

Myer Centre Car Park Conditions Of Entry

All persons entering the car park do so under the following conditions.

1. The Owner may refuse entry to this Car Park to any vehicle or person.
2. In the absence of any negligence or breach of the law by the Owner, your entry into and use of this Car Park is at your own risk and includes personal belongings left in vehicles. Except as set out in condition 3, you will be responsible for damage caused to any property or person by your vehicle or your entry into or use of the Car Park, and for any damage caused to your vehicle. You agree to indemnify the Owner if any claim is made against us or cost incurred by us because of this damage, except to the extent that the damage was caused by the Owner's own negligence or breach of the law.
3. The Owner may enter, drive or move any vehicle left in the Car Park by towing or otherwise at any time if required by law or reasonably necessary for safety or operational purposes. If any damage occurs due to the Owner's negligence while entering, driving or moving the vehicle, the Owner accepts liability for the damage caused.
4. You agree to pay the parking fee set by the Owner each and every time you enter the Car Park. You will not be required to pay the parking fee if you exit the Car Park within ten minutes of entry. For the purposes of calculating the parking fee, charges recommence at 3.00am daily.
5. The Owner under a lien has the right to retain your vehicle, and may prevent your vehicle from leaving the Car Park, until the correct parking fee is paid. You agree to produce your parking entry ticket or proof of payment if requested to do so.
6. You agree:
 - a. to obey all lawful directions given by the Owner;
 - b. to access the Car Park only during the hours the Car Park is open; and
 - c. not to park in any places designated as no parking or reserved areas.
7. The Owner recommends that you inform it in writing if you intend to leave your car in the Car Park for over 14 days. If your car remains in the Car Park for longer than 14 days without prior written notice, the Owner under a lien may treat your vehicle as having been abandoned and may do what is reasonably necessary to remove it from the Car Park (including seeking police assistance).
8. These conditions apply to the exclusion of all others, except for consumer guarantees which cannot be excluded under the Australian Consumer Law and any non-excludable rights under consumer protection laws. If any conditions are illegal or unenforceable, they may be severed from the remainder of the conditions which will remain valid. The conditions may be altered from time to time by the Owner giving notice.
9. CCTV cameras operate throughout the Car Park. Both video and audio from all transactions are recorded.
10. "Car Park" means The Myer Centre Car Park. "Owner" means the legal and beneficial owner of the shopping centre and includes Vicinity Asset Operations Pty Ltd, ACN: 107 048 582, trading as Vicinity Centres, as its manager and agent.