

## **Conditions of entry**

By entering this car park you agree to be bound by these conditions. If you do not accept these conditions you must immediately proceed to the nearest exit and leave the car park.

### **1. Limitation of liability and indemnity:**

You enter and use the car park at your own risk. We are not liable for, and you indemnify us against, any cost, expense, liability, loss, damage, claim or proceeding (whether direct or indirect, howsoever arising) we incur in relation to:

- Personal injury to or death suffered by you or any person; or
- Theft, loss of, destruction or damage to, any vehicle, its parts or accessories, any property on or in a vehicle or elsewhere in the car park or any damage to the car park, arising out of, or in any way relating to the use of the car park by you or any person in your company, except to the extent that any liability is caused or contributed to by our negligence or breach of these conditions by us.

### **2. Usage restrictions:**

You must not distribute handbills or pamphlets, engage in any commercial activities or use skate boards, scooters or roller blades without our authorisation. You must not bring or leave in this car park any offensive, hazardous or dangerous substance or thing, nor anything which may be or become a danger, nuisance or inconvenience to us or to any person lawfully in or about this car park or hotel. If you do so you shall be trespassing. **You are entitled to free parking for the first 30 minutes of your stay or upon validation of your parking ticket. You must spend \$10 within The Peakhurst hotel to be eligible for validation.**

### **3. Fee:**

Parking fees will be charged in accordance with the schedule of fees displayed in this document. If you bring your vehicle into this car park you agree to pay the parking fee as set by us from time to time. We may prevent exit of a vehicle from this car park until we are satisfied that any fee is paid and we will not be liable to you for doing so except to the extent that any liability is caused or contributed to by our negligence.

### **4. Compliance with signs, directions, and hours of operation:**

You must, whilst in the car park, comply with all its signs and with all directions and requests made by us. In particular, you must:

- not cause any obstruction in this car park;
- not park anywhere that we designate as a no parking or reserved area unless you are authorised by us to park in those areas;
- not use the car park other than in accordance with the signage and markings in the car park and any instructions we may give you;
- not use parking bays set aside for mobility impaired and/or disabled persons unless you are lawfully entitled to use these bays and you display clearly on the vehicle a current permit; and
- gain access to or remove a vehicle only during the hours we display in the car park.

#### **5. Exit of vehicles:**

We may permit the exit of a vehicle whether evidence of authority or entitlement to remove a vehicle is produced or not. We are not liable for the theft or loss of or damage to a vehicle or delivery of your vehicle to any person who did not have authority to use or take your vehicle, except to the extent that any liability is caused or contributed to by our negligence.

#### **7. Our rights in respect of your vehicle:**

We may deny you access to the car park of your vehicle, or may enter, move, drive or park any vehicle by towing or otherwise, at any time if required by law or reasonably necessary for the safe operation of the car park. We also have the right to prevent exit of a vehicle until we are provided with evidence of ownership or entitlement to receive the vehicle satisfactory to us. In the event that a vehicle is left on our premises for a continuous period in excess of 24 hours then we may move the vehicle by towing or otherwise at your expense.

#### **PARKING FEES**

0-30 MINS	FREE
30 MINS – 1 HR	\$15
1 HR – 1.5 HR	\$25
1.5 HR – 2 HR	\$35
2 HR – 2.5 HR	\$50
2.5 HR – 3HR	\$65
3 HR +	\$80 (PER 24 HRS)