



GARDENERS PLACE

CAR PARKING

CONDITIONS OF ENTRY

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

1. Parking

- By entering this car park you agree to be bound by these terms and 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, advise an onsite parking attendant that you want to leave and proceed directly to the nearest exit where you may leave without charge, provided 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 Landowner 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 against liability and expense

- You indemnify us, including the Landowner, 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 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, including the Landowner 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 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 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 from the car park only during the hours of operation displayed in the car park.

4. Fee(s) payable for a vehicle (where applicable)

- A parking fee is payable each time a vehicle enters this car park. By bringing your vehicle into this car park you agree to pay the parking fee as displayed on the tariff board.
- Parking fees are charged on a daily basis and will continue to accrue for the total period of the stay.
- Failure to adhere to the conditions provided herein, including without limitation parking in an unauthorised location or manner or in a dedicated parking bay, may incur an automatic charge at the rate equivalent to 6.5+ hours parking, applied upon your exit from the car park in addition to the hourly rate payable for your stay.
- If you have a permit or pass issued and we have designated a bay that you are authorised to park in then you may only park in that bay, a failure to comply will result in an automatic charge at the rate equivalent to 6.5+ hours parking, in addition to the hourly rate payable for you stay and which will accrue daily.

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 all fees and charges payable pursuant to these terms and conditions have been paid;
 - We may prevent the exit of a vehicle until the licence plate is produced; and
 - No claim of any nature can be made against us or the Landowner 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 in accordance with these terms and conditions and in the event that we reasonably consider that it is necessary for the safe and efficient operation of this car park.
- We also have the right to prevent exit or have towed away from the Centre any vehicle.
- In the event that a vehicle is left in the car park for a continuous period in excess of 48 hours then we may remove the vehicle from the car park and/or store the vehicle as we see fit (in our absolute discretion if deemed necessary).

7. We can refuse parking

- We have the right to refuse access to the car park and/or terminate this agreement if you are deemed in breach of these terms and conditions (in our absolute discretion).
- If you are associated with an occupier of the Centre you must ensure you comply with the terms of any car parking arrangement between the Landowner and the occupier.

8. Variation, waiver and severance

- These terms may not be varied or waived without the prior written approval from us or the Landowner.
- If any part of these conditions is void, voidable, unenforceable, or illegal, the offending part shall be severed and the remainder will have full force and effect.

9. 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.

"a vehicle" and "your vehicle" includes a vehicle driven or intended to be driven by you into this car park.

"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 at the Centre.

"Centre" means all the property constituting the building, retail and showroom areas, amenities, elevators, stairways and common area.

"Landowner" means The Trust Company Limited as custodian for Goodman Australia Industrial Trust No.1., or as applicable from time to time

"we", "us" and "our" refers to Gardeners Place and the Landowner (jointly and severally) and includes their subsidiaries and related entities, directors, employees, contractors and agents.

"you" and "your" refers to and includes 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.

