

## CONDITIONS OF ENTRY

Birkenhead Point Brand Outlet

VEHICLES ARE ACCEPTED FOR PARKING AND PERSONS MAY ENTER THE CAR PARK ONLY ON THE FOLLOWING CONDITIONS

- 1. By entering this car park, you agree to be bound by these conditions. If you do not accept these conditions immediately proceed to the nearest exit and leave the carpark.**

If you are in a vehicle and cannot turn it around you may, subject to these conditions, speak with the carpark attendant and say you want to leave and proceed directly to the nearest exit where you may leave without charge, providing you do not delay.

- 2. Limits on our liability**

Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under any similar consumer protection laws applicable in the States and Territories of Australia. Subject to the above we make no express warranties in relation to our services and the carpark.

- 2.1. Restrictions on use**

You are not permitted to distribute pamphlets or handbills, engage in any commercial activities, or use any skateboards, rollerblades or scooters without prior authorisation from us. You must not bring into, or leave, any offensive, dangerous or hazardous material or thing, nor anything which may be or become a nuisance, inconvenience, threat, or danger to us or any other person lawfully in or about this carpark or Centre. Any breach of the above will be considered trespassing.

- 2.2. Risks to be borne by you**

You enter and use the carpark entirely at your own risk. To the fullest extent permitted by law, we are not liable for:

- Personal Injury or death suffered by you, or
- Theft, loss of, or damage to, any vehicle, its parts or accessories or any property on or in the vehicle (whether occurring in the carpark or elsewhere) however caused and whether direct, indirect, special or consequential.

- 2.3. You indemnify us against liability and expense**

You indemnify us fully against any claims by or liability we incur to any other person and expense we incur as a result of you causing or contributing to

- Personal injury or death to any other person, and
- Theft or loss of, damage to, any vehicle, any of its parts or accessories or any property on or in a vehicle (whether occurring in the carpark or elsewhere).

If you drive a vehicle into the carpark or own a vehicle driven into the carpark, you also indemnify us fully against any claims by or liability to any other person and any expense we incur in respect of:

- Any theft, loss or damage referred to in 2.2 above, and
- Any personal injury or death suffered by any person who comes into the carpark with you or in your vehicle or who was brought or sent into the carpark by the driver or owner of the vehicle whether caused or contributed to by you or by any other person, irrespective of the cause.

## **2.4. Vehicles removed from the carpark**

We may permit the exit of a vehicle whether evidence of authority or entitlement to remove a vehicle is produced or not. We are not liable for the theft or loss of or damage to a vehicle.

## **3. Compliance with signs and directions / hours of operation**

You must, whilst in the carpark, comply with all its signs and with all directions and requests made by us. You can gain access to or remove a vehicle only during the hours we display in the carpark.

## **4. Parking Charges:**

**4.1.** You will be charged the applicable fee (as set by us from time to time) for the time a vehicle is in the carpark (after each entry) in accordance with the fees displayed in the carpark. The fee must be paid before a vehicle leaves the carpark and is payable each time a vehicle enters the carpark. If returning to the carpark in the same day you will only receive an additional 3 hours free parking if your time of carpark entry is more than 30 minutes after your previous carpark exit.

**4.2.** Payments by credit card or debit card will incur a surcharge of 2.5%. The surcharge must be paid, at the same time as the parking fee.

**4.3.** Concerning Parking Fees:

- You are personally liable for the parking fee and any applicable surcharge;
- We may prevent the exit of a vehicle until the fee and any applicable surcharge are paid
- We are not liable for preventing the exit of a vehicle until the fee and any applicable surcharge are paid;
- We may, in our discretion, permit the exit of a vehicle without payment of applicable fees.

## **5. You acknowledge when you enter the carpark**

If you or someone on your behalf enters a vehicle into the carpark, you acknowledge that:

- You are personally liable for the fee for the parking;
- We may prevent the exit of a vehicle until the fee is paid;
- We may prevent the exit of a vehicle until identification is produced;
- No claim of any nature can be made against us as a result of such prevention or any resulting injury, damage or loss.

## **6. Our right to enter, move etc. your vehicle**

We have the right to enter, move, drive or park any vehicle whenever we see fit. We also have the right to prevent exit or have towed away any vehicle.

In the event that a vehicle is left in the carpark for a continuous period in excess of 24 hours then:

- You must pay the overnight surcharge shown on the tariff board; and
- We may remove the vehicle from the carpark as we may in our absolute and uncontrolled direction deem necessary.

## **7. We can refuse parking**

We have the right to refuse or terminate parking.

All persons working at the Centre and contractors visiting the Centre must park in the area that we nominate (if any).

## **8. No Variations unless signed by us**

No variations of these conditions will bind us unless signed by us.

## **9. Privacy**

**9.1.** Any person or vehicle entering the carpark may be subject to filming by closed circuit television or other surveillance equipment within and surrounding the carpark for operational, security and public risk reasons and we reserve the right to use such evidence in any dispute. By entering the carpark you consent to information about yourself (including images) being recorded by such surveillance equipment and to us disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the carpark.

**9.2.** We will collect your vehicle number plate upon entry by you in order to operate and manage the carpark. Entry into the carpark is contingent upon collection of this information. To the extent that your vehicle number plate is regarded as personal information, such information will be held in accordance with our privacy policy.

**9.3.** Please contact the information desk in the centre for information on our privacy policy. The privacy policy contains information relating to access and collecting your personal information, about how you may complain about a breach of the Australian privacy principles and how we will deal with any complaint.

## **10. Interpretation**

“any other person” means any person or corporation other than you individually and includes your employees, contractors and agents and any person in the carpark (with or without our permission) and each of them.

“carpark” means all the property constituting the carpark including entry and exit ramps, driveways and any elevators and stairways servicing the carpark.

“Centre” means Birkenhead Point, 19 Roseby Street, Drummoyne, NSW, 2047

“we”, “us” and “our” refers to the owner(s) of the Centre and any manager(s) of the Centre and carpark from time to time, and their related bodies corporate, employees, agents and subcontractors.

“you” and “your” refers to and includes each of the owner and any vehicle which comes into the carpark and each person who comes into the carpark (including the driver or owner of or passenger in a vehicle and any person brought or sent into the carpark by the driver or owner of a vehicle).