

CONDITIONS OF PARKING

Any person entering this Carpark does so under the terms and conditions set out below. If you do not accept them then you should proceed directly to the exit. If you do not exit you are deemed to have agreed to them:

1. All customers agree to obey all signs displayed in the car park and lawful directions given by the operator, only park in spaces from time to time nominated by the operator, have access to the car park only during the hours the car park is open, produce when requested their parking permit and not park in any areas designated as "No Parking" or "Reserved" unless authorised to do so.
2. Any persons entering the car park do so at their own risk. The Owner and Operator is not liable for any loss or damage to a vehicle nor to any property or effects of any persons entering the car park, nor for any personal injury suffered by them howsoever caused whether from negligence of the Owner or Operator from parking, moving or driving the customer's vehicle or any other vehicle or from the delivery of the vehicle to any person who is not authorised to receive it.
3. The Operator may:
 - (a) refuse entry or revoke a customer's licence to enter or park at any time and without notice or reason;
 - (b) enter all vehicles left in the car park whether or not it is locked and, if it is locked, may use whatever means necessary to enter that vehicle;
 - (c) move or drive any vehicle to another place in the car park if the operator considers it necessary or convenient;
 - (d) remove any vehicle from the car park if the operator considers the vehicle is a safety hazard, obstruction or nuisance or if the driver is offensive or creating undue noise or nuisance of which the operator will be the sole judge;
 - (e) take such action it considers desirable with respect to vehicles parked in "No Parking" or "Reserved" areas or which have been left other than in accordance with the lawful directions of the operator; and
 - (f) may prevent any vehicle leaving the car park until the correct parking permit is produced or the fee is paid.
4. The operator will not accept any goods or chattels for safe custody. If any goods or chattels are left with the operator they shall be at the customer's risk and the operator may, without liability in any way whatsoever, deliver or re-deliver them to any person claiming them.
5. The customer or any other person will not deface, obliterate or alter any parking permit.
6. The customer warrants that he/she has the authority of the owner of the vehicle and hereby indemnifies the owner and operator against any and all claims made or action brought against them howsoever arising and against all costs or expenses incurred by them as a consequence of or in any way arising out of the customer's use of the car park.
7. The owner and operator will not be bound by any variation to these terms and conditions unless the variation is in writing and signed by the owner or operator.
8. "Operator" means InterPark Australia Pty Ltd (ABN 83 115 170 771)
References to "Operator" include their employees, servants, agents and contractors.
9. These terms and conditions apply to the exclusion of all others. If any are illegal or unenforceable they may be severed from the remainder of the terms and conditions which will remain valid. All exclusions of liability are subject to any law of the Commonwealth of Australia or of the state of NSW restricting or prohibiting the exclusion of liability.