

## **Valet Parking Terms and Conditions**

1. The person presenting this vehicle to Vicinity represents and warrants that he/she is the owner or authorised controller of the vehicle and by leaving their vehicle with Vicinity, agrees to be bound by these terms and conditions (**'Owner'**).
2. Vicinity does not have authority, nor does it accept any responsibility for the safe custody of any goods.
3. Despite any demand or request to the contrary, Vicinity may, in its sole discretion, park, move and drive the vehicle to any place as Vicinity deems fit during any period of custody, retention or control. The Owner agrees that the vehicle is left with Vicinity at the Owner's sole risk.
4. Parking charges will be payable in respect of any period of retention. Vicinity will have a general lien upon the vehicle and its contents until all sums due for parking and/or other services rendered by Vicinity have been paid.
5. Vicinity may retain the vehicle until the customer claims voucher (or such other evidence of ownership or entitlement to the vehicle requested by Vicinity) is produced to the satisfaction of Vicinity and the services are paid in full. The Owner authorises Vicinity to release the vehicle to any person who produces the customer claims voucher or evidence of ownership or entitlement to the vehicle.
6. Subject to any statutory rights as a consumer which may not be excluded or limited at law, the Owner agrees that he/she is liable for and indemnifies Vicinity in respect of any legal liability, loss, claim or proceeding arising out of any statute or common law in respect of:
  - (a) any damage to, or loss of, the vehicle, its accessories or contents;
  - (b) any personal injury to, or death of, any person;
  - (c) any injury or damage to any real or personal property; or
  - (d) any delay in providing the services to the Owner;insofar as such loss and damage arises whilst the vehicle is in the custody, retention or control of Vicinity, and the Owner releases and indemnifies Vicinity from any claim the Owner might otherwise have in this regard. Where liability has not been effectively excluded by these terms and conditions or by statute, the Owner agrees that the total liability of Vicinity is limited to supplying the services again or payment of the cost of supplying the services.
7. No variations of these conditions will bind Vicinity unless agreed to in writing by Vicinity.
8. Any personal information provided to Vicinity will be dealt with in accordance with Vicinity's privacy policy which can be found at <https://www.vicinity.com.au/privacy-policy>
9. These terms and conditions incorporate Vicinity's conditions of entry to car parks which are displayed at the entry to all Vicinity managed car parks.

In these terms and conditions, 'Vicinity' means Vicinity Centres PM Pty Ltd ACN 101 504 045 (as disclosed agent of the owners of the car park) and the owners of the car park (including their employees, agents contractors and related parties).