

Conditions of Entry and Limitations of Liability

1. You enter and use this Car Park at your own risk. We may refuse entry by any vehicle or person.
2. We are not liable for you or any person with you for:
 - (a) injury to you or to anybody else;
 - (b) Damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not; or
 - (c) 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 as a consequence of, in relation to, or in any way arising out of use of this Car Park.
4. We will not be liable to you for delivery of your vehicle to any person who did not have authority to take your vehicle.
5.
 - (a) 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 to us; and
 - (b) If we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the vehicle does not have your authority.
6. A parking fee is payable each time a vehicle enters here. If you bring a vehicle into this Car Park, you agree to pay the parking fee set by us from time to time. We may prevent the exit of a vehicle from the Car Park 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.
7. We have a general lien over, and the right to retain, your vehicle as a security for any money which you owe us.
8. If you fail to pay us we may sell your vehicle after 30 days to recover money owed to us by you. In selling, we may proceed in such a manner as we think fit in our absolute discretion and we are not obliged to obtain the best price.
9. You agree to:
 - (a) produce to us, when requested by us, your parking ticket as proof of payment of the parking fee;
 - (b) not to cause any obstructions;
 - (c) not to park anywhere that we designate as a no parking area; and
 - (d) not to use this Car Park other than in accordance with instructions we may give.
10. If you breach any of the Conditions in item 9 above, you will pay us liquidated damages of One Hundred Dollars (\$100.00)
11.
 - (a) While in the Car Park you must comply with all signs and all reasonable directions and requests made by us; and
 - (b) you may have access to or remove a vehicle from this Car Park only during the permitted hours displayed in the Car Park.
12. We have the right, at our discretion, 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 are not liable for any damage caused to your vehicle when we move it.
13. These conditions may only be altered by a written agreement between you and us.
14. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
15. Each exclusion of our liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act and similar State legislation.
16. In these conditions references to:
 - (a) "we", "us", and "our" mean Wilson Parking Australia 1992 Pty Ltd, ACN 052 475 911, it's employees, agents and independent contactors; and
 - (b) "your vehicle" includes a vehicle driven, or intended to be driven, by you into this Car Park.