

Full conditions of entry

Sunshine Coast Council

Conditions of entry

- 1 Your entry to Sunshine Coast Regional Council's (**Council**) 4 Lightning Lane, Maroochydore (PARKnGO Lightning Lane) car park is subject to the following terms and conditions of entry (**Terms and Conditions**).
- 2 By entering this car park, you are taken to have irrevocably and unconditionally accepted the Terms and Conditions. If you do not accept these Terms and Conditions, you and any vehicle in which you entered must not enter this car park or immediately leave this car park.
- 3 A parking fee is incurred upon entry into this car park but becomes payable prior to exiting this car park.
- 4 You must:
 - (a) comply with all signs, rules and directions displayed within this car park and any directions given to you by Council staff or any designated person representing Council or otherwise acting on Council's behalf either under statute or not;
 - (b) park within the marked vehicle bays at all times, including the marked disability parking bays; and
 - (c) comply with the *Transport Operations (Road Use Management—Road Rules) Regulation 2009* (Qld) (road rules will be enforced by officers of the Council, including the issuing of infringement notices for a breach of the road rules).
- 5 Council recommends users of this car park lock their vehicles and do not leave valuable items within their vehicles.
- 6 Smoking is not permitted within this car park.

CCTV and technology

- 7 CCTV cameras are installed within this car park for the protection of Council assets. By entering this site, you irrevocably and unconditionally accept that you may be photographed and or videoed.
- 8 Council will use automatic number plate recognition to calculate parking fees (if any) for your vehicle while using this car park.

Liability waiver and indemnity

- 9 By entering this car park, you acknowledge that you are entering freely, voluntarily and absolutely at your own risk.
- 10 To the extent permitted by law, Council does not accept responsibility or liability for the loss of or damage to any vehicle or for the loss of or damage to anything attached to or within the vehicle including the authorised removal of the vehicle or anything attached to or within it, or for any physical or mental injury to or death of any person, however caused.

- 11 You as a user of this car park agree to indemnify Council from any liability, claims, suits or damages to Council property or loss, damages, injuries or death occasioned to the property or persons arising out of your conduct or actions within this car park generally.
- 12 You must pay for any damage caused to this car park or Council's property located on or within this car park. Liability for any such damage includes liability for damage caused by oil or any other substances which leaks from your vehicle.

General

- 13 Nothing in these Terms and Conditions prevents Council from relying on any laws (including statute and common law) that limit or preclude their liability.
- 14 Nothing in these Terms and Conditions excludes any term or guarantee which, under statute, cannot be excluded however the liability of Council is limited to the minimum liability allowable by law.
- 15 These Terms and Conditions, and any rights, duties and obligations between you and Council shall be governed by and interpreted solely in accordance with the laws of Queensland, Australia.