CONDITIONS OF ENTRY

You enter and use the car park at your own risk including the risk of any injury, death, theft, loss or damage subject to any law which restricts or forbids that exclusion of liability including the *Competition and Consumer Act 2010* (Cth).

Acceptance of Conditions of Entry

1. You acknowledge if you or someone on your behalf enters a vehicle into the car park:
   That you are bound by these conditions of entry;
   That you are personally liable for the fee for the parking and any other costs that may become payable under these conditions of entry;
   We or the Manager may prevent the exit of a vehicle until the fee is paid or evidence of authority or entitlement to remove a vehicle is produced.

   If you do not accept the terms of these conditions of entry immediately proceed to the nearest exit and leave the car park.

Ticketless Parking

2. Ticketless parking is now in operation allowing you to park without the need for a paper ticket.

Fees

3. Parking rates are displayed at all car park entries and exits.

4. During your visit you can check your elapsed parking time by typing your number plate into one of the many pay stations in the Centre.

5. Upon leaving the Centre, if your vehicle was in the car park for less than 2 hours, no cark parking fee is payable, you may proceed straight to the exit. The parking system will recognise your number plate and the boom gate will automatically open.

6. If your vehicle remains in the car park over the 2 hour free parking period, head to one of the many pay stations, enter your number plate and pay the parking fee. Drive to the exit where the system will recognise your parking payment and the boom gate will open automatically. If you exit the Centre, there must be at least 30 minutes between exit and re-entry in order to receive another '2 hours free parking'.

7. Payments by credit card or debit card will incur a surcharge of 2.5%. The surcharge must be paid, at the same time as the parking fee.

8. The Council has the ability to issue fines for any non-compliance of these conditions.

Parking in the Car Park

9. You are responsible for securing your vehicle in the car park. Neither we nor the Manager are responsible for ensuring that your vehicle is removed by you or persons authorised by you.

10. You must park within the marked boundaries of a parking space and you must not obstruct the entry or exit of any other vehicle.

11. You must not use bays reserved for emergency vehicles or disabled patrons unless you display a valid permit which has not expired.

12. You must, whilst in the car park, comply with all signs, directions and requests made by us or the Manager and adhere to and follow any directions and regulations displayed in the car park or otherwise communicated to you from time to time.

13. You can gain access to or remove a vehicle only during the hours we display in the car park.

14. In the event that a vehicle is left in the car park for a continuous period in excess of 24 hours then you must pay the overnight surcharge shown on the tariff board and we may report the vehicle and request for its removal from the car park in accordance with *the Impounding Act 1993* (NSW), by Council or the NSW Police as we in our absolute and uncontrolled direction deem necessary. Neither we nor the Manager are liable for any damage caused to your vehicle if we act in accordance with this clause.

Release and Indemnity

15. Neither we nor the Manager are liable to you for, and you release us and the Manager from all claims in respect of personal injury or death occurring in the car park, theft or loss of or damage to or caused by us, the Manager, a vehicle or any other person or object including but not limited to shopping trolleys (whether occurring in the car park or elsewhere), except to the extent that it was caused by our negligence or wrongful act or omission.

16. You indemnify us and the Manager fully against claims by or liability to any other person and any expense we or the Manager incur in respect of any personal injury, death, theft, loss or damage to the extent that it was caused or contributed to by you or by any person who comes into the car park with you or in your vehicle.

Privacy and Surveillance

17. We may collect and share personal information about you (including vehicle number plates and surveillance footage) in order to:

    operate the car park
    manage operations at the Centre
    provide you with services, features and functions related to your use of the car park; and
    for purposes otherwise set out in our privacy policy.

    By entering and remaining in the car park you consent to information about yourself (including images) being collected and to us disclosing your personal information to anyone (including the Manager, law enforcement bodies, persons involved in relevant legal or disciplinary actions and our service providers) to the extent that such disclosure is lawful under the *Privacy Act* (Cth).

    Our privacy policy can be found at https://www.nortonplaza.com.au/privacy-policy/ or a copy can be obtained from the Centre Management Office. Our privacy policy contains information relating to the collection, use, access, disclosure and handling of your personal information, about how you may complain about a breach of the Australian privacy principles and how we will deal with any complaint.

General

18. Any provision of these conditions which is prohibited or unenforceable in any jurisdiction will as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these conditions and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

Definitions

"**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.

"**Centre**" means Norton Plaza 55 Norton Street, Leichhardt NSW 2040.

"**Manager**" means any person we appoint from time to time to manage and operate the car park and includes (unless the context requires otherwise) the employees, contractors and agents of that person.

"**we**", "**us**" and "**our**" means NPSC Pty Ltd ACN 635 273 835 and includes, where the context permits the employees, contractors and agents.