

VALET PARKING TERMS AND CONDITIONS

Acceptance of Terms and Authority

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'**), whether the vehicle is parked by Vicinity personnel or by the Owner (including where Vicinity permits the Owner to self-park (for example, where keys cannot be provided to staff)).

Personal Property and Condition of Vehicle

2. Vicinity does not have authority, nor does it accept any responsibility for the safe custody of any goods or valuables (including cash, jewellery, electronic devices or personal effects) left in the vehicle, whether or not such items are declared to Vicinity.
3. Vicinity does not undertake any inspection of the vehicle at the time of acceptance and is not responsible for identifying or recording any pre-existing damage. The Owner acknowledges that any damage claims must take into account the vehicle's prior condition.

Handling and Movement of Vehicles

4. 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 (including, without limitation, moving the vehicle for operational, safety or security purposes).
5. The Owner agrees that the vehicle is left with Vicinity at the Owner's sole risk and acknowledges that Vicinity does not assume the responsibilities of a bailee beyond those that cannot be excluded at law.
6. Where the Owner elects a self-park service (where permitted by Vicinity, including where the Owner retains possession of the keys):
 - (a) the Owner must park only in bays or locations as directed by Vicinity personnel;
 - (b) the Owner must comply with all reasonable directions of Vicinity personnel when entering, driving within or exiting the valet car park, and during parking and maneuvering;
 - (c) the Owner must operate the vehicle in a safe manner and in compliance with all applicable laws and signage; and
 - (d) Vicinity does not have custody or control of the vehicle except to the extent required to operate the car park facilities.

Service availability

7. Vicinity does not guarantee the availability, continuity or timeliness of the valet or parking services and may suspend or modify the services at any time for operational, safety or maintenance reasons.

Prohibited Items

8. The Owner must not leave or permit to remain in the vehicle for the duration of the service any:
 - (a) children, infants or other persons;
 - (b) animals, including pets, reptiles or any other live animals;

- (c) hazardous, flammable, explosive, dangerous or illegal substances or materials; or
 - (d) any item which may pose a risk to persons, property or the operation of the car park or valet service.
- 9. Vicinity may refuse to accept, or may refuse to continue to provide services in respect of, any vehicle which:
 - (a) contains or is reasonably suspected to contain any such items;
 - (b) is in an unsafe, damaged or unroadworthy condition; or
 - (c) otherwise presents a safety, operational or reputational risk (acting reasonably).
- 10. The Owner warrants that the vehicle does not contain any such prohibited items and indemnifies Vicinity against any loss, damage, cost or liability arising from a breach of this clause.
- 11. Vicinity may take any reasonable steps it considers necessary to address an actual or suspected breach of this clause (including notifying authorities or arranging for the removal of the vehicle), at the Owner's risk and cost.

Fees, Charges and Payment Terms

- 12. Parking charges will be payable in respect of any period of retention. Vicinity reserves the right to require payment in advance for certain services and may refuse to provide access to the service until payment is made. 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, and Vicinity may recover any unpaid amounts as a debt, including any reasonable costs incurred in doing so.
- 13. Without limiting the above:
 - (a) Vicinity may determine, in its absolute discretion, whether a service is offered on a prepaid or post-paid basis (including where Vicinity permits self-park arrangements);
 - (b) where a service is designated as prepaid, the Owner must make payment in advance as a condition of entry and/or use of the service; and
 - (c) Vicinity may refuse, suspend or discontinue the provision of any service if the Owner does not agree to, or comply with, the applicable payment terms; and
 - (d) Vicinity may apply different pricing (including weekend or peak rates) on any day that is based on demand levels, special events and peak trading and seasonal periods (including high demand periods such as December) to ensure a premium Valet experience.
- 14. Any applicable parking charges will be those displayed at the entrance to the valet car park, within the Centre, online or otherwise communicated to the Owner at the time of entry, and the Owner agrees to pay those fees.

Vehicle Retention, Verification and Release

- 15. 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. Vicinity will only release the vehicle in accordance with the following provisions.
- 16. Vicinity may require the Owner (or any person seeking to collect the vehicle) to provide proof of identity and/or other verification (including matching identification details, digital confirmation, or other security measures implemented by Vicinity) both at the time of vehicle drop-off and at the time of collection.

17. Vicinity will only release the vehicle where it reasonably considers that the person collecting the vehicle is authorised to do so, having regard to the claims voucher, identification and any other verification information requested by Vicinity.
18. The Owner acknowledges that possession of a claims voucher alone may not be sufficient to establish entitlement to collect the vehicle.
19. Vicinity may refuse to release the vehicle where, acting reasonably, it is not satisfied as to the identity or authority of the person seeking collection.
20. The Owner authorises Vicinity to release the vehicle in accordance with this clause and agrees that Vicinity will not be liable for any loss arising from a refusal to release the vehicle in these circumstances.

Abandonment

21. If a vehicle is not collected within a reasonable period, Vicinity will take reasonable steps to identify the Owner and notify them using the contact details provided or otherwise available to Vicinity.
22. If, despite such reasonable steps, the vehicle is not collected within a further reasonable period after notice is given (or attempted), Vicinity may take steps in accordance with applicable laws to treat the vehicle as abandoned, including arranging for its removal, storage or disposal, at the Owner's risk and cost.

Indemnity and Liability

23. 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, except to the extent caused by Vicinity's negligence.
24. 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.

Changes to Terms

25. No variations of these conditions will bind Vicinity unless agreed to in writing by Vicinity.
26. Vicinity may amend these terms and conditions from time to time and in its absolute discretion, with the current version made available at the relevant service location or on Vicinity's website.

Privacy

27. 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>. By using this service, you agree that your personal information may be collected, used and disclosed for the purposes of operating, administering and improving the valet and parking services, including facilitating payment, customer communications and service optimisation.

Breach of Terms

28. Vicinity may, acting reasonably, refuse to provide, suspend or terminate the provision of valet or parking services at any time where the Owner breaches these terms and conditions or fails to comply with any reasonable direction of Vicinity personnel.

Incorporation of Terms

29. 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 and, to the extent of any inconsistency, these terms will prevail in relation to valet and associated premium parking services.

Definitions

30. 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) and includes any third party service providers engaged by Vicinity in connection with the valet or parking services.