



The Myer Centre Brisbane Car Park

Online Booking Terms and Conditions ("Terms")

Attention:

- **On-line booking rates are only available when you pre-book online.**
- **Bookings are for the actual entry and exit time you specified.**
- **You must complete the booking process and make payment at least 30 minutes prior to entering the car park.**
- ***You may enter the car park up to 30 minutes before (but, at least 30 minutes after paying for your booking), and no more than 30 minutes after the entry time that you specified when booking. If you enter outside of this window, your booking will be void.***
- **You will be charged in full for your Booking if you have not cancelled it earlier than 30 Minutes before the start of the Booking Period.**
- **If you overstay your booking period, additional charges in accordance with the online parking rates, 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.**
- **Our system uses licence plate recognition to match your vehicle registration to your booking.**
- **When you arrive at the car park, drive up to the entry gate slowly, the system will read your vehicle registration and the gate will rise automatically. YOU DO NOT NEED A TICKET. If you encounter any difficulties at the entry, you must press the help button, so we may activate your booking.**

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 30 minutes before the start of the Booking Period.

5.2 You may cancel or amend your booking online, yourself, at any time up to 30 Minutes 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 30 Minutes 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 30 Minutes 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 30 Minutes 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 online rates as published on our web page. 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 less than 30 minutes after making your online payment, 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 online rates as published on our web page.



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.

8.2 When you arrive at the Car Park, please drive up to the entry gate slowly, ensuring there is a minimum of 3 metres between you and any vehicle which may be in front of you. When the system matches your vehicle registration to your booking, the entry gate will rise automatically. This should take no more than 2 - 3 seconds. **You do not need a ticket.** Please drive through and park.

8.3 If for any reason the gate does not rise automatically, or you experience any other difficulties, you must press the help button at the entry, so we may activate your booking

8.4 Print or Save your Booking Confirmation from the web site and refer to this document for your booking details. This confirmation is also your tax invoice.

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.