



## **Club Willoughby Car Parking Facilities - Terms and Conditions Club**

### **Willoughby Car Park Conditions of Entry**

The following conditions apply when you enter, leave or use this car park.

1. By entering and remaining in this car park, you enter into a contract with Club Willoughby and agree to be bound by these conditions of entry. If you do not accept and agree to abide by these conditions, you and your vehicle must immediately leave the car park by the nearest exit.
2. Club Willoughby may use License Plate Recognition Technology to activate and verify club car park booking and conditions. We reserve the right to refuse entry by any vehicle or person. Car Park rates may apply to all Club Car Park levels.
3. Any person or Vehicle entering the Car Park may be subject to filming or audio recording by closed circuit television (CCTV), body-worn cameras or other surveillance equipment within and surrounding the Car Park for operational, security and public risk reason. Club Willoughby reserve the right to use such evidence in any dispute. By entering the Car Park, you consent to information about yourself (including images) being recorded by such surveillance equipment and to us disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.

- 4.** You enter and use this car park at your own risk. There are risks of death, injury, damage and theft in the Car Park. To the full extent permitted by law, we do not accept responsibility for and have no liability for any injury, death, theft, loss or damage whether to person or property (including to your Vehicle) and you agree to release us from any claims in relation to such matters except to the extent such loss or damage is caused by Our negligent act or omission.
- 5.** You agree to indemnify us in respect to any claim made against us and any expenses incurred as a consequence of, in relation to, or in any way arising out of your use of this car park
- 6.** We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
- 7.** You agree to:

  - a.** not to cause any obstruction, including parking across more than one bay
  - b.** not to park in a disabled bay without displaying a current disability permit
  - c.** not to park anywhere that we designate as a “No Parking” or reserved area; and
  - d.** comply with all parking signs, permit zones, speed limits and directions issued to you by Club Willoughby representatives.
- 8.** If you breach any of the conditions in item 6 above, you will pay us liquidated damages of One Hundred Dollars (\$100.00).
- 9.** Whilst in the car park:

  - a.** You must comply with all signs and all reasonable directions and requests made by us;
  - b.** You may have access to remove a vehicle from this car park only during the permitted hours displayed.
- 10.** The Club Car Park is available to Temporary Members, visitors, Staff and Members and their Guests of Club Willoughby only whilst USING the Club’s facilities. Proof of purchase will be required to validate your car park ticket. If you leave the Club’s premises for any reason, you must remove your vehicle as well. Please note: Coffee Shop take away purchases are not acceptable as proof of purchase. Management’s decision is final.

**11.** We have the right to, at our discretion, wheel clamp or to tow your vehicle, (including moving it to any location outside this car park), even if your vehicle is locked).

**a)** If we move your vehicle, the conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.

**b)** If we have to tow your vehicle as a result of your breach of these terms and conditions, you must pay our reasonable costs for towing and storage of your vehicle.

**c)** Payment will be required in advance by you to have any wheel clamp removed from your vehicle. The fee to have any wheel clamp removed from your vehicle is sixty dollars (\$60.00)

**12.** These conditions may only be altered by a written joint agreement.

**13.** In these conditions reference to;

**a.** ‘we’, ‘us’ and ‘our’ mean Club Willoughby, its employees, agents, and independent contractors.

**b.** “Car park” means all the property constituting the car park including any entry and exit ramps, loading docks, driveways and elevators and stairways servicing the car park.

**c.** ‘your vehicle’ includes a vehicle driven, or intended to be driven, by you into this Car Park and includes its parts and accessories and any property (including valuables) left in or on it.

**d.** “You” or “Your” means any person who enters the Car Park for any reason, including the driver or owner of a Vehicle and any passenger in a Vehicle. e. Using Club Facilities means purchasing goods & services at any of the club’s facilities.

**14. Car Park Rates Notice.**

0 – 2 hours No charge

2 – 3 hours \$8 or proof of purchase

3 – 5 hours \$15 or proof of purchase

5 – 6 hours \$40 or proof of purchase

6 – 7 hours \$50 or proof of purchase

Over 7 hours \$60 or proof of purchase