

## **CONDITIONS OF ENTRY – TOORONGA VILLAGE**

### **VEHICLES ARE ACCEPTED FOR PARKING AND PERSONS MAY ENTER THE CAR PARK ONLY ON THE FOLLOWING CONDITIONS (“CONDITIONS”)**

#### **1. Conditions**

By entering this carpark you agree to be bound by these Conditions. If you do not accept these Conditions you and any vehicle in which you entered the carpark must immediately leave the carpark. If you do so, we will not charge a parking fee.

#### **2. 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 carpark 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:

- (a) personal injury or death suffered by you; and/or
- (b) theft, loss of, or damage to, any vehicle, its parts or accessories or any property on or in the vehicle (whether occurring in the carpark or elsewhere) however caused.

You wholly release us and the Owner from all claims and liabilities in connection with your use of the carpark and the matters in paragraphs (a) and (b) and agree that you will not commence or maintain any claim or action (including any claim for costs) against us or the Owner relating to your use of the carpark or the matters in paragraphs (a) and (b).

##### **2.3. Indemnity**

You indemnify us and the Owner fully against any claims, damage, loss, costs or liability we or the Owner may incur to any other person and any expense we or the Owner may incur as a result of you causing or contributing to:

- (a) personal injury or death to any other person;
- (b) theft, 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 carpark or elsewhere); and/or
- (c) any damage to the carpark.

If you drive a vehicle into the carpark or own a vehicle driven into the carpark, you also indemnify us and the Owner fully against any claims, damage, loss, costs or liability to any other person and any expense we or the Owner incur in respect of:

- (a) any theft, loss or damage referred to in this item 2.3 above; and/or
- (b) any personal injury or death suffered by any person who comes into the carpark with you or in your vehicle or who was brought or sent into the carpark 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 carpark**

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 any vehicle.

#### **3. Compliance with signs and directions / hours of operation**

You must, whilst in or on the carpark, comply with all its signs and with all directions and requests made by us or the Owner. You can gain access to or remove a vehicle only during the hours we or the Owner display in the carpark.

**4. Parking charges**

- (a) You will be charged the applicable fee (as set by us from time to time) for the time a vehicle is in the carpark (after each entry) in accordance with the fees displayed in the carpark.
- (b) The applicable fee must be paid before a vehicle leaves the carpark and is payable each time a vehicle enters the carpark.
- (c) If you are returning to the carpark in the same day, you will only receive an additional 3 hours free parking if your time of carpark entry is more than 60 minutes after your previous carpark exit.
- (d) You are personally liable for the parking fee. We may prevent the exit of a vehicle until the applicable fee is paid. We are not liable for preventing the exit of a vehicle until the applicable fee is paid.
- (e) We may, in our absolute discretion, permit the exit of a vehicle without payment of applicable fees.

**5. Acknowledgements**

If you or someone on your behalf brings a vehicle in or on the carpark, you acknowledge that:

- (a) you are personally liable for any applicable fee for the parking;
- (b) we may prevent the exit of a vehicle until the applicable fee is paid;
- (c) we may prevent the exit of a vehicle until identification is produced; and
- (d) no claim of any nature can be made against us as a result of such prevention referred to above or any resulting injury, damage or loss.

**6. Our right to enter, move, etc. your vehicle**

We and the Owner have the right to enter, move, drive or park any vehicle in or on the carpark whenever we see fit, including in cases of any emergency. We and the Owner also have the right to prevent vehicles from exiting the carpark and to have towed away any vehicle.

In the event that a vehicle is left in or on the carpark for a continuous period in excess of 24 hours or for an overnight period:

- (a) you must pay the overnight rate shown on the tariff board; and
- (b) we or the Owner may remove the vehicle from the carpark as we or the Owner (in our absolute and uncontrolled discretion) deem necessary.

**7. Refusal and termination of 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 or the Owner nominate (if any).

**8. Variations**

No variations to these conditions will be binding on us or the Owner unless signed by us and the Owner.

**9. Privacy**

- (a) Any person or vehicle entering the carpark may be subject to filming by closed circuit television or other surveillance equipment within and surrounding the carpark for operational, security and public risk reasons and we and/or the Owner reserve the right to use such evidence in any dispute.
- (b) By entering the carpark you consent to information about yourself and your vehicle (including images) being recorded by such surveillance equipment and to us and/or the Owner disclosing

the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we and/or the Owner deems such disclosure to be necessary to protect our lawful interest and/or the Owner's lawful interests, the public interest or the safety of persons or property at the carpark.

- (c) We and/or the Owner may collect personal information (including vehicle number plates) about you in order to operate the carpark, manage operations at the Centre, to provide you with services, features and functions related to your use of the carpark, and for purposes otherwise set out in the Owner's privacy policy at [https://www.newmarkcapital.com.au/images/files/Privacy\\_Policy\\_21FEB2019.pdf](https://www.newmarkcapital.com.au/images/files/Privacy_Policy_21FEB2019.pdf) and our privacy policy at [www.pointparking.com.au/privacy.php](http://www.pointparking.com.au/privacy.php).
- (d) The information you provide will be collected by or on the Owner's behalf and/or by us or on our behalf and may be disclosed to third parties that help the Owner and us deliver services (including information technology suppliers, communication suppliers and the Owner's business partners and our business partners) or as required by law. If you do not provide this information, we and/or the Owner may not be able to grant you entry to the carpark.
- (e) Please contact Centre Management in the Centre for information on the Owner's privacy policy.
- (f) The Owner's privacy policy and our privacy policy contain information relating to access and collecting your personal information, about how you may complain about a breach of the Australian privacy principles and how the Owner and/or we will deal with any complaint.
- (g) If you would like any further information about the Owner's privacy policies or practices, please visit the Owner's website at [https://www.newmarkcapital.com.au/images/files/Privacy\\_Policy\\_21FEB2019.pdf](https://www.newmarkcapital.com.au/images/files/Privacy_Policy_21FEB2019.pdf).
- (h) If you would like any further information about our privacy policies or practices, please visit our privacy policy at [www.pointparking.com.au/privacy.php](http://www.pointparking.com.au/privacy.php).
- (i) By providing your personal information to us and to the Owner, you consent to the collection, use, storage and disclosure of that information as described in the privacy policies and these Conditions of entry.

#### **10. Interpretation**

In these Conditions, the following meanings apply:

- (a) "any other person" means any person or corporation other than you individually and includes your employees, contractors and agents and any person in the carpark (with or without our permission) and each of them;
- (b) "carpark" means all the Centre property constituting the carpark including entry and exit ramps, driveways and any elevators and stairways servicing the carpark;
- (c) "Centre" means Tooronga Village, 766 Toorak Road, Glen Iris VIC 3146;
- (d) "Owner" means Newmark Capital Limited ACN 126 526 690 as trustee for the Newmark Tooronga Property Trust and includes its employees, contractors and agents and each of them;
- (e) "we", "us" and "our" refers to Point Parking Pty Ltd ABN 87 160 943 911 (all incorporated in NSW) and include its employees, contractors and agents and each of them; and
- (f) "you" and "your" refers to and includes each of the owners and any vehicles which come into or on the carpark and each person who comes into the carpark (including the driver or owner of or passenger in a vehicle and any person brought or sent into the carpark by the driver or owner of a vehicle).