

## **GLOUCESTER PARK HARNESS RACING (GPHR) CAR PARK TERMS AND CONDITIONS OF ENTRY**

By parking in GPHR's Car Park you agree to accept the following terms and conditions (T&Cs).

1. You must comply with all rules and directions displayed within the Car Park and any directions given to you by GPHR staff or representatives.
2. Entry to the Car Park by any Vehicle or person may be refused at the discretion of GPHR.
3. The use of this Car Park is at your own risk. To the fullest extent permitted by law, GPHR does not accept any responsibility for and has no liability for any injury, death, theft, loss or damage whether to person or property (including your Vehicle) and you agree to release GPHR from any claims in relation to such matters. In the case of any warranties or conditions implied into this contract by the Competition and Consumer Act 2010, GPHR limits our liability to:
  - a) supplying the services to you again; or
  - b) the payment of the cost of having the services supplied again.
4. You are liable for any loss or damage caused by you or your Vehicle to the Car Park or any person or property in the Car Park including, but not limited to, any damage caused by oil or any other substances from your Vehicle.
5. You agree to indemnify GPHR in respect of any claim made against and any expenses incurred by GPHR as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
6. You must:
  - a) retain and display a valid GPHR parking pass at all times inside the Car Park;
  - b) produce to GPHR, upon request, your valid GPHR parking pass and proof of identification;
  - c) not cause any obstructions, including parking across more than one bay;
  - d) not park in a disabled bay without displaying a current disability permit; and
  - e) comply with all parking signs, permit zones and directions issued to you by GPHR.
7. The Car Park is open and available for parking Monday to Thursday 6am to 7pm and Friday 6am to 5pm (except public holidays.)
8. The Car Park gates will be locked at 7:00pm every day, unless otherwise notified. All Vehicles need to be removed before this time. Should you require your Vehicle to be let out of the Car Park after the gates have been locked you will be charged a fee equivalent to the costs incurred by GPHR. This includes but is not limited to security call out fees and reimbursement of employee wages.
9. GPHR has the right to enter, move or tow away your Vehicle for operational or safety reasons. GPHR is not liable for any damage caused.
10. Any person or Vehicle entering the Car Park may be subject to filming by CCTV or other surveillance equipment within and surrounding the Car Park for operational, security and public

risk reasons and GPHR reserves the right to use such evidence in any dispute. By entering the Car Park you consent to information about yourself (including images) being recorded by such surveillance equipment and to GPHR disclosing the information to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that GPHR deems such disclosure necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.

11. GPHR may collect personal information (including Vehicle number plates) about you in order to operate the Car Park, manage operations at Gloucester Park, to provide you with services, features and functions related to your use of the Car Park. By providing your personal information to GPHR, you consent to the collection, use, storage and disclosure of that information as described in GPHR's Privacy Policy.
12. Any vehicle within the Car Park that does not display a valid GPHR parking pass may be towed or otherwise removed by GPHR. The cost of the towing or removal of the vehicle will be borne in full by the owner of the Vehicle.
13. Only one car per parking pass per day may park in the Car Park.
14. Paid parking in the GPHR Car Park will be available for purchase in 3 options;
  - a 3 month Parking Term;
  - a 6 month Parking Term;
  - an annual Parking Term.

You must nominate which Parking Term you wish to purchase prior to the issue of your parking pass.

15. Parking Terms offered are as follows, parking must be purchased for one of the periods below:

3 monthly:

1 November to 31 January  
1 February to 30 April  
1 May to 31 July  
1 August to 31 October

6 monthly:

1 November to 30 April  
1 February to 31 July  
1 May to 31 October  
1 August to 31 January

Annual:

1 November to 31 October  
1 February to 31 January  
1 May to 30 April

1 August to 31 July

16. All parking fees levied by GPHR must be paid in full before a valid GPHR parking pass will be issued. Payment for your Parking Term can be made via EFT or credit card. Please contact [ap@gloucesterpark.com.au](mailto:ap@gloucesterpark.com.au) if you wish to pay via credit card. Payment via cash or cheque will not be accepted.
17. If your parking or lost or damaged the pass can be replaced by contacting [ap@gloucesterpark.com.au](mailto:ap@gloucesterpark.com.au). The fee for a replacement pass is \$25 including GST.
18. If you photocopy or reproduce your parking pass, your pass will be revoked and you will not be entitled to any refund of monies paid.
19. You will automatically be issued an invoice for the next Parking Term, according to your chosen option, at least 14 days prior to the expiry of your current Parking Term. If you do not wish to renew your parking for the next Parking Term you must notify [ap@gloucesterpark.com.au](mailto:ap@gloucesterpark.com.au) as soon as possible after an invoice is issued.
20. No refunds will be offered should you not be able to park in the GPHR Car Park for any reason during the period of your Parking Term. Parking refunds will only be issued if GPHR cannot make the Car Park available for use. All refunds are to be made at GPHR's sole discretion.
21. GPHR reserves the right, at GPHR's sole discretion, to increase parking fees and charges at any time.
22. GPHR reserves the right, at GPHR's sole discretion, to update, change or replace any part of these T&Cs by posting updates and changes to our website. It is your responsibility to check our website (<http://www.gloucesterpark.com.au/about/parking/>) periodically for changes.
23. In these T&C's
  - (a) Car Park means all of Gloucester Park, including all entry and exit ramps, driveways and walkways together with any lifts, escalators or stairways servicing the Car Park;
  - (b) Vehicle includes a Vehicle, its parts and accessories and any property (including valuables) left in or on it;
  - (c) GPHR, means Gloucester Park Harness Racing (ABN 39 716 308 585) and includes but is not limited to, GPHR's respective agents, contractors, representatives and employees and;
  - (d) You, or your means any person who enters the Car Park for any reason, including but not limited to, the driver or owner of a Vehicle and any passenger in a Vehicle.
  - (e) Parking Term means the period of parking purchased in accordance with 16. And 17.

UPDATED 16 January 2025