Car Park Conditions of Entry and Parking

By entering or parking in the Kitchener Drive Multi-Storey car park you agree with the Darwin Waterfront Corporation (DWC) that the following terms and conditions of entry and parking apply.

If you do not wish to be bound by these conditions you must not enter, or must immediately leave the car park.

General Conditions

1. Parking fees apply in this car park. If you drive a vehicle into this car park you agree to pay the parking fees before leaving the car park;
2. Patrons who attempt to avoid paying for parking by exiting the carpark via the entry lane will be issued a fine of $462 as this is a contravention of Darwin Waterfront Corporation By-Law 70 (3).
3. The Traffic Act and Australian Road Rules apply in this car park.
4. The Darwin Waterfront Corporation By-laws apply in this car park.
5. While in this car park, you agree:
   a. to comply with all signs, notices and all directions and requests made by DWC or its employees, agents or contractors;
   b. to park your vehicle within marked parking spaces;
   c. not to obstruct any roadways or other vehicles; and
   d. not to park anywhere that is designated as a no parking or reserved area.
6. Glass containers, alcohol and flammable liquids must not be brought into this car park.
7. Vehicles left in this car park for more than 14 days without prior arrangement in writing with DWC may be dealt with (including disposed of) by DWC in accordance with the Traffic Act and Traffic Regulations or the Uncollected Goods Act.
8. The entry or parking of vehicles in this car park does not create a bailment as between DWC and you or any third party in respect of any vehicle or any property within any vehicle.
9. DWC may, for safety, emergency or operational purposes enter any vehicle in this car park and move or drive it to another place, at which place these terms and conditions will continue to apply.
10. DWC may deliver any vehicle left in this car park to any person offering evidence of ownership or authority to receive the vehicle, and may refuse to deliver a vehicle into the possession of any person unable to offer evidence ownership or authority to receive the vehicle and DWC will not be liable for such delivery, detention or failure to deliver.
**Risk and Indemnities**

11. You enter and use this car park at your own risk in all respects, and to the full extent permitted by law, you release DWC from and indemnify DWC against all claims, demands, actions or suits which you or any third party may have relating to or in any way arising out of or in connection with your use of or presence in this car park;

12. You agree to indemnify DWC in respect of any claim made against it as a consequence of, in relation to, or in any way arising out of or in connection with your use of this car park. You will be liable for the cost (including but not limited to DWC’s legal fees and all costs of the damage) of any destruction, loss or damage caused by you or any vehicle you have responsibility for to other persons or property, including DWC’s property.

13. These conditions apply except to the extent (if any) that they exclude or purport to exclude consumer guarantees which cannot be excluded under the *Australian Consumer Law* and any non-excludable rights under consumer protection laws. If any conditions are illegal or unenforceable, they are to be severed from the remainder of the conditions which will remain valid and of full force and effect.