CAR PARKING 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 the Trade Practices Act 1974

Vehicles are accepted for the purpose of parking only and persons may only enter the car park on the following conditions:

- 1. If you do not accept these conditions, immediately exit the car park.
- 2. We are not liable to you for, and you release us 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 a 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 negligence or wrongful act or omission.
- 3. You indemnify us fully against claims by or liability to any other person and any expense we incur in respect of any personal injury, death, theft, loss or damage to the extent that it is caused or contributed to by you.
- 4. 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.
- 5. 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).
- 6. You must park within the marked boundaries of a parking space and you must not obstruct the entry or exit of any other vehicle.
- 7. You must not use those bays that are reserved for emergency vehicles or disabled patrons unless you display a valid permit which has not expired.
- 8. You can gain access to or remove a vehicle only during the hours we display in the car park.
- 9. You must 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 from time to time.
- 10. We have the right to enter, move (including to an outside area), drive, prevent the exit or movement of, or have towed away, any vehicle. We are not liable for any damage caused to your vehicle if we move it.
- 11. Any provision of these conditions which is prohibited or unenforceable in any jurisdiction will as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these conditions and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
- 12. 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.
- 13. The exclusions of liability in these conditions of entry do not apply to any liability we may have to you as a result of a breach of a condition or warranty implied into these conditions by the Trade Practices Act 1974.
- 14. 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.



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