

Parking Terms and Conditions

1. You must:

- a. comply with all regulatory signs and notices displayed on University grounds;
- b. park your vehicle wholly within a marked bay;
- c. do not park in a bay marked RESERVED unless you have obtained prior authority and display appropriate permit,
 - i. Permit on the dashboard or windscreen of your vehicle so that it is clearly visible to a person outside of the vehicle;
 - iii. Not transfer permit to any other person; and
- d. do not park in a disability parking bay without displaying a current disability permit issued under Transport Operations (Road Use Management) Act 1995
- e. do not park in any area other than a marked bay unless directed by the Executive Director, Facilities Management or their delegate.

2. If you breach any of the terms and conditions in clause 1, then in respect of each breach you agree to pay to the University of Southern Queensland a nominal parking fine. You further agree that the University of Southern Queensland may give notice of a claim for a parking fine by affixing a Notice of Contravention to your vehicle.

3. If the parking fee referred to in clause 2 is not paid or appealed within 14 days from date of issue on the Notice of Contravention, a Reminder Notice will be issued including additional fees for registered vehicle owner search and postage will be charged with recovering of the parking fee. If the parking fee plus recovery cost remains unpaid for a further 14 days after the due date, then the University of Southern Queensland will forward your outstanding fees to the State Penalties Enforcement Registry (SPER).

4. If you want the matter to be heard before a Magistrate Court, please inform the Executive Director, Facilities Management of this decision. All associated fees for this process will be added to the outstanding parking and associated fees. The University will send a letter of Summons, advising the court appearance details.

5. The Executive Director, Facilities Management may at any time request that you leave and/or remove your vehicle from this car park if you:

- a. breach any of these terms and conditions; or
- b. disturbs, inconvenience or injure any person or damage any property or vehicle in the car park or cause or permit any of those things to occur.

and you agree to immediately comply with that request.

6. (1) In accordance with the University of Southern Queensland Act 1998, schedule 1 an authorised person may seize, remove and hold, a vehicle that the authorised person believes on reasonable grounds—

- (a) is parked in contravention of a regulatory notice; or
- (b) is abandoned.

(2) The vehicle must be held at a safe place.

(3) An authorised person may exercise the powers given under subsection (1) only if—

(a) the authorised person believes on reasonable grounds that it is necessary or desirable to seize and remove the vehicle having regard to the safety and convenience of traffic on the university's land; and

(b) the authorised person—

- i. Cannot immediately locate the driver of the vehicle; or
- ii. Believes on reasonable grounds that the driver of the vehicle is not willing or able to remove the vehicle immediately.

(4) As soon as is practicable and no later than 14 days after the vehicle is seized, the university must give to the owner of the vehicle a written notice stating how the owner may recover the vehicle.

(5) If the owner cannot be ascertained or located within 14 days after the vehicle is seized, the notice may be given by publishing it in a newspaper circulating generally in the State.

(6) If the vehicle was parked in contravention of a regulatory notice, the owner of the vehicle must pay to the university the amount demanded by it for the cost of seizing, removing, holding and returning the vehicle.

(7) In this section— “vehicle” includes a part of the vehicle, and anything attached to, or contained in, the vehicle.

8. Disposal of unclaimed vehicles

(1) This section applies if the owner of a seized vehicle does not recover the vehicle within 2 months after notice is given to the owner under

section 6(4) or (5).

(2) After publishing a notice in a newspaper circulating generally in the State, the university may sell the vehicle by public auction.

(3) The notice must—

- (a) identify the vehicle; and
- (b) state that the vehicle is to be sold by auction; and
- (c) state how the owner may recover the vehicle before the auction; and
- (d) state the time and place of the auction.

(4) Compensation is not recoverable against the university for the sale of a vehicle under this section.

(5) In this section— “vehicle” includes a part of the vehicle, and anything attached to, or contained in, the vehicle.

9. Application of proceeds of sale

(1) The proceeds of the sale must be applied in the following order—

- (a) in payment of the reasonable expenses incurred in the sale;
- (b) in payment of the reasonable cost of seizing, removing and holding the vehicle;
- (c) in payment of any balance to the owner.

(2) Compensation is not recoverable against the University for a payment under this section

10. You must remove all valuables from your vehicle and secure it when unattended. The University of Southern Queensland does not represent or warrant that secure parking is available in any car park facility and shall not under any circumstances be responsible for any loss or damage to or theft of your vehicle or its contents.

11. The University of Southern Queensland shall not under any circumstances be liable or responsible for any injury, loss or damage to person or property, whether arising in bailment, contract or tort or otherwise how so ever described and all injury, loss and damage to any person or property is at the sole risk of persons entering in and/or leaving their vehicles in this car park.

12. You agree to indemnify the University of Southern Queensland against any and all claims, costs, demands, expenses and legal proceedings what so ever and how so ever described, incurred or suffered by the University of Southern Queensland arising out of your breach of these terms and conditions your negligence or the use of this car park to park your vehicle.

13. No person other than the Executive Director, Facilities Management or their delegate has authority to vary, waive or excuse compliance with any of these terms and conditions.

14. The Executive Director, Facilities Management agrees that your vehicle may remain in this car park provided that you do not breach any of the abovementioned terms and conditions.

By entering and leaving your vehicle a University of Southern Queensland car park you accept the following terms and conditions which constitute a legal agreement with the University of Southern Queensland. If you do not accept these terms and conditions, you must immediately leave the car park.