

## **CLAREMONT QUARTER SHOPPING CENTRE – CAR PARK CONDITIONS OF ENTRY**

### **THESE CONDITIONS OF ENTRY ARE IMPORTANT – PLEASE READ THEM**

BY ENTERING THE CAR PARK, YOU AND ALL THOSE CLAIMING THROUGH YOU ACCEPT THAT A CONTRACT IS FORMED BETWEEN YOU AND US ON THE TERMS SET OUT BELOW

#### **GENERAL**

- 1) By entering the Car Park you accept and agree to abide by these Conditions of Entry. If you do not accept and agree to abide by these Conditions of Entry, you and your Vehicle must immediately leave the Car Park by the nearest exit.
- 2) To the fullest extent permitted by law, you enter and use the Car Park at your own risk. There are risks of death, injury, damage and theft in the Car Park. To the fullest extent permitted by law, we do not accept responsibility for and have no liability for any injury, death, theft, loss or damage whether to person or property (including to your Vehicle) and you agree to release us from any claims in relation to such matters.
- 3) Without limiting clause 2, to the fullest extent permitted by law, we are not liable for the theft of any Vehicle, any loss or damage to any Vehicle, or any loss or damage caused by any Vehicle in the Car Park.
- 4) You indemnify us and agree to keep us indemnified against all claims, expenses and other liabilities in respect of, arising from, or contributed to by your breach of these Conditions of Entry, your use of the Car Park or your Vehicle.
- 5) While you are in the Car Park, you must:
  - (a) comply with all signs and directions, instructions and requests made by us;
  - (b) not obstruct any roadways, access ways or other Vehicles;
  - (c) not park anywhere that is designated as a no parking or reserved area; and
  - (d) park wholly within the designated bays.
- 6) You may have access to or remove a Vehicle from the Car Park only during the permitted hours displayed in the Car Park from time to time.
- 7) We may unlock, enter, move, drive or have towed away at the owner's expense any Vehicle in an emergency, if it is causing an obstruction, if it remains in the Car Park after the Car Park closes or if it is thought to be dangerous. We are not liable for any damage caused.
- 8) You are liable for any loss or damage caused by you or your Vehicle to the Car Park or any person or property in the Car Park or the Centre including, but not limited to, any damage caused by oil or other substances which leak from your Vehicle.
- 9) We may refuse any Vehicle or person entry to the Car Park at our discretion.

- 10) 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 storing the images and 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.
- 11) We may collect and retain 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, as outlined in, and for purposes otherwise set out in our Privacy Policy at <https://www.hawaiian.com.au/privacy-policy>.
- 12) 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 Carpark.
- 13) Please use the hyperlink above, access our website or contact the information desk in the Centre for information on our Privacy Policy. The Privacy Policy contains information relating to your rights to access and correct 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 our Privacy Compliance Officer by email at [enquiries@hawaiian.com.au](mailto:enquiries@hawaiian.com.au).
- 14) 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.

#### **PARKING CHARGES**

- 15) You will be charged the applicable fee for the time the vehicle is in the Car Park in accordance with the fees displayed in the Car Park. The fee must be paid before the Vehicle leaves the Car Park and subject to clause 16, is payable each time the Vehicle enters the Carpark. If a parking ticket is issued and lost or you fail to present the ticket, you will be charged the maximum amount applicable
- 16) Subject to clause 16(c) below, Carpark fees are calculated cumulatively on a daily basis. The following terms apply for the purposes of calculating the Carpark fees each day:
- (a) Subject to 16(c), You are entitled to up to 3 hours of free parking each day;
  - (b) If you exit the Carpark and re-enter within 90 minutes of leaving, the calculation of time that the Vehicle is in the Car Park will continue on a cumulative basis from that time of entry (for example, if your car arrives at 9.30am and leaves at 1.30 pm you will be

charged (\$3); if You then re-enter the car park at 2.30pm on the same day and leave at 4.30pm you will be charged \$10) and not be entitled to 3 hours free parking for a second time in 1 day); and

- (c) If you exit the Carpark and re-enter more than 90 minutes after leaving, the calculation of time that the Vehicle is in the Carpark will recommence, as if the Vehicle had not been parked in the Car Park that day (for example, if your car arrives at 9.30am and leaves at 1.30 pm you will be charged (\$3); if You then re-enter the car park at 3.30pm on the same day and leave at 4.30pm you will not be charged a fee as you re-entered more than 90 minutes from exiting on the same day and the Carpark charges for that day reset to zero.

17) Payment can be made via credit or debit card only.

18) This carpark is ticketless and uses licence plate recognition technology. By entering you agree:

- (a) you are personally liable for the parking fee and any applicable surcharge;
- (b) we may prevent the exit of a Vehicle until the fee and any applicable surcharge are paid;
- (c) we are not liable for preventing the exit of a vehicle until the fee and any applicable surcharge are paid; and
- (d) we may, in our discretion, permit the exit of a Vehicle without payment of applicable fees.

#### **DEFINITIONS**

19) In these Conditions of Entry:

“Car Park” means all car parks associated with the Centre, including all entry and exit ramps, driveways and walkways together with any lifts, escalators or stairways servicing the car parks or connecting the car parks to any other part of the Centre.

“Centre” means Claremont Quarter Shopping Centre, 9 Bay View Terrace, Claremont WA 6010.

“Vehicle” includes any vehicle, its parts and accessories and any property (including valuables) left in or on it.

“We”, “Us” or “Our” means QIC CM Pty Ltd (ACN 135 626 121 as trustee for the QIC CM Trust (ABN 49 857 574 251) and SPB (Australia) Pty Ltd (ACN 071 334 435) as trustee for the Seashy Trust (ABN 75 735 936 467) as owners of the Centre, and includes our respective agents, contractors and employees.

“You” or “Your” means any person who enters the Car Park for any reason, including the driver or owner of a Vehicle and any passenger in a Vehicle.