



# Car Park Conditions of Entry

All drivers and vehicle owners may enter the Scheme car park provided that the following terms and conditions of entry are complied with:

1. **THESE CONDITIONS BIND BOTH DRIVER & VEHICLE OWNER ('You')**. The driver warrants his or her authority to bind the vehicle owner.
2. **You enter this car park at your own risk.**

## PAYMENT & YOUR OBLIGATIONS

### 3. **To use this car park, You must EITHER:**

- 3.1 hold a SPC car space license & use a valid SPC access device (e.g. itrac pass); or
- 3.2 accept a virtual "ticket" (your Licence Plate Number) on entering & use your valid, fully-paid receipt (for your Licence Plate) to exit. Otherwise, you must pay the maximum daily fee for each day (or part day).

We reserve the right to deny you entry or to require you to leave the car park at any time.

### 4. **You agree to comply with:**

- 4.1 your SPC car space license (license holders only); &
- 4.2 the following car park conditions of use(all users). You agree to:
  - (1) only enter the car park if you accept these Conditions & with a valid ticket or access device pass;
  - (2) drive slowly (10kph max), carefully and obey the directional and other signs;
  - (3) park within the line-marked bay in an authorised car space & not in bays marked 'reserved', 'no parking' or in a mobility bay without legal entitlement;
  - (4) not do anything that is illegal, dangerous, annoying, inconveniencing, obstructive, offensive or that may interfere with other car park users or SPC occupants or steal, damage or destroy any property (including fire and security systems);
  - (5) us moving your vehicle in the event of any emergency or for other reasonable circumstance;
  - (6) ensure your vehicle is insured, registered, roadworthy & operable under its own power;
  - (7) ensure that you & your vehicle do not present any danger or risk to other persons, property or the car park;
  - (8) not obtaining more than 3 hours free parking per day; and

- (9) comply with all Conditions, rules or directions displayed in the car park from time to time, with all lawful directions of our personnel & with all relevant laws.

5. **You acknowledge** that we may close the car park at any time for safety or works reasons or if we are affected by any event beyond our reasonable control. In no circumstances will we be liable for any loss or damage which you may incur as a result of any such closure.

#### **BREACH OF THESE CONDITIONS**

6. **If you breach any of these conditions, then you agree that you are parked illegally & we may:**

- 6.1 affix written warning or notice of your breach to your vehicle; and/ or;
- 6.2 in our discretion & without any obligation to provide any warning or notice to you, but at your risk and expense remove your vehicle by having it towed & stored;
- 6.3 store the towed vehicle until any unpaid parking fees are paid to us plus the costs of towing the vehicle together with any storage, release & other costs of any kind charged by the tow company;
- 6.4 Failure by you to pay all fees and costs within a reasonable period may result in legal proceedings against you.

#### **RESPONSIBILITY FOR DAMAGE**

- 7.1 **To the fullest extent permitted by law:**

- (1) we shall not be liable for, and you release us with respect to, any claim by you, your passengers or any third party arising whilst you or your vehicle are in the car park;
- (2) all other terms, conditions, warranties, guarantees or representations whether express, implied, statutory or otherwise relating in any way to any goods or services provided by us to you are excluded.

- 7.2 You agree to indemnify us in respect of any claim made against us arising from your or your passengers' acts or omissions whilst in or using the car park.

#### **INTERPRETATION**

8. **In these Conditions, these words mean the following:**

"**claim**" includes any claim for death, personal injury or property damage & includes any damage, remedy, liability or action.

"**damage**" includes direct, indirect, consequential & special damage.

"**we**" & "**us**" means the Body Corporate for Southport Central Commercial CTS 34990 & includes our personnel, such as our committee, employees, agents & independent contractors.

"**you**" includes both the driver & the owner of a vehicle entering this car park.

"**your vehicle**" means the vehicle entering this car park & its accessories & contents, whether owned by you or not.

#### **CHANGES TO TERMS & FEES**

9. We may change these Conditions and our car park fees at any time.