

# CAR 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 are in a vehicle and cannot turn it around you may, subject to these conditions, enter this car park and speak with the car park attendant and say you want to leave and proceed directly to the nearest exit where you may leave without charge, providing that 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 and similar state legislation.

### **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**

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 howsoever caused.

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

You indemnify us fully against any claims by or liability 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, loss of or damage to any vehicle, its parts or accessories or any property on or in the vehicle.

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

We may permit the exit of any vehicle from the car park whether a licence plate is produced or not and whether evidence of authority or entitlement to remove the vehicle is produced or not.

## **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 from the car park 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. If you bring your vehicle into this car park you agree to pay the parking fee as set by us from time to time.

## **5. YOU ACKNOWLEDGE WHEN YOU ENTER THE CAR PARK**

If you bring a vehicle into this car park, you acknowledge that:

1. You are personally liable for the fee for the parking;
2. We may prevent the exit of the vehicle until the fee is paid;
3. We may prevent the exit of 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 RIGHTS TO ENTER, MOVE ETC. YOUR VEHICLE**

We have the right to enter, move, drive or park any vehicle in this car park whenever we see fit. We also have the right to tow away any vehicle.

In the event that a vehicle is left on our premises for a continuous period in excess of 24 hours then we may deliver the vehicle as we may in our absolute and uncontrolled discretion consider appropriate.

## **7. WE CAN REFUSE PARKING**

WE HAVE THE RIGHT TO REFUSE OR TERMINATE PARKING

## **8. STAFF AND CONTRACTORS**

All staff and contractors must park in the prescribed areas.

## **9. NO VARIATIONS UNLESS SIGNED BY US**

No variations of these Conditions of Entry will bind us unless in writing and signed by us.

## **10. INTERPRETATION**

"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) 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.

"we", "us" and "our" refers to YFG Shopping Centres Pty Ltd (ACN 056 974 844) as trustee for the Fu Family Trust & Point Parking Pty Limited and include its employees, contractors and agents and each of them.

"you" and "your" refer to and include each person who comes into the car park.

TOOWONG  
VILLAGE

LOVE THE VILLAGE