STC CAR PARKING TERMS AND CONDITIONS

By entering and using The State Tennis Centre (**STC**) Parking facilities you agree to the terms set out below:

GENERAL TERMS AND CONDITIONS

- 1. Whether you are a driver or a passenger in the vehicle to be parked you use this facility at your own risk.
- 2. Tennis West is not responsible for your security, the security of your vehicle or any property brought into this facility.
- 3. No overnight staying of any kind is permitted at the facility.
- 4. These terms and conditions do not affect any rights that you have under the Australian Consumer Law or any other law which cannot be excluded or modified.
- 5. To the maximum extent permitted by law:
 - a. Tennis West is not liable for any injury to you, or loss or damage to your vehicle or any other property; and
 - b. You agree to release and indemnify Tennis West from any liability that it may incur as a result of your use of this facility, except to the extent caused by Tennis West's negligence or recklessness.
- 6. In the case of warranties or conditions implied into these terms and conditions by the *Competition and Consumer Act 2020* (Cth), Tennis West's liability to you is limited to:
 - a. Supplying the services to you again; or
 - b. The booking fee.
- 7. Security cameras operate within STC. Entrants acknowledge and agree that they may be photographed and/or filmed.
- 8. Entrants must behave appropriately and follow the lawful directions of Tennis West parking attendants at all times.
- 9. Size and height restrictions apply to the facility: Passenger vehicles no greater than 5.2m long, 2.4m wide and 2.5m high are permitted to enter.
- 10. You are responsible for ensuring your vehicle complies with size and height restrictions.

BOOKINGS

When you make a booking and purchase your parking through this Website for one of the car park bays, you enter into an agreement with us upon these Terms and Conditions.

- 1. Any personal information provided to Tennis West will be handled in accordance with the Tennis Privacy Policy (available at: https://www.tennis.com.au/privacy).
- 2. Tennis West is not responsible for any forfeited savings due to the online booking system being inactive or unavailable to a customer at any particular time.
- 3. The agreement take effect from when you submit an online booking form using the Website and we accept the online booking and provide you with an email confirmation of your booking and receipt of payment. Your booking is not complete until such time as the booking confirmation is received.
- 4. Bookings are valid for one entry and one exit only. Multiple entries are not permitted.
- 5. A Booking is only valid for the actual date which you specify during the booking process and is not transferable to another date.

- 6. It is advisable for all customers to print the confirmation email and present upon entry to the State Tennis Centre staff.
- 7. All services are subjected to availability.
- 8. Your booking must only be used by you or someone authorised by you.

REFUNDS AND CANCELLATIONS

- 1. You may be eligible for a refund (minus any booking fee) if you cancel at least 48 hours prior to your specified booking by emailing wainfo@tennis.com.au.
- 2. If you simply change your mind within 48 hours you are not entitled to a refund.
- 3. No refunds will be given due to inclement weather conditions.
- 4. It may be necessary for reasons beyond Tennis West's control to make cancellations and/or amendments to your booking. Tennis West reserves the right to do this. Any patron effected by these changes will be offered a refund minus any booking fees.