

TERMS & CONDITIONS

1. Westfield Geelong Flexible External Parking entitles the bearer access only to the designated external parking area as advised from time to time.
2. All persons entering and/or parking in Westfield car parking areas (including designated external parking areas) are bound by the terms and conditions of entry to the car park (copy attached to this application). Holders must also comply at all times with the operating rules of the Centre and the car park and comply with all directions of Westfield from time to time including the location of the flexible external parking area.
3. Access to the car park is granted on a weekly basis and is determinable by either party by one (1) weeks' notice in writing to the other party.
4. The cost for parking in the Westfield Geelong designated external parking area is \$13 per entry per day. This rate is subject to change at the discretion of Scentre Group.
5. In the event that the designated parking area is full, there is a grace period of 15 minutes to leave the designated parking area before the \$13 flexible external parking charge applies (applicable for the pay-as-you-go system only). Westfield may vary the cost for parking at its discretion.
6. Westfield Geelong Flexible External Parking does not guarantee a space in the designated external parking area. Spaces in the external parking area cannot be reserved and parking is on a first come, first served basis.
7. Public rates apply for any flexible external parking in the public car park.
8. The pay-as-you-go system or prepaid monthly system (where applicable) allows you to "top-up" with coins, notes and all major credit cards at any Pay Station. Licence Agreement holders experiencing difficulties at the Pay Station should press the help intercom button for assistance.
9. Westfield Geelong Flexible External Parking remains the property of Westfield Geelong. Access may be cancelled at the discretion of Centre Management.
10. Westfield Geelong Flexible External Parking is not transferable and must be surrendered upon ceasing employment at Westfield Geelong. Upon surrender of access and provision of an unexpired driver's license (as proof of identity).
11. If access is not used for a period of 60 consecutive days it may be suspended at the discretion of Centre Management. The Licence Agreement holder is responsible for advising Westfield Centre Management of any amendments to information supplied in this application.
12. Licence Agreement holders engaging in fraudulent activity including "sneak throughs" or "tailgating" and / or using access for non-work related purposes may have their Westfield Geelong Flexible External Parking access cancelled.
13. Licence Agreement holder information will remain confidential and may not be disclosed to a third party outside Westfield. To view the Westfield Privacy Policy visit <https://www.westfield.com.au/privacy-policy>. Terms and Conditions are subject to change without notice.

By entering this 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 of 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 rising) 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 skate boards, 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. Compliance with signs, directions, and hours of 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.

4. Exit of vehicles: We may permit the exit of a vehicle 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 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.

5. Our rights in respect of your vehicle: We may deny you access to the car park of 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 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.

6. Parking guidance cameras: When you use our car park we may capture your licence plate and vehicle information through parking guidance systems. The information we collect assists Westfield to manage and improve the operation of the Centre including the car park area. We use this information for measuring and analysing car parking dwell times and shopper behaviour, marketing purposes, security purposes and to assist you to locate available car spaces and your car. By entering the car park, you consent to Westfield collecting and using this information. If you do not provide Westfield with this information, Westfield may refuse to grant you entry into the car park. Westfield will keep this information secure and treat this information in accordance with Westfield's privacy policy, which can be found at www.westfield.com.au/privacy-policy or on request from any Westfield Concierge. Our privacy policy contains information about how you can access and correct your personal information held by us, and how you can make a complaint regarding use of your information.

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.