

## Macquarie Centre - Valet Parking Conditions of Use

These conditions of entry apply to any person or vehicle using the Valet Services in this car park.

You accept these conditions of entry by entering or using the Valet Services in the car park.

If you do not accept these conditions of entry, You must not enter the car park. If You cannot turn Your vehicle around, You may enter the car park but must exit immediately otherwise a fee will apply for the time spent in the car park.

The person presenting this vehicle to Macquarie Centre represents and warrants that he/she is the owner or authorised controller of the vehicle and by leaving their vehicle with the Manager or Us agrees to be bound by these terms and conditions.

All vehicles using Valet Services are not guaranteed parking under cover and are subject to inspection at any time, including taking photographs and/or video of the exterior and interior of vehicles to record any existing damage to the vehicle and its' contents. The person presenting this vehicle agree to the electronic monitoring, including the use of CCTV and licence plate recognition technology at Macquarie Centre. These terms and conditions are in addition to the general terms and conditions which apply to the use of the car park at Macquarie Centre.

- 1. You use the Valet Services at Your own risk. We may refuse patronage in Our absolute discretion.
- 2. To the extent permitted by law, We are not liable for any:
  - 2.1. personal injury to You or anybody else, or
  - 2.2. damage to or theft of Your Vehicle or any other property, or any other Claim whatsoever, except to the extent caused by Us in relation to Your use of the Valet Services.
- 3. You release Us and the Manager from all claims arising from the use of the Valet Services except to the extent caused by Us.
- 4. You are liable to Us for any claim, cost, expense, loss, or damage suffered by Macquarie Centre which is directly or indirectly caused or contributed to by You, or any person authorised by You to operate your vehicle as part of the Valet Services.
- 5. Valet tickets and valuables must not be left in vehicles. Neither We or the Manager has authority, nor do we or the Manager accept any responsibility for the safe custody of any goods. The person presenting the vehicle agrees that the vehicle is left at the person's sole risk.
- 6. We or the Manager may retain the vehicle until the valet ticket (or such other evidence of ownership or entitlement to the vehicle requested by Us) is produced. You authorise Us to release the vehicle to any person who produces the valet ticket as evidence of entitlement to the vehicle.
- 7. You must pay the applicable fee for use of the Valet Service and use of the car park before leaving the car park.
- 8. We or the Manager may move a Vehicle for operational or safety reasons.
- 9. There must be no animals in the vehicle. We will not accept a vehicle with an animal inside.

- 10. If You provide personal information in the course of using or accessing the Valet Services we will deal with that personal information in accordance with Our privacy policy which can be found at www.dexus.com/privacy-policy.
- 11. These conditions of entry are subject to the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 12. In these conditions of entry
  - 12.1. "car park" means this car park and any access ways to and from this car park;
  - 12.2. "claim" means any claim, action, loss, proceeding or demand made by or against a person, however arising and whether present or future, fixed or unascertained, actual or contingent;
  - 12.3. "Manager" means the entity that is responsible for operating the Valet Service in the car park, which as at the date of these Terms and Conditions is Assetlink Services Pty Limited.
  - 12.4. "Valet Service" means the valet car parking service provided at the car park;
  - 12.5. "vehicle" means any vehicle in the car park and includes any mechanical device on wheels or tracks, its equipment and accessories.;
  - 12.6. We", "Us", and "Our" refers to Dexus Shopping Centres Pty Limited (ABN 13 001 595 955), the owner of the Centre, and their related bodies corporate and include their employees, contractors and agents and where the context permits, the Manager;
  - 12.7. "You" means any owner or driver of a Vehicle which has entered the car park.