CAR PARKING

CONDITIONS OF ENTRY

Iris St Ives 1 Property Pty Ltd ACN 685 827 098 ATF Iris St Ives 1 Property Trust ABN 74 439 369 456.
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're in a vehicle and cannot turn it around you may, subject to these conditions, 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 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.

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
Neither we nor the Owner are 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 (whether occurring in the car park or elsewhere) however caused

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

- Personal injury or death to any other person, and
- Theft or loss of, 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 and the Owner fully against any claims by or liability to any other person and any expense we or the Owner incur in respect of:

- Any theft, loss or damage referred to in 2.2 above, and
- Any personal injury or death suffered by 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 the driver or owner of the vehicle whether caused or contributed to by us or by any other person, irrespective of the cause.

2.4 Vehicles removed from the car park

We may permit the exit of a vehicle whether a licence plate is produced or not and whether evidence of authority or entitlement to remove a vehicle is produced or not. We and the Owner 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, 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 only during the hours we display in the car park.

4. Parking Charges:

4.1 You will be charged the applicable fee (as set by us from time to time) for the time a vehicle is in the car park (after each entry) in accordance with the fees displayed in the car park. The fee must be paid before a vehicle leaves the car park and is payable each time a vehicle enters the car park. If returning to the car park in the same day you will only receive an additional 3 hours free parking if your time of car park entry is more than 1.15 hours after your previous car park exit.

4.2 Concerning Parking Fees:
- You are personally liable for the parking fee;
- We may prevent the exit of a vehicle until the fee is paid;
- We are not liable for preventing the exit of a vehicle until the fee is paid;
- We may, in our discretion, permit the exit of a vehicle without payment of applicable fees.

5. You acknowledge when you enter the car park

If you or someone on your behalf enters a vehicle into the car park, you acknowledge that:

- You are personally liable for the fee for the parking;
- We may prevent the exit of a vehicle until the fee is paid;
- We may prevent the exit of a vehicle until identification is produced;
- 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 right 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 exit or have towed away any vehicle.

In the event that a vehicle is left in the car park for a continuous period in excess of 24 hours then:

You must pay the overnight fee shown on the tariff board; and

- We may remove the vehicle from the car park as we may in our absolute and uncontrolled direction deem necessary.

7. We can refuse parking

WE HAVE THE RIGHT TO REFUSE OR TERMINATE PARKING

All persons working at the Centre and contractors visiting the Centre must park in the area that we nominate (if any).

8. No Variations unless signed by us

No variations of these conditions will bind us unless signed by us.

9. Privacy

9.1 Any person or vehicle entering the car park may be subject to filming by closed circuit television or other surveillance equipment within and surrounding the car park for operational, security and public risk reasons and we reserve the right to use such evidence in any dispute. By entering the car park you consent to information about yourself (including images) being recorded by such surveillance equipment and to us disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the car park.

9.2 We may collect personal information (including vehicle number plates) about you in order to operate the car park, manage operations at the Centre, to 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 at https://www.stivesvillage.com.au/privacy-policy.

9.3 The information you provide will be collected by or on our behalf and may be disclosed to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to grant you entry to the car park.

9.4 Please contact the information desk in the centre for information on our privacy policy. The privacy policy contains information relating to access and collecting your personal information, about how you may complain about a breach of the Australian privacy principles and how we will deal with any complaint. If you would like any further information about our privacy policies or practices, please contact us by email to info@stivesvillage.com.au. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the privacy policy and these conditions of entry.

10. Interpretation

“any other person’ means any person or corporation other than you individually and includes your 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.

“Centre” means St Ives Shopping Village, 166 Mona Vale Road, St Ives NSW 2075

“Owner” means Iris St Ives 1 Property Pty Ltd ACN 685 827 098 ATF Iris St Ives 1 Property Trust ABN 74 439 369 456 includes its employees, contractors and agents and each of them.

“we”, “us” and “our” refers to Point Parking Pty Ltd 87 160 943 911

(all incorporated in NSW) and include its employees, contractors and agents and each of them.

“you” and “your” refers to and includes 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 a vehicle).