

## TERMS AND CONDITIONS OF USE

On entering these premises you agree to the terms and conditions as detailed below. Should you not accept these conditions please exit the premises immediately.



1. These conditions apply immediately upon entering these premises and apply 24 hrs., 7 days. You hereby also bind the Owner of the vehicle you are driving to all these terms and conditions and warrant your authority to do so.
2. **Hours of Use:** The car park will open during the Hours of Use as displayed at the car park or notified to you from time to time.
3. **Permitted Use:** You agree that you may use an individual parking space for one vehicle parking and no other purpose.
4. **Payment of Parking Fees:** You agree to the payment in full of the parking fee as displayed at the entrance or as otherwise directed.
5. **Compliance with Directions:** You agree to comply with all rules and directions as provided to you either by signage or on-site personnel, or with all relevant by-laws.
6. **Responsibility for Damage:**
  - (a) You are liable for any damage caused to the car park and all equipment and fittings by your vehicle;
  - (b) We accept no liability for any loss or damage done to your vehicle whilst within these premises, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise;
  - (c) You agree to indemnify us in respect of any claim made against us arising from your use of the premises.
  - (d) The vehicle you are driving must have a current warrant of fitness, current registration and be roadworthy when using this car park.
7. **No Safe Custody/Security:**
  - (a) We cannot guarantee the security of your vehicle;
  - (b) We shall not be responsible for the security protection of vehicles parked in the Premises nor do we accept any item into our custody for safekeeping;
  - (c) Our employees are not authorized to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request.
8. **Right to Relocate:** We have the right to remove and/or relocate your vehicle at our absolute discretion, and accept no liability for any claim made for loss or damage resulting from such relocation.
9. **Conduct:**
  - (a) You agree not to do anything to obstruct any other vehicle or person using the car park and shall ensure your vehicle does not pose a hazard or leak oil;
  - (b) There is to be no loitering on the Premises;
  - (c) There is to be no rubbish nor debris left in the car park.
10. **Personal Information:** You agree to provide us with your drivers' license number, full name and address details if requested.
11. **Reserved/Un-reserved/Pay and Display:**
  - (a) If your parking is "Reserved", you must park in the bay(s) allocated to you or as directed by us;
  - (b) If your parking is "Un-reserved", you may park in any car park not marked as "Reserved".
  - (c) Your ticket/window pass and/or pass card must not be copied or altered in any way;
  - (d) For Reserved and Un-reserved parking- after a period of no less than 3 months, either party may terminate or vary the terms and conditions of this agreement on the provision of no less than 1 month written notice, such variation or termination must coincide with the end of a monthly billing cycle.
  - (e) A non-refundable administration fee of \$45.00 excl. GST is required for a new Reserved and non-Reserved customers;
  - (f) An access device per car park will be provided free of charge to new Reserved and non-Reserved customers. Should this require replacement for whatever reason, or not be returned at termination of the license agreement an additional cost of \$75.00 incl. GST will be required and the refundable bond shall be forfeited.
12. **Non-Compliance**

Failure to pay for parking, correctly displaying a current valid ticket or window pass, parking correctly in the designated bay and area, parking in a disabled parking bay or generally failing to comply with these terms and conditions constitutes a breach of these terms and conditions.
13. **Interpretation:** To avoid any confusion as to the meaning of these conditions:
  - (a) **Bay** means parking bay;
  - (b) **Premises** means this car parking area whether open-air, multi-storey, covered or uncovered;
  - (c) **Car Park** means all bays, building, equipment, surrounding fixtures, fencing and all property;
  - (d) **Damage** includes direct, indirect, consequential and special damage;
  - (e) **Vehicle** includes all accessories and contents;
  - (f) **We** and **Us** and **Licensors** means Metro Parking Viaduct and includes any of its employees, Directors, shareholders and contractors;
  - (g) **Your vehicle** means the vehicle you are driving or a passenger in, regardless if owned or not by you.
14. **Variation**
  - (a) We reserve the right to vary these terms and conditions as provided under this agreement. Such notice shall be displayed in the car park, posted in writing or presented on our website.
  - (b) No one is authorised to amend these terms and conditions on our behalf.
  - (c) Parking attendants and staff are not authorised to vary or amend any of these conditions on our behalf.