

South Melbourne Market Rooftop Carpark Terms of Entry

Warning

Use of the South Melbourne Market Rooftop Carpark involves significant risk, including damage to property, physical harm, personal injury and/or death to users. Any such loss or injury may be caused by third party drivers, pedestrians and other persons, hazards created by weather, the condition of the carpark, theft, malicious damage or malfunctioning equipment. You enter and park in this carpark at your own risk.

In these Terms:

- **South Melbourne Market** (and references to **we, us, or our**) means the City of Port Phillip Council (ABN 21 762 977 945) and its assigns, including authorised officers, employees, agents, and contractors.
- **You** means anyone entering or parking in this carpark (**Carpark**).
- **Vehicle** means any vehicle you bring into the Carpark.

By entering and parking in the South Melbourne Market Rooftop Carpark, you acknowledge that you have read, understood, and accepted these Terms of Entry. By entering this Carpark, you accept that a contract is formed between South Melbourne Market and you on the basis of these Terms (and no other).

- 1. Acceptance of Terms:** If you do not accept these Terms, you and any vehicle in which you entered must immediately leave the Carpark. If you do so, you will not be charged a parking fee.
- 2. Compliance and Parking Instructions:** You must comply with all rules and directions displayed within the Carpark and any directions given to you by City of Port Phillip staff and authorised officers. A Vehicle may only be parked in an area that is blocked off or reserved if that area is reserved for that Vehicle or the Vehicle is otherwise authorised by us to park in that area.
- 3. Consumer Protection:** The Australian Consumer Law (ACL) provides consumers with statutory guarantee rights that cannot be excluded.
- 4. Limitation of Liability for Trade Use:** For services that are not services of a kind ordinarily acquired for personal, domestic, or household use or consumption, and/or where you are in trade, you agree that we limit our liability, as permitted by the ACL, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again.
- 5. Release from Liability:** You release us from all actions and demands due to any loss, death, damage, or injury occurring in the Carpark, including but not limited to, as a result of risk. We are not liable for any loss or damage to, without limitation, any vehicle, accessories, contents, or personal property left with us, in the Vehicle, or in the Carpark.
- 6. Parking Fees and Payment Obligations:** You must pay us, upon demand, all parking fees and other costs incurred in relation to the Vehicle being in the Carpark, based on the schedule of fees displayed or any other fee arrangement we may have agreed with you. A further parking fee may be payable each time the Vehicle enters the Carpark. If you are issued with a physical ticket on entry to the Carpark and you lose or fail to present the ticket required to be presented upon leaving the Carpark, you will be charged a lost ticket fee of **\$55.00**.
- 7. The carpark is cashless:** Accepted payment methods include credit and debit cards. AMEX is not accepted from 1 July 2026. Free parking for stays under 2 hours on weekday Market Days (Wednesday and Friday) applies to one entry per vehicle per day. Re-entry does not qualify for additional free parking.
- 8. Accessible Parking:** You must not park in an accessible parking space unless your Vehicle is clearly displaying a current Australian Disability Parking Permit. If you park in an accessible parking space without a valid permit displayed, you may receive a penalty of **\$192.00**. If you hold a Victorian Accessible Parking Permit and require extended parking, you must register your vehicle with South Melbourne Market Management.
- 9. Receipts for Payment:** Receipts for parking payments are available from the pay machines located in the centre of the carpark and at the exit boom gate, at the time of payment.
- 10. Right to Enter, Move, or Remove Vehicles:** We reserve the right for us and our contractors or agents to enter the Vehicle and to move it if we decide that it is reasonably necessary to do so in an emergency or for the safe or efficient operation of the Carpark. We may charge you a reasonable amount for moving the Vehicle if the need to move it arises:
 - a. because you breach these Terms or have caused obstruction;
 - b. we reasonably believe the Vehicle is abandoned.
- 11. Responsibility for Damage:** You must pay for any damage caused by you or the Vehicle to this Carpark including, but not limited to, any damage caused by oil or other substances which leak from the Vehicle.
- 12. Indemnity:** You must indemnify us in respect of all losses, costs (including reasonable legal costs) or expenses that we may suffer or incur in respect of:
 - a. a breach of these Terms by you;
 - b. the Vehicle; or
 - c. your use of this Carpark.

In the case of (b) and (c), your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default. This clause does not affect any rights and remedies that may be available to you under the ACL or other law which cannot be excluded or modified. The use of the word 'South Melbourne Market' in our name does not express or imply any warranty about the security of the Carpark.