



HORNSBY RSL CLUB

## WILLIAM STREET CAR PARK CONDITIONS OF ENTRY

The following conditions apply when you enter, leave or use this car park. By entering this car park you agree to be bound by these conditions.

If you do not accept these conditions immediately leave the car park.

1. You enter and use this car park at your own risk. We reserve the right to refuse entry by any vehicle or person. Car park rates apply to levels 5, 6 & 7 of this car park.
2. Limits on our liability  
Each exclusion of liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act 1974 and similar state legislation.
3. We are not liable to you or any person with you for;
  - a. Injury to you or anybody else;
  - b. Damage to, destruction of, theft of or unauthorised delivery of your vehicle or any other vehicle whether authorised or not; or
  - c. Damage to, destruction of, theft of or delivery of any property (including anything in or on your vehicle or any other vehicle); however caused and you release and indemnify us from any claim, which you might have against us.
4. You agree to indemnify us in respect to any claim made against us and any expenses incurred as a consequence of, in relation to, or in any way arising out of your use of this car park.
5. We will not be liable to you for delivery of your vehicle from any person who did not have authority to take your vehicle.
6. You agree
  - a. not to cause any obstruction;
  - b. not to park anywhere that we designate as a "No Parking" or reserved area; and
  - c. not to use this car park other than in accordance with instructions we may give.
7. If you breach any of the conditions in item 6 above, you will pay us liquidated damages of One Hundred Dollars (\$100.00).
8. Whilst in the car park
  - a. You must comply with all signs and all reasonable directions and requests made by us;
  - b. You may have access to remove a vehicle from this car park only during the permitted hours displayed.
9. Levels 1, 2, 3 & 4 of car park are licenced to Hornsby Shire Council. Time limits apply to parking on these levels.
10. Levels 5,6 & 7 of this car park are available only to Temporary Members, visitors, Staff and Members and their Guests of Hornsby RSL Club **whilst USING the Club's facilities. Please note: Bottle Shop and/or Palms Cafe take away purchases are not acceptable as proof of purchase. Managements decision is final.**
11. We have the right to, at our discretion, wheel clamp or to move your vehicle, (including moving it to any location outside this car park), even if your vehicle is locked.
  - a. If we move your vehicle, the conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.
  - b. Payment will be required in advance by you to have any wheel clamp removed from your vehicle. The fee to have any wheel clamp removed is sixty dollars. (\$60.00)
12. These conditions may only be altered by a written joint agreement.
13. In these conditions reference to;
  - a. 'we', 'us' and 'our' mean Hornsby RSL Club, its employees, agents, and independent contractors.
  - b. 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.