

# Arts Centre Melbourne Car Park

## Conditions of Entry

These Car Park Conditions of Entry apply:

- a. to all parking services we provide at this Car Park; and
- b. in conjunction with the Arts Centre Melbourne (ACM) standard Conditions of Entry.

**If you do not accept these Car Park Conditions of Entry, you must take a ticket, enter the Car Park and then proceed straight to the exit. If you leave the Car Park immediately you will not be charged.**

In these Car Park Conditions of Entry, references to:

- a. **we, us, our** or **ACM** means the Trust, and its employees, agents, officers and independent contractors;
  - b. **you** or **your** refers to you, or any person with you, including any dependents or children under your supervision.
  - c. **your vehicle** refers to a vehicle driven, or intended to be driven, by you, into this Car Park.
  - d. **Car Park** refers to the ACM Car Park.
1. We have the right to refuse entry to any vehicle or person.
  2. We reserve the right to inspect and search you and your belongings while you are in the Car Park.
  3. Security cameras are operating in this Car Park and you may be filmed.
  4. Children under the age of 15 must be under the supervision of a responsible adult (18 years of age or older) at all times.
  5. You must not:
    - a. behave in any manner that threatens the safety of others or may cause damage to property.
    - b. smoke or use e-cigarettes in the Car Park;
    - c. bring animals in to the Car Park, unless they are registered assistance animals; or
    - d. enter areas of the Car Park not open to the public, unless authorised by the Trust.
  6. Certain laws provide non-excludable statutory guarantees, conditions or warranties for the supply of certain goods and services. Nothing in these conditions is to be taken to exclude, restrict or modify any guarantee, conditions or warranty that we are prohibited by law from excluding, restricting or modifying.
  7. Subject to condition 6, when you enter and use this Car Park, you do so at your own risk and are responsible for the security of your own belongings.
  8. Subject to condition 6, we are not responsible for loss of your property or personal injury (including death) suffered by you that was not caused by our material breach of these conditions or by our negligence or that was not reasonably foreseeable. We are also not responsible for business losses (such as lost data, lost profits or business interruptions), loss suffered by non-consumers or any increase in loss that was caused by your breach of these conditions or your negligence.
  9. You agree to release and indemnify us in respect of any claim made against us, as a consequence of, in relation to, or in any way arising out of, your use of this Car Park where your use breaches the law or these conditions or you are negligent.
  10. We have the right to move your vehicle, even if it is locked, if we feel that it is necessary to do so, such as if emergency or hazard works are required. If we move your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it in accordance with this condition.
  11. We do not accept liability if you are late for a performance due to Car Park congestion.
  12. If you bring a vehicle into the Car Park, you agree to pay the parking fee set by us, and to produce to us proof of payment of the parking fee if requested.
  13. Lost tickets or failure to provide a valid parking ticket will attract the maximum parking fee that is applicable at the time of the ticket being declared as lost.
  14. We have a right to take details of your car and driver registration in the event that you are unable to pay any money that you owe us. We may use these details to seek recovery of the amount owed to us.
  15. You agree to:
    - a. not cause any obstruction;
    - b. not park anywhere that we designate as a no parking area; and
    - c. not use this Car Park other than in accordance with any signs, directions, or requests we may give.

You are responsible for any reasonable costs that we incur if we move your vehicle because you have not complied with this condition 15.
  16. We may alter these conditions at any time and will post a notice advising of the change together with a copy of the altered conditions 14 days prior to those changes becoming effective.
  17. If any of these conditions are illegal or unenforceable, that part is to be disregarded and its removal will not affect the rest of the conditions.