

TERMS AND CONDITIONS

Conditions of Entry

By parking a motor vehicle in this car park the driver consents to the following conditions of entry to our land.

1. The Owner of the car park is not liable for any loss or damage suffered to your vehicle howsoever caused.
2. You have agreed to indemnify the owner of this car park for any loss or damage that it may suffer in relation to you parking your vehicle in this car park.
3. You authorise the owner of the car park, it's agents and contractors to tow away and remove your vehicle from this car park without any further notification to you or to the registered operator of the vehicle, if the vehicle is parked in violation of the by-laws.
4. You have agreed to pay all reasonable costs of towing storage.
5. You have agreed to pay all legal costs, fees, charges, damages, penalties or fines incurred by the car park owner in relation to any action taken with respect to your vehicle.
6. You have agreed to indemnify the owner of this car park for any expense, loss or damage that may suffer as a result of your vehicle being towed or impounded.
7. "Owner of the car park" includes any person who is entitled to immediate possession of the car park pursuant to a lease or licence.
8. You must indemnify us in respect of all losses, costs, or expenses which we suffer or incur in respect of: (a) a breach of these terms by you, including enforcing them; (b) the vehicle; or (c) your use of this car park. In the case paragraphs (b) and (c) your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default.

CAR PARK BY-LAWS

Parking and Vehicles

5.1 An Owner, Occupier or Visitor must not, without the written approval of the Body Corporate:

- (a) use a Vehicle in a way which creates a hazard; or
- (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by an Occupier in a designated car wash cleaning bay;
 - (ii) by a Visitor in a designated visitor car park; or
 - (iii) (iii) authorised in an exclusive use by-law.

5.2 An Owner, Occupier or Visitor must provide to the Body Corporate the details of their Vehicles that will be kept on Scheme Land prior to the Vehicle being kept on Scheme Land by giving notice in writing.

Note – compliance with this by-law is necessary to ensure that the visitor parking is kept clear for the parking of genuine visitors and that any Vehicles that are lawfully parked by an Owner, Occupier or Visitor towed are not improperly towed.

5.3 An Owner, Occupier or Visitor shall not exceed the speed limit of 10 km/h while driving a Vehicle on the Common Property.