

# THE GRAND

## EASTLAKES

### Conditions Of Entry

By entering THE GRAND ('the Centre') you agree to be bound by the following conditions. If you do not accept these conditions you must immediately leave the Centre. If you violate any of the following conditions, we may immediately remove you and your vehicle from the Centre.

1. The Centre is private property. Access to the Centre is restricted to persons visiting, shopping at or conducting business in the Centre.
2. We reserve the right to:
  - a. refuse entry into the Centre; and
  - b. require a person to leave the Centre; at our absolute discretion for whatever reason.
3. You must not loiter in or about the Centre or behave in any manner that we consider detracts from the quiet enjoyment of the Centre by others or breaches the peace.
4. You must wear proper footwear – no thongs. Clothing or tattoos displaying offensive material is not permitted in the centre.
5. Bicycles, skateboards, roller-skates, rollerblades, scooters or any other similar wheeled recreational device must not be used, wheeled or ridden inside or about the Centre. Bicycles and scooters must be parked at the designated bicycle racks.
6. No animals are allowed in the Centre, except for assistance animals and guide dogs.
7. If you cause any injury or damage to any other person, property or goods at the Centre you shall be liable for all direct, indirect, consequential or special loss or damage sustained by that other person or by the owner of such property or goods AND you indemnify us from any claim, liability and expense which may be brought against us or suffered by us as a result.
8. No leaflets or brochures shall be either affixed to vehicles or otherwise distributed at the Centre without our prior written approval.
9. No photography or video capture of any kind is permitted without our prior written approval.
10. Consumption of alcohol and smoking of any kind (including electronic cigarettes) is not permitted at the Centre (which includes the car park/s), at any time.
11. No drug use is allowed in the Centre. We have a zero tolerance drug policy and will immediately report any suspected drug use to NSW Police.

The car park in the Centre is managed by a private car park operator and, having entered the car park, you have agreed to observe the car park terms and conditions of use (as displayed at the entrance to the car park) with the operator at all times.

12. You enter and use the car park at your own risk and you indemnify us against any loss or damage to person or property that you cause by your actions or omissions while you are in the car park. Further you release and indemnify us from all claims, liability and expenses in respect of any personal injury, death, theft, loss or damage suffered as a result of using the car park.

13. Vehicles must be parked entirely within car space lines.

14. All speed restrictions, traffic flow and signage in the car parks must be observed.

15. You must not cause any obstruction in the car park.

16. Parking is prohibited:

- a. In areas not marked for parking;
- b. In access areas;
- c. In restricted car parks, i.e. loading zones, taxi zones, disabled spaces, etc;
- d. Where 'no parking' or 'no standing' signs are posted;
- e. On ramps;
- f. In such other areas, as we may designate from time to time.

17. Car spaces are for the express purpose of parking one vehicle per space.

Washing, waxing, cleaning or servicing of any vehicle by any person is prohibited.

18. We reserve the right to enter, move, drive, park, prevent the exit or arrange the towing away of any vehicle: in emergencies, if you park a vehicle contrary to these conditions or the car park terms and conditions, or otherwise whenever we see fit, including leaving such vehicle outside the precincts of the Centre entirely at your risk, without us being liable in any form. If a vehicle is locked, you authorise us to unlock and enter the vehicle for the purposes of this condition, without us being liable for any damage caused to a vehicle during the process of entering or moving a vehicle pursuant to this condition.

19. If we have to engage a towing contractor to tow your vehicle as a result of you breaching these terms and conditions, or for any other reason, you must pay the costs for the towing contractor and storage of your vehicle.

20. You are required to lock any vehicle you park at the Centre and you assume all responsibility for damage to any vehicle, for loss or theft of any valuables from a vehicle and for any other loss or damage of whatever nature.

21. We are not liable under any circumstances for death or personal injury to any person or loss or damage to any property whatsoever, including damage caused to you or your vehicle by other vehicles or any other objects (including shopping trolleys). If you do not agree with these conditions of entry, including the car park conditions 12 to 23 you must immediately leave the Centre and remove your vehicle from the Centre's car park.

22. The car park owner makes every endeavour to ensure the car park is compliant with building standards however is not responsible if speed humps heights or car space widths fall outside these guides. Modified or low clearance vehicles are not to park in this car park.

23. You must note the closing and opening times of the centre and car park to ensure your car avoids being locked in the building overnight. Car owners will be required to pay a call out fee if security is called to re-open the car park. 'the Centre' means all buildings forming part of The Grand Eastlakes and Eastlakes Shopping Centre, 16d and 19a Evans Avenue Eastlakes, NSW, including the roadways and car park/s;

INTERPRETATION 'us' or 'we' means each of the owner(s) of the Centre and any manager of the Centre and their related bodies corporate, employees, servants, agents and subcontractors;

'You' and 'your' means yourself and your successors and assigns;

'The Centre' means all buildings forming part of The Grand Eastlakes at 16 Evans Avenue, Eastlakes, Australia including the roadways and car park/s;

'Car park/s' means all of the property constituting the car parking areas including any entry and exit ramps, loading docks, driveways and any escalators, elevators and stairways servicing car parks.

# THE GRAND

## EASTLAKES

### Conditions Of Carpark Entry

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

#### 1. If you do not accept these conditions

If you do not accept these conditions immediately leave the carpark.

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

This clause is to be read subject to any applicable implied warranties pursuant to the Trade Practices Act, 1974 and the Contracts Review Act, 1980 (NSW) to the extent that such warranties cannot be excluded, restricted or modified.

##### 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

We are not liable for: PERSONAL INJURY OR DEATH SUFFERED BY YOU, or the theft or loss of, or damage to, any vehicle, any of its parts or accessories of any property on or in the vehicle (whether occurring in the car park or elsewhere). WHETHER CAUSED OR CONTRIBUTED TO BY US OR ANY OTHER PERSON, and whether caused or contributed to by our or their deliberate, negligent or unlawful conduct, and you release us from all claims liability in respect of any such personal injury, death, theft, loss or damage.

##### 2.3 You Indemnify us against liability and expense

You indemnify us 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, or 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, own a vehicle driven into the car park, or take a ticket, you also indemnify us 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 the vehicle or who was brought or sent into the car park by the driver or owner of the vehicle or the person who takes the ticket. Whether caused or contributed to by us or by any other person, and whether caused or contributed to by our or their deliberate negligent or unlawful conduct.

##### 2.4 Vehicles removed from car park

We may permit the exit of a vehicle whether a fee is paid 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, while 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. Fee(s) payable for vehicle

2 Hours Free is once per day. A fee, as determined by us, with reference to the rate structure will be charged for each vehicle entry to the car park.

#### 5. Your acknowledgment when you enter the carpark:\

If you or someone on your behalf parks in the carpark, you acknowledge that:

1. You are personally liable for the fee for parking;
2. We may prevent the exit of a vehicle until the fee is paid;
3. We may (but are not obliged to) prevent the exit of vehicle until the fee is paid
4. 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 rights 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 the exit or have towed away any vehicles.

#### 7. We can refuse parking

WE HAVE THE RIGHT TO REFUSE OR TERMINATE PARKING.

#### 8. Early delivery of vehicle (where applicable)

We do not promise or represent that a vehicle will be delivered at any time earlier than that agreed when we accepted it for parking.

#### 9. No variations unless signed by us

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

#### 10. Interpretation

"Any other person" means any person or corporation other than you individually and includes our 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.

"We", "us" and "our" refer to the owner(s) of the Centre and include its employees, contractors and agents and each of them.

"You" and "your" refer to and include 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).