

Conditions of Entry

1. Parking your car in the car park indicates your acceptance of these conditions. If you do not agree to these conditions, please leave the car park within ten minutes (no charge will be incurred).
2. Lock your vehicle and take the keys with you.
3. Your vehicle and its contents enter and remain in the car park totally at your own risk. UPark shall not be liable for:
 - a. Any damage to or loss or theft of your vehicle or its contents and for any loss suffered by any person as a result
 - b. Any injury to any person resulting from the use of this car park; and
 - c. Any consequential or indirect damages, or any other form of compensation whatsoever for any acts or omissions of UPark or its servants arising out of the use of the car park, even the acts or omissions were foreseeable.
4. Whether such damage or loss occurred as a result of negligence or otherwise, except where these conditions (or any part of) would contravene any statute (including the Trade Practices Act) or cause part of the conditions to be void.
5. You Must:
 - a. Not park in reserved parking bays unless you are authorised by UPark to do so.
 - b. Park within the confines of one bay.
 - c. Not obstruct other vehicles or access to them.
 - d. Pay the fee set by UPark.
6. Any person requesting to remove a vehicle from the car park without producing the parking ticket/token or paying the fee incurred will be required to produce photographic identity to the satisfaction of the UPark operator.
7. Council may require police attendance when a request is made to remove a vehicle without payment of the fee incurred.

TERMS & CONDITIONS
UBook@UPark
Online Pre-Booking System

1. Definitions

In this Agreement:

- 1.1. **Access Credit Card and Entry Card** means the credit card nominated by you at the point of booking to be used to have access to the Car Park to redeem the Reservation.
- 1.2. **Booking Confirmation** means the confirmation issued to you by UPark to accept your booking request (or cancellation request if applicable) submitted online via the UBook@UPark service. The Booking Confirmation shall specify the time, date, price and Car Park for the accepted booking request (or the same details for a cancelled booking request as applicable) and it will include a unique booking reference number.
- 1.3. **Car Park** means the Car Park detailed in the Booking Confirmation.
- 1.4. **Conditions of Entry** means the UPark Conditions of Entry as updated from time to time and published on the website: www.cityofadelaide.com.au and displayed at the Car Park.
- 1.5. **Grace Period** means the period of time before the entry time and following the exit time specified in the Booking Confirmation during which you may access the Car Park to redeem your Reservation without additional charges.
- 1.6. **Closing Time** means the time at which the Car Park closes on the Reservation date as listed in the Hours of Operation published on the UPark Website.
- 1.7. **Parker, User and references to you and your** means the person making the online booking and entering the Car Park to redeem the Reservation, or any other person that enters the Car Park to redeem the Reservation in the event that the person booking is not one and the same as the person entering the Car Park
- 1.8. **Parking Charge** means the charges for the parking services provided by UPark and referred to in the Booking Confirmation issued to you by UPark.
- 1.9. **Privacy Policy** means the City of Adelaide Privacy Policy as updated from time to time and published on the website: www.cityofadelaide.com.au
- 1.10. **Reservation** means the booking of a UPark parking space for the time, date, price and Car Park specified in the Booking Confirmation issued to you by UPark.
- 1.11. **Reservation Period** means the entry and exit times and dates specified in the Booking Confirmation issued to you by UPark.
- 1.12. **UBook@UPark** means the online booking system operated via the UPark Website.
- 1.13. **UPark and references to we or our** means the UPark business unit of the Corporation of the City of Adelaide (ABN 20 903 762 572).
- 1.14. **UPark Website** means upark.com.au and prebook.upark.com.au

2. Interpretation

In this Agreement, unless the context requires otherwise:



- 2.1. a reference to the Parker, User or UPark includes that party, its successors, legal representatives and permitted assigns.
- 2.2. a reference to a person includes an individual, corporation, partnership, association a governmental body and any other entity; and
- 2.3. words importing the singular include the plural and vice versa.

3. Access & Registration

- 3.1. These Terms and Conditions apply to your purchase and use of a pre-booked car park through the Ubook@UPark booking system. When you register and book a car park through UBook@UPark it will be deemed that you accept these Terms and Conditions. These Terms and Conditions apply in addition to our Privacy Policy and the Conditions of Entry displayed at the entrance to the Car Park.
- 3.2. A binding agreement will come into force when you have completed an online purchase through the Ubook@UPark booking system, payment of the purchase has been validated by UPark and UPark has accepted the purchase by issuing a booking reference number to you as shown on the Booking Confirmation.
- 3.3. Unless otherwise stated in the Booking Confirmation, you will not have exclusive use of any particular parking bay. You must ensure that your vehicle is only parked in an available 'casual' parking bay (i.e. a parking bay that is not marked 'RESERVED') unless directed otherwise by an authorised UPark staff member.
- 3.4. You will gain entrance to the Car Park by inserting or waving the Access Credit Card at the appropriate credit card reader on the entry machine on arrival at the Car Park.
- 3.5. If the Parker is not in possession of a valid Access Credit Card when entering or leaving the Car Park, the Parker will pay the applicable ordinary daily parking tariff charged by the UPark to persons using the Car Park on a casual basis. The ordinary daily parking tariff must be paid by the Parker prior to exiting the Car Park.
- 3.6. UPark is entitled to deny the Parker access to the Car Park for any reason at any time.
- 3.7. Regardless of any request the Parker may make to the contrary, UPark may remove any vehicle left within the Car Park in contravention of these Terms and Conditions or any other applicable terms and conditions.
- 3.8. In order to make a booking, you must register as a user of the UPark Pre Booking System.
- 3.9. Registration is free.
- 3.10. When you register you will be required to provide a unique email address and a password is set up for you to access the Pre Booking System. It is your responsibility to ensure your password is kept confidential at all times.
- 3.11. Your UPark Pre Booking account is unique to you and cannot be transferred.
- 3.12. You must ensure that any details provided during registration or booking are accurate and you must notify us if any of your details change.

4. Reservation

- 4.1. You can complete and submit a booking request via Ubook@UPark.

- 4.2. A Booking Confirmation will be issued to you upon acceptance of the Reservation by UPark. This will include a unique booking reference number.
- 4.3. Your Reservation is valid for the time, date and at the Car Park specified in your Booking Confirmation.

5. Payment

- 5.1. When you make an online booking, you must pay the Parking Charge via either a MasterCard or VISA credit card.
- 5.2. The Parking Charge will be confirmed to you on screen prior to submission of your booking request and payment.
- 5.3. By providing UPark with your credit card details when you submit your online booking request, you are authorising UPark to charge your credit card with the Parking Charge.
- 5.4. The Booking Confirmation issued to you on completion of your online booking transaction will be your Tax Invoice/Receipt. A copy of the Booking Confirmation will also be sent to you at your nominated email address.

6. Reservation Times

- 6.1. Access will be granted to the Car Park at the date and time specified in your Booking Confirmation.
- 6.2. A 30 minute Grace Period, prior to the entry time specified in the Booking Confirmation will be allowed for you to enter the Car Park early at no extra cost. The 30 minute Grace Period will not apply where the entry time specified in the Booking Confirmation is the opening time of the Car Park or is less than 30 minutes after the opening time, whereupon the Grace Period will commence at the opening time. If the booking is made 1 hour or less before the commencement of the Reservation Period (booked entry time) the 30 minute Grace Period will also not apply.
- 6.3. Entry prior to the Grace Period will result in the forfeiting of your Reservation and any associated fees and you will be charged the usual casual parking rate for the length of your stay.
- 6.4. A 60 minute Grace Period, post the exit time specified in the Booking Confirmation will be allowed for you to exit the Car Park at no extra cost, except in the following instances:
 - 6.4.1. The 60 minute Grace Period will not apply where the exit time specified in the Booking Confirmation is the Closing Time of the Car Park or is less than 60 minutes prior to the Closing Time, whereupon the Grace Period will expire at the Closing Time.
 - 6.4.2. In instances where there is no Closing Time and the Car Park remains open continuously, the 60 minute Grace Period will not apply where the exit time specified in the Booking Confirmation is midnight or is less than 60 minutes prior to midnight, whereupon the Grace Period will expire at midnight.
- 6.5. Exit after the expiry of this Grace Period will result in additional charges at the casual parking rate. Any additional charges are payable prior to exiting the Car Park.
- 6.6. You will not be entitled to any full or partial refund if you exit earlier than your booked exit time.

7. Duties of the Parker

The Parker must:

- 7.1. allow UPark access to any part of the Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by UPark;
- 7.2. observe and conform to all the rules and regulations relating to the use of the Car Park and issued by UPark from time to time;
- 7.3. use the Car Park only in accordance with these Terms and Conditions and the Conditions of Entry;
- 7.4. indemnify UPark and City of Adelaide against any loss or damage it may suffer arising out of the Parker's or any User's negligence or breach of these Terms and Conditions; and
- 7.5. ensure that any User complies with all of the Parker's obligations under these Terms and Conditions as if he or she was the Parker.

8. No Safe Custody or Liability

- 8.1. No employee, agent or contractor of UPark has authority to accept any goods for safe custody and UPark will not be liable in any case for any loss of or damage to any article alleged to have been left with UPark or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 8.2. UPark is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with UPark for safe custody, whether the loss of or damage arises from negligence, theft or any other cause.
- 8.3. UPark is not liable for any loss suffered by the Parker arising out of or in any way connected to the provision of parking by UPark to the Parker (whether arising from negligence or otherwise) including, without limitation, any change to the services set out in these Terms and Conditions or inaccuracies or errors in any information related to parking, services or pricing.
- 8.4. The Parker acknowledges and agrees that the Parker is solely responsible for the safe parking of the Parker's vehicle in the Car Park and that the Parker's vehicle is switched off, the ignition keys are removed and the vehicle is securely locked.

9. Cancellation & Termination

- 9.1. You may cancel your online booking Reservation up to 1 hour before the commencement of the Reservation Period using the UBook@UPark system and UPark will refund your online Parking Charge.
- 9.2. If you cancel your online booking Reservation later than 1 hour before the start of the Reservation Period, then you will not be entitled to a refund of the Parking Charge.
- 9.3. If you do not attend the Car Park to redeem your online booking Reservation for any reason you will not be entitled to a refund.
- 9.4. You can change your online booking Reservation up to 1 hour before the commencement of the Reservation Period using the UBook@UPark system. You may not amend an online booking Reservation after this time. The amendment process will cancel your original

booking and refund the Parking Charge, whereupon you can enter your revised booking request and payment.

- 9.5. UPark may elect to cancel your online booking Reservation at any time at our discretion or UPark may be unable to provide you with the services specified on your Booking Confirmation in some circumstances. If so, UPark will refund the full amount of your Parking Charge for the online booking unless UPark has cancelled your Reservation due to your failure to attend the Car Park for the Reservation Period or due to your non-compliance with the UPark Terms and Conditions. In the event of UPark cancelling the Reservation or being unable to provide the parking services, the limit of UPark's liability is the amount of the Parking Charge. UPark is not liable for any loss or damages suffered by any person as a result of UPark cancelling or being unable to provide the parking services.

10. Alteration of Terms & Conditions

- 10.1. UPark may vary these Terms and Conditions at any time. In that event, UPark will publish the new Terms and Conditions on the UPark Website. Use by the Parker of the Access Credit Card to enter the Car Park constitutes acceptance of the new Terms and Conditions.

11. Waiver

- 11.1. These Terms and Conditions may only be waived if the waiver is in writing and signed by an authorised representative of UPark with delegated authority.
- 11.2. No time or other indulgence granted by UPark to the Parker will constitute a waiver of any of its rights under these Terms and Conditions or at law and UPark will not be precluded from exercising any such rights against the Parker.

12. Relationship

- 12.1. Nothing in these Terms and Conditions or the agreement between UPark and the Parker creates or will be construed as creating any tenancy or conferring any interest on the Parker by way of lease or otherwise in the Car Park or any part of it.

13. Notices

- 13.1. Unless otherwise set out in these Terms and Conditions, any notice, approval, consent or other communication relating to these Terms and Conditions or the agreement between UPark and the Parker must be in writing and delivered by hand or sent by electronic mail to the other party's address. For the giving of Notice, your e-mail address is the e-mail address supplied by you in your user account and UPark's e-mail address is city@cityofadelaide.com.au .