



NATIONAL GALLERY CAR PARK TERMS

By entering the P1 and P2 Car Park (“Car Park”) located at the National Gallery of Australia (“National Gallery”; “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. You enter and use this Car Park at your own risk.
3. A parking ticket must be collected on entry to the Car Park, one parking ticket issued per Vehicle. All parking fees and other costs which we may occur in relation to the Vehicle shall be payable on demand. A further parking fee is payable each time the Vehicle exits and then re-enters the Car Park.
4. If you lose or fail to present a valid parking ticket when required (on leaving the Car Park or otherwise) you will be charged a full daily rate (8 hours).
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 National Gallery 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 National Gallery staff any damage caused by you, to other vehicles, persons and/or to the Car Park.
8. 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.
9. Complaints, such as reporting of damage to your Vehicle or theft, should also be promptly directed to National Gallery staff.
10. We have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in our reasonable opinion is satisfactory.
11. We are not liable for:
 - a. Injury to you or anybody else;
 - b. Damage to, destruction of, theft or unauthorised pick-up of your vehicle or your property (including anything in or on your vehicle or any other vehicle) howsoever caused (including negligence), and you release and indemnify us from any claim, which you might have against us;

howsoever caused unless such loss damage or injury is caused as a result of the proven gross negligence or statutory duty of the National Gallery.

12. 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 National Gallery in relation to (a)-(e) inclusive.
13. We will not be liable to you for delivery of your vehicle to any person who did not have authority to take your vehicle.
14. You agree not to cause any obstruction in the Car Park, and not to park anywhere that we designate as a no parking or reserved area.
15. We have the right at our discretion and for any reason, to move or to engage a third party to move, your vehicle (including moving it to any location outside this Car Park), at your risk, even if your vehicle is locked. If we, or a third party engaged by us, move your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we, or third party engaged by us, move it.
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 National Gallery shall not be liable for any delay or failure to perform its obligations due to a force majeure event.
17. If any of these terms are found to be illegal or unenforceable, the offending part is to be disregarded and such removal does not affect the remaining terms.
18. Each exclusion of liability in these terms is subject to any law which restricts or forbids that exclusion of liability.
19. Without limitation, infringement notices may be issued here you breach any of these terms. You must comply with the terms of any such infringement notice.
20. These terms may only be altered by a written agreement by us and you.

Authorised by National Gallery Management

24 October 2023