

# CONTRACTUAL TERMS AND CONDITIONS FOR USE OF PARKING AREA

By entering and remaining in this car park you enter into a contract with Care Park upon these terms and conditions. If you do not accept these terms, you must immediately leave the car park.

## 1. You must

- ☞ not park for longer than 1 hour
- ☞ park only in marked bays or as directed by Care Park and comply with parking signs

2. If you fail to comply with condition 1, or if your ticket or pass expires, **you agree to pay liquidated damages of \$88.00** to Care Park. You further agree that claim for liquidated damages is given sufficiently by Care Park affixing a Payment Notice to your vehicle.

3. Provided payment of the liquidated damages is made within 14 days, Care Park will accept \$66.00 in settlement. If the liquidated damages remain unpaid for 42 or more days, you agree to also pay \$77.00 legal costs for our lawyers to demand payment.

4. Care Park may enter, move or tow away your vehicle for operational or safety reasons.

5. Care Park may at its discretion revoke your licence to use its car parks by notice affixed to your vehicle or posted to the registered owner.

6. The services provided by Care Park will be rendered with due care and skill to the extent required by section 74 of the *Trade Practices Act 1974* and applicable similar State legislation.

7. Apart from the statutory liability referred to in condition 6, Care Park will not under any circumstances be liable or responsible for any damage or loss, whether arising in tort, contract, bailment, or howsoever otherwise; and all injury loss or damage to person or property, is at the risk of persons entering on or having property in this car park.

8. You agree to indemnify Care Park against any loss or damage it may suffer arising out of your negligence or breach of these conditions.

9. No person other than the Managing Director of Care Park has authority to vary, waive or excuse compliance with any of these conditions.

10. In these conditions "Care Park" means Care Park Pty Ltd, ABN 47 083 921 215 and its assigns and includes its employees and contractors.