



## CONDITIONS OF ENTRY LIMITATIONS OF LIABILITY

**Vehicles are accepted for the purpose of parking only and persons may only enter and use the car park on the conditions below.**

The following conditions apply when you enter, leave or use this Car Park. If you do not accept these conditions, please immediately leave this Car Park. If you are in a vehicle and have entered the Car Park, drive directly to the nearest exit where you may leave without charge provided you do not delay.

1. You enter and use this Car Park at your own risk, including the risk of any injury, death, theft, loss or damage which may be occasioned by you or your property. You agree to release us to the full extent permitted by law from all claims, demands, actions or suits relating to or in any way arising out of your use of or presence in this Car Park. You warrant that you are either the owner of the vehicle or authorized by the owner of the vehicle as agent of the owner to park and use this carpark.
2. You agree to indemnify (and keep indemnified) us from and against all claims demands, actions or suits which you may have against us relating to or in any way arising out of your use of or presence in this Car Park. You will be liable for the cost (including but not limited to legal fees and all costs of the damage) of any destruction, loss or damage caused by you or your agent or your vehicle to other persons or property, including our property or that of any contractor engaged by us to manage the carpark or to provide other services in respect of the carpark.
3. The Owner may refuse entry to this Car Park to any vehicle or person.
4. You may access this Car Park only during the hours the Car Park is open.
5. You agree to pay the parking fee set by the Owner each and every time you enter the Car Park. You will not be required to pay the parking fee if you exit the Car Park within ten minutes of entry.
6. Vehicle must be roadworthy and registered.
7. While in the Car Park, you agree to:
  - a. Comply with all signs and all reasonable directions and requests made by us.
  - b. Park your vehicle within the marked boundaries of one bay.
  - c. Do not obstruct any roadways or any other vehicles.
  - d. Do not park anywhere that is designated as a no parking or reserved area.
  - e. You agree that you are responsible for securing your vehicle including any belongings left in your vehicle and ensuring your own safety in the car park.
  - f. Skypark carpark Pty Ltd shall not be liable for any injury or death to yourself or anyone else resulting from the use of this car park.
  - g. Any damage to, destruction of, theft of your vehicle (including anything in or on your vehicle) or any other vehicle regardless of how, when or by whom this is caused.
8. Restricted vehicles include Caravans, vehicles with trailers or horse floats and all vehicles in excess of 2.2m high must not enter this Carpark.
9. The Owner may enter, drive or move any vehicle left in the Car Park by towing or otherwise at any time if required by law, unregistered or reasonably necessary for safety or operational purposes. If any damage occurs due to the Owner's negligence while entering, driving or moving the vehicle, the Owner accepts liability for the damage caused and any other cost occurred by the owner in moving the vehicle.

10. The Owner recommends that you inform it in writing if you intend to leave your car in the Car Park for over 30 days. If your car remains in the Car Park for longer than 30 days without prior written notice, the Owner may treat your vehicle as having been abandoned and may do what is reasonably necessary to remove it from the Car Park.
11. We reserve the right to retain your vehicle, and all goods in or attached to the vehicle, as security for any money which you owe us under these Terms and Conditions. If you fail to pay any money you owe us, we may sell your vehicle in accordance with all applicable legislation.
12. A parking fee is payable each time a vehicle enters.
13. To exit the Car Park, you agree to pay the prescribed fee at the Pay Stations in the lobby.
14. A tax receipt is available when you pay for your parking. It is your responsibility to request the tax receipt at the time of tendering payment.
15. If you lose your ticket we reserve the right to charge you an administration fee of 1 day's parking plus any other fees otherwise payable,
16. We have a general lien and the right to retain your vehicle as a security for any money which you owe us.
17. We have the right at our discretion if you breach any of these clauses to move your vehicle (including moving it to any location outside this Car Park) even if your vehicle is locked. If we move your vehicle, these conditions continue to apply. We and our servants or agents are not liable from any damage caused to your vehicle when it is moved.
18. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part. We reserve the right to alter or amend these Conditions of Entry and Limitations of Liability at any time in our sole discretion.
19. Any amendments will become effective immediately on posting to our website, [www.skyparkcarpark.com.au](http://www.skyparkcarpark.com.au). It is your responsibility to check for amendments before using this carpark.
20. In these Conditions of Entry and Limitations of Liability reference to:
  - a. "we", "us" and "our" means Skypark Carpark Pty Ltd ACN:163 210 179 its servants and agents.
  - b. "you" means the person using or entering this Car Park.
  - c. "your vehicle" includes a vehicle driven or intended to be driven by you or your agent into this Car Park.

These conditions apply to the exclusion of all others, except for consumer guarantees which cannot be excluded under the Australian Consumer Law and any non-excludable rights under consumer protection laws. If any conditions are illegal or unenforceable, they may be severed from the remainder of the conditions which will remain valid. The conditions may be altered from time to time by the Owner giving notice.