

# TERMS & CONDITIONS

**BY ENTERING THIS CAR PARK YOU AGREE TO THE CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THESE CONDITIONS, PLEASE SEEK ALTERNATIVE PARKING.**

These conditions apply from the moment that you drive your vehicle into this car park and apply 24 hours a day, 7 days a week. All customers must obtain a ticket from the dispensing machine at the boom gate entry to enter the car park.

## **Validation and payment for Moore Park Golf customers**

1. Free parking will be provided to Moore Park Golf customers based on a minimum daily spend of \$15. Free parking applies on the date that corresponds to the date of the \$15 minimum daily transaction only, and for the period of time that the customer is conducting their Moore Park Golf related activity.
2. Free parking will be provided to Moore Park Golf Club members for the period parked when using a membership specific benefit at Moore Park Golf.
3. Tickets must be validated by a staff member in the Moore Park Golf Shop.
4. Validated tickets must be scanned by the ticketing machine at the car park exit to release boom gate.

## **Payment for non Moore Park Golf customers**

5. Payment for parking can be made via the pay station located in the car park or via credit card at the boom gate when you exit the car park.
6. If you are paying at the pay station, you will have 15 minutes to exit the car park following the time of your payment.
7. On days where certain events are taking place nearby, a Special Events day rate will be applied.

## **General conditions**

8. Centennial Parklands parking regulations apply and are enforced at this car park.
9. The Australian Road Rules and Regulations 1999 apply and are enforced at this car park. You must comply with these rules and regulations. Fines are payable by you for non compliance.
10. We reserve the right to alter car parking fees at any time without notice.
11. You must keep your ticket with you at all times. Lost tickets are your responsibility and will incur the maximum car parking fee.
12. You agree to the following rules:
  - a. You must comply with all rules or directions displayed in the car park from time to time and with all relevant laws.
  - b. You must not obstruct other persons or vehicles using the car park.
  - c. You must not park in any area marked "reserved" or "no parking" or outside of the line-marked parking bays.
  - e. The vehicle you are parking in this car park must have a current warrant of fitness and registration, be roadworthy and be able at all times to be driven under its own power and not present any danger or risk to other vehicles or persons or the car park.
13. If you contravene any clauses of the conditions above, you agree that we may remove your vehicle by having it towed at your risk and expense.

14. In the event that your credit card transaction declines or dishonours, we reserve the right to re-process the transaction at a later date and we reserve the right to charge an additional fee.

## **Responsibility for damage**

15. You are liable for any damage to the car park caused by your vehicle.
16. While we shall take all reasonable care, we cannot guarantee the security of your vehicle. We accept no liability for any claim by you or any other person, whether for loss or damage to you or any other person or to your vehicle or any other vehicle, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise.
17. We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody except the keys to your vehicle where possession is taken at our request.
18. You agree to indemnify us in respect of any claim made against us arising from your use of the car park or the use of the car park by anyone else with your authority.

## **Miscellaneous**

19. You must provide us with your full name and address if asked by the management of Moore Park Golf.
20. If we fail to act or pursue any right or remedy available to us this will not in any way prejudice our right to exercise that or any other right or remedy.
21. No one is authorised to amend these conditions on our behalf.

## **Interpretation**

22. To avoid any confusion as to the meaning of these conditions:
  - a. "claim" includes any claim for damage, loss or compensation; and any demand, remedy, liability or action.
  - b. "damage" includes direct, indirect, consequential and special damage.
  - c. "Moore Park Golf customers" are defined as visitors to the facility who:
    1. Are Moore Park Golf Club members
    2. Have paid for a golf round or driving range bucket
    3. Have booked and paid for a Sydney Golf Academy lesson which they are attending
    4. Are attending an event being held at Moore Park Golf
    5. Are having a meal in the Moore Park Golf club house (beverage purchases only are excluded)
  - d. "outstanding debt" includes previous unpaid parking fees and/or unpaid enforcement notices.
  - e. "vehicle" includes its accessories and contents.
  - f. "we" and "us" means Moore Park Golf and includes any of its employees, agents and independent contractors.
  - g. "you" includes both the driver and the owner of a vehicle entering this car park.
  - h. "your vehicle" means the vehicle which you are driving, regardless of whether it is owned by you.