

## 14 - Tenancy

### 14.03

#### Ainslie+Gorman Car Park Policy

##### **PURPOSE**

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This policy outlines the procedures and guidelines for using the car parking facilities at both Ainslie Arts Centre and Gorman Arts Centre. Responsibilities of staff, patrons and visitors are detailed.

##### **CHAIN OF RESPONSIBILITY**

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- **Patrons** must comply with this policy's terms and conditions.
- **Business Administration** Assistant handles applications and patron information under the supervision of the Chief Operations Officer (COO).
- **Communications** are managed by the Business Administration Assistant with oversight from the COO and Communications Manager. CEO involvement as needed.
- **Financial processing** is managed by the CFO and bookkeeper.

##### **PROCEDURE REFERENCES**

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Refer to the **Elder Street Car Park Application Pack** for detailed application procedures.

# POLICY

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## 1. CASUAL ONSITE PARKING

Parking is limited to marked bays within the centres' boundaries, defined by surrounding footpaths.

These spaces are reserved for users of the centres only. Notices will be issued and registration numbers noted for violations and unauthorised usage of the car park.

No parking is allowed on grass, loading zones or footpaths.

### 1.1 Ainslie Arts Centre Turn Circle

Parking in the front turn circle off Elouera Street is monitored.

Users of the Ainslie turn circle are advised that it is a shared zone. Drivers are urged to navigate the area cautiously, including driving and reversing out of parking bays slowly, and to remain vigilant of pedestrians and other users as they enter and exit the car park.

There are three (3) designated accessible parking bays within the turn circle. A valid permit must be clearly displayed when using these bays.

### 1.2 Gorman Arts Centre Turn Circle

Parking in the turning bay off Ainslie Avenue is monitored.

Users of the Gorman turn circle are advised to exercise caution due to its narrowness. Please park as close to the curb as possible to facilitate ease of navigation for others. Additionally, parking as far along the turn circle as feasible will assist in allowing subsequent vehicles to enter and park efficiently behind you.

## 2. OFFSITE PARKING

Offsite parking is available beyond the boundaries of the centres, which are delineated by the surrounding footpaths. At Ainslie Arts Centre, street parking can be found on the adjacent streets. At Gorman Arts Centre, both ACT Government paid parking along Batman Street and additional street parking options are available. Please note that these parking facilities are not managed by Arts Capital and should be used in accordance with ACT Government signage and regulations.

## 3. DEDICATED ONSITE PARKING

Dedicated parking bays are available in the Elder Street Car Park, a secure facility located off Elder Street, behind Ainslie Arts Centre. Access to this car park is granted through a signed agreement with Arts Capital and is available from 7:00 am to 5:00 pm, Monday to Friday (Business Days). Entry during these hours is controlled by a remotely operated boom gate.

Revenue generated from this car park contributes to its maintenance and for the operational costs of both Ainslie Arts Centre and Gorman Arts Centre.

To secure a bay in the Elder Street Car Park, potential patrons must:

- contact Arts Capital;
- fill out the application form;
- return the signed form; and
- complete the deposit payment for a remote before contract start date.

## **4. ELDER STREET CAR PARK — TERMS + CONDITIONS**

### **CHANGE OF INFORMATION**

You agree to notify Arts Capital, in writing, of any changes to the information provided in this form within ten (10) business days of the change. This includes changes to contact details or changes to your relationship with Ainslie+Gorman.

### **CONTRACT + FEES**

Month-to-month basis, \$243.75 (inc. GST) per calendar month including direct debit fees, payable in advance. Late payment fee is \$9.90.

- Contracts are established on a month-to-month basis with a minimum initial commitment of two months required.
- The parking fee is \$243.75 (inc. GST) per calendar month, contingent upon agreement to our terms and conditions. Fees are pro-rated if the contract begins mid-month. Access is granted only after all necessary information and documentation are completed.
- Fees are charged monthly via direct debit, payable in advance, and must be settled on or before the first working day of each month for the subsequent month. There are no discounts for public holidays or absences.
- Direct debit payments are processed using EziDebit. Payments are automatically drawn from your bank account or Visa/Mastercard/Amex on the first day of each month. All EziDebit transaction fees are included in the monthly fee, except for late payment charges, which incur an additional fee of \$9.90 (inc. GST).
- Parking rights to the Elder Street Car Park will be suspended if payments are not received within the first seven (7) days of the month. Patrons must keep their accounts current to maintain parking rights.

## **ACCESS + BAY ALLOCATION**

Designated parking bays, secure access from 7:00 am to 5:00 pm on business days.

The car park is situated behind Ainslie Arts Centre on Elouera Street, Braddon, with access via Elder Street. Here is a [Google Maps link](#) to the location.

The layout of the car park has a map that can be viewed.

- All parking spaces are designated; you are required to park only in the bay(s) allocated to you. Please be aware that this is an open-air car park, and vehicles may be exposed to weather conditions and foliage debris.
- Secure boom gate access is operational from 7:00 am to 5:00 pm, Monday through Friday (Business Days). Outside these hours, and on weekends, the boom gate remains open, and the car park is accessible to the public.
- The boom gate is controlled remotely. A refundable deposit of \$100 (inc. GST) is required prior to the start of your agreement. This deposit will be returned upon the conclusion of your hire, provided the remote is not lost or damaged.

## **TERMINATION**

Five (5) business days notice required for termination.

Patrons must provide five (5) business days' notice prior to the end of a month if they wish to terminate their parking agreement for the following month. Should notice be given after this deadline, parking fees for the subsequent month will be incurred.

Arts Capital reserves the right to terminate agreements at any time, with written notice, under the following circumstances:

- breach of any terms and conditions by the patron; and/or
- necessity to close the facilities due to Federal and/or Territory Government directives, or any other legal requirements that mandate such action.

## **INDEMNITY**

Arts Capital is not liable for any injuries or damages incurred within the Elder Street Car Park; patrons are required to indemnify Arts Capital against all losses.

By entering and using the car park, you do so at your own risk. Arts Capital is not liable for:

- injury to you or any accompanying person;
- damage to, destruction of, or theft of your vehicle; and
- damage to, destruction of, or theft of any property within or on your vehicle, regardless of how it occurs.

You agree to indemnify Arts Capital for any costs, expenses, losses or damages incurred by us in connection with any death, personal injury, or damage to real or personal property caused directly or indirectly by your vehicle in the car park.

## **VARIATION OF TERMS + CONDITIONS**

We reserve the right to amend the terms and conditions of this agreement at any time. Should there be any changes, you will receive a written copy of these alterations at least ten (10) business days prior to their implementation.

## **VERSION CONTROL**

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Version #:	02	Status:	Published
Reviewed by:	Andreo Esguerra	Date:	28/08/2024
Approved by:	Lachlan Johnson	Date:	30/08/2024