

CAR PARK CONDITIONS OF ENTRY

You enter and use the Car Park at Your own risk including the risk of any injury, death, theft, loss or damage, subject to any law which restricts or forbids that exclusion of liability operating, including the *Competition and Consumer Act 2010* (Cth).

Acceptance of Conditions of Entry

1. You acknowledge if You or someone on Your behalf enters Your vehicle into the Car Park:
 - that You are bound by these conditions of entry;
 - these conditions of entry incorporate by reference the fees and other terms and conditions set out in the Car Park “Location & parking” page of each Centre website - please refer to the links below;
 - that You are personally liable for any fee or charge applicable for the parking and any other costs that may become payable under these conditions of entry;
 - We or the Manager may prevent Your vehicle from exiting the Car Park until the fee or charges are paid or evidence of Our written authority to remove Your vehicle is produced.

If You do not accept the terms of these conditions of entry immediately proceed to the nearest exit and leave the Car Park.

Ticketed or Ticketless Parking

2. The Car Park may use Ticketed or Ticketless Parking as set out in the “Location & parking” page of each Centre website.

Fees and charges

3. The Car Park may charge for Parking.
4. Parking rates are displayed at all Car Park entries and exits and on the Car Park “Location & parking” page of each Centre website.
5. If You are issued with a physical ticket on entry to the Car Park and You lose or fail to present a ticket upon leaving the Car Park, You will be charged the maximum amount payable per day for use of the Car Park.
6. Payments by credit card or debit card may incur surcharges, as set out in the Car Park “Location & parking” page of each Centre website. Surcharges will be calculated, and must be paid, at the same time as the parking fee.

Parking in the Car Park

7. You are responsible for securing Your vehicle in the Car Park. We are not responsible for ensuring the security of Your vehicle or Your possessions within Your vehicle. Furthermore, neither We nor the Manager are responsible for ensuring that Your vehicle is removed by You or persons authorised by You.
8. You must park Your vehicle within the marked boundaries of a parking space and You must not obstruct the entry or exit of any other vehicle.
9. You must not use bays reserved for emergency vehicles or disabled patrons unless You display a valid permit on Your vehicle which has not expired.

10. You must, whilst in the Car Park, comply with all signs, directions and requests made by Us or the Manager and adhere to and follow any directions and regulations displayed in the Car Park or otherwise communicated to You from time to time.
11. You must not leave any children or animals unattended in Your vehicle. We reserve the right, in the case of an emergency (including where any child or animal is left unattended in Your vehicle) to enter Your car through any necessary means to overcome the emergency. We accept no liability for any injury, loss or damage to the extent caused by Our entry into any vehicle due to Your breach of this clause.
12. You can gain access to or remove Your vehicle only during the hours We display in the Car Park.
13. In the event that Your vehicle is left in the Car Park for a continuous period in excess of 24 hours then We may report Your vehicle and request for its removal from the Car Park in accordance with the *Impounding Act 1993* (NSW) or any other relevant legislation operating in the jurisdiction where the Centre is located, by Council or the Police as We in Our sole and absolute direction deem necessary. Neither We nor the Manager are liable for any damage caused to Your vehicle if We act in accordance with this clause.

Release and Indemnity

14. Neither We nor the Manager are liable to You for, and You release Us and the Manager from all claims in respect of personal injury or death occurring in the Car Park, theft or loss of, or damage to or caused by Us or the Manager, a vehicle (including the contents of the vehicle) or any other person or object including but not limited to shopping trolleys (whether occurring in the Car Park or elsewhere), except to the extent that it was caused by Our unlawful acts or omissions.
15. You indemnify Us and the Manager fully against claims by or liability to any other person and any expense We or the Manager incur in respect of any personal injury, death, theft, loss or damage to the extent that it was caused or contributed to by You or by any person who comes into the Car Park with You or in Your vehicle.
16. We are not liable, under any circumstances, for any loss of an indirect or consequential nature, including losses which do not naturally arise from the event including loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of reputation and penalties payable under contracts.

Damage

17. You must pay for any damage to the extent caused by You or Your vehicle to this Car Park including, but not limited to, any damage to Our infrastructure, reasonable costs incurred to rectify damage, any damage caused by oil or other substances which leak from Your vehicle. This clause does not affect any rights You have under the Australian Consumer Law or other law which cannot be excluded or modified.

Privacy and Surveillance

18. We may collect and share personal information about You (including Your vehicle number plates and surveillance footage) in order to:
 - operate the Car Park.
 - manage operations at the Centre.
 - provide You with services, features and functions related to Your use of the Car Park; and
 - for purposes otherwise set out in Our privacy policy.

19. By entering and remaining in the Car Park You consent to information about Yourself (including images) being collected, and to Us disclosing Your personal information to anyone (including the Manager, law enforcement bodies, persons involved in relevant legal or disciplinary actions and Our service providers) to the extent that such disclosure is lawful under the *Privacy Act 1988* (Cth).
20. Our privacy policy can be found at [Privacy Policy - Haben](#) or a copy can be obtained from the Centre Management Office. Our privacy policy contains information relating to the collection, use, access, disclosure and handling of Your personal information, about how You may complain about a breach of the Australian privacy principles and how We will deal with any complaint.

General

21. We have the right to refuse or terminate parking in the Car Park.
22. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
23. The validity, interpretation and performance of these conditions will be governed by the law of the State or Territory in which the Centre is located and the laws of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of the State or Territory in which the Centre is located in respect of any dispute that arises in connection with these conditions.

24. Definitions

“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 the shopping centre where the Car Park is located and where these Car Park Conditions of Entry are accessible.

“Manager” means any person We appoint from time to time to manage and operate the Car Park and includes (unless the context requires otherwise) the employees, contractors and agents of that person.

“We”, “Us” and “Our” means Haben Property Fund Ltd ABN 89 139 914 775, Haben Management Pty Ltd ABN 13 142 446 866, their related entity that is trustee for the unit trust that owns the Centre and the Car Park and includes, where the context permits, their employees, contractors and agents.

“You” and “Your” means You personally and all of Your guests, invitees, employees or persons who You have control or custody over.

“Your vehicle” includes a vehicle driven or intended to be driven by You in this Car Park.

Links to the Car Park “Location & parking” page of each Centre website

Centre	Link to Car Park “Location & Parking” page
Caloundra Shopping Centre	Location & parking Caloundra Shopping Centre
Casey Central	Location & parking Casey Central
Cleveland Central	Location & parking Cleveland Central
Croydon Central	Location & parking Croydon Central
Forest Hill Chase	Location & parking Forest Hill Chase
Jesmond Central	Location & parking Jesmond Central
Seven Hills Plaza	Location & parking Seven Hills Plaza
The Pines Shopping Centre	Location & parking The Pines Shopping Centre
The Station Oxley	Location & parking The Station Oxley
Townsville Shopping Centre	Location & parking Townsville Shopping Centre
Wallsend Village	Location & parking Wallsend Village
Westpoint	Location & parking Westpoint
Wollongong Central	Location & parking Wollongong Central