

ParkAt Terms of Entry - Australia WA

Last updated on 12 April 2023

TERMS & CONDITIONS

Acceptance and Application

- 1) These terms & conditions (**Terms**) apply to you if you are using this car park (**Car Park**). By entering and parking your vehicle in this Car Park you agree to these Terms. If you do not accept them, please leave immediately and you will not be liable for any enforcement action contained in these Terms.
- 2) If you do not own the vehicle you are parking in this Car Park, you bind the registered owner to these Terms and warrant that you have the authority to do so.
- 3) These Terms apply 24 hours a day, seven days a week from the time your vehicle enters this Car Park.

Definitions

- 4) In these Terms:
 - a) ParkAt (and references to we, us or our) means Imperium iQ Pty Ltd trading as ParkAt and Enforce iQ, and includes our employees, agents and independent contractors;
 - b) You means the driver of the vehicle entering this Car Park; and
 - c) Your vehicle means the vehicle which you are driving (whether owned by you or not).

Car Park Rules

- 5) You must comply with all rules and directions displayed in this Car Park, any applicable laws, and all directions given to you by us.
- 6) Your vehicle may only be parked in marked spaces, and you must not use "RESERVED" or "NO PARKING" spaces unless authorised to do so or directed to by us. You must not park in mobility spaces without displaying a valid mobility parking permit. You must not obstruct other persons or vehicles using the Car Park. You must not abandon your vehicle in this Car Park.
- 7) Your vehicle must have a current registration, warrant of fitness, and not present any danger or risk to any persons or other vehicles in this Car Park.
- 8) If specified in the directions displayed in this Car Park, you must pay for the time that your vehicle is parked in this Car Park, in accordance with the payment instructions displayed.
- 9) If time restrictions apply to your parking space, you must leave the Car Park by the expiry of the specified time.
- 10) If specified in the directions displayed in this Car Park, you may only park your vehicle if you are parking for the purpose of visiting specified businesses that this Car Park services. Once you have finished visiting those businesses, you must leave the Car Park.

Breach of Terms

- 11) If you breach any of your obligations under these Terms, we may issue you with a breach notice requiring you to pay us a breach fee of AU\$77 for each full or part day that your vehicle remains in the Car Park, and/or we may require you and your vehicle to leave the Car Park immediately. You agree that the breach fee reflects our actual and reasonable costs incurred in enforcing the Terms. A breach notice may be given to you, attached to your vehicle, sent to you or the owner of the vehicle electronically, or by post.
- 12) If you do not pay the breach fee in accordance with the terms of the notice, we will issue you with a reminder notice which will include an additional administration fee of AU\$40. You agree that this amount is reasonable to cover our costs arising from administering and sending the reminder notice.
- 13) If you fail to pay the amounts due in the reminder notice within a period of 14 days from the issue date of the reminder notice, you agree:
 - a) we may transfer the amounts due to a debt collection agency to enforce payment by you; and
 - b) you will be liable for all our costs relating to the collection of the debt, including any solicitor/client costs, on a full indemnity basis.

Appeals

- 14) Any appeal seeking a review of a breach notice must be received in writing within 14 days of the issue date of the breach notice via our website at www.enforceiq.com. We will confirm receipt of your appeal and issue a decision as soon as possible. While the review is underway, the breach notice will be placed on hold. Our decision in relation to any review will be final.

Moving Vehicle

- 15) We may enter, move or tow away your vehicle without notice if we decide that it is reasonably necessary to do so in an emergency or for the safe or efficient operation of this Car Park.
- 16) We may tow your vehicle, and charge you a reasonable amount to cover our costs for doing so, if the need to tow arises:
 - a) because you have breached these Terms or caused obstruction; or
 - b) we reasonably believe your vehicle is abandoned.
- 17) We may engage a third party to tow your vehicle. If your vehicle is towed, we may retain possession of it until all amounts owing to us and any applicable third-party release fees have been paid (or another payment arrangement has been agreed between us).
- 18) If any amounts owing to us remain unpaid after 30 days of your vehicle being towed, you agree that we may choose to sell your vehicle and use the proceeds to recover any amounts owing to us and/or any third party engaged by us, and you must take all steps required to enable us to do so.

Responsibility

- 19) You understand and agree that you enter and use this Car Park entirely at your own risk.

- 20) You agree to pay all costs we incur enforcing these Terms as a result of your breach, including towing, storage, release fees, fees specified in any breach notice, and any other costs. Costs continue to accrue until they are paid.
- 21) You must pay for any damage caused by you or your vehicle to this Car Park including but not limited to, any damage caused by oil or other substances which leak from your vehicle.
- 22) We do not guarantee the security of your vehicle or its contents, or your personal safety, while in this Car Park.
- 23) We are not responsible or liable for:
 - a) any damage to, destruction or theft of your vehicle or any of its accessories or content while in the Car Park;
 - b) any personal belongings you may leave in your vehicle or this Car Park; or
 - c) any personal injury or death suffered by you or any other person in this Car Park.
- 24) Certain legislation, including the Australian Consumer Law (**ACL**) in the Competition and Consumer Act 2010 (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision by us to you of access to the Car Park which cannot be excluded, restricted or modified (**Consumer Law Rights**). If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our liability to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms. Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 25) You agree to indemnify us in respect of all losses, costs (including reasonable legal costs) or expenses that we may suffer or incur in respect of:
 - a) a breach of these Terms by you;
 - b) your vehicle; or
 - c) your use of this Car Park.

In the case of paragraphs (b) and (c) your liability to indemnify us is reduced to the extent that any relevant expense is caused by our negligence or default.

General

- 26) We may update these Terms at any time. The current Terms that apply to you are the ones displayed in this Car Park at the time of your entry.
- 27) Nobody may vary, waive, or excuse compliance with these Terms, or any notices issued by us, on our behalf.
- 28) You must provide us with your full name and address on request. In the event you breach these terms, we will obtain the ownership details of your vehicle from the relevant motor vehicle register for the purposes of enforcement and debt recovery in accordance with these Terms. You consent to us obtaining those details and sharing that information with necessary third parties for that purpose.
- 29) We may monitor this Car Park using licence plate recognition and surveillance cameras. If we do, we use, store and may share this information for the purposes of monitoring compliance

with and enforcing these Terms. If a dispute arises in relation to charges payable and/or time spent in this Car Park or otherwise under these Terms, we may use surveillance footage to determine a resolution to the dispute and our decision in this regard shall be final and binding.

- 30) These Terms are governed by the laws of Western Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

This Car Park is operated by ParkAt (www.parkat.co).

This Car Park is monitored and enforced by Enforce iQ (www.enforceiq.com).

For any questions or notices, please contact us at:

Imperium iQ Pty Ltd (ABN 40648203650)

Email: help@parkat.co

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