

Macarthur Square Car Park – Terms & Conditions

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 the Trade Practices Act 1974.

Bikes, scooters, skateboards, rollerblades, pets and drones are not to be brought into this car park at any time.

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

1. We are not liable to you for, and you release us 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 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.
2. You indemnify us fully against claims by or liability to any other person and any expense we incur in respect of any personal injury, death, theft, loss or damage to the extent that it is caused or contributed to by you.
3. We or another party nominated by us may charge you a fee (i) for parking in the car park, (ii) for not obeying any conditions of parking in the car park (iii) if you require access to the car park after hours, or (iv) require your vehicle to be removed from the car park after hours. You agree to pay the fees set by us as required. We may prevent exit of a vehicle from this car park until we are satisfied that any fee is paid and we will not be liable to you for doing so except to the extent that any liability is caused or contributed to by our negligence.
4. You are responsible for securing your vehicle in the car park. We are not responsible for ensuring that your vehicle is removed by you or persons authorised by you.
5. You must park within the marked boundaries of a parking space and you must not obstruct the entry or exit of any other vehicle or otherwise cause any obstruction in the car park.
6. You must not use those bays that are reserved for emergency vehicles or disabled patrons unless you are lawfully entitled to use those bays and display a valid permit which has not expired.
7. You must not park anywhere that we designate as a no parking or reserved area unless you are authorised by us to park in those areas.

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

9. You must follow signs and instructions by us and any person appointed by us to control the car park and adhere to and follow any directions and regulations displayed in the car park or otherwise communicated to you from time to time.

10. We have the right to enter, move (including to an outside area), drive, prevent the exit or movement of, or have towed away, any vehicle. We are not liable for any damage caused to your vehicle if we move it.

11. We have the right to refuse entry or to remove persons or vehicles for non-adherence to the conditions of entry, failing to follow staff or signage instruction, anti-social behaviour (including unsocial language), violence, theft, vandalism, intoxication, use or influence of illicit substances, dangerous driving, gatherings and any form of car racing or promotion.

12. We have the right to refuse entry to and to remove any bikes, scooters, skateboards, rollerblades, pets or drones brought into this car park at any time.

13. We have the right to capture your numberplate and vehicle information through numberplate recognition cameras and parking guidance systems for the purposes of providing ticketless parking services. You consent to us collecting and using this information. We may refuse to grant you entry to the car park if you do not provide this information.

14. 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.

15. The exclusions of liability in these conditions of entry do not apply to any liability we may have to you as a result of a breach of a condition or warranty implied into these conditions by the Trade Practices Act 1974.

16. We and us refers to GPT Property Management Pty Limited ABN 29 116 099 631 and the owner of the Property and their related entities, any other part owner, employees, contractors and agents appointed from time to time.

17. If we or any of us are trustees of a trust, then we enter into this contract only as a trustee of the trust and any obligations or liabilities are limited to the extent to which we can actually be indemnified out of the assets of the trust (unless we are fraudulent, negligent or in breach of trust).

3 hours free parking*

1. Customers who have been at Macarthur Square for less than three hours will not be required to pay for their parking and can proceed directly to the exit; *excludes Convenience Corner.
2. To be eligible, customers must have been at Macarthur Square for less than three hours on that same day.
3. Directors, management, employees, contractors, retailers and their staff of Macarthur Square or of its related bodies corporate, or third-party companies associated with Macarthur Square, are unable to redeem this offer.

Parking validation – spend

1. If customers spend a minimum of \$150.00 at participating retailers during a single visit to Macarthur Square, the customer will be eligible to receive a total of eight hours **free** parking.
2. To be eligible, customers must present their receipts totalling \$150.00 or more (multiple receipts allowed) to the Guest Service Desk located on Level 3 during trading hours (Monday to Wednesday 9am – 5:30pm, Thursday 9am – 9pm, Friday 9am – 5:30pm, Saturday 9am – 5:30pm and Sunday 10:00am – 5pm).
3. Receipts are only eligible if \$150.00 or more is spent at participating retailers during one day in the promotional period. Multiple receipts can be used to accumulate the \$150.00 spend, provided all receipts must be dated from that same day.
4. A total of 8 hours **free** parking is valid for one day only on the same day as the customer spent the \$150.00.
5. Participating retailers include all retail stores within Macarthur Square.
6. Bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills) are not valid purchases for the purpose of calculating the \$150.00 spend. Receipts from the purchase of gift vouchers, lottery products or tobacco products are also not accepted for the purpose of calculating the \$150.00 spend.
7. Directors, management, employees, contractors, retailers and their staff of Macarthur Square or of its related bodies corporate, or third-party companies associated with Macarthur Square, are unable to redeem this offer.

Park validation – cinema patrons

1. Event Cinemas Macarthur Square patrons will need to keep their movie ticket to be entitled to a total of 4 hours **free** parking on the day of visit at Macarthur Square.
2. Cinema patrons can validate their parking at any pay station, using the barcode on their movie ticket, or by visiting the Guest Services Desk on Level 3 during trading hours (Monday to Wednesday 9am – 5:30pm, Thursday 9am – 9pm, Friday 9am – 5:30pm, Saturday 9am – 5:30pm and Sunday 10:00am – 5pm).
3. A total of 4 hours **free** parking is valid for one day only on that same day as the movie was seen by the patron.
4. Participating retailers include Event Cinemas at Macarthur Square only.
5. Directors, management, employees, contractors, retailers and their staff of Macarthur Square or of its related bodies corporate, or third-party companies associated with Macarthur Square, are unable to redeem this offer.