

Port Authority of NSW Car Park Terms and Conditions of Entry

By entering this Car Park, you agree to be bound by the following Terms and Conditions:

1. You enter and use this Car Park at your own risk.
2. If you do not accept these terms and conditions, you should immediately leave the Car Park.
3. We may refuse entry to any vehicle or person.
4. Vehicle entry is limited to cars, motorcycles and bicycles without any attached trailers or other wheeled vehicles.
5. You agree:
 - a. to drive your vehicle carefully and responsibly, obeying all indicated speed limits and other signs and otherwise comply with all relevant road rules;
 - b. to park wholly within designated parking spaces identified for vehicles;
 - c. not to obstruct any other vehicles, individuals, thoroughfares, entrances or exits in this Car Park;
 - d. produce to us, when requested by us, your parking ticket or other evidence as proof of payment of the parking fee;
 - e. use this Car Park solely in accordance with all signs and reasonable directions and/or requests given by or on behalf of Port Authority of NSW.
6. To the maximum extent allowable by law, we are not liable for:
 - a. injury or death to individuals or animals in this Car Park;
 - b. damage to, destruction of, theft of or unauthorised delivery up of your vehicle or any of your property in this Car Park however caused; or
 - c. any financial or consequential loss to you arising out of your use of this Car Park.
7. We reserve the right to enter, move or tow any vehicle to any location inside or outside of the Car Park if it has contravened these Terms and Conditions, any applicable law, for operational, safety or security reasons (including if your vehicle overstays the indicated time if cruise ships will be in the Overseas Passenger Terminal the following day) or if we reasonably believe the vehicle to be abandoned. Where we take any such steps, you will be liable to us for any costs we incur in doing so. We are not liable for any damage caused to your vehicle if we move it.
8. You agree to release and indemnify Port Authority of NSW in respect of any claim made against us as a consequence of, in relation to, or in any way arising out of your use of this Car Park. You indemnify us in respect of all losses, costs or expenses that we incur arising as a result of (a) a breach of these terms and conditions by you; (b) your vehicle; or (c) your use of this Car park.
9. We will not be liable to you for delivery of your vehicle to any person who did not have authority to take your vehicle.
10. We have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which is satisfactory to us; and if we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the vehicle does not have your authority.
11. A parking fee is payable each time a vehicle enters this Car Park. If you bring a vehicle into this Car Park, you agree to pay the parking fee set by us from time to time. We may prevent the exit of a vehicle from this Car Park until the fee is paid. If you are issued with a physical ticket on entry to the Car Park and you lose or fail to present a ticket upon leaving the Car Park, you will be charged the maximum amount payable for use of the Car Park.
12. If any of these terms and conditions are found to be illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining conditions.

13. Financial and other penalties may apply if there is a breach of these terms or conditions, applicable laws or other information published by Port Authority of NSW.
14. The laws of New South Wales apply to these terms and conditions where applicable.
15. In these terms and conditions references to:
 - a. "we", "us", and "our" mean Port Authority of NSW ABN 50 825 884 846, its employees, agents and independent contractors in its capacity as operator of the Car Park; and
 - b. "you" includes each person who enters the Car Park and "your vehicle" means any vehicle that enters the Car Park.