

CAR PARKING – CONDITIONS OF ENTRY

BY ENTERING THE BAYFAIR SHOPPING CENTRE CAR PARK YOU AGREE TO BE BOUND BY THESE CONDITIONS. IF YOU DO NOT ACCEPT THESE CONDITIONS, YOU MUST IMMEDIATELY PROCEED TO THE NEAREST EXIT AND LEAVE THE CAR PARK.

If You are in a vehicle and cannot turn it around You may, subject to these conditions, speak with the car park attendant/security and say You want to leave and proceed directly to the nearest exit where You may leave without charge, provided You do not delay.

You enter at Your own risk

1. You enter and use the car park entirely at Your own risk.

You must pay the applicable fee

2. In the event that We charge a fee for use of the car park, you agree to pay the notified fee in the designated manner at the designated time.
3. You must also procure and display, if directed by Us, evidence We issued to You of Our permission to You to enter the car park (usually being a ticket) subject to these Terms and Conditions.

You must observe all parking controls

4. You may only park Your vehicle in designated spaces.
5. The carpark is for customers only for a maximum time frame of 4 hours.
6. All staff and contractors must park in the prescribed areas (if applicable).
7. You must comply with the directions and instructions of:
 - a. any person designated by Us from time to time to give directions and instructions to persons using the car park (to the extent that such directions and instructions are made in good faith); and
 - b. all signs posted in the car park by Us or with Our actual authority; and
 - c. any other form of access or usage control We may use from time to time, including booms bollards and barricades.
8. You must not cause any obstruction in the car park.
9. Overnight parking is not permitted including the use of the car park outside of trading hours unless authorised to do so.

Our rights to enter, move etc Your vehicle

10. We reserve the right to enter, move, drive, park, prevent the exit of or have towed away any vehicle in the following circumstances:
 - a. when You have not complied with clauses 4, 5, 8 or 9; or
 - b. when We exercise Our rights under clause 12; or
 - c. otherwise whenever we see fit (acting reasonably), including but not limited to in the case of an emergency.
11. If We have to tow Your vehicle as a result of You breaching these Terms and Conditions, You must pay Our reasonable costs for the towing and storage of Your vehicle.

We reserve the right to refuse parking

12. WE RESERVE THE RIGHT TO REFUSE OR TERMINATE PARKING in which case We will give you reasonable time having regard to the circumstances of the refusal or termination (except in an emergency or when You have not complied with clauses 7 or 19), to remove Your vehicle from the car park.

Limits on Our liability

13. These Terms and Conditions are to be read subject to any applicable implied warranties and conditions pursuant to the *Competition and Consumer Act 2010 (Cwlth)*, to the extent that such warranties and conditions cannot be excluded, restricted or modified.
14. In the case of warranties or conditions implied into these Terms and Conditions by the Competition and Consumer Act 2010 (Cwlth), We limit Our liability to:
 - a. Supplying the services to You again; or
 - b. The cost of providing the services to You again.

No liability

15. We are not liable for:
 - a. personal injury or death suffered by any person in the car park; or
 - b. the theft or loss or, or damage to, any vehicle, any of its parts or accessories or any property on or in any vehicle (whether occurring in the car park or elsewhere), whether caused or contributed to by Us or any other person,

except to the extent caused or contributed to by Our deliberate negligent or unlawful conduct, and You release Us from all claims or liability in respect of any such personal injury, death, theft, loss or damage.

You indemnify Us against liability and expense

16. You indemnify Us fully against any claims by or liability We incur to any other person and expense We incur as a result of:
 - a. You causing or contributing to:
 - i. Personal injury or death to any other person; or
 - ii. Theft or loss of, or damage to, any vehicle, any of its parts or accessories or any property on or in a vehicle (whether occurring in the car park or elsewhere),

except to the extent caused to contributed to by Us; or

b. exercising Our rights under clause 8.

17. If You drive a vehicle into the car park or own a vehicle driven into the car park, You also indemnify Us fully against any claims by or liability to any other person and any expense We incur in respect of:
- a. Any theft, loss or damage to which clause 14 refers; and
 - b. Any personal injury or death suffered by any person who comes into the car park with You or in the vehicle or who was brought or sent into the car park by the driver or owner of the vehicle,

except to the extent caused or contributed to by Us.

Privacy

18. The Dexus Privacy Policy <https://www.dexus.com/privacy-policy> sets out Our policy on handling personal information about individuals. Any information collected in relation to Your use of the car park, including CCTV footage and vehicle number plates, will be handled in accordance with the Dexus Privacy Policy.

If You do not accept these conditions

19. If You do not accept these Terms and Conditions, You must immediately leave the car park.

Interpretation

20. For the purposes of these Terms and conditions:
- a. **“any other person”** means any person or corporation other than You individually, and includes Our employees, contractors and agents and any person in the car park (with or without Our permission).
 - b. **“car park”** means all the property constituting the car park, including entry and exit ramps, driveways and any elevators and stairways servicing the car park.
 - c. **“We”, “Us”, and “Our”** refers to Dexus Shopping Centres Pty Limited (ABN 13 001 595 955), the owner of the Centre, and their related bodies corporate and include their employees, contractors and agents.
 - d. **“You” and “Your”** refer to and include each of the owner of any vehicle which comes into the car park and each person who comes into the car park.