

CONTRACTUAL AGREEMENT – TERMS & CONDITIONS

PRIVATE CAR PARKS

By entering and allowing your vehicle to remain in this car park, you acknowledge and agree that you are entering into a legally binding contract with OnlyPark under the following terms and conditions. If you do not agree or accept these terms, you must immediately remove your vehicle from the car park.

1. PARKING CONDITIONS

- a. All vehicles must be parked within a designated, marked parking bay.
- b. Users must comply with all displayed parking signs, terms, and conditions.
- c. Parking in a permit-only zone is prohibited unless a valid permit is displayed. The permit must be clearly visible on the front windscreen or dashboard, ensuring it can be easily seen from outside the vehicle. Placement in the rear window, upside down, or in any position that obscures visibility is not considered valid.
- d. Parking in a disabled bay is strictly prohibited unless a valid Australian Disability Parking Permit issued from the Australian Government under the Australian Disability Parking Scheme (ADPS) is displayed.

2. NON-COMPLIANCE AND LIQUIDATED DAMAGES

- a. Failure to comply with the conditions set out in Clause 1 constitutes a breach of these Terms and Conditions.
- b. Failure to comply with the conditions set out in Clause 1 constitutes a breach of these Terms and Conditions.
 - i. **\$155.00** for the following violations:
 - > Not parking in a designated bay
 - > Parking in a loading zone
 - > Parking in a disabled bay without a valid permit
 - > Parking in a no standing area
 - ii. **\$88.00** for any other parking breach.
- c. You agree that these amounts represent a genuine pre-estimate of the costs, losses, and administrative burden incurred by OnlyPark as a result of the breach.
- d. If a Non-Compliance Notice is issued, you acknowledge and agree that affixing the notice to your vehicle or otherwise issued by OnlyPark constitutes sufficient notice of the claim for liquidated damages.
- e. If a Non-Compliance Notice is issued due to an incorrectly entered vehicle registration, despite the user correctly registering or booking their parking, a \$20.00 administration fee will apply. This fee covers administrative processing and verification costs.

3. PAYMENT TERMS AND ADDITIONAL COSTS

- a. If payment of the liquidated damages is made within **14 days**, OnlyPark will accept the amount stated on the Non-Compliance Notice as full and final settlement.
- b. If the liquidated damages remain unpaid after **14 days**, you agree to pay additional costs, including legal fees for debt recovery action as follows:
 - i. \$91.00 for an unpaid \$88.00 Non-Compliance Notice
 - ii. \$163.00 for an unpaid \$155.00 Non-Compliance Notice
- c. Recovery action is undertaken where contact details are available and in accordance with our Privacy Policy and the Privacy Act 1988 (Cth).

4. VEHICLE ENTRY, REMOVAL, AND RELOCATION

- a. OnlyPark reserves the right to enter, move, or remove any vehicle within the car park for operational, safety, or regulatory purposes.
- b. Vehicles deemed to be obstructing traffic, emergency access, or pedestrian pathways may be relocated or towed at the owner's expense.
- c. Any towing or removal will be carried out in accordance with applicable state legislation and site-specific authorisations.

5. REVOCATION OF PARKING LICENSE

- a. OnlyPark may, at its sole discretion, revoke your permission to use its parking facilities.
- b. Such revocation may be communicated by a notice affixed to your vehicle or sent to the registered owner.

6. SERVICE PROVISION AND CONSUMER LAW COMPLIANCE

- a. OnlyPark will exercise due care and skill in providing parking services, in compliance with Subdivision B of Division 1 of Part 2-3 of the Australian Consumer Law (ACL) and any relevant State-based legislation.
- b. To the extent permitted by law, OnlyPark limits its liability for any failure to comply with a consumer guarantee under the ACL to either:
 - i. The resupply of the services; or
 - ii. The cost of having the services resupplied.
- c. Nothing in these Terms and Conditions excludes, restricts, or modifies any rights or remedies that cannot be lawfully excluded under the ACL.

7. EXCLUSION OF LIABILITY

- a. Except as required by law, OnlyPark shall not be held responsible for any loss, damage, or theft of vehicles or personal property while within the car park.
- b. All persons entering and using the car park do so entirely at their own risk.
- c. To the extent permitted by law, OnlyPark excludes all liability for indirect, consequential, or incidental loss or damage arising from your use of the car park.

8. INDEMNITY

- a. You agree to indemnify and hold harmless OnlyPark from any loss, damage, liability, or expense incurred as a result of your negligence, misconduct, or breach of these Terms and Conditions.

9. AUTHORITY TO VARY TERMS

- a. No individual, other than the Compliance & Appeals Manager of OnlyPark, has the authority to modify, waive, or excuse compliance with these Terms and Conditions.

10. DEFINITIONS AND APPLICATION

- a. In these Terms, “**OnlyPark**” refers to **OnlyPark Pty Ltd, ABN 19 677 432 870** its officers, employees, contractors, and authorised agents.
- b. These Terms apply to all users of an OnlyPark-managed car park, regardless of whether a fee has been paid for parking.
- c. Use of OnlyPark-managed car parks is also subject to the Privacy Policy and any additional terms published on www.onlypark.com.au