



RAC ARENA CAR PARK

CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY

1. A parking fee is payable each time a vehicle enters here. If you bring your vehicle into this Car Park you agree to pay the parking fee as set by us from time to time.
2. We may use our employees and automatic number plate recognition to check whether you have stayed for longer than your ticket allows.
3. Infringement notices distributed for illegal parking in this Car Park are enforceable at law and we will claim damages of **\$60.00** from you if you breach these conditions. If you do not pay these fees within 30 days of the date of an infringement notice, then you will be liable to pay our additional enforcement costs.
4. In addition to our other rights at law, if you fail to comply with these conditions, your vehicle may be put on an immobilisation list or clamped, or both. If your vehicle is clamped, you will be charged a fee for its release.
5. You enter and use this Car Park at your own risk.
6. We are not liable for you or any person with you for;
 - a) Injury to you or anybody else;
 - b) Damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not; or
 - c) Damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); however caused, and you release and indemnify us from any claim, which you might otherwise have against us.
7. You must indemnify us in respect of any claim made against us as a consequence of, in relation to, or in any way arising out of the use of this Car Park.
8. We will not be liable to you for delivery of your vehicle or any other vehicle to any person who did not have authority to take that vehicle.
9. You agree to:
 - a) Produce and display your parking ticket as proof of payment of the parking fee;
 - b) Not cause any obstruction;
 - c) Not park anywhere that we designate as a no parking area;
 - d) Not use this Car Park other than in accordance with instructions that our authorised officer may give; and
 - e) Comply with all reasonable directions and requests made by our authorised officer.
10. In certain situations, to protect our lawful interests, (for example, where safety is an issue), our employees may use optical and listening surveillance equipment to record activities and conversations. By entering this Car Park, you consent to this.
11. These conditions may only be altered by a written agreement between you and us.
12. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining parts.
13. Each exclusion of our liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Competition and Consumer Act and similar State legislation.
14. Where legislation prevents us from excluding all liability to you, our liability is limited at our option to re-supplying services to you or to providing a refund to you.
15. In these conditions references to:
 - a) "we", "us" and "our" mean RAC Arena or the local council and employees, agents and independent contractors or both; and
 - b) "your vehicle" includes a vehicle driven or intended to be driven by you into the Car Park.

ASM Global (Perth Arena) Pty Ltd ACN 072 500 764