Busselton Margaret River Airport Parking Conditions of Entry



- 1. By entering this car park you are deemed to have accepted these Conditions of Entry.
- 2. If you do not accept these conditions, you must not enter the car park, or, if you cannot turn around then you may enter the car park but you must exit immediately.
- 3. You enter and use this car park at your own risk.
- 4. A parking fee is payable each time a vehicle enters this car park. If you drive a vehicle into this car park you agree to pay the parking fee as set by us from time to time.
- 5. You must:
 - a. produce, when requested by us, 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; and
 - d. comply with all reasonable directions and requests made by an authorised officer.
- 6. You must not carry out any commercial activity of any kind in the car park that we have not authorised in writing.
- 7. The Australian Road Rules apply and are enforced at Busselton Margaret River Airport and you must comply with these rules as amended from time to time. Fines are payable by you for non-compliance.
- 8. You must park your vehicle within the limits as defined by the lines painted on the surface of the parking area, and comply with all signs erected in the carpark.
- 9. You must not litter the car park, or allow your vehicle to spill or leak oil in it.
- 10. We are not liable for you or any person with you for:
 - a. injury to you or anybody else;
 - b. the delivery of your vehicle to any person, whether that person has authority to take it or not;
 - c. damage to, destruction of, theft of, or unauthorised delivery up of your vehicle or any other vehicle whether authorised or not;
 - d. 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; or
 - e. direct, indirect or consequential loss, damage or inconvenience suffered or incurred by any person.
- 11. You release and indemnify us in respect of any claim made against us or expense incurred by us as a consequence of, or in relation to, or in any way arising out of your use of this car park.
- 12. To the fullest extent permitted by law we exclude our liability to you. In the case of any warranties or conditions implied into this contract by the Competition and Consumer Act 2010, we limit our liability to:
 - a. supplying the services to you again; or
 - b. the payment of the cost of having the services supplied again.
- 13. While we use reasonable endeavours to ensure that car parks are secure, we do not guarantee that they are a secure environment. Any CCTV cameras installed in and around the car parks are for the use and protection of Busselton Margaret River Airport only and are not for the purpose of monitoring vehicles.
- 14. Lost tickets will attract the fee that is applicable at the time of the ticket being declared as lost.
- 15. We (or our contractors) may enter, move or tow away your vehicle for operational, safety or security reasons. If we have to tow your vehicle as a result of your breach of these conditions, you must pay our reasonable costs for towing and storage of your vehicle, and any recovery costs, if applicable.
- 16. If any of these conditions are illegal or unenforceable, the illegal or unenforceable conditions are to be disregarded and do not affect the remaining conditions.
- 17. Infringement notices in relation to the parking of your vehicle in the car park are enforceable by law.
- 18. In these conditions, references to:
 - a. 'we', 'us' and 'our' means the City of Busselton ABN 87 285 608 991 its employees, agents and independent contractors; and
 - b. 'your vehicle' includes a vehicle driven, or intended to be driven by you into the car park.
- 19. Offenders may be prosecuted under the City of Busselton Parking Local Law 2011.