SPACE SHUTTLE PARKING PTY LTD ABN 52 680 858 119 289 King St, Mascot 2020

CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY

By entering this car park and allowing your vehicle to remain here, you are agreeing to a contract with *Space Shuttle Parking*. The following terms and conditions apply. If you do not accept these conditions, you must remove your vehicle from the car park immediately.

- 1. A parking fee applies every time a vehicle enters the car park. By bringing your vehicle into this Car Park, you agree to pay the parking fee as determined by us from time to time.
- 2. If your vehicle remains in the Car Park after operating hours, an additional after-hours fee will be charged to release your vehicle. Details of these procedures and fees are displayed on the parking rates board, which forms part of these terms and your agreement with us.
- 3. If you violate any of these conditions, you agree to pay a parking fee of \$80.00 within 30 days. Failure to pay within this period may result in your vehicle being towed or a wheel lock applied, with storage of the vehicle on site. You will also be responsible for an additional parking fee of up to \$750.00 for towing, wheel locking, and storage. We will not return your vehicle until all parking fees, including legal and enforcement costs, are paid in full.
- **4.** Unless we are negligent, we are not liable to you or any person with you for:
 - a. injury to you or anyone else;
 - b. damage to, destruction of, theft of, or unauthorized delivery up of your vehicle or any other vehicle, whether authorized or not;
 - 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.
- **5.** You agree to:
 - a. produce and or display your valid parking ticket as proof of payment of the parking fee;
 - b. not cause any obstruction or take up more than one car parking bay;
 - c. not park anywhere that is designated as a no parking area;
 - d. not park anywhere that is not designated as a permitted car parking bay for your type of vehicle;
 - e. not use this Car Park other than in accordance with these conditions or instructions that our authorized officer may give; and
 - f. comply with all reasonable directions and requests made by our authorized officer.
- **6.** Online bookings must follow rules and regulations for shuttle bus transfers. The car park reserves the right to deny access to the shuttle service if children are not of appropriate age or are without child seats, as required.
- 7. Vehicles that are within the car park and over-stay will be liable for parking fees based on casual calendar day rates displayed or another parking rate schedule nominated at Space Shuttle Parking's sole discretion.
- **8.** In certain situations, to protect our interests (for example, where safety is a concern), we may use surveillance equipment, including audio and video recording devices, to monitor activities and conversations. By entering this Car Park, you consent to this monitoring.
- **9.** These terms can only be modified by a written agreement between you and us.
- **10.** If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining parts.

- **11.** Each exclusion of our liability in these conditions is subject to any law that restricts or forbids that exclusion of liability, including the Australian Consumer Law and similar state legislation.
- **12.** In these conditions, references to:
 - a. "we," "us," and "our" mean *Space Shuttle Parking* 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.