

Uptown Parking

Booking Terms

Last updated 1 August 2023

The Pre-Booked Parking Service assists you in using your credit card to pay parking fees for, as well as use your licence plate details to enter and exit, the parking facilities provided by Vicinity at Uptown Parking, 91 Queen Street, Brisbane City Queensland 4000 (the **Carpark**).

1. How to pre-book and enter the Carpark

- i) When you pre-book online:
 - a. Online booking rates may be offered at a discount to the casual parking rates displayed on entry to the Carpark. These rates may also change from time to time.
 - b. You must specify the times at which you will enter and exit the Carpark. The time period between your specified entry and exit times is the **Booking Period**.
 - c. Your online booking is only confirmed when you receive email confirmation of your booking. We recommend that you print out or save your booking confirmation email to your mobile phone as it is your tax invoice. If you do not receive such an email, please check your spam folder.
 - d. We reserve the right to reject your request for a booking or Customer Account and may also revoke your rights to use of the Pre-Booked Parking Service at any time.
 - e. If you require help with your online booking, you can contact us at uptown.parking@vicinity.com.au or call 07 3229 1699.
- ii) When you enter the Carpark using an online booking:
 - a. On arrival, you do not need a ticket and must instead drive slowly up to the entry gate. Provided your vehicle's licence plate matches the licence plate details specified on your booking, the system will read your licence plate details and automatically raise the entry gate.
 - b. To allow for unforeseen changes to your scheduled entry and exit times, you have a 1-hour grace period before your booked entry time to enter and a 1-hour grace period after your booked exit time to exit the Carpark.
 - c. You will be charged in full for your booking if you have not cancelled it earlier than 1 hour before your booked entry time. No refund will be provided if your stay is shorter than the Booking Period unless we are unable to accommodate your vehicle.
 - d. You will be charged additional fees at the casual parking rates displayed on entry to the Carpark if your use of the Carpark extends outside of the Booking Period and 1-hour grace periods or you use a vehicle with a different licence plate to enter or exit the Carpark instead of the licence plate details specified on your booking.
 - e. If you will be driving a vehicle with a different licence plate, you must update the licence plate details for your booking by amending the booking details online at least 1 hour before your booked entry time.
 - f. Please press the help button at the entry if you encounter any difficulties and require assistance with activating your booking.
- iii) The Carpark also offers a limited number of disability parking spaces for people with disabilities. We cannot accept bookings specifically for disability parking spaces and do not warrant that these spaces will be available when you enter.

2. Our Pre-Booked Parking Service

- i) In these Booking Terms, **Pre-Booked Parking Service** means the licence plate-recognition based car park entry, exit and payment system for parking at the Carpark operated by Vicinity Centres PM Pty Ltd (ACN 101 504 045) on behalf of the owners of the Carpark from time to time (referred to as **Vicinity, we, us or our**).

- ii) By using the Pre-Booked Parking Service, you agree to these Booking Terms, the [Vicinity Privacy Notice](https://prebook.uptownbrisbane.com.au/) as well as the notices, terms of entry and disclaimers displayed on this website (<https://prebook.uptownbrisbane.com.au/>) (**Website**) and at the Carpark, which form the agreement between you and Vicinity regarding access to and use of the Pre-Booked Parking Service.
- iii) Please note that we may change or update the fees, charges, terms and conditions that are displayed on the Website and in the Carpark from time to time. You will be required to accept such revised terms the next time you make use of the Pre-Booked Parking Service or the Carpark.

3. Further Conditions of Use

- i) You must comply with all applicable laws when using the Pre-Booked Parking Service and the Carpark, which includes not using the Website while driving and not using the Website to engage in any illegal activities.
- ii) Your online booking must only be used by you or someone authorised by you and must not be transferred, offered for resale or leased to any person (except where you are a Vicinity-authorised Carpark reseller). We may at any time limit the number of online bookings permitted at the Carpark per product or per person.
- iii) While we make our best effort to provide the Pre-Booked Parking service to you continuously, we do not guarantee that this service will be available at all times or that we can provide access to the Carpark at all times.
- iv) Availability of carparking bays is subject to our technical, logistical, operational and security requirements. If we are unable to accommodate you in the Carpark for your Booking Period, we will provide you with a refund or, subject to availability, offer you alternative parking at another nearby Vicinity-managed carpark.
- v) You can choose to access the Pre-Booked Parking Service as a Website guest user or register on the Website for a customer account by setting up a username and password for accessing your account in future (**Customer Account**).
- vi) You are responsible for keeping your username, password and other account details secure. You are also responsible for all activity and use of the Pre-Booked Parking Service using your Customer Account or Nominated Credit Card.
- vii) You are also responsible for ensuring that your vehicle complies with height and size restrictions at the Carpark.
- viii) You are only entitled to a refund if you:
 - a. paid for your online booking using your own credit card and effectively cancelled your booking 1 hour prior to the start time of your Booking Period; or
 - b. we are unable to accommodate your vehicle.
- ix) To avoid doubt, you are not entitled to a refund if you:
 - a. did not pay for your online booking using your own credit card (in which case the person whose credit card was used to make the booking must seek cancellation or refund);
 - b. made your booking via a third party Vicinity-authorised reseller (in which case you must seek cancellation or refund from the reseller);
 - c. you cancel your online booking less than 1 hour prior to the start time of your Booking Period; or
 - d. your vehicle exceeds size or height limits we impose from time to time.

4. Payments, fees, and charges

- i) Fees and charges apply to your use of the Pre-Booked Parking Service as listed and displayed on the Website for a Booking Period or otherwise as displayed upon entry to the Carpark. Fees and charges quoted are GST inclusive and may vary depending on time of booking and availability.
- ii) You will be required to pay any parking charges, administration fees, card transaction fees as well as other fees and charges applicable to your use of the Carpark, either via your credit card when using the Pre-Booked Parking Service, or at a pay station at Uptown Parking.
- iii) When using the Pre-Booked Parking Service, you agree to ensure that there are sufficient clear funds/credit available on your credit card to meet your payment obligations under these Booking Terms.
- iv) Payment processing for the Pre-Booked Parking Service is provided by Advam Pty Ltd (ACN 112 038 169) (**ADVAM**). By providing your credit card details to ADVAM, you warrant that you are an authorised signatory to the credit card specified for making payment and authorise ADVAM to charge parking fees to that credit card in accordance with these Booking Terms.
- v) If you register for a Customer Account, you can choose to store your credit card details, which will be stored and retained by ADVAM for your future transactions in accordance with the Payment Card Industry Data Security Standard.
- vi) If you believe there has been an error in charging your credit card you must contact us via the email address uptown.parking@vicinity.com.au and provide a copy of your receipt or card statement showing the charge you wish to query. If there is a credit card processing issue, we can contact ADVAM and attempt to resolve the problem on your behalf. If we cannot resolve the problem you can refer it to your financial institution.
- vii) If ADVAM incorrectly credits or debits an amount to your credit card, you authorise ADVAM to recover the correct amount from your credit card as a charge under these Booking Terms. Please also note that merchant services fees may be payable for payments made using your credit card.
- viii) If you have opted-in to receive promotional material regarding Uptown Parking, we may send you centre news about upcoming events, activities and promotions via email or SMS.

5. Liability

- i) To the maximum extent permitted by law, Vicinity will not be liable to you, and you agree to release us from any liability (whether in contract, tort, under statute or otherwise), for:
 - any loss, damage, liability, claim, cost or expense including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs or damage; and
 - any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages,which is suffered by you under or in connection with the Pre-Booked Parking Service, the Website or in connection with these Booking Terms.
- ii) You also agree to indemnify us against any loss, damage, liability, claim, cost or expense arising from or in connection with your breach of these Booking Terms or your misuse of, or illegal conduct engaged in using, the Pre-booked Parking Service, the Carpark, the Website or your Customer Account.
- iii) In the event of a breach by Vicinity of a condition, warranty or right under these Booking Terms or by law, to the maximum extent permitted by law, Vicinity's liability for such breach shall be limited to (as determined by Vicinity in its absolute discretion):
 - the replacement of the goods or services or the supply of equivalent goods or services;
 - payment of the cost of replacing the goods or services;
 - reimbursement of any fees deducted in error; or
 - refund of the fees paid for goods or services.

- iv) Whilst we take appropriate technical and organisational measures to safeguard the registration data that you provide, no transmission over the internet can ever be guaranteed secure. Consequently, please note that we cannot guarantee the security of any data that you transfer over the internet to us, ADVAM or the payment gateway.

6. General

- i) Nothing in these Booking Terms is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement. We may assign, novate or otherwise deal with any of our rights or obligations under these Booking Terms without obtaining your consent.
- ii) The laws of Queensland govern these Booking Terms and you agree to submit to the non-exclusive jurisdiction of courts of Queensland.
- iii) Vicinity is the copyright owner of the material on this Website or is licensed by the copyright owner to use the material on this Website. All trademarks, brands and names appearing on the Website are the property of their respective owners. No trademarks, brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion.
- iv) Subject to your compliance with these Booking Terms, Vicinity grants you a revocable, non-exclusive, non-transferable licence to use the Website and the Pre-Booked Parking Service. You must not, and must not allow any third party to, use the Pre-Booked Parking Service for any purpose other than booking and paying parking fees for the Carpark.
- v) Your use of this Website and access to material on this Website does not grant or transfer any right, title or interest to you in relation to this Website or the material published on it. No part of any material on this Website may be linked to, reproduced, adapted, published, distributed or transmitted without the specific written consent of Vicinity.