



CARE PARK PTY LTD

Suite 902, 171 Clarence Street, Sydney, NSW, 2000
PO Box 3013 Sydney, NSW 2001

ABN 47083 921 215

P. +61 2 9299 6767
E. nsw@carepark.com.au
carepark.com.au

Terms & Conditions

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

1. You enter and use this Car Park entirely at your own risk.
2. We may refuse entry by any vehicle or person.
3. We are not liable to 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 of your vehicle, or any other vehicle whether authorised or not; or
 - c. damage to, destruction of, theft of or delivery 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.
4. You agree to indemnify us in respect of any claim made against us and any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
5. A parking fee is payable each time a vehicle exits the car park. 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 the vehicle from this Car Park until the fee is paid and we are not liable for preventing the exit of the vehicle until the fee is paid or for any injury, damage or loss which results.
6. We have a general lien over, and the right to retain your vehicle as a security for any money which you owe us.
7. If you fail to pay, 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.
8. You agree to:
 - a. produce to us, when requested by us, proof of payment of the parking fee;
 - b. not cause any obstruction;
 - c. not park anywhere that we designate as a no parking or reserved area; and
 - d. not use this Car Park other than in accordance with instructions we may give.
9. If you breach any of the Conditions in item 8 above, you will pay us liquidated damages of up to Eighty Eight Dollars (\$88.00). You further agree that our claim for liquidated damages is given sufficiently by us affixing a Payment Notice to your vehicle and you give your express consent to any such Payment Notice being affixed by us to your vehicle.
10. While in the Car Park you must comply with all signs and all reasonable directions and requests made by us.
11. You may have access to or remove a vehicle from this Car Park during the open hours displayed in the Car Park or, outside those opening hours, where you have been provided with the means of access and comply with the terms of such access.
12. We may enter, move or tow away your vehicle for operational or safety reasons.
13. We may permit the exit of a vehicle whether a licence plate is produced or not and whether evidence of authority or entitlement to remove a vehicle is produced or not.
14. We may prevent the exit of a vehicle until identification is produced. No claim of any nature can be made against us as a result of such prevention or any resulting injury, damage or loss.
15. These conditions may only be altered by a written agreement between us and you.
16. The services provided by us will be rendered with due care and skill to the extent required by Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and applicable State legislation.
17. Apart from the statutory liability referred to in item 16 of these terms and conditions, we 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 or leaving their vehicles in this Car Park.
18. Any person or vehicle entering the Car Park may be subject to filming by CCTV cameras or other surveillance equipment within and surrounding the Car Park for operational, security and public risk reasons and we reserve the right to use such evidence in any dispute. By entering the Car Park you consent to information about yourself (including images) being recorded by such surveillance equipment and to us

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INTERNATIONAL. Malaysia, New Zealand, United Kingdom, Hungary, Poland.



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disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.

19. We may collect personal information (including vehicle number plates) about you in order to operate the Car Park, to provide you with services, features and functions related to your use of the Car Park, and for purposes otherwise set out in the Owner's privacy policy at www.canneryrosebery.com.au. By entering the Car Park, you consent to the collection, use, storage and disclosure of your personal information in accordance with the Owner's privacy policy.

20. In these conditions reference to:

- a. 'we', 'us' and 'our' mean Care Park Pty Ltd, ABN 47 083 921 215, the Owner and their respective assignees and includes their respective employees and contractors;
- b. 'Owner' means E K Nominees Pty Ltd ACN 000 852 540 as trustee for Margaret Katz Settlement ABN 79 189 956 595 and Norton Tower Pty Ltd ABN 85 000 608 408; and
- c. 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.

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