



Club Lake Cathie Carpark

Entry to this carpark is at your own risk. The club accepts no responsibility for personal injury, damage or theft of personal property or vehicles.

The carpark is for the sole use by members and guests of Club Lake Cathie only.

- Max Speed Limit 5kph
- Park Within Marked Bays Only
- 24 Hour Time Restriction
- No Trailers or Vehicles over 5.5m



By entering this car park you are accepting the full terms & conditions as imposed by Club Lake Cathie.

Carpark Terms & Conditions

By entering the car park on Evans Street, Lake Cathie, you agree to be bound by these conditions. If you do not accept these conditions you must immediately proceed to the exit and leave the car park.

Entry to the carpark is entirely at your own risk.

You may only park Your vehicle in designated spaces.

No access to the surrounding properties is permitted via the carpark, either as a pedestrian or in a vehicle, without prior permission from us.

Damage to all surrounding property, including but not limited to, neighbouring fences and trees, is entirely your responsibility.

The carpark is to be used for the parking of vehicles when you are patronising the Club Lake cathie facilities only. The following is not permitted at any time:

- Camping

- Vehicle maintenance
- Business Activity of any kind
- Illegal activity
- Parking of caravans or trailers

You must comply with the directions and instructions of:

- a. any person designated by us from time to time to give directions and instructions to persons using the car park (to the extent that such directions and instructions are made in good faith)
- b. all signs posted in the car park by us or with our authority
- c. any other form of access or usage control we may use from time to time, including booms, bollards and barricades

You must not cause any obstruction in the car park.

Parking is limited to maximum of length of 24 hours.

We reserve the right to enter, move, drive, park, prevent the exit of or have towed away any vehicle in the following circumstances:

- a. when You have not complied with other clauses within these terms & conditions
- b. otherwise whenever we see fit (acting reasonably), including but not limited to in the case of an emergency

If we have to tow your vehicle as a result of you breaching these terms and conditions, you must pay our reasonable costs for the towing and storage of your vehicle.

We reserve the right to refuse or terminate parking in which case we will give you reasonable time having regard to the circumstances of the refusal or termination (except in an emergency or when you have not complied with other clauses), to remove your vehicle from the car park.

We are not liable for:

- a. personal injury or death suffered by any person in the car park
- b. the theft or loss or, or damage to, any vehicle, any of its parts or accessories or any property on or in any vehicle (whether occurring in the car park or elsewhere), whether caused or contributed to by us or any other person, except to the extent caused or contributed to by our deliberate negligent or unlawful conduct, and you release us from all claims or liability in respect of any such personal injury, death, theft, loss or damage.

You indemnify us fully against any claims by or liability we incur to any other person and expense we incur as a result of:

- a. You causing or contributing to:
 - i. personal injury or death to any other person; or
 - ii. theft or loss of, or damage to, any vehicle, any of its parts or accessories or any property on or in a vehicle (whether occurring in the car park or elsewhere), except to the extent caused or contributed to by us; or
- b. exercising our rights under previous clauses

If You drive a vehicle into the car park or own a vehicle driven into the car park, you also indemnify us fully against any claims by or liability to any other person and any expense we incur in respect of:

- a. any theft, loss or damage to which previous clauses infer; and
- b. any personal injury or death suffered by any person who comes into the car park with you or in the vehicle or who was brought or sent into the car park by the driver or owner of the vehicle, except to the extent caused or contributed to by us..

The Club Lake Cathie Privacy Policy sets out our policy on handling personal information about individuals. Any information collected in relation to your use of the car park, including CCTV footage and vehicle number plates, will be handled in accordance with the Club Lake Cathie Privacy Policy.

If You do not accept these terms and conditions, you must immediately leave the car park.

For the purposes of these terms and conditions:

- a. "any other person" means any person or corporation other than you individually, and includes our employees, contractors and agents and any person in the car park (with or without our permission).
- b. "car park" means all the property constituting the car park, including entry and exit, driveways, gardens, lawn and gutters
- c. "We", "Us", and "Our" refers to Club Lake Cathie (ABN 65 000 995 595), the owner of the club and carpark, including their employees, contractors and agents.
- d. "You" and "Your" refer to and include each of the owner of any vehicle which comes into the car park and each person who comes into the car park.