

# EASTWOOD

## SHOPPING CENTRE

### PARKING CONDITIONS OF ENTRY

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 car park. If you're in a vehicle and cannot turn it around you may, subject to these conditions, speak with Building Management 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

Each exclusion of liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Competition and Consumer Act 2010.

##### 2.1. Your own risk

You enter and use the car park entirely at your own risk

##### 2.2. Injury, death, theft, loss or damage risks to be borne by you

Neither we or the Owner are 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 car park or elsewhere) however caused

##### 2.3. You indemnify us against liability and expense '

You indemnify us and the Owner fully against any claims by or liability we nor the Owner incur to any other person and expense we nor the Owner 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 car park or elsewhere).

If you drive a vehicle into the car park or own a vehicle driven into the car park, you also indemnify us and the Owner 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 car park with you or in your vehicle or who was brought or sent into the car park by the driver or owner of the vehicle whether caused or contributed to by us or by any other person, irrespective of the cause.

#### 2.4. Vehicles removed from the car park

We may permit the exit of a vehicle whether a licence plate is produced or not and 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 car park, 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 car park.

#### 4. Fee(s) payable for a vehicle (where applicable)

A parking fee is payable each time a vehicle enters this car park and stays in excess of the approved free period from time to time. If you bring your vehicle into this car park you agree to pay the parking fee as set by us from time to time and displayed on the tariff board.

#### 5. You acknowledge when you enter the car park

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

1. You are personally liable for the fee for the parking;
2. We may prevent the exit of a vehicle until the fee is paid;
3. We may prevent the exit of a vehicle until the licence plate is produced,
4. 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 also have the right to prevent exit or have towed away any vehicle at the owners expense. In the event that a vehicle is left in the car park 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 car park 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. Changes to conditions of entry

We reserve the right change these conditions at any time.

#### 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 car park (with or without our permission) and each of them.

“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.

“Centre” means Eastwood Shopping Centre

“Owner” means Eastwood Centre Pty Ltd

“we”, “us” and “our” refers to (all incorporated in NSW) and include its employees, contractors and agents and each of them.

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