headings have no effect on the interpretation of the provisions; and
- (9) an obligation imposed by this Deed of Agreement on more than one person binds them jointly and severally.

2. Appointment and grant of licence

2.1. Appointment

- 2.1.1 The Club appoints the Territory to operate and manage the Car Park, including the part of the Car Park on the Land, collect the Gross Revenue and police and enforce the Conditions of Use for the Term.

2.2. Acceptance

- 2.2.1 The Territory accepts the appointment in accordance with this Deed of Agreement.

2.3. Authority

- 2.3.1 The Club grants to the Territory and its Employees and Agents the right to enter and use all parts of the Car Park for the purpose of carrying out its obligations under this Deed of Agreement.

3. Term

This Deed of Agreement will commence on the Commencement Date and terminate on the Expiry Date (subject to holding over provisions set out in 13.4) unless otherwise agreed in writing by the parties prior to the Expiry Date.

4. Conduct of Car Park

4.1. Operation of the Car Park

- 4.1.1 The Club acknowledges that the Territory will operate and control the Car Park during the Term.
- 4.1.2 The Territory shall operate the Car Park in a manner that is consistent with its practices and procedures in operating other car parks in the Territory and The Club shall not object to or interfere with the practices adopted by the Territory save as provided for in this Deed of Agreement.

4.2. Territory’s obligations

Throughout the Term the Territory must:

- (1) Do all things necessary and convenient to establish within the Car Park a ticket parking scheme under section 76 of the *Road Transport (Safety and Transport Management) Regulations 2000*;
- (2) maintain, repair, replace, service and keep an inventory of all VPMs and Pay Parking Signs in accordance with clause 7;
- (3) engage qualified and competent Employees and Agents;

- (4) consult regularly with The Club in relation to the management of the Car Park;
- (5) enforce the Conditions of Use; and
- (6) ensure its Employees and Agents comply with its obligations under this Deed of Agreement.

5. Parking Fees

5.1. Collection

The Territory may collect and keep the Parking Fees from the VPMs in a manner consistent with its operations in other car parks it manages within the Territory and account to The Club for the Gross Revenue in accordance with clause 9.

5.2. Level of Parking Fees

The Parking Fees shall be as prescribed under section 96 of the *Road Transport (General) Act 1999*.

6. Fines

6.1. Enforcement of Conditions

The Territory must:

- (1) police and enforce the infringement of the Conditions of Use (including patrons of the Car Park who have parked in the Car Park without a voucher from a VPM, or who remain parked in the Car Park after the time permitted by a voucher has passed) by issuing parking infringement notices;
- (2) ensure the Car Park is regularly attended by uniformed Employees and Agents of the Territory, who must regularly monitor for infringements of the Conditions of Use (and in any event not less frequently than the Territory's practice prior to the Commencement Date); and
- (3) use its best endeavours to collect any outstanding Fines consistent with its normal fine enforcement practices in the Territory.

7. Maintenance of VPMs and Pay Parking Signs

7.1. Acknowledgement

The Club acknowledges that the VPMs and the Pay Parking Signs are the property of the Territory.

7.2. Obligations:

The Territory must at its cost:

- (1) keep an inventory of VPMs and the Pay Parking Signs;
- (2) keep the VPMs and Pay Parking Signs in good working order and condition including promptly carrying out any necessary repairs and maintenance (including repairs and maintenance of a capital and structural nature) consistent with its normal practices;

- (3) service the VPMs and the Pay Parking Signs in accordance with the manufacturer's recommendations, or if none, to a reasonable and prudent standard; and
- (4) replace any broken VPMs and the Pay Parking Signs or parts of VPMs and the Pay Parking Signs at its own cost.

7.3. Update signs

The Territory must ensure that Pay Parking Signs correctly detail the charges for parking in the Car Park, as updated from time to time.

8. Fees and Fines

8.1. Licence Fee

Subject to the Territory fulfilling its obligations under this Deed of Agreement the Territory agrees to pay to The Club the Licence Fee in the manner specified in clause 9.

8.2. Fines

The Territory is entitled to retain all Fines.

9. Revenue and Payments

9.1. Revenue

The Territory is entitled to retain the Gross Revenue collected from the Car Park.

9.2. Payment of Licence Fee

The Territory shall pay to The Club a Licence Fee each quarter equal to \$980.00 (excluding GST) for each Business Day in that quarter during the Term.

The Territory shall pay the Licence Fee within 30 of the end of each quarter.

10. Indemnities and releases

10.1. Territory indemnifies The Club

The Territory will be responsible for and indemnify The Club, its Employees and Agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the Territory, its Employees and Agents caused by the negligence or default of the Territory, its Employees and Agents in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at the Territory's expense, except to the extent that The Club caused or contributed to the relevant loss, damage or injury.

10.2. The Club indemnifies Territory

The Club will be responsible for and indemnify the Territory, its employees and agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the negligence or default of The Club, its Employees and Agents, in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which

may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at The Club's expense, except to the extent that the Territory caused or contributed to the relevant loss, damage or injury.

11. The Club Covenants

11.1. Payment of Property Taxes

The Club must pay and fully discharge all Property Taxes assessed or charged on the Land including the part of the Car Park owned by it during the Term.

11.2. Public Liability Insurance

The Club, at its expense, must at all times during the Term cause to be procured and maintained a policy of public risk insurance with respect to the Land (including the part of the Car Park owned by it) with a reputable insurance company in which the limit of liability for a single claim will be not less than \$20,000,000 and the overall limit of liability during the period of insurance will not be less than \$20,000,000.

11.3. Territory not to void Insurance

The Territory must not knowingly do or permit anything to be done in the Car Park whereby the policy or policies of insurance procured by The Club under this clause 11 may be rendered void, voidable or unenforceable or whereby the rate of premium payable is liable to be increased.

12. Default

12.1. Events of Default

The Club may terminate this Agreement by giving written notice to the Territory if:

- (1) any moneys due and payable by the Territory to The Club remain unpaid for 10 Business Days after their due date; or
- (2) the Territory breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the Territory and such breach continues for 20 Business Days after notice in writing is given by The Club requiring such breach to be remedied,

12.2. The Club's right to remedy

The Club:

- (1) may remedy at any time any default by the Territory under this Deed of Agreement;
- (2) but shall not be obliged to do so.

12.3. Termination by Territory

The Territory may terminate this Deed of Agreement if:

- (1) The Club breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by The

Club and such breach continues for 20 Business Days after notice in writing is given by the Territory requiring such breach to be remedied;

- (2) The Club is or becomes bankrupt, insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors; or
- (3) The Club ceases to be a Parking Authority in respect of the part of the Car Park located on the Land.

12.4. Waiver

The parties' rights arising from any breach of any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the other party are not prejudiced by:

- (1) a party's failure to take advantage of any default or breach of covenant on the part of the other party; or
- (2) any custom or practice which may develop between the parties; or
- (3) a waiver of any particular breach or default.

13. Termination and Holding Over

13.1. Early Termination

Either party may, by notice termination this agreement without breach or default upon provide three months' written notice to the other party.

13.2. Yielding up

Upon expiry or sooner the termination of this Deed of Agreement:

- (1) the Territory ceases to be entitled to enter the part of the Car Park on the Land; and
- (2) the Territory must sign any documents and instruments and do all such other things as may be necessary to transfer to The Club or any new Territory or operator of the part of the Car Park on the Land all records as updated to the date of such transfer.

13.3. Removal of VPMs and the Pay Parking Signs

Following the expiration or termination of this Deed of Agreement the Territory must remove VPMs and the Pay Parking Signs.

If the Territory does not remove the VPMs and the Pay Parking Signs when requested, then The Club may remove and store them at the cost of the Territory.

13.4. Holding over

If The Club continues to permit the Territory to provide its services under this Deed of Agreement after the Expiry Date then the Expiry Date and the Term are extended on a quarterly basis until this Deed of Agreement is terminated by either party on providing to the other three months' written notice ending on any day.

14. Development of the Land

14.1. Crown Lease

The Territory acknowledges that The Club is the crown lessee of the Land and The Club intends to develop the Land.

14.2. Carry out works

The Club may, during the Term:

- (1) close that part of the Car Park on the Land;
 - (2) require the Territory to remove or reposition any and all of the VPMs and/or signage in that part of the Car Park on the Land; and/or
 - (3) otherwise affect the operations of that part of the Car Park on the Land,
- as a consequence of or as a result of the carrying out of development upon the Land, provided it does not interfere with the operations of the remaining portion of the Car Park.

14.3. The Club to pay costs of VPM or Sign removal or relocation

The Club shall repay to the Territory, upon demand, all reasonable costs incurred by the Territory in removing or repositioning any VPMs or signs required as a result of any development upon the Land by The Club.

14.4. Acceptance

The Territory agrees to perform its obligations under this Deed of Agreement despite:

- (1) the matter referred to in this clause 14; and
 - (2) the closure or variation of parts of the Car Park during the Term,
- to the extent possible given any development works and carried out on the Land by The Club.

14.5. No Objection

The Territory may not object or make any claim for compensation nor rescind or terminate this Deed of Agreement due to any development works carried out on the Land by The Club.

15. Non-disclosure of Territory Information

15.1. The Club must not disclose Territory Information

Except as provided in this Deed of Agreement, The Club must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to The Club's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of The Club without restriction in relation to disclosure before the date of receipt from the Territory.

15.2. The Club to protect Territory Information

The Club must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed of Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

15.3. The Club's use of Territory Information

The Club must:

- (1) use Territory Information held in connection with this Deed of Agreement only for the purposes of fulfilling its obligations under this Deed of Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) as if they were provisions of this Deed of Agreement; and
- (3) not transfer Territory Information held in connection with this Deed of Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

15.4. The Club must notify the Territory

The Club must immediately notify the Territory if the Supplier becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

15.5. Acknowledgement of effect of Crimes Act

The Club acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed of Agreement (other than to a person to whom The Club is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

16. Dispute resolution

16.1. Negotiation of Dispute

If a difference or dispute (Dispute) arises in relation to this Deed of Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

16.2. Mediation of Dispute

If the Dispute has not been resolved pursuant to clause 16.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a

mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share equally the costs of the engagement of the mediator.

16.3. No prejudice

Nothing in this clause 16 will prejudice the rights of either party to institute proceedings to enforce the Deed of Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. General

17.1. Conflict of interest

The Club:

- (1) warrants that, at the date of entering into this Deed of Agreement, no conflict of interest exists or is likely to arise in the carrying out of its obligations under this Deed of Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
 - (a) notify the Territory immediately of that conflict or risk, and
 - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

17.2. No employment, partnership or agency relationship

- (1) Nothing in this Deed of Agreement constitutes The Club, or its Employees and Agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Club must not represent itself, and must ensure its Employees and Agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

17.3. Entire agreement

This Deed of Agreement comprises the entire agreement between the parties in relation to the management and operation of the Car Park and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.4. Severability

Any provision of this Deed of Agreement that is illegal, void or unenforceable will not form part of this Deed of Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed of Agreement will not be invalidated by an illegal, void or unenforceable provision.

17.5. Variation

This Deed of Agreement may be varied only by the written agreement of the parties prior to the expiration of this Deed of Agreement.

17.6. Governing law

This Deed of Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

17.7. Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed of Agreement must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

17.8. Survival of clauses

Clauses 10, 15 and 16 will survive the expiration or earlier termination of this Deed of Agreement.

Attachment "A"

Car Park



DATE OF THIS AGREEMENT 2011

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
 in the presence of:) Signature of Territory delegate

.....
 Signature of witness Print name

.....
 Print name

SIGNED by or for and on behalf of)
WODEN TRADESMEN'S UNION)
CLUB LIMITED)
ACN 098 643
 in the presence of:

.....
 Signature of witness
 Signature of Woden Tradesmen's Union
 Club Limited authorised officer*

.....
 Print name
 Print name and position

.....
 Signature of second authorised officer

.....
 Print name and position

Affix common seal
 if required under
 constitution

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Supplier and witnessed.

Incorporated Association: Must be signed in accordance with the Supplier's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.

Ramanathan, Yegammai

From: Rob Docker [Rob.Docker@thetradies.com.au]
Sent: Thursday, 6 October 2011 9:43 AM
To: Cvetkovski, Dragana
Subject: RE: Car park collection and enforcement agreement

Thanks Dragana

Address

Rob Docker
 Chief Executive Officer
 Tradies Group
 PO Box 498
 Dickson ACT 2602



Rob Docker
 CEO
 The Tradies Group

TEL 02 6162 5656

FAX 02 6162 5699

E-MAIL rob.docker@thetradies.com.au

WEB thetradies.com.au

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From: Cvetkovski, Dragana [<mailto:Dragana.Cvetkovski@act.gov.au>]
Sent: Thursday, 6 October 2011 9:39 AM
To: Rob Docker
Cc: Lyons, ColinP
Subject: Car park collection and enforcement agreement

Hi Rob,

The agreement has been signed by a Territory delegate. Could you please email me the mailing address where I can send the signed copy.

Thanks

Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate

255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455



ACT
 Government

Justice and Community Safety

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immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Thursday, 6 October 2011 9:57 AM
To: Ding, Brendan
Subject: Car Park Fee Collection and Enforcement Agreement
Attachments: Car Park Fee Collection and Enforcement Agreement.PDF

Hi Brendan,

Thank you again for your help in preparing the car park agreement.
The signed copy is attached for your records.

Regards

Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455



ACT
Government
Justice and Community Safety



AUSTRALIAN CAPITAL TERRITORY

CAR PARK FEE COLLECTION AND ENFORCEMENT AGREEMENT

Dated

1 July 2011

Parties

AUSTRALIAN CAPITAL TERRITORY

AND

WODEN TRADESMEN'S UNION CLUB
LIMITED

ACN 098 643 237

Prepared by

ACT Government Solicitor

Level 5

12 Moore Street

Canberra City ACT 2601

Ph: (02) 6207 0666

Fax: (02) 6207 0650

Ref: [Our Reference]

Version

Final: September 2011

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Department of Justice and Community Safety, Office of Regulatory Services

WODEN TRADESMEN'S UNION CLUB LIMITED

ACN 098 643 237 of 1 Furzer Street Woden ACT 2606

(The Club)

BACKGROUND

- A. The Club is the lessee of the Land, under a Crown lease, which includes part of the Car Park (approximately 140 car parking spaces).
 - B. The Road Transport Authority has declared the Club a Parking Authority under s75A of the *Road Transport (Safety and Traffic Management) Regulation 2000* in respect of the part of the Car Park located on the Land.
 - C. The Club wishes to continue to operate that part of the Car Park in the Land as a car park for the duration of this Deed of Agreement.
 - D. The Club has agreed to engage the Territory to operate the part of the Car Park that is on the Land as part of the Car Park, collect the Gross Revenue and police and enforce the Conditions of Use and the Territory has accepted that engagement on the terms set out in this Deed of Agreement.
 - E. The Territory has agreed to pay the Club a fee for the right to operate the Car Park and collect Gross Revenue.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1. Definitions

The following definitions apply in this Deed of Agreement, unless the context otherwise requires.

Authority means any governmental, semi-governmental, administrative body, department, tribunal or agency having jurisdiction over or in respect of the whole or any part of the Car Park;

Business Day means each day on which banks are open for business in the Australian Capital Territory other than Saturday, Sunday or any public holiday;

Car Park means the area designated as a car park on the plan set out in Attachment "A" encompassing part of the Land and adjacent unleased Territory land;

Car Parking Space	means an area or bay within the Car Park designated and intended for the parking of a standard car, but does not include an area or bay designated and intended for the parking of a motorbike.
Commencement Date	means <u>1 July 2011</u> or such other date as may be agreed by the parties in writing;
Conditions of Use	are the conditions for use of the Car Park set out in the <i>Road Transport (General) Act 1999</i> , <i>Road Transport (Safety and Traffic Management) Regulation 2000</i> and related legislative instruments;
Deed of Agreement	means this deed of agreement between, including all annexures, attachments, schedules and appendices;
Employees and Agents	means each of the relevant person's employees, agents, contractors and consultants;
Expiry Date	means the date twelve months following the Commencement Date;
Fines	means, for any period, revenue raised by the issue of parking infringement notices for that period;
Gross Revenue	means for any period, the aggregate of all revenues and receipts collected by the Territory from the VPMs from the Car Park for that period;
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth);
Invoice	means an invoice that: (1) is a valid tax invoice (if GST is payable in respect of the supply of the service); (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of service that have been supplied in accordance with this Deed of Agreement; and (3) sets out details of the service supplied, and sets out or is accompanied by any other details or reports required under this Deed of Agreement.
Land	means Block 15, Section 3 Division Phillip in the Australian Capital Territory,
Licence Fee	for any period during the Term means an amount calculated in accordance with clause 9 of this Deed of Agreement;

Losses	includes claims, demands, losses, damages and other liabilities;
Parking Fee	means the fee payable to use and occupy space in the Car Park determined under section 96, <i>Road Transport (General) Act 1999</i> (Determination of fees, charges and other amounts);
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Parking Authority	means an entity appointed as a parking Authority under s74A of the <i>Roads Transport (Safety and Traffic Management) Regulations 2000</i> (ACT);
Parking Permit	means volunteer parking permits and mobility parking scheme authorities issued by the Territory under regulations 100 and 101 of the <i>Road Transport (Safety and Traffic Management) Regulations 2000</i> (ACT) respectively, or a pre-paid parking permit issued by the Territory;
Property Taxes	means all general rates, land tax, water and sewerage rates (including water use charges) and any other rates, taxes or assessments which are levied upon the Land and not payable by someone other than The Club;
Records	means all original and copy records, financial records of any nature, documents, files, reports, plans, correspondence, letters and papers of every description and other material belonging to or relating to or used in respect of the Car Park owned or controlled by the Territory;
Term	means the period from the Commencement Date until the Expiry Date or the date this Deed of Agreement is terminated if it occurs other than on the Expiry Date;
Territory	means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth);

Territory Information	means the kind of information that: (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to The Club as being confidential; (3) is Personal Information, but does not include information that: (4) is or becomes public knowledge other than by breach of this Deed of Agreement; (5) has been independently developed or acquired by The Club; or (6) has been notified by the Territory to The Club as not being confidential;
The Club's Property	means all plant, equipment, fixtures, fittings, furniture and other property The Club provides in the Car Park, but does not include VPMs and Pay Parking Signs.
VPM	means a voucher parking machine in the Car Park; and

1.2. General

In this Deed of Agreement, unless a contrary intention is expressed:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of this Deed of Agreement;
- (2) expressions importing natural persons include any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (3) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally;
- (4) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (5) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed of Agreement or any document associated with this Deed of Agreement or any variation which may be made to this Deed of Agreement.
- (6) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase

is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (7) "include" is not to be construed as a word of limitation;
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2. Appointment and grant of licence

2.1. Appointment

- 2.1.1 The Club appoints the Territory to operate and manage the Car Park, including the part of the Car Park on the Land, collect the Gross Revenue and police and enforce the Conditions of Use for the Term.

2.2. Acceptance

- 2.2.1 The Territory accepts the appointment in accordance with this Deed of Agreement.

2.3. Authority

- 2.3.1 The Club grants to the Territory and its Employees and Agents the right to enter and use all parts of the Car Park for the purpose of carrying out its obligations under this Deed of Agreement.

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This Deed of Agreement will commence on the Commencement Date and terminate on the Expiry Date (subject to holding over provisions set out in 13.4) unless otherwise agreed in writing by the parties prior to the Expiry Date.

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4.1. Operation of the Car Park

- 4.1.1 The Club acknowledges that the Territory will operate and control the Car Park during the Term.
- 4.1.2 The Territory shall operate the Car Park in a manner that is consistent with its practices and procedures in operating other car parks in the Territory and The Club shall not object to or interfere with the practices adopted by the Territory save as provided for in this Deed of Agreement.

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Throughout the Term the Territory must:

- (1) Do all things necessary and convenient to establish within the Car Park a ticket parking scheme under section 76 of the *Road Transport (Safety and Transport Management) Regulations 2000*;
- (2) maintain, repair, replace, service and keep an inventory of all VPMs and Pay Parking Signs in accordance with clause 7;
- (3) engage qualified and competent Employees and Agents;

- (4) consult regularly with The Club in relation to the management of the Car Park;
- (5) enforce the Conditions of Use; and
- (6) ensure its Employees and Agents comply with its obligations under this Deed of Agreement.

5. Parking Fees

5.1. Collection

The Territory may collect and keep the Parking Fees from the VPMs in a manner consistent with its operations in other car parks it manages within the Territory and account to The Club for the Gross Revenue in accordance with clause 9.

5.2. Level of Parking Fees

The Parking Fees shall be as prescribed under section 96 of the *Road Transport (General) Act 1999*.

6. Fines

6.1. Enforcement of Conditions

The Territory must:

- (1) police and enforce the infringement of the Conditions of Use (including patrons of the Car Park who have parked in the Car Park without a voucher from a VPM, or who remain parked in the Car Park after the time permitted by a voucher has passed) by issuing parking infringement notices;
- (2) ensure the Car Park is regularly attended by uniformed Employees and Agents of the Territory, who must regularly monitor for infringements of the Conditions of Use (and in any event not less frequently than the Territory's practice prior to the Commencement Date); and
- (3) use its best endeavours to collect any outstanding Fines consistent with its normal fine enforcement practices in the Territory.

7. Maintenance of VPMs and Pay Parking Signs

7.1. Acknowledgement

The Club acknowledges that the VPMs and the Pay Parking Signs are the property of the Territory.

7.2. Obligations:

The Territory must at its cost:

- (1) keep an inventory of VPMs and the Pay Parking Signs;
- (2) keep the VPMs and Pay Parking Signs in good working order and condition including promptly carrying out any necessary repairs and maintenance (including repairs and maintenance of a capital and structural nature) consistent with its normal practices;

- (3) service the VPMs and the Pay Parking Signs in accordance with the manufacturer's recommendations, or if none, to a reasonable and prudent standard; and
- (4) replace any broken VPMs and the Pay Parking Signs or parts of VPMs and the Pay Parking Signs at its own cost.

7.3. Update signs

The Territory must ensure that Pay Parking Signs correctly detail the charges for parking in the Car Park, as updated from time to time.

8. Fees and Fines

8.1. Licence Fee

Subject to the Territory fulfilling its obligations under this Deed of Agreement the Territory agrees to pay to The Club the Licence Fee in the manner specified in clause 9.

8.2. Fines

The Territory is entitled to retain all Fines.

9. Revenue and Payments

9.1. Revenue

The Territory is entitled to retain the Gross Revenue collected from the Car Park.

9.2. Payment of Licence Fee

The Territory shall pay to The Club a Licence Fee each quarter equal to \$980.00 (excluding GST) for each Business Day in that quarter during the Term.

The Territory shall pay the Licence Fee within 30 of the end of each quarter.

10. Indemnities and releases

10.1. Territory indemnifies The Club

The Territory will be responsible for and indemnify The Club, its Employees and Agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the Territory, its Employees and Agents caused by the negligence or default of the Territory, its Employees and Agents in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at the Territory's expense, except to the extent that The Club caused or contributed to the relevant loss, damage or injury.

10.2. The Club indemnifies Territory

The Club will be responsible for and indemnify the Territory, its employees and agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the negligence or default of The Club, its Employees and Agents, in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which

may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at The Club's expense, except to the extent that the Territory caused or contributed to the relevant loss, damage or injury.

11. The Club Covenants

11.1. Payment of Property Taxes

The Club must pay and fully discharge all Property Taxes assessed or charged on the Land including the part of the Car Park owned by it during the Term.

11.2. Public Liability Insurance

The Club, at its expense, must at all times during the Term cause to be procured and maintained a policy of public risk insurance with respect to the Land (including the part of the Car Park owned by it) with a reputable insurance company in which the limit of liability for a single claim will be not less than \$20,000,000 and the overall limit of liability during the period of insurance will not be less than \$20,000,000.

11.3. Territory not to void Insurance

The Territory must not knowingly do or permit anything to be done in the Car Park whereby the policy or policies of insurance procured by The Club under this clause 11 may be rendered void, voidable or unenforceable or whereby the rate of premium payable is liable to be increased.

12. Default

12.1. Events of Default

The Club may terminate this Agreement by giving written notice to the Territory if:

- (1) any moneys due and payable by the Territory to The Club remain unpaid for 10 Business Days after their due date; or
- (2) the Territory breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the Territory and such breach continues for 20 Business Days after notice in writing is given by The Club requiring such breach to be remedied,

12.2. The Club's right to remedy

The Club:

- (1) may remedy at any time any default by the Territory under this Deed of Agreement;
- (2) but shall not be obliged to do so.

12.3. Termination by Territory

The Territory may terminate this Deed of Agreement if:

- (1) The Club breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by The

Club and such breach continues for 20 Business Days after notice in writing is given by the Territory requiring such breach to be remedied;

- (2) The Club is or becomes bankrupt, insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors; or
- (3) The Club ceases to be a Parking Authority in respect of the part of the Car Park located on the Land.

12.4. Waiver

The parties' rights arising from any breach of any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the other party are not prejudiced by:

- (1) a party's failure to take advantage of any default or breach of covenant on the part of the other party; or
- (2) any custom or practice which may develop between the parties; or
- (3) a waiver of any particular breach or default.

13. Termination and Holding Over

13.1. Early Termination

Either party may, by notice terminate this agreement without breach or default upon provide three months' written notice to the other party.

13.2. Yielding up

Upon expiry or sooner the termination of this Deed of Agreement:

- (1) the Territory ceases to be entitled to enter the part of the Car Park on the Land; and
- (2) the Territory must sign any documents and instruments and do all such other things as may be necessary to transfer to The Club or any new Territory or operator of the part of the Car Park on the Land all records as updated to the date of such transfer.

13.3. Removal of VPMs and the Pay Parking Signs

Following the expiration or termination of this Deed of Agreement the Territory must remove VPMs and the Pay Parking Signs.

If the Territory does not remove the VPMs and the Pay Parking Signs when requested, then The Club may remove and store them at the cost of the Territory.

13.4. Holding over

If The Club continues to permit the Territory to provide its services under this Deed of Agreement after the Expiry Date then the Expiry Date and the Term are extended on a quarterly basis until this Deed of Agreement is terminated by either party on providing to the other three months' written notice ending on any day.

14. Development of the Land

14.1. Crown Lease

The Territory acknowledges that The Club is the crown lessee of the Land and The Club intends to develop the Land.

14.2. Carry out works

The Club may, during the Term:

- (1) close that part of the Car Park on the Land;
- (2) require the Territory to remove or reposition any and all of the VPMs and/or signage in that part of the Car Park on the Land; and/or
- (3) otherwise affect the operations of that part of the Car Park on the Land, as a consequence of or as a result of the carrying out of development upon the Land, provided it does not interfere with the operations of the remaining portion of the Car Park.

14.3. The Club to pay costs of VPM or Sign removal or relocation

The Club shall repay to the Territory, upon demand, all reasonable costs incurred by the Territory in removing or repositioning any VPMs or signs required as a result of any development upon the Land by The Club.

14.4. Acceptance

The Territory agrees to perform its obligations under this Deed of Agreement despite:

- (1) the matter referred to in this clause 14; and
- (2) the closure or variation of parts of the Car Park during the Term, to the extent possible given any development works and carried out on the Land by The Club.

14.5. No Objection

The Territory may not object or make any claim for compensation nor rescind or terminate this Deed of Agreement due to any development works carried out on the Land by The Club.

15. Non-disclosure of Territory Information

15.1. The Club must not disclose Territory Information

Except as provided in this Deed of Agreement, The Club must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to The Club's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of The Club without restriction in relation to disclosure before the date of receipt from the Territory.

15.2. The Club to protect Territory Information

The Club must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed of Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

15.3. The Club's use of Territory Information

The Club must:

- (1) use Territory Information held in connection with this Deed of Agreement only for the purposes of fulfilling its obligations under this Deed of Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) as if they were provisions of this Deed of Agreement; and
- (3) not transfer Territory Information held in connection with this Deed of Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

15.4. The Club must notify the Territory

The Club must immediately notify the Territory if the Supplier becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

15.5. Acknowledgement of effect of Crimes Act

The Club acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed of Agreement (other than to a person to whom The Club is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

16. Dispute resolution

16.1. Negotiation of Dispute

If a difference or dispute (Dispute) arises in relation to this Deed of Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

16.2. Mediation of Dispute

If the Dispute has not been resolved pursuant to clause 16.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a

mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share equally the costs of the engagement of the mediator.

16.3. No prejudice

Nothing in this clause 16 will prejudice the rights of either party to institute proceedings to enforce the Deed of Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. General

17.1. Conflict of interest

The Club:

- (1) warrants that, at the date of entering into this Deed of Agreement, no conflict of interest exists or is likely to arise in the carrying out of its obligations under this Deed of Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
 - (a) notify the Territory immediately of that conflict or risk, and
 - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

17.2. No employment, partnership or agency relationship

- (1) Nothing in this Deed of Agreement constitutes The Club, or its Employees and Agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Club must not represent itself, and must ensure its Employees and Agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

17.3. Entire agreement

This Deed of Agreement comprises the entire agreement between the parties in relation to the management and operation of the Car Park and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.4. Severability

Any provision of this Deed of Agreement that is illegal, void or unenforceable will not form part of this Deed of Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed of Agreement will not be invalidated by an illegal, void or unenforceable provision.

17.5. Variation

This Deed of Agreement may be varied only by the written agreement of the parties prior to the expiration of this Deed of Agreement.

17.6. Governing law

This Deed of Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

17.7. Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed of Agreement must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

17.8. Survival of clauses

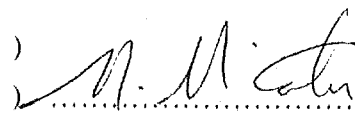
Clauses 10, 15 and 16 will survive the expiration or earlier termination of this Deed of Agreement.

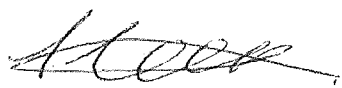
Attachment "A" Car Park



DATE OF THIS AGREEMENT 5 October 2011 2011

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
 in the presence of:

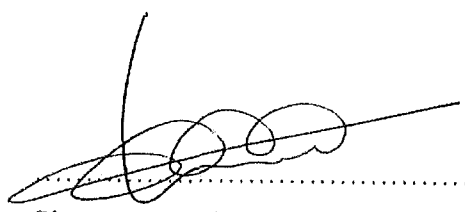
) 
) Signature of Territory delegate

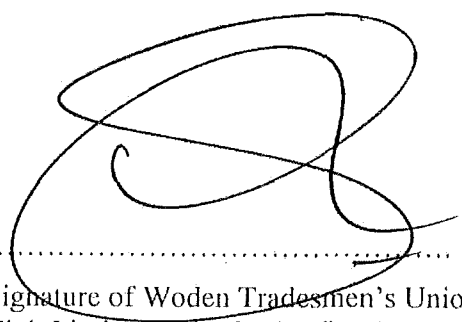

 Signature of witness

M. McCabe
 Print name

Emma Teer
 Print name

SIGNED by or for and on behalf of)
WODEN TRADESMEN'S UNION)
CLUB LIMITED)
ACN 098 643
 in the presence of:


 Signature of witness


 Signature of Woden Tradesmen's Union
 Club Limited authorised officer*

Katharin v.d. Heiligenberg
 Print name

ROBERT DOCKER
 Print name and position CEO


 Signature of second authorised officer

Lohani Wickramaratna Group

 Print name and position *Accountant*

Affix common seal
 if required under
 constitution

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Supplier and witnessed.

Incorporated Association: Must be signed in accordance with the Supplier's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Wednesday, 3 August 2011 7:15 AM
To: Cvetkovski, Dragana
Cc: Bartram, Penelope
Subject: FW: Machine 204 FY 2011-2010.xlsx
Attachments: Machine 204 FY 2011-2010.xlsx

Hi Dragana/Penny,

As discussed, here are the figures for the machine at Woden Tradies club (this machine is on Tradies Property) there are another 2 machines on our land.

Col

Colin Lyons | A/g Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



ACT
Government
Justice and Community Safety

From: Kustic, Rudy
Sent: Wednesday, 3 August 2011 7:12 AM
To: Lyons, ColinP
Subject: Machine 204 FY 2011-2010.xlsx

Hi Col

As per request, see attached file.

Regards
Rudy

Machine - 204 Monthly Figures 2011-2010

2011--2010	Jun-11	May-11	Apr-11	Mar-11	Feb-11	Jan-11	Dec-10	Nov-10	Oct-10	Sep-10
	\$ 7,801.90	\$ 11,788.20	\$ 10,482.60	\$ 10,459.80	\$ 10,811.50	\$ 9,689.65	\$ 8,503.05	\$ 11,826.30	\$ 11,310.50	\$ 10,414.30

Machine - 204 Monthly Figures 2010-2009

2010-2009	Jun-10	May-10	Apr-10	Mar-10	Feb-10	Jan-10	Dec-09	Nov-09	Oct-09	Sep-09
	\$ 7,989.10	\$ 10,221.80	\$ 7,906.50	\$ 9,976.10	\$ 10,407.40	\$ 7,151.40	\$ 8,956.00	\$ 9,573.95	\$ 9,309.90	\$ 9,010.00

* Please note these figures are SNP's

Aug-10	Jul-10	Total
\$ 10,233.70	\$ 10,587.05	\$123,908.55
avg/mth		\$10,325.70

Aug-09	Jul-09	Total
\$ 8,209.65	\$ 10,700.10	\$ 109,411.90
avg/mth		\$9,117.65

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Friday, 5 August 2011 3:35 PM
To: Brokans, Rita
Subject: New agreement
Attachments: Car park agreement.doc

Hi Rita,

Not sure how to approach this but I have been asked to organise a contract between ORS and Tradies Club in Woden.

My understanding is that Tradies Club purchased a certain part of the Woden Car park and are now requiring from the territory a percentage of the revenue collected from the particular parking machine on the purchased block. We have a similar agreement in place with Westfield Belconnen (see attached).

I was hoping if something similar could be prepared for the Tradies Club Woden.

Let me know what the best way is to approach this and I will provide further information.

Thank you

Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate

255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455



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Ramanathan, Yegammai

From: Brokans, Rita
Sent: Monday, 8 August 2011 11:48 AM
To: Cvetkovski, Dragana
Subject: RE: New agreement

Hi Dragana,

This is not a procurement, it is a leasing agreement that should be prepared by the Government Solicitor's Office. I note that the example contract you attached to your enquiry email was prepared by GS, and I am sure they will prepare the same for the Woden carpark circumstance..

Regards,

Rita.

From: Cvetkovski, Dragana
Sent: Friday, 5 August 2011 3:35 PM
To: Brokans, Rita
Subject: New agreement

Hi Rita,
Not sure how to approach this but I have been asked to organise a contract between ORS and Tradies Club in Woden.
My understanding is that Tradies Club purchased a certain part of the Woden Car park and are now requiring from the territory a percentage of the revenue collected from the particular parking machine on the purchased block. We have a similar agreement in place with Westfield Belconnen (see attached).
I was hoping if something similar could be prepared for the Tradies Club Woden.
Let me know what the best way is to approach this and I will provide further information.
Thank you
Dragana

Dragana Cvetkovski | Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455



Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Monday, 15 August 2011 10:57 AM
To: Manuel, Tania
Subject: Request for legal advice
Attachments: Car park agreement.doc; Request for Legal Advice form.doc; Revenue and costing analysis.xlsx; WTUC Car Park Briefing Notes SB.docx

Hi Tania,

As per our conversation last week attached is the Request for legal advice. Let me know if you need any further details and what the next step of the process is.

Thanking you in advance

Cheers

Dragana

Ramanathan, Yegammai

From: Sparke, Chris
Sent: Friday, 12 August 2011 11:49 AM
To: Cvetkovski, Dragana
Cc: Isaks, Paul; Lyons, ColinP; Priest, Jenny
Subject: WTUC Phillip - Parking Agreement

Hi Dragana,

The lease for Block 15 Section 3 Phillip was sold to the WTUC and the lease entered into on 20 June 2011.

The site is not going to be developed for a couple of years and in order to keep the utility of the present car parking situation available for the Public the WTUC have requested that a deal be done between the Government Parking operations people and themselves.

As for the meeting that was held the other week. Mr Steve Brennan (WTUC's CFO) prepared a spreadsheet containing figures which he believed to be a reasonable and equitable split of the income. This was agreed as being reasonable by everyone at the meeting.

WTUC have advised that they would put in the application to become a "Parking Authority" and an agreement now needs to be drafted to reflect the general terms of the spreadsheet, but within the general terms and conditions that are usual for this type of agreement.

It was agreed that any parking fines collected by the Government on the land after the agreement has been signed off will belong to the Territory whilst the income from the entire car park would be divided proportionally between the Territory and the WTUC, with any management fees/commissions charged for the administration of the car park etc. taken from WTUC's share.

If you need any further information or wish to discuss the proposed agreement further, please do not hesitate to give me a call.

Regards

Chris Sparke | Project Manager

Phone: 02 6205 2404

Project Facilitation | Directorate of Economic Development | ACT Government

Level 2 Telstra House, 490 Northbourne Avenue, Dickson ACT 2602

GPO Box 158 Canberra ACT 2601 | www.laps.act.gov.au

Ramanathan, Yegammai

From: Manuel, Tania
Sent: Monday, 15 August 2011 4:37 PM
To: Cvetkovski, Dragana
Subject: RE: Request for legal advice

Im happy with this thanks. The next step is to have it cleared and then sent across to GSO.

Cheers

Tania

-----Original Message-----

From: Cvetkovski, Dragana
Sent: Monday, 15 August 2011 10:57 AM
To: Manuel, Tania
Subject: Request for legal advice

Hi Tania,

As per our conversation last week attached is the Request for legal advice. Let me know if you need any further details and what the next step of the process is.

Thanking you in advance

Cheers

Dragana

Ramanathan, Yegammai

From: Phillips, Brett
Sent: Monday, 15 August 2011 5:09 PM
To: Cvetkovski, Dragana
Subject: request for legal advice
Attachments: 20110815170830907.pdf

Dragana

Signed as requested.

Cheers
Brett

-----Original Message-----

From: MPC5501@act.gov.au [<mailto:MPC5501@act.gov.au>]
Sent: Monday, 15 August 2011 5:09 PM
To: Phillips, Brett
Subject: Message from "RNP00267328F59A"

This E-mail was sent from "RNP00267328F59A" (Aficio MP C5501A).

Scan Date: 15.08.2011 17:08:30 (+1000)

Queries to: MPC5501@act.gov.au

Ramanathan, Yegammai

From: Manuel, Tania
Sent: Monday, 15 August 2011 9:35 PM
To: Cvetkovski, Dragana
Subject: RE: request for legal advice

Hi Dragana

It can simply be emailed to ACTGSO@act.gov.au

Cheers

Tania

-----Original Message-----

From: Cvetkovski, Dragana
 Sent: Monday, 15 August 2011 5:45 PM
 To: Manuel, Tania
 Subject: FW: request for legal advice

Hi Tania,
 Brett signed the document. Is there a particular contact that you have in GSO that I can send this to?

And do they accept scanned copies in the email, or it has to be hard copy?

Sorry about too many questions.

Thanks

Dragana

-----Original Message-----

From: Phillips, Brett
 Sent: Monday, 15 August 2011 5:09 PM
 To: Cvetkovski, Dragana
 Subject: request for legal advice

Dragana

Signed as requested.

Cheers

Brett

-----Original Message-----

From: MPC5501@act.gov.au [<mailto:MPC5501@act.gov.au>]
 Sent: Monday, 15 August 2011 5:09 PM
 To: Phillips, Brett
 Subject: Message from "RNP00267328F59A"

This E-mail was sent from "RNP00267328F59A" (Aficio MP C5501A).

Scan Date: 15.08.2011 17:08:30 (+1000)

Queries to: MPC5501@act.gov.au

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Wednesday, 17 August 2011 12:57 PM
To: Stonham, Carol
Cc: Phillips, Brett
Subject: FW: Parking Authority for the Woden Tradesmens Union Club

Hi Carol,

Colin has forwarded me your request. The answers are as follows:

- Who will get the parking revenue? – Parking fines will be retained by the Territory. Parking fees – WTUC prepared a spreadsheet and are requesting 12.5% of the estimated parking fees collected at the block.
- Is there a split? – 12.5% of the estimated revenue from parking fees has been requested by WTUC
- If yes, what is it? – 12.5%
- Have we consulted Treasury? – No, I have requested legal advice from GSO in regards to preparation of an agreement between ORS and WTUC.

Let me know if you need further info.

Cheers

Dragana

From: Lyons, ColinP
Sent: Wednesday, 17 August 2011 12:17 PM
To: Cvetkovski, Dragana
Subject: FW: Parking Authority for the Woden Tradesmens Union Club

Hi Dragana,

As per discussion, Brett has asked these questions of Carol, but it may be for us instead, do you want it?

Col

Colin Lyons | A/g Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



ACT
 Government
 Justice and Community Safety

From: Stonham, Carol
Sent: Wednesday, 17 August 2011 12:15 PM
To: Lyons, ColinP
Subject: Parking Authority for the Woden Tradesmens Union Club

Hi Colin

Good afternoon. I refer to our conversation today regarding the Woden Tradesmen's Union Club application to be declared as a parking authority for Block 15 Section 3 in Phillip. Brett Phillips has asked the following questions below:

- Who will get the parking revenue?
- Is there a split?
- If yes, what is it?
- Have we consulted Treasury?

Could you please provide answers to the above questions by reply email when you get a chance. If you require any further information please do not hesitate to contact me. Thank you very much. ☺

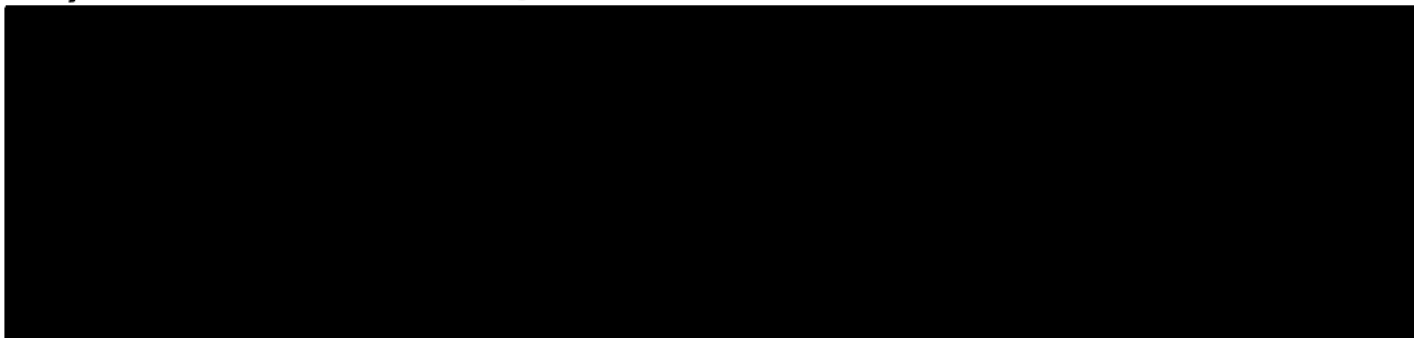
Kind regards

Carol

Carol Stonham | Project Officer | Road Transport Regulation |
Office of Regulatory Services | ACT Government |
Justice and Community Safety Directorate |
Macarthur House | 12 Wattle Street Lyneham ACT 2602 |
GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Phone: 620 75750 | Fax: 620 77160 |

Ramanathan, Yegammai

From: Bartram, Penelope
Sent: Thursday, 25 August 2011 10:18 AM
To: Cvetkovski, Dragana
Subject: Phone message from ACT Govt Solicitor



Penny Bartram | Senior Manager | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
255 Canberra Avenue, Fyshwick | Phone 02 6205 2136 | Fax 02 6207 0455



ACT
Government

Justice and Community Safety

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Tuesday, 6 September 2011 10:50 AM
To: Quiggin, Jon
Cc: Lyons, ColinP
Subject: Carpark Licence II - agreement prepared by GSO
Attachments: Revenue and costing analysis.obr; Carpark Licence II.doc

Hi Jon,

I was hoping if you could pls read through this some time today. Tradies Club was enquiring about it already. This is the second draft. Col and I didn't agree with the first draft which Brendan then rectified (see track changes). The costing spreadsheet provided by the Club is in the attached link. I am still unsure about the use of wording "licence fee" as I don't believe the payments that we will be making to the Club fall into that sort of category.

Your advice would be much appreciated.

Cheers

Dragana

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Tuesday, 6 September 2011 10:51 AM
To: Quiggin, Jon
Cc: Lyons, ColinP
Subject: Carpark Licence II - agreement prepared by GSO

Hi Jon,

I was hoping if you could pls read through this some time today. Tradies Club was enquiring about it already. This is the second draft. Col and I didn't agree with the first draft which Brendan then rectified (see track changes). The costing spreadsheet provided by the Club is in the attached link. I am still unsure about the use of wording "licence fee" as I don't believe the payments that we will be making to the Club fall into that sort of category.

Your advice would be much appreciated.

Cheers

Dragana

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Wednesday, 7 September 2011 1:20 PM
To: Cubin, Derise; McCabe, Mark
Cc: Quiggin, Jon; Hosking, Kim; Cvetkovski, Dragana
Subject: RE: Tradies car park

Hi Derise,

The Tradies club have applied to become an authority with Parking Policy, I am not sure if that has been signed off but I would say it is close. The contracts for the operation of the area were sent back to the GSO yesterday and that should be sent out shortly for the Tradies to sign off, then we can commence.

Hope that helps.

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Cubin, Derise
Sent: Wednesday, 7 September 2011 1:14 PM
To: McCabe, Mark
Cc: Quiggin, Jon; Lyons, ColinP; Hosking, Kim
Subject: RE: Tradies car park

Hi Mark

The Min has signed the reply - I have cut & pasted the response below

I am not sure if Col has had involvement yet but the Tradies need to engage with Rod Paule's area re becoming a parking authority - I am not sure if that has occurred yet.

Jon are you & Col able to advise Kim what may have occurred re this ??

Kim we will give you some info soon ...

Dear [REDACTED]

Thank you for your letter of 8 July 2011 regarding the car park adjacent to the Woden Tradesmen's Union Club (Block 15 Section 3 Phillip).

I have been advised by the Office of Regulatory Services (ORS) that car park revenue sharing has been undertaken in the ACT in the past. I am also advised that the remaining Territory owned car park is to be developed in the not too distant future.

The ORS agrees to enter into formal arrangement with the Tradies in relation to the management of the car park. I am advised that the Tradies will need to become a Parking Authority, which should be a relatively straight forward process. The declaration of a Parking Authority is made by the Road Transport Authority and is a disallowable instrument.

If you have any concerns please do not hesitate to contact the acting Manager of ORS Parking Operations Mr Colin Lyons on 62077069.

Thank you for bringing your concerns to my attention.

Cheer Derise

Derise Cubin | Senior Manager | Compliance

*Office of Regulatory Services | Justice and Community Safety Directorate
Callam Offices Easty Street Woden | Phone 02 6205 3732*



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From: McCabe, Mark
Sent: Wednesday, 7 September 2011 12:06 PM
To: Cubin, Derise
Subject: Fwd: Tradies car park

Hi Derise

Do you know the background to this?

Sent from my iPad

Begin forwarded message:

From: "Hosking, Kim" <kimhosking.Hosking@act.gov.au>
Date: 7 September 2011 11:45:09 AM AEST
To: "Cubin, Derise" <Derise.Cubin@act.gov.au>, "Quiggin, Jon" <Jon.Quiggin@act.gov.au>
Cc: "McCabe, Mark" <Mark.McCabe@act.gov.au>
Subject: Tradies car park

Morning Derise

██████ has been talking to the CM's advisor and the above issue arose. He expressed concern that action hadn't yet been taken in relation to an agreement reached with ORS (TRIM:1237). Is somebody able to give ██████ a call pls and provide me with feedback that I can forward to the CM's office for their info?

Thanks!

Cheers,

Kim.

Ramanathan, Yegammai

From: Quiggin, Jon
Sent: Wednesday, 7 September 2011 1:48 PM
To: Hosking, Kim
Cc: McCabe, Mark; Cubin, Derise; Cvetkovski, Dragana
Subject: RE: Tradies car park

Kim

I have just got off the phone to [REDACTED]

ORS is in the process of finalising the Agreement, through GSO, between the Territory and the Tradies Club in relation to the Tradies becoming a parking authority and how this will affect the management of the car park in question. I have advised [REDACTED] that I would hope that this will be finalised in the next week or so following which it can be executed and encouraged him to contact me again in the intervening time.

Jon

From: Hosking, Kim
Sent: Wednesday, 7 September 2011 11:45 AM
To: Cubin, Derise; Quiggin, Jon
Cc: McCabe, Mark
Subject: Tradies car park

Morning Derise

[REDACTED] has been talking to the CM's advisor and the above issue arose. He expressed concern that action hadn't yet been taken in relation to an agreement reached with ORS (TRIM:1237). Is somebody able to give [REDACTED] a call pls and provide me with feedback that I can forward to the CM's office for their info?

Thanks!

Cheers,
Kim.

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Thursday, 8 September 2011 7:35 AM
To: Quiggin, Jon; Cvetkovski, Dragana
Subject: tradies club

Hi Jon,

I am raising probably a stupid question, but I would rather ask now. I am looking over the original email from the tradies club, I believe that we (I) may have interpreted this back to front.

I believe they want to pay us the 12.5% as a management fee, not us pay them that. I think that they want \$8 per day per bay (excluding public holidays and weekends) they have 140 bays so they would pay us effectively \$140 per day for managing the machine and we keep the enforcement revenue.

This is why they are cranky there is more at stake than \$140 per day there is \$980 per day after paying us. If the original interpretation is wrong than it is my fault as I didn't understand, it is worth looking at the original document email as we will be embarrassed. We will have to talk to Brendan at the GSO before he sends the contract out.

Just a thought?

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069*



Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Thursday, 8 September 2011 10:50 AM
To: Cvetkovski, Dragana
Cc: Quiggin, Jon
Subject: Tradies club

Hi Dragana,

Basically I understand the Tradies club proposal to be they own 140 spots and want \$8 per working day for them. They want us to leave the machine there and maintain it and they will pay us 12.5% of the \$8 per day to do that. So we are basically collecting their money and giving it to them for a fee.

We will enforce the area and keep all revenue from the infringements, which will obviously vary.

This is a 100% occupied car park which has motorcycle bays in there as well which are free, that will continue. We will continue to honour pre paid tickets and other territory owned car park vouchers as we would if it was still owned by the territory.

It is not feasible to try and separate the machine collections as the one machine that will operate on their area is not a true reflection as pre paid and other tickets and government incentives don't come into play so the club view that as missing out.

This is short term 12 months until we develop our remaining area so the minister and Brett did not want to complicate the parking by moving power (for our machines) and blocking areas off it would cause chaos in the area.

The cost of maintaining the machine is minimal, that machine would use a ticket roll a week which is \$70 per week. The technician is in the car park daily to attend our machines so it would not be any more work. The machine has been in location for many years and we have never had any vandalism nor breakages to that area in at least 8 years so minimal amount to continue.

At the initial meeting after the sale all in attendance agreed that this would happen as was the Minister and Brett as it was for a short time.

Hope that helps.

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Monday, 12 September 2011 11:04 AM
To: Quiggin, Jon; Lyons, ColinP
Subject: 20110912 - Woden Tradesman's club car park licence
Attachments: 20110912 - Woden Tradesman's club car park licence.doc

Hi,

The calculation is ok now. Brendan used Licence fee again which we can just change to whatever you think is appropriate. Can you pls let me know what your preference is.

I spoke to Mark McCabe and Moira on Thursday. They don't see any issue with the gross revenue of 87.5% being transferred to the Club. The revenue would have been lost anyways as those bays are not owned by the Territory anymore.

Thanks
Dragana

Ramanathan, Yegammai

From: Quiggin, Jon
Sent: Monday, 12 September 2011 11:36 AM
To: Cvetkovski, Dragana; Lyons, ColinP
Subject: FW: Carpark Licence II - agreement prepared by GSO

Dragana - Further to our discussion a short time ago, here is the email I sent re this Agreement last week. At this stage let's not worry about a Schedule, the issue of both parties nominating a contact person can be done as part of the exchange process. I do however want to change Licence and Licence fee etc to reflect Management

Happy to discuss further as needed.

Col – are you able to advise on whether or not the Tradies have now been appointed as a parking authority?

Jon ☺

From: Cvetkovski, Dragana
Sent: Tuesday, 6 September 2011 10:51 AM
To: Quiggin, Jon
Cc: Lyons, ColinP
Subject: Carpark Licence II - agreement prepared by GSO

Hi Jon,

I was hoping if you could pls read through this some time today. Tradies Club was enquiring about it already. This is the second draft. Col and I didn't agree with the first draft which Brendan then rectified (see track changes). The costing spreadsheet provided by the Club is in the attached link. I am still unsure about the use of wording "licence fee" as I don't believe the payments that we will be making to the Club fall into that sort of category.

Your advice would be much appreciated.

Cheers

Dragana

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Monday, 12 September 2011 11:40 AM
To: Quiggin, Jon; Lyons, ColinP
Subject: 20110912 - Woden Tradesman's club car park licence
Attachments: 20110912 - Woden Tradesman's club car park licence.doc

Hi again,

Changes have been made as discussed. If you are happy with them pls accept them so the agreement can be then sent to the Club.

Cheers

D

Ramanathan, Yegammai

From: Quiggin, Jon
Sent: Monday, 12 September 2011 1:01 PM
To: Cvetkovski, Dragana; Lyons, ColinP
Subject: RE: 20110912 - Woden Tradesman's club car park licence
Attachments: 20110912 - Woden Tradesman's club car park licence.doc

Changes accepted, thanks.

I understand from Col that the appointment of the Tradies club as a Parking Authority has been finalised. In that case, we should be right to send this out to them

Jon

From: Cvetkovski, Dragana
Sent: Monday, 12 September 2011 11:40 AM
To: Quiggin, Jon; Lyons, ColinP
Subject: 20110912 - Woden Tradesman's club car park licence

Hi again,

Changes have been made as discussed. If you are happy with them pls accept them so the agreement can be then sent to the Club.

Cheers

D

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Monday, 12 September 2011 1:03 PM
To: Quiggin, Jon; Cvetkovski, Dragana
Subject: RE: 20110912 - Woden Tradesman's club car park licence

Hi Jon/Dragana,

Michelle from policy will email me the copy of the authority once she has it back (I would hope that is today)

Col

Colin Lyons | Manager | Parking Operations

*Office of Regulatory Services | Justice and Community Safety Directorate
 Level 1 255 Canberra Avenue Fyshwick | Phone 02 6207 7069*



From: Quiggin, Jon
Sent: Monday, 12 September 2011 1:01 PM
To: Cvetkovski, Dragana; Lyons, ColinP
Subject: RE: 20110912 - Woden Tradesman's club car park licence

Changes accepted, thanks.

I understand from Col that the appointment of the Tradies club as a Parking Authority has been finalised. In that case, we should be right to send this out to them

Jon

From: Cvetkovski, Dragana
Sent: Monday, 12 September 2011 11:40 AM
To: Quiggin, Jon; Lyons, ColinP
Subject: 20110912 - Woden Tradesman's club car park licence

Hi again,
 Changes have been made as discussed. If you are happy with them pls accept them so the agreement can be then sent to the Club.

Cheers

D

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Monday, 12 September 2011 2:15 PM
To: Lyons, ColinP
Cc: Quiggin, Jon
Subject: 20110912 - Woden Tradesman's club car park licence
Attachments: 20110912 - Woden Tradesman's club car park licence.doc

Hi Col,

Attached is the final version (Brendan Ding from GSO is happy with it).

I am working from home today so can't do it myself, so I was hoping if you could please print two copies and get the club to sign them both and send them back to us for ORS endorsement.

Or, if you have the email of your contact from the Club you can email it over to them, but make sure that they understand that they should print two copies and sign them both.

Let me know how you go.

Cheers
Dragana

Ramanathan, Yegammai

From: Lyons, ColinP
Sent: Monday, 12 September 2011 2:43 PM
To: Stephen Brennan
Cc: Cvetkovski, Dragana
Subject: Contract
Attachments: 20110912 - Woden Tradesman's club car park licence.doc

Hi Stephen,

Attached is the contract for us to commence management of the car park in Phillip. If happy with arrangement could you please print off and sign 2 copies, and once ready I can meet with you so we can finalise the process as soon as possible.

Regards

Col

Colin Lyons | Manager | Parking Operations

Office of Regulatory Services | Justice and Community Safety Directorate

Level 1 255 Canberra Avenue Fyshwick| Phone 02 6207 7069



ACT
Government

Justice and Community Safety



AUSTRALIAN CAPITAL TERRITORY

CAR PARK FEE COLLECTION AND ENFORCEMENT AGREEMENT

Dated _____ 2011

Parties

AUSTRALIAN CAPITAL TERRITORY

AND

**WODEN TRADESMEN'S UNION CLUB
LIMITED**

ACN 098 643 237

Prepared by

ACT Government Solicitor

Level 5

12 Moore Street

Canberra City ACT 2601

Ph: (02) 6207 0666

Fax: (02) 6207 0650

Ref: [Our Reference]

Version

12 September 2011

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Department of Justice and Community Safety, Office of Regulatory Services

WODEN TRADESMEN'S UNION CLUB LIMITED

ACN 098 643 237 of 1 Furzer Street Woden ACT 2606

(The Club)

BACKGROUND

- A. The Club is the lessee of the Land, under a Crown lease, which includes part of the Car Park (approximately 140 car parking spaces).
 - B. The Road Transport Authority has declared the Club a Parking Authority under s75A of the *Road Transport (Safety and Traffic Management) Regulation 2000* in respect of the part of the Car Park located on the Land.
 - C. The Club wishes to continue to operate that part of the Car Park in the Land as a car park for the duration of this Deed of Agreement.
 - D. The Club has agreed to engage the Territory to operate the part of the Car Park that is on the Land as part of the Car Park, collect the Gross Revenue and police and enforce the Conditions of Use and the Territory has accepted that engagement on the terms set out in this Deed of Agreement.
 - E. The Territory has agreed to pay the Club a fee for the right to operate the Car Park and collect Gross Revenue.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1. Definitions

The following definitions apply in this Deed of Agreement, unless the context otherwise requires.

Authority	means any governmental, semi-governmental, administrative body, department, tribunal or agency having jurisdiction over or in respect of the whole or any part of the Car Park;
Business Day	means each day on which banks are open for business in the Australian Capital Territory other than Saturday, Sunday or any public holiday;
Car Park	means the area designated as a car park on the plan set out in Attachment "A" encompassing part of the Land and adjacent unleased Territory land;

Car Parking Space	means an area or bay within the Car Park designated and intended for the parking of a standard car, but does not include an area or bay designated and intended for the parking of a motorbike.
Commencement Date	means _____ or such other date as may be agreed by the parties in writing;
Conditions of Use	are the conditions for use of the Car Park set out in the <i>Road Transport (General) Act 1999</i> , <i>Road Transport (Safety and Traffic Management) Regulation 2000</i> and related legislative instruments;
Deed of Agreement	means this deed of agreement between, including all annexures, attachments, schedules and appendices;
Employees and Agents	means each of the relevant person's employees, agents, contractors and consultants;
Expiry Date	means the date twelve months following the Commencement Date;
Fines	means, for any period, revenue raised by the issue of parking infringement notices for that period;
Gross Revenue	means for any period, the aggregate of all revenues and receipts collected by the Territory from the VPMs from the Car Park for that period;
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth);
Invoice	means an invoice that: (1) is a valid tax invoice (if GST is payable in respect of the supply of the Goods); (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of Goods that have been supplied in accordance with this Deed of Agreement; (3) sets out details of the Goods supplied, and sets out or is accompanied by any other details or reports required under this Deed of Agreement; and (4) is rendered at the times specified in sub-clause Error! Reference source not found. (if any) and addressed to the Territory's Contract Officer;
Land	means Block 15, Section 3 Division Phillip in the

Australian Capital Territory,

Management Fee	for any period during the Term means an amount calculated in accordance with clause 9 of this Deed of Agreement;
Losses	includes claims, demands, losses, damages and other liabilities;
Parking Fee	means the fee payable to use and occupy space in the Car Park determined under section 96, <i>Road Transport (General) Act 1999</i> (Determination of fees, charges and other amounts);
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Parking Authority	means an entity appointed as a parking Authority under s74A of the <i>Roads Transport (Safety and Traffic Management) Regulations 2000</i> (ACT);
Parking Permit	means volunteer parking permits and mobility parking scheme authorities issued by the Territory under regulations 100 and 101 of the <i>Road Transport (Safety and Traffic Management) Regulations 2000</i> (ACT) respectively, or a pre-paid parking permit issued by the Territory;
Property Taxes	means all general rates, land tax, water and sewerage rates (including water use charges) and any other rates, taxes or assessments which are levied upon the Land and not payable by someone other than The Club;
Records	means all original and copy records, financial records of any nature, documents, files, reports, plans, correspondence, letters and papers of every description and other material belonging to or relating to or used in respect of the Car Park owned or controlled by the Territory;
Term	means the period from the Commencement Date until the Expiry Date or the date this Deed of Agreement is terminated if it occurs other than on the Expiry Date;
Territory	means: (1) when used in a geographical sense, the Australian Capital Territory; and

- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth);

**Territory
Information**

means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to The Club as being confidential;
- (3) is Personal Information,

but does not include information that:

- (4) is or becomes public knowledge other than by breach of this Deed of Agreement;
- (5) has been independently developed or acquired by The Club; or
- (6) has been notified by the Territory to The Club as not being confidential;

**The Club's
Property**

means all plant, equipment, fixtures, fittings, furniture and other property The Club provides in the Car Park, but does not include VPMs and Pay Parking Signs.

VPM

means a voucher parking machine in the Car Park; and

1.2. General

In this Deed of Agreement, unless a contrary intention is expressed:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of this Deed of Agreement;
- (2) expressions importing natural persons include any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (3) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally;
- (4) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (5) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed of

Agreement or any document associated with this Deed of Agreement or any variation which may be made to this Deed of Agreement.

- (6) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (7) “include” is not to be construed as a word of limitation;
- (8) headings have no effect on the interpretation of the provisions; and
- (9) an obligation imposed by this Deed of Agreement on more than one person binds them jointly and severally.

2. Appointment

2.1. Appointment

- 2.1.1 The Club appoints the Territory to operate and manage the Car Park, including the part of the Car Park on the Land, collect the Gross Revenue and police and enforce the Conditions of Use for the Term.

2.2. Acceptance

- 2.2.1 The Territory accepts the appointment in accordance with this Deed of Agreement.

2.3. Authority

- 2.3.1 The Club grants to the Territory and its Employees and Agents the right to enter and use all parts of the Car Park for the purpose of carrying out its obligations under this Deed of Agreement.

3. Term

This Deed of Agreement will commence on the Commencement Date and terminate on the Expiry Date (subject to holding over provisions set out in 13.4) unless otherwise agreed in writing by the parties prior to the Expiry Date.

4. Conduct of Car Park

4.1. Operation of the Car Park

- 4.1.1 The Club acknowledges that the Territory will operate and control the Car Park during the Term.
- 4.1.2 The Territory shall operate the Car Park in a manner that is consistent with its practices and procedures in operating other car parks in the Territory and The Club shall not object to or interfere with the practices adopted by the Territory save as provided for in this Deed of Agreement.

4.2. Territory's obligations

Throughout the Term the Territory must:

- (1) Do all things necessary and convenient to establish within the Car Park a ticket parking scheme under section 76 of the *Road Transport (Safety and Transport Management) Regulations 2000*;

- (2) maintain, repair, replace, service and keep an inventory of all VPMs and Pay Parking Signs in accordance with clause 7;
- (3) engage qualified and competent Employees and Agents;
- (4) consult regularly with The Club in relation to the management of the Car Park;
- (5) enforce the Conditions of Use; and
- (6) ensure its Employees and Agents comply with its obligations under this Deed of Agreement.

5. Parking Fees

5.1. Collection

The Territory may collect and keep the Parking Fees from the VPMs in a manner consistent with its operations in other car parks it manages within the Territory and account to The Club for the Gross Revenue in accordance with clause 9.

5.2. Level of Parking Fees

The Parking Fees shall be as prescribed under section 96 of the *Road Transport (General) Act 1999*.

6. Fines

6.1. Enforcement of Conditions

The Territory must:

- (1) police and enforce the infringement of the Conditions of Use (including patrons of the Car Park who have parked in the Car Park without a voucher from a VPM, or who remain parked in the Car Park after the time permitted by a voucher has passed) by issuing parking infringement notices;
- (2) ensure the Car Park is regularly attended by uniformed Employees and Agents of the Territory, who must regularly monitor for infringements of the Conditions of Use (and in any event not less frequently than the Territory's practice prior to the Commencement Date); and
- (3) use its best endeavours to collect any outstanding Fines consistent with its normal fine enforcement practices in the Territory.

7. Maintenance of VPMs and Pay Parking Signs

7.1. Acknowledgement

The Club acknowledges that the VPMs and the Pay Parking Signs are the property of the Territory.

7.2. Obligations:

The Territory must at its cost:

- (1) keep an inventory of VPMs and the Pay Parking Signs;
- (2) keep the VPMs and Pay Parking Signs in good working order and condition including promptly carrying out any necessary repairs and

maintenance (including repairs and maintenance of a capital and structural nature) consistent with its normal practices;

- (3) service the VPMs and the Pay Parking Signs in accordance with the manufacturer's recommendations, or if none, to a reasonable and prudent standard; and
- (4) replace any broken VPMs and the Pay Parking Signs or parts of VPMs and the Pay Parking Signs at its own cost.

7.3. Update signs

The Territory must ensure that Pay Parking Signs correctly detail the charges for parking in the Car Park, as updated from time to time.

8. Fees and Fines

8.1. Management Fee

Subject to the Territory fulfilling its obligations under this Deed of Agreement the Territory agrees to pay to The Club the Management Fee in the manner specified in clause 9.

8.2. Fines

The Territory is entitled to retain all Fines.

9. Revenue and Payments

9.1. Revenue

The Territory is entitled to retain the Gross Revenue collected from the Car Park.

9.2. Payment of Management Fee

The Territory shall pay to The Club from the Gross Revenue a Management Fee each quarter equal to \$980.00 for each Business Day in that quarter during the Term.

The Territory shall pay the Management Fee within 30 days of the end of each quarter.

10. Indemnities and releases

10.1. Territory indemnifies The Club

The Territory will be responsible for and indemnify The Club, its Employees and Agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the Territory, its Employees and Agents caused by the negligence or default of the Territory, its Employees and Agents in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at the Territory's expense, except to the extent that The Club caused or contributed to the relevant loss, damage or injury.

10.2. The Club indemnifies Territory

The Club will be responsible for and indemnify the Territory, its employees and agents against liability in respect of all claims and for all loss, damage or

injury to persons or property caused by the negligence or default of The Club, its Employees and Agents, in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at The Club's expense, except to the extent that the Territory caused or contributed to the relevant loss, damage or injury.

11. The Club Covenants

11.1. Payment of Property Taxes

The Club must pay and fully discharge all Property Taxes assessed or charged on the Land including the part of the Car Park owned by it during the Term.

11.2. Public Liability Insurance

The Club, at its expense, must at all times during the Term cause to be procured and maintained a policy of public risk insurance with respect to the Land (including the part of the Car Park owned by it) with a reputable insurance company in which the limit of liability for a single claim will be not less than \$20,000,000 and the overall limit of liability during the period of insurance will not be less than \$20,000,000.

11.3. Territory not to void Insurance

The Territory must not knowingly do or permit anything to be done in the Car Park whereby the policy or policies of insurance procured by The Club under this clause 11 may be rendered void, voidable or unenforceable or whereby the rate of premium payable is liable to be increased.

12. Default

12.1. Events of Default

The Club may terminate this Agreement by giving written notice to the Territory if:

- (1) any moneys due and payable by the Territory to The Club remain unpaid for 10 Business Days after their due date; or
- (2) the Territory breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the Territory and such breach continues for 20 Business Days after notice in writing is given by The Club requiring such breach to be remedied,

12.2. The Club's right to remedy

The Club:

- (1) may remedy at any time any default by the Territory under this Deed of Agreement;
- (2) but shall not be obliged to do so.

12.3. Termination by Territory

The Territory may terminate this Deed of Agreement if:

- (1) The Club breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by The Club and such breach continues for 20 Business Days after notice in writing is given by the Territory requiring such breach to be remedied;
- (2) The Club is or becomes bankrupt, insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors; or
- (3) The Club ceases to be a Parking Authority in respect of the part of the Car Park located on the Land.

12.4. Waiver

The parties' rights arising from any breach of any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the other party are not prejudiced by:

- (1) a party's failure to take advantage of any default or breach of covenant on the part of the other party; or
- (2) any custom or practice which may develop between the parties; or
- (3) a waiver of any particular breach or default.

13. Termination and Holding Over

13.1. Early Termination

Either party may, by notice, terminate this agreement without breach or default with one month's written notice to the other party.

13.2. Yielding up

Upon expiry or sooner the termination of this Deed of Agreement:

- (1) the Territory ceases to be entitled to enter the part of the Car Park on the Land; and
- (2) the Territory must sign any documents and instruments and do all such other things as may be necessary to transfer to The Club or any new Territory or operator of the part of the Car Park on the Land all records as updated to the date of such transfer.

13.3. Removal of VPMs and the Pay Parking Signs

Following the expiration or termination of this Deed of Agreement the Territory must remove VPMs and the Pay Parking Signs.

If the Territory does not remove the VPMs and the Pay Parking Signs when requested, then The Club may remove and store them at the cost of the Territory.

13.4. Holding over

If The Club continues to permit the Territory to provide its services under this Deed of Agreement after the Expiry Date then the Expiry Date and the Term are extended on a monthly basis until this Deed of Agreement is terminated by

either party on providing to the other one month's written notice ending on any day.

14. Development of the Land

14.1. Crown Lease

The Territory acknowledges that The Club is the crown lessee of the Land and The Club intends to develop the Land.

14.2. Carry out works

The Club may, during the Term:

- (1) close that part of the Car Park on the Land;
 - (2) require the Territory to remove or reposition any and all of the VPMs and/or signage in that part of the Car Park on the Land; and/or
 - (3) otherwise affect the operations of that part of the Car Park on the Land,
- as a consequence of or as a result of the carrying out of development upon the Land, provided it does not interfere with the operations of the remaining portion of the Car Park.

14.3. The Club to pay costs of VPM or Sign removal or relocation

The Club shall repay to the Territory, upon demand, all reasonable costs incurred by the Territory in removing or repositioning any VPMs or signs required as a result of any development upon the Land by The Club.

14.4. Acceptance

The Territory agrees to perform its obligations under this Deed of Agreement despite:

- (1) the matter referred to in this clause 14; and
 - (2) the closure or variation of parts of the Car Park during the Term,
- to the extent possible given any development works and carried out on the Land by The Club.

14.5. No Objection

The Territory may not object or make any claim for compensation nor rescind or terminate this Deed of Agreement due to any development works carried out on the Land by The Club.

15. Non-disclosure of Territory Information

15.1. The Club must not disclose Territory Information

Except as provided in this Deed of Agreement, The Club must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to The Club's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or

- (4) in the possession of The Club without restriction in relation to disclosure before the date of receipt from the Territory.

15.2. The Club to protect Territory Information

The Club must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed of Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

15.3. The Club's use of Territory Information

The Club must:

- (1) use Territory Information held in connection with this Deed of Agreement only for the purposes of fulfilling its obligations under this Deed of Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) as if they were provisions of this Deed of Agreement; and
- (3) not transfer Territory Information held in connection with this Deed of Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

15.4. The Club must notify the Territory

The Club must immediately notify the Territory if the Supplier becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

15.5. Acknowledgement of effect of Crimes Act

The Club acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed of Agreement (other than to a person to whom The Club is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

16. Dispute resolution

16.1. Negotiation of Dispute

If a difference or dispute (Dispute) arises in relation to this Deed of Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

16.2. Mediation of Dispute

If the Dispute has not been resolved pursuant to clause 16.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share equally the costs of the engagement of the mediator.

16.3. No prejudice

Nothing in this clause 16 will prejudice the rights of either party to institute proceedings to enforce the Deed of Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. General

17.1. Conflict of interest

The Club:

- (1) warrants that, at the date of entering into this Deed of Agreement, no conflict of interest exists or is likely to arise in the carrying out of its obligations under this Deed of Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
 - (a) notify the Territory immediately of that conflict or risk, and
 - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

17.2. No employment, partnership or agency relationship

- (1) Nothing in this Deed of Agreement constitutes The Club, or its Employees and Agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Club must not represent itself, and must ensure its Employees and Agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

17.3. Entire agreement

This Deed of Agreement comprises the entire agreement between the parties in relation to the management and operation of the Car Park and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.4. Severability

Any provision of this Deed of Agreement that is illegal, void or unenforceable will not form part of this Deed of Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed of Agreement will not be invalidated by an illegal, void or unenforceable provision.

17.5. Variation

This Deed of Agreement may be varied only by the written agreement of the parties prior to the expiration of this Deed of Agreement.

17.6. Governing law

This Deed of Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

17.7. Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed of Agreement must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

17.8. Survival of clauses

Clauses 10, 15 and 16 will survive the expiration or earlier termination of this Deed of Agreement.

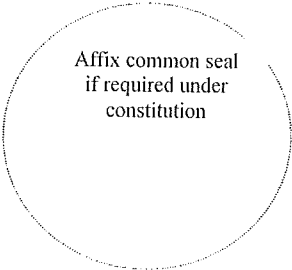
Attachment “A”

Car Park



.....

Print name and position



Note:

- Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Individual:** Must be signed by the individual Supplier and witnessed.
- Incorporated Association:** Must be signed in accordance with the Supplier's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Wednesday, 22 May 2013 5:20 PM
To: Snowden, David; Barrett, Lara
Subject: Woden Tradies Agreement - removal of Territory parking machine
Attachments: Car Park Fee Collection and Enforcement Agreement.PDF; 2013022 - Letter of termination.pdf

Hi David and Lara,

I checked Woden Tradies car park revenue collection agreement and it looks like (as per Clause 13.2 and 13.3) the Territory should be removing the machine from the Tradies land. As per the termination letter attached, we have given them 3 months termination notice which will expire on the 26th May so I guess we should arrange the removal of the machine before then.

I am just flagging this, I will leave it to you to make further decisions about it.
Cheers
Dragana



AUSTRALIAN CAPITAL TERRITORY

CAR PARK FEE COLLECTION AND ENFORCEMENT AGREEMENT

Dated

1 July 2011

Parties

AUSTRALIAN CAPITAL TERRITORY

AND

WODEN TRADESMEN'S UNION CLUB
LIMITED

ACN 098 643 237

Prepared by

ACT Government Solicitor
Level 5
12 Moore Street
Canberra City ACT 2601
Ph: (02) 6207 0666
Fax: (02) 6207 0650
Ref: [Our Reference]

Version

Final: September 2011

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the Department of Justice and Community Safety, Office of Regulatory Services

WODEN TRADESMEN'S UNION CLUB LIMITED

ACN 098 643 237 of 1 Furzer Street Woden ACT 2606

(The Club)

BACKGROUND

- A. The Club is the lessee of the Land, under a Crown lease, which includes part of the Car Park (approximately 140 car parking spaces).
 - B. The Road Transport Authority has declared the Club a Parking Authority under s75A of the *Road Transport (Safety and Traffic Management) Regulation 2000* in respect of the part of the Car Park located on the Land.
 - C. The Club wishes to continue to operate that part of the Car Park in the Land as a car park for the duration of this Deed of Agreement.
 - D. The Club has agreed to engage the Territory to operate the part of the Car Park that is on the Land as part of the Car Park, collect the Gross Revenue and police and enforce the Conditions of Use and the Territory has accepted that engagement on the terms set out in this Deed of Agreement.
 - E. The Territory has agreed to pay the Club a fee for the right to operate the Car Park and collect Gross Revenue.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1. Definitions

The following definitions apply in this Deed of Agreement, unless the context otherwise requires.

Authority means any governmental, semi-governmental, administrative body, department, tribunal or agency having jurisdiction over or in respect of the whole or any part of the Car Park;

Business Day means each day on which banks are open for business in the Australian Capital Territory other than Saturday, Sunday or any public holiday;

Car Park means the area designated as a car park on the plan set out in Attachment "A" encompassing part of the Land and adjacent unleased Territory land;

Car Parking Space	means an area or bay within the Car Park designated and intended for the parking of a standard car, but does not include an area or bay designated and intended for the parking of a motorbike.
Commencement Date	means <u>1 July 2011</u> or such other date as may be agreed by the parties in writing;
Conditions of Use	are the conditions for use of the Car Park set out in the <i>Road Transport (General) Act 1999</i> , <i>Road Transport (Safety and Traffic Management) Regulation 2000</i> and related legislative instruments;
Deed of Agreement	means this deed of agreement between, including all annexures, attachments, schedules and appendices;
Employees and Agents	means each of the relevant person's employees, agents, contractors and consultants;
Expiry Date	means the date twelve months following the Commencement Date;
Fines	means, for any period, revenue raised by the issue of parking infringement notices for that period;
Gross Revenue	means for any period, the aggregate of all revenues and receipts collected by the Territory from the VPMs from the Car Park for that period;
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth);
Invoice	means an invoice that: (1) is a valid tax invoice (if GST is payable in respect of the supply of the service); (2) clearly sets out the amount that is due for payment, is correctly calculated and is in respect of service that have been supplied in accordance with this Deed of Agreement; and (3) sets out details of the service supplied, and sets out or is accompanied by any other details or reports required under this Deed of Agreement.
Land	means Block 15, Section 3 Division Phillip in the Australian Capital Territory,
Licence Fee	for any period during the Term means an amount calculated in accordance with clause 9 of this Deed of Agreement;

Losses	includes claims, demands, losses, damages and other liabilities;
Parking Fee	means the fee payable to use and occupy space in the Car Park determined under section 96, <i>Road Transport (General) Act 1999</i> (Determination of fees, charges and other amounts);
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Parking Authority	means an entity appointed as a parking Authority under s74A of the <i>Roads Transport (Safety and Traffic Management) Regulations 2000</i> (ACT);
Parking Permit	means volunteer parking permits and mobility parking scheme authorities issued by the Territory under regulations 100 and 101 of the <i>Road Transport (Safety and Traffic Management) Regulations 2000</i> (ACT) respectively, or a pre-paid parking permit issued by the Territory;
Property Taxes	means all general rates, land tax, water and sewerage rates (including water use charges) and any other rates, taxes or assessments which are levied upon the Land and not payable by someone other than The Club;
Records	means all original and copy records, financial records of any nature, documents, files, reports, plans, correspondence, letters and papers of every description and other material belonging to or relating to or used in respect of the Car Park owned or controlled by the Territory;
Term	means the period from the Commencement Date until the Expiry Date or the date this Deed of Agreement is terminated if it occurs other than on the Expiry Date;
Territory	means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth);

**Territory
Information**

means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Territory to The Club as being confidential;
- (3) is Personal Information,

but does not include information that:

- (4) is or becomes public knowledge other than by breach of this Deed of Agreement;
- (5) has been independently developed or acquired by The Club; or
- (6) has been notified by the Territory to The Club as not being confidential;

**The Club's
Property**

means all plant, equipment, fixtures, fittings, furniture and other property The Club provides in the Car Park, but does not include VPMs and Pay Parking Signs.

VPM

means a voucher parking machine in the Car Park; and

1.2. General

In this Deed of Agreement, unless a contrary intention is expressed:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of this Deed of Agreement;
- (2) expressions importing natural persons include any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (3) any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally;
- (4) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (5) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed of Agreement or any document associated with this Deed of Agreement or any variation which may be made to this Deed of Agreement.
- (6) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase

is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (7) "include" is not to be construed as a word of limitation;
- (8) headings have no effect on the interpretation of the provisions; and
- (9) an obligation imposed by this Deed of Agreement on more than one person binds them jointly and severally.

2. Appointment and grant of licence

2.1. Appointment

- 2.1.1 The Club appoints the Territory to operate and manage the Car Park, including the part of the Car Park on the Land, collect the Gross Revenue and police and enforce the Conditions of Use for the Term.

2.2. Acceptance

- 2.2.1 The Territory accepts the appointment in accordance with this Deed of Agreement.

2.3. Authority

- 2.3.1 The Club grants to the Territory and its Employees and Agents the right to enter and use all parts of the Car Park for the purpose of carrying out its obligations under this Deed of Agreement.

3. Term

This Deed of Agreement will commence on the Commencement Date and terminate on the Expiry Date (subject to holding over provisions set out in 13.4) unless otherwise agreed in writing by the parties prior to the Expiry Date.

4. Conduct of Car Park

4.1. Operation of the Car Park

- 4.1.1 The Club acknowledges that the Territory will operate and control the Car Park during the Term.
- 4.1.2 The Territory shall operate the Car Park in a manner that is consistent with its practices and procedures in operating other car parks in the Territory and The Club shall not object to or interfere with the practices adopted by the Territory save as provided for in this Deed of Agreement.

4.2. Territory's obligations

Throughout the Term the Territory must:

- (1) Do all things necessary and convenient to establish within the Car Park a ticket parking scheme under section 76 of the *Road Transport (Safety and Transport Management) Regulations 2000*;
- (2) maintain, repair, replace, service and keep an inventory of all VPMs and Pay Parking Signs in accordance with clause 7;
- (3) engage qualified and competent Employees and Agents;

- (4) consult regularly with The Club in relation to the management of the Car Park;
- (5) enforce the Conditions of Use; and
- (6) ensure its Employees and Agents comply with its obligations under this Deed of Agreement.

5. Parking Fees

5.1. Collection

The Territory may collect and keep the Parking Fees from the VPMs in a manner consistent with its operations in other car parks it manages within the Territory and account to The Club for the Gross Revenue in accordance with clause 9.

5.2. Level of Parking Fees

The Parking Fees shall be as prescribed under section 96 of the *Road Transport (General) Act 1999*.

6. Fines

6.1. Enforcement of Conditions

The Territory must:

- (1) police and enforce the infringement of the Conditions of Use (including patrons of the Car Park who have parked in the Car Park without a voucher from a VPM, or who remain parked in the Car Park after the time permitted by a voucher has passed) by issuing parking infringement notices;
- (2) ensure the Car Park is regularly attended by uniformed Employees and Agents of the Territory, who must regularly monitor for infringements of the Conditions of Use (and in any event not less frequently than the Territory's practice prior to the Commencement Date); and
- (3) use its best endeavours to collect any outstanding Fines consistent with its normal fine enforcement practices in the Territory.

7. Maintenance of VPMs and Pay Parking Signs

7.1. Acknowledgement

The Club acknowledges that the VPMs and the Pay Parking Signs are the property of the Territory.

7.2. Obligations:

The Territory must at its cost:

- (1) keep an inventory of VPMs and the Pay Parking Signs;
- (2) keep the VPMs and Pay Parking Signs in good working order and condition including promptly carrying out any necessary repairs and maintenance (including repairs and maintenance of a capital and structural nature) consistent with its normal practices;

- (3) service the VPMs and the Pay Parking Signs in accordance with the manufacturer's recommendations, or if none, to a reasonable and prudent standard; and
- (4) replace any broken VPMs and the Pay Parking Signs or parts of VPMs and the Pay Parking Signs at its own cost.

7.3. Update signs

The Territory must ensure that Pay Parking Signs correctly detail the charges for parking in the Car Park, as updated from time to time.

8. Fees and Fines

8.1. Licence Fee

Subject to the Territory fulfilling its obligations under this Deed of Agreement the Territory agrees to pay to The Club the Licence Fee in the manner specified in clause 9.

8.2. Fines

The Territory is entitled to retain all Fines.

9. Revenue and Payments

9.1. Revenue

The Territory is entitled to retain the Gross Revenue collected from the Car Park.

9.2. Payment of Licence Fee

The Territory shall pay to The Club a Licence Fee each quarter equal to \$980.00 (excluding GST) for each Business Day in that quarter during the Term.

The Territory shall pay the Licence Fee within 30 of the end of each quarter.

10. Indemnities and releases

10.1. Territory indemnifies The Club

The Territory will be responsible for and indemnify The Club, its Employees and Agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the Territory, its Employees and Agents caused by the negligence or default of the Territory, its Employees and Agents in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at the Territory's expense, except to the extent that The Club caused or contributed to the relevant loss, damage or injury.

10.2. The Club indemnifies Territory

The Club will be responsible for and indemnify the Territory, its employees and agents against liability in respect of all claims and for all loss, damage or injury to persons or property caused by the negligence or default of The Club, its Employees and Agents, in connection with its duties under this Deed of Agreement and the amount of all claims, damage, costs and expenses which

may be paid, suffered or incurred by those indemnified in respect of any such claim, loss, damage or injury will be made good at The Club's expense, except to the extent that the Territory caused or contributed to the relevant loss, damage or injury.

11. The Club Covenants

11.1. Payment of Property Taxes

The Club must pay and fully discharge all Property Taxes assessed or charged on the Land including the part of the Car Park owned by it during the Term.

11.2. Public Liability Insurance

The Club, at its expense, must at all times during the Term cause to be procured and maintained a policy of public risk insurance with respect to the Land (including the part of the Car Park owned by it) with a reputable insurance company in which the limit of liability for a single claim will be not less than \$20,000,000 and the overall limit of liability during the period of insurance will not be less than \$20,000,000.

11.3. Territory not to void Insurance

The Territory must not knowingly do or permit anything to be done in the Car Park whereby the policy or policies of insurance procured by The Club under this clause 11 may be rendered void, voidable or unenforceable or whereby the rate of premium payable is liable to be increased.

12. Default

12.1. Events of Default

The Club may terminate this Agreement by giving written notice to the Territory if:

- (1) any moneys due and payable by the Territory to The Club remain unpaid for 10 Business Days after their due date; or
- (2) the Territory breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the Territory and such breach continues for 20 Business Days after notice in writing is given by The Club requiring such breach to be remedied,

12.2. The Club's right to remedy

The Club:

- (1) may remedy at any time any default by the Territory under this Deed of Agreement;
- (2) but shall not be obliged to do so.

12.3. Termination by Territory

The Territory may terminate this Deed of Agreement if:

- (1) The Club breaches any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by The

Club and such breach continues for 20 Business Days after notice in writing is given by the Territory requiring such breach to be remedied;

- (2) The Club is or becomes bankrupt, insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors; or
- (3) The Club ceases to be a Parking Authority in respect of the part of the Car Park located on the Land.

12.4. Waiver

The parties' rights arising from any breach of any of the covenants and agreements contained or implied in this Deed of Agreement to be observed or performed by the other party are not prejudiced by:

- (1) a party's failure to take advantage of any default or breach of covenant on the part of the other party; or
- (2) any custom or practice which may develop between the parties; or
- (3) a waiver of any particular breach or default.

13. Termination and Holding Over

13.1. Early Termination

Either party may, by notice terminate this agreement without breach or default upon provide three months' written notice to the other party.

13.2. Yielding up

Upon expiry or sooner the termination of this Deed of Agreement:

- (1) the Territory ceases to be entitled to enter the part of the Car Park on the Land; and
- (2) the Territory must sign any documents and instruments and do all such other things as may be necessary to transfer to The Club or any new Territory or operator of the part of the Car Park on the Land all records as updated to the date of such transfer.

13.3. Removal of VPMs and the Pay Parking Signs

Following the expiration or termination of this Deed of Agreement the Territory must remove VPMs and the Pay Parking Signs.

If the Territory does not remove the VPMs and the Pay Parking Signs when requested, then The Club may remove and store them at the cost of the Territory.

13.4. Holding over

If The Club continues to permit the Territory to provide its services under this Deed of Agreement after the Expiry Date then the Expiry Date and the Term are extended on a quarterly basis until this Deed of Agreement is terminated by either party on providing to the other three months' written notice ending on any day.

14. Development of the Land

14.1. Crown Lease

The Territory acknowledges that The Club is the crown lessee of the Land and The Club intends to develop the Land.

14.2. Carry out works

The Club may, during the Term:

- (1) close that part of the Car Park on the Land;
 - (2) require the Territory to remove or reposition any and all of the VPMs and/or signage in that part of the Car Park on the Land; and/or
 - (3) otherwise affect the operations of that part of the Car Park on the Land,
- as a consequence of or as a result of the carrying out of development upon the Land, provided it does not interfere with the operations of the remaining portion of the Car Park.

14.3. The Club to pay costs of VPM or Sign removal or relocation

The Club shall repay to the Territory, upon demand, all reasonable costs incurred by the Territory in removing or repositioning any VPMs or signs required as a result of any development upon the Land by The Club.

14.4. Acceptance

The Territory agrees to perform its obligations under this Deed of Agreement despite:

- (1) the matter referred to in this clause 14; and
 - (2) the closure or variation of parts of the Car Park during the Term,
- to the extent possible given any development works and carried out on the Land by The Club.

14.5. No Objection

The Territory may not object or make any claim for compensation nor rescind or terminate this Deed of Agreement due to any development works carried out on the Land by The Club.

15. Non-disclosure of Territory Information

15.1. The Club must not disclose Territory Information

Except as provided in this Deed of Agreement, The Club must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to The Club's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of The Club without restriction in relation to disclosure before the date of receipt from the Territory.

15.2. The Club to protect Territory Information

The Club must take all reasonable measures to ensure that:

- (1) Territory Information accessed or held by it in connection with this Deed of Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel have access to Territory Information.

15.3. The Club's use of Territory Information

The Club must:

- (1) use Territory Information held in connection with this Deed of Agreement only for the purposes of fulfilling its obligations under this Deed of Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) as if they were provisions of this Deed of Agreement; and
- (3) not transfer Territory Information held in connection with this Deed of Agreement outside the Territory, or allow any person (other than authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory.

15.4. The Club must notify the Territory

The Club must immediately notify the Territory if the Supplier becomes aware that:

- (1) a disclosure of Territory Information may be required by law; or
- (2) an unauthorised disclosure of Territory Information has occurred.

15.5. Acknowledgement of effect of Crimes Act

The Club acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Deed of Agreement (other than to a person to whom The Club is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

16. Dispute resolution

16.1. Negotiation of Dispute

If a difference or dispute (Dispute) arises in relation to this Deed of Agreement, then either party may give notice to the other that a Dispute exists, which specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons who have authority to intervene and direct some form of resolution.

16.2. Mediation of Dispute

If the Dispute has not been resolved pursuant to clause 16.1 within 28 days of the notice of the Dispute, then the parties agree that they will undertake a

mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will share equally the costs of the engagement of the mediator.

16.3. No prejudice

Nothing in this clause 16 will prejudice the rights of either party to institute proceedings to enforce the Deed of Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. General

17.1. Conflict of interest

The Club:

- (1) warrants that, at the date of entering into this Deed of Agreement, no conflict of interest exists or is likely to arise in the carrying out of its obligations under this Deed of Agreement; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the Term:
 - (a) notify the Territory immediately of that conflict or risk, and
 - (b) comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

17.2. No employment, partnership or agency relationship

- (1) Nothing in this Deed of Agreement constitutes The Club, or its Employees and Agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose.
- (2) The Club must not represent itself, and must ensure its Employees and Agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

17.3. Entire agreement

This Deed of Agreement comprises the entire agreement between the parties in relation to the management and operation of the Car Park and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.4. Severability

Any provision of this Deed of Agreement that is illegal, void or unenforceable will not form part of this Deed of Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed of Agreement will not be invalidated by an illegal, void or unenforceable provision.

17.5. Variation

This Deed of Agreement may be varied only by the written agreement of the parties prior to the expiration of this Deed of Agreement.

17.6. Governing law

This Deed of Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

17.7. Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed of Agreement must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

17.8. Survival of clauses

Clauses 10, 15 and 16 will survive the expiration or earlier termination of this Deed of Agreement.

Attachment "A"
Car Park



DATE OF THIS AGREEMENT 5 October 2011 2011

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY

in the presence of:

) M. McCabe

) Signature of Territory delegate

[Signature]

Signature of witness

M. McCabe

Print name

Tamara Teer

Print name

SIGNED by or for and on behalf of
WODEN TRADESMEN'S UNION
CLUB LIMITED

ACN 098 643

in the presence of:

[Signature]

Signature of witness

[Signature]

Signature of Woden Tradesmen's Union
Club Limited authorised officer*

Katharin v.d. Heiligenberg

Print name

ROBERT DOCKER

Print name and position CEO

[Signature]

Signature of second authorised officer

Lohani Wickramaratna Group

 Print name and position *Accountant*

Affix common seal
 if required under
 constitution

Note:

- Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Individual:** Must be signed by the individual Supplier and witnessed.
- Incorporated Association:** Must be signed in accordance with the Supplier's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Wednesday, 22 May 2013 5:28 PM
To: Snowden, David; Barrett, Lara
Subject: RE: Woden Tradies Agreement - removal of Territory parking machine

I am not sure how it works. Is that their land officially? If it is, we can't collect revenue from there unless we have an agreement - I think.
 I don't know under what terms LDA has sold them that land, either.
 I think there are lots of questions around what sort of implications there are on Tradies and the Territory. Not sure who can answer them.

I am only flagging what the agreement says. Would be in breach if we don't remove the machine? Would GSO be the place to provide these answers? No idea...

-----Original Message-----

From: Snowden, David
Sent: Wednesday, 22 May 2013 5:23 PM
To: Cvetkovski, Dragana; Barrett, Lara
Subject: RE: Woden Tradies Agreement - removal of Territory parking machine

Thanks Dragana. If we remove the machine then won't that impact on our revenue given the tradies will not be entitled to any post 26 may?

Cheers
 david

-----Original Message-----

From: Cvetkovski, Dragana
Sent: Wednesday, 22 May 2013 5:20 PM
To: Snowden, David; Barrett, Lara
Subject: Woden Tradies Agreement - removal of Territory parking machine

Hi David and Lara,

I checked Woden Tradies car park revenue collection agreement and it looks like (as per Clause 13.2 and 13.3) the Territory should be removing the machine from the Tradies land. As per the termination letter attached, we have given them 3 months termination notice which will expire on the 26th May so I guess we should arrange the removal of the machine before then.

I am just flagging this, I will leave it to you to make further decisions about it.
 Cheers
 Dragana

Ramanathan, Yegammai

From: Cvetkovski, Dragana
Sent: Monday, 27 May 2013 11:01 AM
To: Barrett, Lara; Snowden, David
Cc: Quiggin, Jon
Subject: phone call from Tradies Woden

Hi Lara and David,

Just had a call from Stephen Brennan from Woden Tradies asking me if I knew anything about the new agreement between ORS and Tradies (eg. the percentage split of revenue collected). I told him that I was not aware of any details and that one of you would give him a call sometime this week (ph. 6162 5656 or [REDACTED]).

He indicated that he was having a meeting this morning with Demac to discuss parking arrangements and he was quite confident that Demac would be happy to enter into a joint agreement with Tradies and the Territory regarding the management of the carpark and the revenue allocation. He said that the agreement would only be for 8 months or so.

Things to consider:

- Implications on public and the availability of carpark spaces in Woden
- Do we have an agreement with both or neither? Not sure if having an agreement with one party and not another is justifiable.
- What would be the revenue percentage split if the agreement is with both Tradies and Demac?

Cheers
Dragana

Dragana Cvetkovski | Senior Manager, Finance and Budgets | Business and Finance Services

Office of Regulatory Services | Justice and Community Safety Directorate
255 Canberra Avenue, Fyshwick | Phone 02 6205 3456 | Fax 02 6207 0455



ACT
Government

Justice and Community Safety