

## CONDITIONS OF ENTRY

By entering this 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. We make no express warranties in relation to the services we provide. Under the Australian Consumer Law, consumers have certain rights which cannot be excluded, including guarantees as to the fitness for purpose of services. Nothing in these conditions of entry shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law, including the Australian Consumer Law, and which by law cannot be excluded, restricted or modified.

- 1. Limitation of liability and indemnity:** You enter and use the car park at your own risk. Subject to your rights under the Australian Consumer Law, we are not liable for and you indemnify us against any cost, expense, liability, loss, damage, claim or proceeding (whether direct or indirect, howsoever arising) we incur in relation to:
  - personal injury to or death suffered by you or any person; or
  - theft, loss of, destruction or damage to, any vehicle, its parts or accessories, any property on or in a vehicle or elsewhere in the car park or any damage to the car park, arising out of, or in any way relating to the use of the car park by you or any person in your company, except to the extent that any liability is caused or contributed to by our negligence or breach of these conditions by us.If we or any of us are trustees of a trust, then we enter into this contract only as a trustee of the trust and any obligations or liabilities are limited to the extent to which we can actually be indemnified out of the assets of the trust (unless we are fraudulent, negligent or in breach of trust).
- 2. Usage restrictions:** You must not distribute handbills or pamphlets, engage in any commercial activities or use skate boards, scooters or roller blades without our authorisation. You must not bring or leave in this car park any offensive, hazardous or dangerous substance or thing, nor anything which may be or become a danger, nuisance or inconvenience to us or to any person lawfully in or about this car park or Centre. If you do so you shall be trespassing.
- 3. Fee:** Parking fees will be charged in accordance with the schedule of fees displayed in this car park. If you bring your vehicle into this car park you agree to pay the parking fee as set by us from time to time. We may prevent exit of a vehicle from this car park until we are satisfied that any fee is paid and we will not be liable to you for doing so except to the extent that any liability is caused or contributed to by our negligence. We or another party nominated by us may charge you (i) for parking in the car park, (ii) for not obeying any conditions of parking in the car park (iii) if you require access to the car park after hours, or (iv) require your vehicle to be removed from the car park after hours.
- 4. Compliance with signs, 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. In particular, you must:
  - park within the marked boundaries of a parking space and you must not obstruct the entry or exit of any other vehicle.
  - not park anywhere that we designate as a no parking or reserved area unless you are authorised by us to park in those areas;
  - not use the car park other than in accordance with the signage and markings in the car park and any instructions we may give you;
  - not use parking bays set aside or reserved for emergency vehicles, mobility impaired and/or disabled persons unless you are lawfully entitled to use these bays and you display clearly on the vehicle a current permit; and
  - gain access to or remove a vehicle only during the hours we display in the car park.
  - follow signs and instructions by us and any person appointed by us to control the car park and adhere to and follow any directions and regulations displayed in the car park or otherwise communicated to you.
- 5. Exit of vehicles:** You are responsible for securing your vehicle in the car park. We are not responsible for ensuring that your vehicle is removed by you or persons authorised by you. 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 or delivery of your vehicle to any person who did not have authority to use or take your vehicle, except to the extent that any liability is caused or contributed to by our negligence.
- 6. Our rights in respect of your vehicle:** We may deny you access to the car park or your vehicle, or may enter, move, drive or park any vehicle by towing or otherwise, at any time if required by law or reasonably necessary for the safe operation of the car park. We also have the right to prevent exit of a vehicle until we are provided with evidence of ownership or entitlement to receive the vehicle satisfactory to us. In the event that a vehicle is left on our premises for a continuous period in excess of 24 hours then we may move the vehicle by towing or otherwise at your expense.
- 7. Interpretation:** "Any person in your company" means 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 you. "car park" means all the property constituting the car park including any entry and exit ramps, loading docks, driveways and elevators and stairways servicing the car park. "We and us" refers to GPT Property Management Pty Limited ABN 29 116 099 631 and the owner of the Property and their related entities, any other part owner, employees, contractors and agents appointed from time to time. "you" and "your" refers to and includes each person who enters the car park in any manner and any owner of a vehicle which enters the car park.