



By bringing your vehicle into this Car Park, and allowing it to remain here, you agree to enter into a contract with Wilson Parking Australia 1992 Pty Ltd. The terms and conditions of the contract are set out below. If you do not agree to these TERMS AND CONDITIONS, immediately remove your vehicle from this Car Park.

1. You may only park your vehicle in this Car Park in the designated staff zones during advised periods. It is your responsibility to always ensure you park in the allocated staff area which is nominated and advised by Harbour Town Centre Management this includes the offsite carpark when implemented.
2. We may use our employees and automatic number plate recognition to check whether you have stayed for longer than this maximum period.
3. If you breach these conditions, we will issue you with a breach notice and claim damages of \$65.00 from you, which you agree to pay within 30 days. If you do not pay this sum within 30 days of the date of the breach notice, then you agree to to pay us any further costs we incur enforcing the breach notice, including court costs and legal fees.
4. You agree that, to protect our legitimate interests (for example, if you breach these conditions, we may tow your vehicle from this car park and store it another site). You consent to us towing your vehicle in these circumstances and in accordance with the terms below.
5. 5. If we tow your vehicle under clause (5) above, you agree to pay us \$500.00, being our costs of towing and storing your vehicle, plus any other amounts you owe us (Total Towing Payment). We will not return your vehicle to you until you pay us the (Total Towing Payment).
6. 6. Unless we are negligent, we are not liable to you or any other person with you for:
 - (a) injury to you or anybody else;
 - (b) damage to, loss of use of, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not; or
 - (c) trespass to or upon your vehicle or other property in the Car Park, (Claim) and you release and indemnify us from any Claim, which you, any person with you, or the owner of your vehicle, might otherwise have against us.
7. You agree to:
 - (a) correctly provide your vehicle's number plate details if requested and ensure your vehicle's number plate is clearly displayed;
 - (b) not cause any obstruction or take up more than one car parking bay;
 - (c) not park anywhere that we designate as a no parking area;
 - (d) not park anywhere that is not designated as a permitted car parking bay for your type of vehicle;
 - (e) not use this Car Park other than in accordance with these conditions or instructions that our authorised officer may give; and



Wilson Parking

- (f) comply with all reasonable directions and requests made by our authorised officer
8. In certain situations, to protect our lawful interests (for example, where safety is an issue), we may use optical and listening surveillance equipment to record activities and conversations. By entering this Car Park you consent to this.
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 10. 10. These conditions may only be altered by a written agreement between you and us.
 11. 11. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining parts.
 12. 12. Each exclusion of our liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Australian Consumer Law and similar State legislation.
 13. 13. In these conditions references to:
 - (a) "Car Park" means "Harbour Town Premium Outlets"
 - (b) "we", "us" and "our" mean Wilson Parking Australia 1992 Pty Ltd, ABN 67 052 475 911, and any employees, agents and independent contractors; and
 - (c) "your vehicle" includes a vehicle driven, or intended to be driven, by you into the Car Park.