

COCKBURN GATEWAY SHOPPING CITY

CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY

1. You may only park your vehicle in this Car Park for a maximum period of **FOUR (4)** hours during one day (**not** per stay).
2. We may use our employees and automatic number plate recognition to check whether you have stayed for longer than this maximum period.
3. Breach notices distributed for illegal parking in this Car Park are enforceable at law and we will claim damages of **\$65.00** from you if you breach these conditions. If you do not pay these fees within 10 days of the date of a breach notice, then you will be liable to pay our additional enforcement costs.
4. In addition to our other rights at law, if you fail to comply with these conditions, **your vehicle may be put on an immobilisation list or clamped, or both**. If your vehicle is clamped, you will be charged a fee for its release. Further details of this procedure are set out on the separate Warning Sign displayed at this Car Park. The provisions set out in that Warning Sign form part of these conditions and your contract with us.
5. You enter and use this Car Park at your own risk.
6. We are not liable for you or any person with you for:
 - (a) injury to you or 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.
7. You must indemnify us in respect of any claim made against us as a consequence of, in relation to, or in any way arising out of the use of this Car Park.
8. We will not be liable to you for delivery of your vehicle or any other vehicle to any person who did not have authority to take that vehicle.
9. You agree to:
 - (a) not cause any obstruction;
 - (b) not park anywhere that we designate as a no parking area;
 - (c) not use this Car Park other than in accordance with instructions that our authorised officer may give; and
 - (d) comply with all reasonable directions and requests made by our authorised officer.
10. In certain situations, to protect our lawful interests, (for example, where safety is an issue), our employees may use optical and listening surveillance equipment to record activities and conversations. By entering this Car Park, you consent to this.
11. These conditions may only be altered by a written agreement between you and us.
12. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining parts.
13. Each exclusion of our liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Competition and Consumer Act and similar State legislation.
14. Where legislation prevents us from excluding all liability to you, our liability is limited at our option to re-supplying services to you or to providing a refund to you.
15. In these conditions references to:
 - (a) "we", "us" and "our" mean Wilson Parking Australia 1992 Pty Ltd, ABN 67 052 475 911, or the local council and employees, agents and independent contractors or both; and
 - (b) "your vehicle" includes a vehicle driven, or intended to be driven by you into the Car Park.

**Automatic Number Plate Recognition In Use
AT ALL TIMES.**

CUSTOMER PARKING ONLY

Vehicles not complying with the car park terms and conditions may be issued a parking breach notice and be charged \$65.00 enforcement /administration costs.

All enquiries telephone 1300 306 933



**PARKING
ENFORCEMENT
SERVICES**