

# MEMORIAL DRIVE CAR PARK

## CONDITIONS OF ENTRY

### 1. Your Consumer Rights

Nothing in these conditions excludes, restricts or modifies any rights or guarantees you have under the Australian Consumer Law, including guarantees relating to due care and skill. These rights apply in addition to the terms below.

### 2. Your Responsibility and Our Responsibility

You enter and use the car park at your own risk.

We will take reasonable care for the safety and security of the car park. Subject to the ACL, we are not responsible for:

- Loss of, or damage to, any vehicle, its contents, or other property; or
- Personal injury, unless caused by our failure to take reasonable care.

You are responsible for securing your vehicle, removing valuables, and ensuring your vehicle is safe and roadworthy.

### 3. Parking Fees and Access

- To access the car park, you must scan your membership card (or other access method we provide) when entering and exiting.
- There is a 3-hour time limit for usage of the car park for fitness members.
- There is a 4 hour time limit for gold/premium members.
- \$25 parking fees may apply where time limits are exceeded in line with displayed signage and conditions of entry
- Time extensions may be granted at the discretion of management for special events, acting reasonably.
- You must remain on the premises while using the car park. Failure to do so may result in parking access being suspended or additional fees being applied in accordance with the displayed fee schedule. Parking fees are charged in accordance with the applicable time limits displayed in the car park and will be debited in accordance with your membership payment authorization.
- We may refuse entry to the car park if outstanding fees remain unpaid. Where fees are outstanding at exit, you may be required to follow alternative payment procedures as directed by staff.
- If your access card fails, you must follow staff instructions for alternative entry or exit procedures.

### 4. Use of the Car Park

While in the car park, you must:

- Comply with all signs, road markings, speed limits, and instructions given by our staff;
- Park only within marked bays;
- Not park in "No Parking", "Reserved", loading or mobility-restricted bays unless properly authorized and displaying a current permit;
- Not obstruct traffic, entries, exits, ramps, or pedestrian walkways.

You must not bring into the car park anything dangerous, hazardous, or likely to cause nuisance or damage. Skateboards, scooters and other recreational devices may not be used unless Approved by staff.

### 5. Removal, Relocation or Security of Vehicles

We may enter, move or secure your vehicle if:

- It is reasonably necessary for safety or operational reasons;
- The vehicle is improperly parked;
- The vehicle is suspected to be abandoned; or
- We are required to do so by law or emergency services.

If a vehicle appears to be left without authority for an extended period, we may take reasonable steps to move or remove it in accordance with South Australian law, including cost recovery where permitted.

We may require reasonable evidence of ownership or authority before allowing your vehicle to leave the car park.

### 6. Behavior and Prohibited Activities

You must not:

- Conduct unauthorized commercial activities (e.g., distributing pamphlets, selling goods, promotional activity);
- Damage or deface any part of the car park;
- Allow children to be in the car park unsupervised;
- Act in a way that endangers others or interferes with the safe operation of the facility.

### 7. Indemnity (Permitted Scope Only)

To the extent permitted by law, you agree to be responsible for any loss or damage you cause to the car park or to other persons while using the facility.

This indemnity does not apply where we have failed to take reasonable care or where it would be unfair under the Australian Consumer Law.

### 8. Our Right to Refuse Entry

We may refuse access to, or request the removal of, any vehicle or person who does not comply with these conditions, behaves unlawfully, or poses a safety risk.

### 9. Interpretation

- "We/us/our" means the operator or owner of the car park.
- "You/your" includes the driver, passengers, and the owner of any vehicle using the car park.
- "Car park" means all areas designated for vehicle access, parking, and associated facilities.

### **What are the conditions of entry to the car park?**

By entering or using the car park, you agree to all stated terms and conditions. If you do not agree, you must exit immediately and not leave your vehicle on site.

### **Do I still have rights under Australian Consumer Law?**

Yes. Your rights under the Australian Consumer Law are not affected and apply in addition to these terms.

### **Who is responsible for my vehicle and belongings?**

You are responsible for your vehicle, its contents, and ensuring it is secure. The club is not liable for loss or damage unless caused by a failure to take reasonable care.

### **How do I access the car park?**

You must scan your membership card when entering and exiting the car park.

### **Is there a time limit for parking?**

Yes, there is a 3 hour time limit for silver members and a 4-hour time limit for premium members. Extensions may be granted at management's discretion. Members must be present and request face-to-face at reception when requesting extensions.

### **Can I leave the premises while my car is parked?**

No. The car park is for members actively using the club facilities. Leaving the premises may result in fees or suspension of access.

### **What happens if I exceed the time limit?**

\$25 Parking fees will apply in line with the displayed fee schedule and may be charged to your membership account.

### **What should I do if my access card doesn't work?**

Use intercom to communicate with reception stating your first and last name so your visit can be recorded at reception.

### **What rules must I follow while in the car park?**

You must follow all signage, park within marked bays, obey speed limits, and avoid restricted or reserved areas unless authorized.

### **Can the club move or remove my vehicle?**

Yes, the club may remove vehicles for safety, operational reasons, improper parking, suspected abandonment, or if required by law.

### **What are the intercom hours of operation?**

The intercom is available during standard club operating hours.