



**Fairfield
West
Plaza**

CAR PARK – TERMS & CONDITIONS OF ENTRY

FAIRFIELD WEST PLAZA - 368 Hamilton Road, Fairfield West NSW

RISK WARNING

USE OF THIS CAR PARK IS AT YOUR OWN RISK.

Risks include damage, theft, personal injury or death caused by other persons, vehicles, weather conditions, the condition of the car park, or equipment failure or malfunction.

1. Acceptance of Terms

By entering this Car Park, you agree to be bound by these Terms & Conditions. If you do not agree, you must exit the Car Park immediately.

2. Parking Conditions

- Follow all signage, road markings, and directions from centre management or authorised staff.
- Parking is permitted only within marked bays and in accordance with posted time limits and conditions.
- Reserved, loading, disabled, or authorised bays must not be used without permission.
- Vehicles must be roadworthy, registered, and driven responsibly at all times.

3. Time Limits & Enforcement

- Parking is limited to the **3 hours per day** or conditions applicable to the area.
- Vehicles parked in breach of these terms (including overstaying or unauthorised parking) may be impounded or removed at the vehicle owner's risk and cost.

4. No Bailment / No Safe Custody

This Car Park is not a secure storage facility. No bailment is created. Centre management does not accept vehicles, keys, or property for safekeeping.

5. Vehicle Movement

Centre management may move or arrange for the removal of any vehicle where reasonably necessary, including for safety, emergencies, obstruction, misuse, breach of these terms, or operational reasons.

6. CCTV & Privacy

- CCTV and licence plate recognition systems operate within the Car Park.
- Images and data may be collected for security, safety, enforcement, and incident investigation purposes.
- Personal information is handled in accordance with the *Privacy Act 1988 (Cth)* and applicable privacy laws.

7. Liability

To the maximum extent permitted by law:

- The owner and manager of Fairfield West Plaza are **not liable** for any loss, damage, theft, personal injury, or death occurring in the Car Park.
- This includes loss or damage to vehicles or personal property, whether caused by negligence or otherwise.
- Nothing in these terms excludes rights that cannot be excluded under the Australian Consumer Law.

8. Indemnity

By accessing the Car Park you agree to indemnify the owner and manager of Fairfield West Plaza for any loss, damage, or cost arising from your breach of these Terms or your actions within the Car Park, except to the extent caused by their negligence.

9. Amendments

These Terms & Conditions may be updated from time to time. Continued use of the Car Park constitutes acceptance of the current Terms.