

CAR PARK

CONDITIONS OF ENTRY

VEHICLES ARE ACCEPTED FOR PARKING AND PERSONS MAY ENTER THE CAR PARK
ONLY ON THE FOLLOWING CONDITIONS

1. If you do not accept these conditions

If you do not accept these conditions immediately leave the car park

2. Limits on our Liability

This clause is to be read subject to any applicable implied warranties pursuant to the Trade Practices Act, 1974 and the Contracts Review Act, 1980 (NSW) to the extent that such warranties cannot be excluded, restricted or modified

2.1 Your own risk

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

2.2 Injury, theft, loss or damage – risks to be borne by you

We are not liable for :

- PERSONAL INJURY BY YOU, or
- the theft or loss of, or damage to, any vehicle, any of its parts or accessories of any property on or in the vehicle (whether occurring in the car park or elsewhere).
WHETHER CAUSED OR CONTRIBUTED TO BY US OR ANY OTHER PERSON, and
whether caused or contributed to by our or their deliberate, negligent or unlawful conduct,

And you release us from all claims liability in respect of any such personal injury, theft, loss or damage

2.3 You Indemnify us against liability and expense

You indemnify us fully against any claims by or liability we incur to any other person and expense we incur as a result of you causing or contributing to:-

- Personal injury to any other person, and
- 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).

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:

- any theft, loss or damage referred to in 2.2 above, and
- any personal injury 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 or the person who takes the ticket.

Whether caused or contributed to by us or by any other person, and whether caused or contributed to by our or their deliberate negligent or unlawful conduct.

2.4 Vehicles removed from car park

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 while 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 vehicle

A fee, as determined by us, with reference to the rate structure will be charged for each vehicle entry to the car park.

5. Our rights to enter, move etc your vehicle

We have the right to enter, move, drive or park any vehicle whenever we see fit. We also have the right to prevent the exit or have towed away any vehicles.

6. We can refuse parking

WE HAVE THE RIGHT TO REFUSE OR TERMINATE PARKING

7. No variations unless signed by us

No variations of any conditions will bind us unless signed by us

8. 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” refer to AMP Capital Investors Limited and include its employees, contractors and agents and each of them.

“you” and “your” refer to and include 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 the vehicle).