## Esecure

## **Terms & Conditions Apply**

- 1. Anyone who enters this car park enters into a contract with Secure Parking Pty Ltd ABN 31669 236 037 under the following Terms and conditions.
- 2. This car park operates under the following park model:
  i. All areas within this car park offers free parking for a maximum period of 3hrs.
- 3. If you overstay the allocated 3 hours free parking of this car park, you may be issued with a non-compliance breach notice.
- 4. In the event that you are issued with a non-compliance breach notice, you must pay us \$66.00 (inclusive of GST) for each day or part of day that the vehicle remains in the car park. You agree that this amount is a reasonable pre-estimate of damages arising from your breach.
- 5. You must comply with all other rules, signs and directions displayed within the car park as well as any directions given to you by our staff. You may be issued with a non-compliance breach notice if you fail to comply with this term.
- 6. Secure Parking and the owners and managers of Waverley Gardens Shopping Centre, accept no liability for any loss or damage arising whilst using the car park facilities.
- 7. This contract does not affect any common law rights, statutory rights or other rights that we have over the vehicle.
- 8. We reserve the right for us and our contractors or agents to enter and move the vehicle: in an emergency situation; if the car is deemed abandoned; or if it is necessary for the safe, equitable and / or efficient operation of the car park and Waverley Gardens Shopping Centre. We may charge you a reasonable amount for moving the vehicle if the need to move arises because the vehicle has caused an obstruction, if you appear to have abandoned the vehicle or if you have breached these Terms and Conditions.
- 9. You may be liable for damages to the car park and other vehicles within the car park caused as a result of your negligence. Further, you may be liable for damages to property owned by Waverley Gardens Shopping Centre, its agents and tenants caused as a result of your negligence.
- 10. You have the right to dispute any amount we claim against you. We will consider all disputes fairly and reasonably. Breach notice disputes must be put in writing and sent to the email account: info@tmsau.com.au



The use of the word 'Secure' in our name and logo does not express or imply any warranty about the security of the Car Park.

This site is patrolled by Traffic Monitoring Services on behalf of Secure Parking Pty Ltd.