CHATSWOOD PLACE

Car Park Terms and Conditions

You means anyone entering this Car Park. By entering this Car Park, you accept that a contract is formed between us on the following terms and conditions (Terms) (and no other):

1) If you do not accept the Terms you and any vehicle in which you entered (Vehicle) must immediately leave the Car Park. If you do so we will not charge a parking fee.

2) You must comply with all rules and directions displayed within the Car Park and any directions given to you by our staff. The Vehicle may only park in an area marked "Reserved" if that area is reserved for the Vehicle or the Vehicle is otherwise authorised by us to park in that area.

3) The Australian Consumer Law (ACL) provides consumers with guarantees that cannot be excluded, restricted or modified. These Terms do not affect any rights you have under the ACL or any other legal rights which cannot be excluded or modified. However to the extent permitted by the ACL and subject to any other legal restriction we exclude any terms, conditions, warranties, guarantees or other liability that might apply to us in respect of these Terms or anything done under them. For services other than services of a kind ordinarily acquired for personal domestic or household use or consumption we limit our liability, as permitted by the ACL, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again. Unless you acquire anything under these Terms as an individual and wholly or predominantly for personal, domestic or household use or consumption and we cannot exclude liability, we are not liable for any indirect, special, consequential or economic loss or damage whether or not arising from default or negligence by us or our employees or agents .

4) If you leave the keys to the Vehicle with us, we may deliver the Vehicle to any person producing a ticket issued to you or producing other evidence of entitlement satisfactory to us.

5) You must pay us all parking fees and other costs incurred in relation to the Vehicle upon demand. A further parking fee is payable each time the Vehicle enters the Car Park. If you lose or fail to present a ticket required to be presented upon leaving the Car Park, you will be charged the maximum amount.

6) This contract does not affect any common law or statutory lien or other rights we have over the Vehicle. You grant us a 'security interest' as defined in the personal Property Securities Act 2009 Cth. to secure everything you owe us. We may retain possession of the Vehicle until everything you owe us in respect of this contract has been paid. Parking fees will continue to accrue during the period that we retain the Vehicle until we recover all fees and costs. If amounts due to us remain unpaid after 30 days, you agree that we can sell the Vehicle and use the proceeds to pay the amounts you owe us and you agree to take all steps required by us to permit us to do so.

7) We reserve the right for us and our contractors or agents to enter the Vehicle and to move it if we decide reasonably that is necessary in an emergency or if we reasonably consider it necessary for the safe or efficient operation of this Car Park. We may charge you a reasonable amount for moving the Vehicle if the need to move it arises because you breach these Terms or have caused obstruction or during the period of retention or sale for non-payment.

8) You must pay for any damage caused by you or the Vehicle to this Car Park including, but not limited to, any damage caused by oil or other substances which leak from the Vehicle.

9) You must indemnify us in respect of all losses, costs or expenses which we suffer or incur in respect of: (a) a breach of these Terms by you; (b) the Vehicle; or (c) your use of this Car Park. In the case of paragraphs (b) and (c) your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default. This clause does not affect any rights you have under the ACL or other law which cannot be excluded or modified.