

Conditions of Entry – Eastgate, Hollywood and Library Car Parks



Attention all persons entering this carpark –

The following conditions apply when you enter, leave or use this carpark.

If you do not accept these conditions, immediately leave the carpark.

1. You enter and use this carpark at your own risk. We may refuse entry to any person or vehicle. We may limit the number of times you may enter this carpark and the length of time you may remain in the carpark.
2. **We are not liable to you or any person with you for:**
 - **injury to you or to anybody else;**
 - **damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not; or**
 - **damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); however caused, and you release and indemnify us from any claim, which you might otherwise have against us.**
3. You agree to indemnify us in respect of any claim made against us and any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of the carpark.
4. A parking fee is payable each time a vehicle enters here. If you bring a vehicle into this carpark, you agree to pay the parking fee set by us from time to time. We may prevent the exit of a vehicle from this carpark until the fee is paid and we are not liable for preventing the exit of a vehicle until the fee is paid or for any injury, damage or loss which results.
5. We have the right to:
 - retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in our opinion, is satisfactory; and
 - deliver your vehicle to anyone in accordance with the above clause and we will not be liable to you even if the person taking the vehicle does not have your authority.
6. We have general lien over and right to retain your vehicle as a security for any money you owe us. If you fail to pay us we may sell your vehicle after 30 days to recover money owed to us by you.
7. You agree to:
 - produce to us, when requested by us, your parking ticket or proof of payment of the parking fee;
 - not to cause any obstruction;
 - not to park anywhere that is not a marked space or is designated as no parking or reserved area; and
 - not to use this carpark other than in accordance with instructions we may give.
8. While in the carpark:
 - you must comply with all signs and all reasonable directions and requests made by us; and
 - you may have access to or remove a vehicle from this carpark only during the permitted operating hours displayed in the carpark
9. We have the right, at our discretion, to move your vehicle (including moving it to any location outside this carpark), even if your vehicle is locked. If we move your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.
10. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
11. Each exclusion of our liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including Trade Practices Act and similar State legislation.
12. In these conditions reference to:
'we', 'us' and 'our' means Waverley Council, its employees, agents and independent contractors;
and 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this carpark.