

By entering the Burwood Brickworks car park, you agree to be bound by these conditions. If you do not accept these conditions, you must immediately proceed to the nearest exit and leave the car park. We make no express warranties in relation to the services we provide. Under the Australian Consumer Law, consumers have certain rights, which cannot be excluded, including guarantees as to the fitness for purpose of services. Nothing in these conditions of entry shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law, including the Australian Consumer Law, and which by law cannot be excluded, restricted or modified.

1. Limitation or liability and indemnity:

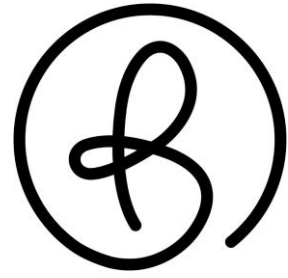
You enter and use the car park at your own risk. Subject to your rights under the Australian Consumer Law, we are not liable for and you indemnify us against any cost, expense, liability, loss, damage, claim or proceeding (whether direct or indirect, howsoever arising) we incur in relation to: personal injury to or death suffered by you or any person; or theft, loss of, destruction or damage to, any vehicle, its parts or accessories, any property on or in a vehicle or elsewhere in the car park or any damage to the car park, arising out of, or in any way relating to the use of the car park by you or any person in your company, except to the extent that any liability is caused or contributed to by our negligence or breach of these conditions by us.

2. Usage restrictions:

You must not distribute handbills or pamphlets; engage in any commercial activities or use skateboards, scooters or roller blades without our authorisation. You must not bring or leave in this car park any offensive, hazardous or dangerous substance or thing, nor anything, which may be or become a danger, nuisance or inconvenience to us or to any person lawfully in or about this car park or Centre. If you do so you shall be trespassing.

3. Fines:

This car park is patrolled on a regular basis. Parking fines will be issued if you park your vehicle in the at grade car park for over 90 minutes and in the basement car park for over 4 hours. If you leave your vehicle in this car park over the permitted time you agree to pay parking fines as issued by a third party appointed by us.



4. Compliance with signs, directions, hours or operation:

You must, whilst in the car park, comply with all its signs and with all directions and requests made by us. In particular, you must:

not cause any obstruction in this car park;

not park anywhere that we designate as a no parking or reserved area unless you are authorised by us to park in those areas;

not use the car park other than in accordance with the signage and markings in the car park and any instructions we may give you;

not use parking bays set aside for mobility impaired and/or disabled persons unless you are lawfully entitled to use these bays and you display clearly on the vehicle a current permit; and gain access to or remove a vehicle only during the hours we display in the car park.

5. Exit of vehicles:

We may permit the exit of a vehicle whether a fine is issued or not, or whether evidence of authority or entitlement to remove a vehicle is produced or not. We are not liable for the theft, loss of or damage to a vehicle or delivery of your vehicle to any person who did not have authority to use or take your vehicle, except to the extent that any liability is caused or contributed to by our negligence.

6. Our rights in respect of your vehicle:

We may deny you access to the car park or your vehicle, or may enter, move, drive or park any vehicle by towing or otherwise, at any time if required by law or reasonably necessary for the safe operation of the car park. We also have the right to prevent exit of a vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle satisfactory to us. In the event that a vehicle is left on our premises for a continuous period in excess of 24 hours then we may move the vehicle by towing or otherwise at your expense.

7. Interpretation

“any person in your company” means 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 you. “car park” means all the property constituting the car park including any entry and exit ramps, loading docks, driveways and elevators and stairways servicing the car park. “us” or “we” means each of the owner(s) of the Centre and any manager of the Centre from time to time, and their related bodies corporate, employees, agents and subcontractors. “you” and “your” refers to and includes each person who enters the car park in any manner and any owner of a vehicle which enters the car park.