



**The Myer Centre Brisbane Car Park
Online Booking Terms and Conditions (“Terms”)**

Attention:

- **On-line booking rates are available when you pre-book online only**
- **Your booking code will not be active for 60 minutes from the time of your booking transaction.**
- **Bookings are for the actual entry and exit time you specified.**
- **For entry only, there is a 30 minute grace prior to and following your booked entry time to allow for unforeseen circumstances.**
- **You will be charged in full for your Booking if you have not cancelled it earlier than 1 hour before the start of the Booking Period.**
- **If you overstay your booking period additional charges in accordance with the parking rate boards posted at the car park entry will be levied and payable in full prior to removing your vehicle from the car park.**
- **No refund will be made if your stay is shorter than the Booking Period.**
- **When you arrive at the Car Park, our system will use licence plate recognition to try and match your vehicle registration to your booking. When your vehicle registration is matched to your booking, the gate will rise automatically. If for any reason, your vehicle is not matched to your booking, the gate will not rise automatically. Should this occur, please scan the bar code from your booking confirmation under the scanning light.**

1. Introduction

1.1 These terms and Conditions apply only to The Myer Centre Car Park, 91 Queen Street, Brisbane QLD 4000 for Online Bookings and will form the basis of our agreement with you once a Booking is made and you receive our e-mail confirmation.

1.2 If there is anything you do not understand in these Terms or do not agree with, please do not proceed with your Booking. You may contact us at info@myercentrecarpark.com.au with any questions.

1.3 Standard terms and conditions of entry to the car park as displayed at the entry apply to all online bookings. The standard car park conditions of entry are available here: <http://www.myercentrecarpark.com.au>

1.4 By entering the Car Park to fulfil your Booking, you acknowledge that you have read and accepted the Conditions of Entry. A binding agreement between you and us will come into force when:

(a) you have completed and submitted to us an online booking form using our Website at <http://www.myercentrecarpark.com.au> and

(b) we have accepted the booking by providing you a unique booking confirmation.

1.5 Changes in Terms will not affect any Bookings made before an update is posted; however, it is your responsibility to ensure that you are familiar with the latest version of these Terms at the time you make a Booking.

2. Your booking

(a) Your Online Booking is valid only for the date, entry and exit times, product, and price specified in the Online Booking. Use of the car park at other times, or using other products or services, will incur fees at Standard Casual Rates payable prior to exit.

(b) Your Online Booking is not transferable for other car park products.



- (c) You must not resell or lease your Online Booking to any person or attempt to do so.
- (d) We may at any time limit the number of Online Bookings per person.

2 Definitions

2.1 When reading these Terms, the following words or phrases have the attributed meanings:

2.2 "Myer Centre Car Park Authorised Reseller" means a person (or company) expressly authorised by the Myer Centre Car Park to sell Bookings.

2.3 "Booking" means any online booking made through our Website (or through a Myer Centre Car Park Authorised Reseller) for the parking of a Vehicle the Myer Centre Car Park.

2.4 "Booking Confirmation" means the details of your Booking provided on your Booking confirmation sheet that is made available at the time of booking on our Website.

2.5 "Booking Period" means the period between the specific entry and exit times which you have booked, as specified in your Booking Confirmation.

2.6 "Car Park" means the Myer Centre Car Park located at the Myer Centre Brisbane, and "Car Park" shall be interpreted accordingly.

2.7 "Claim" means an action, claim, proceeding, expense or demand.

2.8 "Parking Charge" means the parking charges payable in relation to your booking, as specified in your Booking Confirmation. The Parking charge will include parking fees, booking fees and credit card fees determined by the Myer Centre Car Park or a Myer Centre Car Park Authorised Reseller, only if applicable and only when specified.

2.9 "Parking Rates Board" means any board or notice at the entrance to a Car Park displaying the standard charges to be paid for parking.

2.10 "Vehicle" means any vehicle parked (or to be parked) in the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

2.11 "We, us, our" means the Myer Centre Car Park.

2.12 "Website" means our website its home page, parking booking engine pages and other parking information pages.

2.13 "You, your" means you, the person making a Booking, an agent making a booking for you (if applicable), and (if applicable) any other person who uses a Car Park for the parking of a Vehicle via that Booking.

2.14 The headings are for information only and do not affect the interpretation of these Terms.

3 Our Booking Service

3.1 While we will make our best efforts to provide this service to you continuously, we do not guarantee that our online booking service will be available at all times, or that we can provide access to our Car Parks at all times. Availability of Car Parking bays is subject to our technical, logistical, operational and security requirements.

3.2 If in the unusual event we are unable to accommodate you in the Car Park for your booking, we will provide you with a full refund, unless you purchased your booking from any person other than Myer Centre Brisbane.



To obtain your refund, please provide us with a written request, together with proof of booking and payment and send to Car Park Manager, GPO Box 2464, Brisbane, QLD 4000 or email to info@myercentrecarpark.com.au

- 3.3 The full refund of your Parking Charge will be the full extent of our liability to you.
- 3.4 You agree that you will not attempt to transfer or resell any booking, either on its own or bundled with other products or services.
- 3.5 We reserve the right to limit the number of Bookings per product, or person, at our sole discretion.
- 3.6 Bookings are only valid when you receive a Booking Confirmation on the Website or via email. We recommend you print out or save your Booking Confirmation from the booking page.
- 3.7 The online parking system is only available for cars, light utilities and light vans with a maximum height of 2.0m. Trailers are not permitted.
- 3.8 The Booking is not transferable and must not be offered for resale, except by a Myer Centre Car Park Authorised Reseller. The Booking must only be used by you or someone authorised by you. Note clause 8.2 below in relation to the credit card used to make the Booking.

4 Disabled Spaces

- 4.1 We cannot accept bookings specifically for disabled spaces. Our Car Park includes ample accessible spaces for use by mobility card holders.

5 Cancelling or Amending a Booking

- 5.1 You may cancel or amend your Booking, for any reason, at any time, up to 1 hour before the start of the Booking Period.
- 5.2 You may cancel or amend your booking yourself, at any time up to 1 hour before the start of the Booking Period, by logging in to your account and selecting the relevant options.
- 5.3 If you purchased your Booking from any person other than the Myer Centre Car Park (such as a Myer Centre Car Park Authorised Reseller) and you require a refund or cancellation, you must seek that refund or cancellation from that other person.
- 5.4 You will be charged in full for your Booking if you have not cancelled it earlier than 1 hour before the start of the Booking Period.
- 5.5 You are only entitled to a refund from Myer Centre Car Park where you:
- (a) paid for your Booking using your own credit card;
 - (b) effectively cancel a Booking 1 hour or more prior to the start of the Booking Period; or
 - (c) we are unable to accommodate your vehicle in accordance with clause 3.2(c) of these Terms.
- 5.6 For the avoidance of doubt, you are not entitled to a refund from Myer Centre Car Park if:
- (a) you did not pay for your Booking using your own credit card (for example, if you booked via a third party who processed the Booking using their own credit card);
 - (b) you do not use the whole or part of the Booking;
 - (c) you purchased your Booking from another person (such as a Myer Centre Car Park Authorised Reseller); or



(d) you cancel the Booking less than 1 hours prior to the start of the Booking Period.

6 Prices and How to Pay

6.1 The Parking Charge that you are quoted on our Website includes GST. The Parking Charge is fixed when you make your Booking and any overstay will be charged at the standard rates as published on the parking rates board. Pricing may vary depending on time of booking and availability.

6.2 You can pay for your Booking by using any of the credit cards shown on our Website. Credit cards are the only form of payment we are able to accept.

6.3 When you provide your credit card details and complete you're booking, you are authorising us to charge your credit card with the amount of the Parking Charge.

6.4 If the credit card payment used for your Booking fails then your Booking will not be processed and will not be valid for use.

7 Booking period

7.1 Unless your Booking is cancelled in accordance with clause 5 of these Terms, you agree to pay us to use our Car Parks during the Booking Period.

7.2 No refund will be made if your stay is shorter than the Booking Period.

7.3 For all online bookings, you have a 30 minute grace period prior to, and past your booked entry time to enter. If you arrive more than 30 minutes prior to, or 30 minutes past your booked entry time, or leave late, such that your vehicle remains in the car park more than 10 minutes past your booked exit time, you will be charged for that time at the standard rates as published on the parking rates board.

7.4 Please note that the Parking Rates Board will not reflect car parking rates available on the online parking Website.

8 Arriving at the Car Park

8.1 **IMPORTANT:** Our system uses licence plate recognition to match your vehicle registration to your booking. More than 97% of bookings are automatically matched to the vehicle's registration.

8.2 When you arrive at the Car Park, drive to the entry gate. When your vehicle registration is matched to your booking, the gate will rise automatically. If for any reason, your vehicle registration is not matched to your booking, the gate will not rise automatically. Should this occur, scan the bar code from your booking confirmation under the scanning light. You will be issued your prepaid ticket - you must keep this ticket as you need to place it in the exit gate reader when you are leaving to raise the gate and finish your booking. Please contact us at our contact details listed below if this is not possible (for example, because you lost your booking confirmation).

8.3 Your Booking is valid only for the Myer Centre Car Park.

8.4 Print or Save your Booking Confirmation from the web site and refer to this document for your booking details and for a record of your Booking.

9 Vehicles Permitted in our Car Park

9.1 You are responsible for ensuring that your vehicle complies with size and height restrictions at the Car Park. You are not entitled to a refund if your vehicle exceeds the size or height limits we impose from time to time. Trailers are not permitted.



10 Conditions of Entry to The Myer Centre car park

10.1 The Owner may refuse entry to this Car Park to any vehicle or person.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 The Owner recommends that you inform it in writing if you intend to leave your car in the Car Park for over 30 days. If your car remains in the Car Park for longer than 30 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).

10.8 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.

10.9 CCTV cameras operate in the Car Park.

10.10 "Car Park" means The Myer Centre Car Park. "Owner" means the legal and beneficial owner of the shopping centre and includes Novion Property Management Pty Ltd, ACN: 107 048 582, trading as Novion Property Group, as its manager and agent.

11 Privacy

11.1 In order to process your booking, we will need to collect and store certain information about you including, without limitation, your name, email address, and credit card information. Such information will be collected and retained for the purpose of enabling you to utilise our online booking service and to identify you when you enter or exit the car park. If you have agreed to join The Myer Centre Car Park mailing list, we may also use and disclose your information for the purpose of keeping you informed about promotions, special offers, marketing and goods and services provided by The Myer Centre Car Park and The Myer Centre Brisbane and our related entities and service providers. You will be subscribed to receive email communications from The Myer Centre Brisbane and will be given the opportunity to unsubscribe. By accepting these terms and conditions you authorise the use of such personal information for these purposes as they apply to you.



11.2 All personal information is collected and stored in accordance with the provisions of the Privacy Act 1998 (Cth) and our Privacy Policy. Please refer to this policy for details of how to access and/or correct such information.

12 Governing Law

These Terms and any Booking resulting from them are subject to the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Queensland situated in Brisbane.

13 Reading Down

13.1 In the event that any provision or portion of any provision of these Terms is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of such provisions of these Terms shall not be adversely affected. The offending provision or any part of such provision shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of these Terms shall remain in full force and effect.

14 Feedback

14.1 Any feedback relating to the booking procedure should be made in writing to us at our postal or email address listed below. Please provide us with as much information as possible.

14.2 We will attempt to answer all feedback within 3 working days. If we cannot, we will tell you when we expect to be able to do so.

14.3 If you wish to make a complaint and it is related to an incident, please do so as quickly as possible after the incident as this will better assist our enquiries.

15 How to Contact Us

E-mail us at info@myercentrecarpark.com.au

Telephone us on **(07) 3229 1699**

Write to us at **Myer Centre Car Park, GPO Box 2464, Brisbane, QLD 4000**