

# YOU ARE ENTERING INTO A CONTRACT

## CONTRACTUAL TERMS AND CONDITIONS

By entering and allowing your vehicle to remain in this car park, you enter into a contract with Care Park upon these terms and conditions. If you do not accept these terms and conditions, you must immediately remove your vehicle from the car park.

### 1. You must

- Obtain a valid ticket or pass and display it on the dashboard of the vehicle while parked so that it is clearly visible to a person standing next to and facing the front passenger side of the windscreen of your vehicle. A ticket or pass is valid if it is issued by or on behalf of Care Park and if the date and time of expiry of the ticket or pass is legible on it and it is not defaced, mutilated, altered or obscured in any way.
  - Park only in marked bays or as directed by Care Park and comply with parking signs
  - Not park in a disabled bay without displaying on the dashboard of your vehicle while parked a current disability permit and a valid ticket or pass so that both the permit and the ticket or pass are clearly visible to a person standing next to and facing the front passenger side of the windscreen of your vehicle.
2. If you fail to comply with item 1 of these terms and conditions, **you agree to pay liquidated damages of \$88.00** to Care Park. You further agree that Care Park's claim for liquidated damages is sufficiently given by it affixing a Payment Notice to your vehicle and **you give your express consent to any such Payment Notice being affixed by Care Park to your vehicle.**
  3. Provided payment of the liquidated damages referred to in item 2 of these terms and conditions is made within 14 days, Care Park will accept \$66.00 in settlement. If the liquidated damages remain unpaid for 42 or more days, you agree to also pay \$77.00 legal costs for our lawyers to demand payment.
  4. Care Park may enter, move or tow away your vehicle for operational or safety reasons.
  5. Care Park may, at its discretion, revoke your licence to use its car parks and/or prohibit you from using any of its car parks by notice affixed to your vehicle or posted to the registered owner and **you give your express consent to any such notice being affixed by Care Park to your vehicle.**
  6. The services provided by Care Park 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.
  7. Apart from the statutory liability referred to in item 6 of these terms and conditions, Care Park 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 and/or leaving their vehicles in this car park.
  8. You agree to indemnify Care Park against any loss or damage it may suffer arising out of your negligence or breach of these terms and conditions.
  9. No person other than the Managing Director of Care Park has authority to vary, waive or excuse compliance with any of these terms and conditions.
  10. In these terms and conditions, 'Care Park' means Care Park Pty Ltd, ABN 47 083 921 215 of Level 5, 370 St Kilda Road, Melbourne, Victoria and its assigns and includes its employees and contractors.