

Car Park Terms & Conditions

By entering the Car Park (“Car Park”) located at the Cairns Convention Centre (“CCC”; “we”; “our”) you (together with any passengers) accept to be bound by the terms and conditions (“Terms”) set out below:

1. If you do not wish to accept these Terms on entry to the Car Park, you and the vehicle in which you entered (“Vehicle”) must immediately leave the Car Park. If you leave immediately you will not be charged any parking fees.
2. The car park system will register your vehicle’s licence plate details on entry and again on exit and will determine the charge based on the time lapsed. Payment is required by electronically on exit.
3. Overnight parking is prohibited and a penalty will apply.
4. This is a cashless venue and payment is only possible using valid electronic payment via credit card.
5. In addition to the Terms set out herein, use of the Car Park requires you to comply with all additional signage and directions displayed within the Car Park, together with any verbal directions given to you by CCC staff.
6. Acknowledging that this Car Park is used by others, you agree to act safely and responsibly, and to ensure that noise levels (i.e. use of horns) are kept to a minimum.
7. You agree to promptly report to CCC Management any damage caused by you, to other vehicles, persons and/or to the Car Park.
8. Complaints, such as reporting of damage to your Vehicle or theft, should also be promptly directed to CCC Management.
9. You are liable for any damages caused by you or the Vehicle to the Car Park and/or any damages or injury to third parties using the Car Park and their vehicles including, but not limited to, any damage caused by oil or other substances which leak from the Vehicle.
10. We warrant that the Car Park shall be operated with due care and skill, and we make no other warranties (express or implied) in this regard. Where the Competition & Consumer Act 2010 (or similar State legislation) implies conditions or warranties which cannot be legally excluded, our liability is to the extent permitted by law, limited, (at our option) to the re-supply of the services or the payment of the cost of having the services supplied again.
11. Where required in respect of clause 11, we reserve the right to enter the Vehicle and move it. You agree that in such circumstances we shall have no liability for any loss or damage caused as a result of entering and moving the Vehicle.
12. Without limiting the general and /or particular lien we have over the Vehicle if left in the Car Park (the right to such liens being expressly reserved), we reserve the right to retain possession of the Vehicle until all outstanding parking fees and other costs incurred by us in respect of the Vehicle have been paid. Parking fees will continue to accrue during the period that we retain the Vehicle until we recover all parking fees and associated costs. While the Vehicle is retained by us, we may remove it anywhere (by driving it or using a towing vehicle) at your cost. If amounts due to us remain unpaid within 30 days of issue of notice from the CCC that it intends to exercise its lien and sell the Vehicle, we shall be permitted to sell the Vehicle and you agree to take all the steps required by us to permit us to do so. The proceeds of sale, once all costs and expenses of the CCC have been deducted, shall be held for you.
13. You indemnify us and agree to keep us indemnified against all claims, damages, losses and expenses which we may suffer arising from or in any way relating to: (a) a breach of these Terms

by you; (b) the Vehicle; (c) the use of the Car Park by you, passengers of the Vehicle or any other person with your authority; (d) death or personal injury; (e) damage to real/personal property; and (f) any claim by third parties against the CCC in relation to (a)-(e) inclusive.

14. You acknowledge that we are not liable to you (or any passengers in the Vehicle, or any other third party) for any loss, damage, or injury (including any incidental, indirect, special, consequential or economic loss or damage (which shall include loss of opportunity, exemplary or punitive damages)) whether to the person or property (including the Vehicle) howsoever caused, unless such loss damage or injury is caused as a result of the gross negligence or statutory duty of the CCC.
15. Nothing in these Terms limits our liability for personal injury or death to the extent caused by a negligent act or omission of the CCC.
16. In the event of force majeure, being a circumstance outside of our reasonable control, our obligations to you under these Terms in respect of the Car Park shall be suspended. The CCC shall not be liable for any delay or failure to perform its obligations due to a force majeure event.
17. These Terms shall not be varied unless in writing and authorised by the CCC.

Additional Terms And Conditions Specific To Monthly Prepaid Parking

By applying for monthly prepaid car parking in the Car Park (“Car Park”) located at the Cairns Convention Centre (“CCC”; “we”; “our”) you (together with any passengers) accept to be bound by the terms and conditions (“Terms”) set out below:

1. A limited number of prepaid monthly car parking is available on application, subject to availability.
2. Prepaid car parking allows the nominated vehicle to enter and exit the car park for an unlimited number of times, including multiple entry and exits on any one day, during car park opening hours during the calendar month.
3. Overnight parking is prohibited and penalties may apply.
4. Prepaid monthly parking can commence on any day of the month and will run for one calendar month. For example, prepaid monthly parking activated the 19th of the month will expire on the 18th of the following month.
5. Prepaid monthly car parking is not refundable, and the expiry date is not able to be extended, for any reason, including but not limited to:
 - public holidays, planned and unplanned car park closures, and you not being able to use the car park for any reason during the prepaid calendar month.
6. Car parking spaces are unreserved and availability is not guaranteed.
7. The car park may be closed for operational reasons or for maintenance. CCC will provide as much notice as is reasonably possible. You acknowledge that CCC has no responsibility for any loss, damage, or injury (including any incidental, indirect, special, consequential or economic loss or damage (which shall include loss of opportunity, exemplary or punitive damages)) as a result of the car park being closed.
8. These Terms shall not be varied unless in writing and authorised by the CCC.