

STADIUM CAR PARKS – TERMS AND CONDITIONS OF USE

By entering a Stadium Car Park you are deemed to have accepted and agree to be bound by the Western Australian Sports Centre Trust (Traffic) Regulations 2017 and these Terms and Conditions:

1. The Operator reserves the right, at its absolute discretion:
 - (a) to refuse entry to any person or vehicle into the Licensed Area for security or safety reasons; and
 - (b) to search or inspect any vehicle that is parked in the Licensed Area or any vehicle that is entering or leaving the Licensed Area for security or safety reasons; and/or
 - (c) to move or tow away any vehicle (regardless of whether the vehicle is locked) if a vehicle is:
 - (i) not parked in a designated parking area or is obstructing any other vehicle; or
 - (ii) for any other safety or security reason, andif the Operator moves or tows away any vehicle, further to these conditions the Hirer remains liable for and must pay the Operator the reasonable costs the Operator incurs for the moving or towing and storage of the vehicle, including any recovery costs, if applicable.
2. Access to each Stadium Car Park is subject to:
 - (a) opening and closing hours as determined by the Operator, and you agree to only park in a Stadium Car Park during the designated opening hours; and
 - (b) presentation of a valid parking accreditation pass, or other written authorisation, issued by the Operator, if applicable. You agree to produce the parking accreditation pass or written authorisation, if applicable, at the entry gantry, and at any other time as requested by the Operator.
3. You enter and use a Stadium Car Park at your own risk.
4. You agree to pay the parking fees (where applicable), as determined and set by the Operator, in respect of entry to and / or use of a Stadium Car Park.
5. You agree you will not cause any obstruction or damage to any other vehicle or property in the Stadium Car Park.
6. You agree to comply with all signs, speed limits and other instructions or directions of the Operator's staff, and not park anywhere that is identified as restricted (without holding a applicable permit) or marked 'no parking'.
7. You agree to the collection, storage, use and disclosure of your vehicle and personal information in accordance with the Operator's Privacy Policy, available at <https://optusstadium.com.au/legal/privacy-policy>.
8. For the safety and security of all Stadium users closed circuit television (CCTV) cameras are in use at the Stadium. The CCTV cameras installed in and around each Stadium Car Park are for the use and protection of the Stadium only and are not for monitoring vehicles. Photographs and recordings of vehicles using a Stadium Car Park may be shared with the police and other authorities.
9. The Operator will not be liable, for any loss or damage suffered or incurred by you or any person with you, for (i) any damage to, destruction, loss or theft of, or unauthorised use of your vehicle; (ii) personal injury; (iii) damage to, or destruction, loss or theft of, any personal property in or on your vehicle; and (iv), damage to any property howsoever caused in connection with your entry to and / or use of a Stadium Car Park, and you release the Operator from any claim you might otherwise have against the Operator.
10. You agree to keep the Operator indemnified in respect of any claim, loss or damage it may suffer or incur arising out of or in connection with your entry to and / or use of a Stadium Car Park, including any damage occurring during the process of removing or relocating any vehicle.
11. To the fullest extent permitted by law we exclude all liability to you. In the case of any warranties or conditions implied into this contract by the Competition and Consumer Act 2010, we limit our liability to supplying car parking services to you again.
12. References to the Operator means VenuesLive Management Services (WA) Pty Ltd, as agent for The Western Australian Sports Centre Trust, trading as VenuesWest, and each of its respective employees, consultants, officers, agents and contractors.
13. References to "you" and "your vehicle" includes a car, motorcycle or other vehicle driven, or intended to be driven, by you into a Stadium Car Park.
14. This agreement is governed by the laws of Western Australia.