

The Wesley Hospital Ticketless Parking System – Conditions of Entry and Limitation of Liability

1. These Conditions of Entry and Limitation of Liability apply to any person or vehicle entering this Car Park. You acknowledge and accept to be bound by these Conditions of Entry and Limitation of Liability by entering or using the Car Park. If you do not accept these Conditions of Entry and Limitation of Liability, you must not enter or use the Car Park and must leave immediately. If you leave immediately, you will not be charged a parking fee.
2. Digital images of your vehicle's licence plate number and vehicle will be taken on entry to, and exit from, the Car Park. CCTV monitoring is underway at all times in the Car Park and in The Wesley Hospital.
3. You enter and use this Car Park at your own risk.
4. The Wesley Hospital (or 'we', 'us' or 'our') is not liable for you or any person with you or any other third party for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property (including your vehicle) and whether arising from default, negligence, misconduct or otherwise by us, our employees or agents, including, but not limited to:
 - injury to you or anybody else;
 - damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any other vehicle whether authorized or not; or
 - 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, and you release and indemnify us from any claim, which you might otherwise have against us.
5. You indemnify us and agree to keep us indemnified in respect of any claim made against us as a consequence of, in relation to, or in any way arising out of the use of this Car Park. You also agree to indemnify us in respect of any damage caused by you or your vehicle to another vehicle or the Car Park, including, but not limited to any oil or other substances that leak from your vehicle.
6. We will not be liable to you for delivery of your vehicle to any person who did not have authority to take your vehicle.
7. We may refuse entry to any person or vehicle at any time without giving any reason. We may at any time terminate your right to use this Car Park without giving any reason and may there upon remove the vehicle from the Car Park.
8. A parking fee is payable each time a vehicle enters this Car Park. If you bring a vehicle into this Car Park you agree to pay the parking fee and any other costs which may be incurred in relation to the vehicle, upon demand, as set by us from time to time
9. A fee is charged to permanent parkers. A permanent parker must have funds adequate to cover the parking fee in their on-line account. If these funds are not adequate, the casual rate will be charged.

10. Complimentary permanent parkers must have their on-line accounts established and approved. The complimentary parker must have their license plate registration details up-to-date, if the details in the account are in variation to the actual license plate presented for parking the casual rate will be charged. Only one vehicle per day is authorised for complimentary parking per permanent complimentary parker.
11. You agree:
 - not to cause any obstruction;
 - not to park anywhere that we designate as a “no parking” area;
 - not park in any area that is marked “reserved” unless the park is reserved for your vehicle or we otherwise authorise you to park in that area;
 - not to park in an area set aside for parkers with special needs, unless the appropriate permit is clearly displayed on your vehicle. (Failure to display the required permits to park in these areas may result in a financial penalty, removal of parking privileges or removal of the violating vehicle);
 - comply with all rules and directions displayed within the Car Park and any reasonable request or directions given to you by our staff.
12. Our employees or agents have no authority to accept for safe custody any items of any kind (including keys to any vehicle) under any circumstances.
13. We shall have a lien upon any vehicle left in the Car Park and shall have the right to retain the vehicle until all sums due for entry and parking have been paid by you. Parking fees will continue to accrue during the period that we retain your vehicle until we recover all fees and costs.
14. These conditions may only be altered by a signed, written agreement between you and the General Manager, The Wesley Hospital. No other attempted variation of these conditions will be effective, and we shall not be bound by any such attempt.
15. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
16. We make no express warranties in relation to the services we provide. All warranties, representations and conditions related to the services (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.
17. You acknowledge that our liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2001 which cannot be excluded is to the extent permitted by law limited, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again.