

The Parklands Car Park - Terms and Conditions

ATTENTION ALL PERSONS RESERVING A SPACE IN THIS CAR PARK:

We, the Corporation operate the Car Park located at South Bank Parklands.

The following terms and conditions apply to all who enter, leave or use the Car Park. If you reserve a car park through our online booking system, multiScanhub, you will be taken to have agreed to these terms at the time you confirm your booking. If you are a drive-up customer, by entering the Car Park, whether in a vehicle or not and choosing to remain in the Car Park shortly thereafter entering, you accept these terms and conditions.

If you do not accept the conditions, please **either** (as applicable) do not place an online booking to reserve a park, or immediately leave the Car Park (as applicable, depending upon your means of booking). If you are in a vehicle and cannot safely turn it around, you may let the Car Park attendant know you want to leave and proceed directly to the nearest exit where you may leave without charge provided you do not delay. You agree and acknowledge that the following terms apply for the period in which have entered, but choose to leave the Car Park.

From time to time, in the Corporation's sole discretion, the Corporation may run competitions, promotions or discounts in respect of the Car Park. Such competitions, promotions or discounts in no way alter or affect these terms and conditions as applicable to you in respect of the Car Park.

1. You enter and use this Car Park at your own risk. The Corporation or any of its personnel may refuse you entry to this Car Park, at its discretion, to any vehicle or person.
2. The Corporation does not accept any liability to any person for any loss or damages, including theft, loss and personal injury to any person, vehicle or property in or upon any vehicle; howsoever such theft, loss, damage or injury may arise or be caused.
3. If you have reserved a parking spot in our Car Park through our online booking system, multiScanhub, then the following apply:
 - a) The terms and conditions available at <https://multiscanhub.com/mshubportal/termsandconditions> (**multiScanhub Terms**) apply to you, in addition to these terms and conditions;
 - b) to the extent of any inconsistency between these terms and conditions and the multiScanhub Terms, the multiScanhub Terms shall prevail;
 - c) you agree that licence plate recognition software is used to manage your access and use of the Car Park;
 - d) in the event your payment on multiScanhub is unsuccessful, you must inform the Car Park attendant and settle the Car Park fee with the attendant, before exiting the Car Park; and
 - e) the Corporation is not responsible for any loss or damage resulting from your failure to comply with the multiScanHub Terms.

4. Within this Car Park, there are nested parking areas for which only certain persons are approved to park. If you are not a person approved in the normal manner by the Corporation to park in a nested parking area, you must not park in a nested parking area.
5. If you are a person approved to park in a nested parking area, then the following applies:
 - a) these terms and conditions apply to you when passing through the Car Park to gain access to the designated nested parking area; and
 - b) you must only pass through the easement area in the Car Park designated for use by you in order to gain access to the designated nested parking area, and if you do not park in the designated nested parking area (whether intentionally or by mistake), the following also applies (subject to any contrary requirements under law):
 - c) these terms and conditions apply to you when parking in the Car Park;
 - d) the Corporation may in its absolute discretion charge full rates to you when parking in the public Car Park, rather than in the designated nested parking area; and
 - e) the Corporation reserves the right to prohibit your future use and access to the public Car Park (notwithstanding that access to the designated nested parking area via the easement area shall be permitted) in the event of non-compliance with these terms.
6. The Corporation reserves the right to:
 - a) retain your vehicle until the Corporation is provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in the Corporation's opinion, is satisfactory; and
 - b) deliver your vehicle to anyone in accordance with this clause. The Corporation will not be liable to you even if the person taking the vehicle does not have your authority.
7. If any vehicle is parked within a "No Parking" or "Unauthorised Parking Area", causes an obstruction, safety hazard, nuisance, is left in the Car Park for more than seven consecutive (7) days, or an emergency occurs, the Corporation reserves the right to affix a notice to the vehicle and/or enter, move or tow that vehicle (even if that vehicle is locked) to any location, at the discretion of the Corporation. The Corporation will follow the process under Part 4 of the By-law for the removal, holding and sale of illegally parked vehicles. If the vehicle is moved or towed, it will be moved or towed at your risk and expense or, if you are not the owner, at the owner's risk and expense. The Corporation will not release the vehicle until all charges for parking, moving, towing or storage are paid to the Corporation.
8. You must comply promptly with all signs and all reasonable directions and requests made by the Corporation.
9. You may have access to or remove a vehicle from this Car Park only during the operating hours displayed in the Car Park.

10. Before leaving the Car Park, you must pay the Car Park fee set by the Corporation, as amended from time to time. The Car Park fees are displayed on a sign near the entry gates to the Car Park and on multiScanhub's online portal. The Corporation may prevent the exit of a vehicle from the Car Park until the Car Park fee is paid. When preventing the exit of a vehicle, the Corporation is not liable for any injury, damage or loss which results.
11. If you cannot produce your Car Park ticket, you will be charged the Maximum (Per Day) rate.
12. You must not litter the Car Park, or allow your vehicle to spill or leak oil or other substances.
13. You must pay the Corporation for any damage whatsoever to the Corporation's property (including, but not limited to any oil or other substance which leak from the vehicle, any damages structures or foundations as a result of your or another's driving); and the Corporation's liability for any loss or damages to other people or their property caused by you or your vehicle or anything in or attached to it.
14. You accept that CCTV equipment is in operation and is continuously monitoring the Car Park. CCTV is used by the Corporation for the primary purpose of monitoring the security and safety of patrons. You acknowledge and agree that CCTV recordings may be provided if necessary to the Corporation's security team, Queensland Police or other authorised external agencies in accordance with Australian law or regulations. Please take the opportunity to review our Privacy Policy at www.southbankcorporation.com.au/privacy, before you reserve a Car Park space with us.
15. The Corporation reserves the right to retain any vehicle as a security for monies owed in accordance with these terms. This includes payment for Car Park fees or for any other loss or damages.
16. You must give your full name, address and produce your driver's licence if asked to do so by any employees, agents and/or independent contractors authorised by the Corporation.
17. Use of the Car Park is at your own risk and you release the Corporation to the full extent permitted by law from all claims, demands, actions or suits whatsoever by you resulting from any death or injury to persons or loss or damage to any vehicle, goods or property arising directly or indirectly from your use of or presence in the Car Park whether such death, injury, loss or damage was caused or contributed to by the Corporation, any other vehicle or otherwise.
18. You indemnify (and keep indemnified) the Corporation, from and against all actions and claims arising out of or in any way connected with the entry to the Car Park, parking at the Car Park, storing or driving of your vehicle.
19. You are at all times a licensee of the Corporation and nothing in this agreement or the parking of a car in the Car Park constitutes the Corporation as your bailee.
20. If you are using the valet parking service, you acknowledge that the valet parking service is subject to availability and you agree to make no claim against the Corporation if the valet parking service is not available for any reason whatsoever.
21. The consumption of alcohol, rollerblading, skateboarding, cycling, causing of a public nuisance or wilful damage to any property is prohibited within this Car Park.

The Corporation reserves the right, under sections 83 and 84 of the *South Bank Corporation Act 1989*, to exclude such offenders from the Car Park and report them to the police.

22. Distribution of hand bills or other advertising materials in the Car Park or on vehicles parked in the Car Park is strictly prohibited.
23. All personal information collected by the Corporation is collected in order to facilitate the operation of the Car Park and in accordance with our Privacy Collection Statement available at <https://southbankcorporation.com.au/cmsb/uploads/south-bank-corporation-car-park-access-privacy-collection-statement-september-2023.pdf>.

By continuing with your booking or entering into the Car Park, you consent to personal information being collected, used and disclosed in accordance with our Privacy Collection Statement, including for sending you updates, offers news or other marketing information.

24. The Corporation reserves its rights to exercise any powers or rights under the *South Bank Corporation Act*, By-law and/or regulations.
25. If you breach any of these terms and conditions, under sections 4 and 5 of the By-law the Corporation may issue you with a monetary penalty in accordance with the By-law.
26. These terms and conditions may only be altered by a written agreement between the Corporation and you. These terms and conditions constitute the entire agreement between you and the Corporation relating to the subject matter of this agreement and supersede any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.
27. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
28. Each exclusion of the Corporation's liability in these terms and conditions is subject to any law which restricts or prohibits that exclusion of liability including the *Competition and Consumer Act 2010* (Cth) and similar State legislation
29. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - a) to cancel your service contract with us; and
 - b) to a refund for the unused portion, or to compensation for its reduced value.
30. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract
31. To the extent any loss or damage cannot be excluded under law, our cumulative liability in the aggregate (including in relation to consequential loss) to you will be limited to the maximum daily parking rate of \$36.00.
32. In these terms and conditions, references to:
 - (a) **Australian Consumer Law** is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

- (b) **By-law** means the South Bank Corporation By-law 2004, as amended from time to time.
- (c) **Car Park** means the Parklands Car Park, South Bank.
- (d) **CCTV** means closed circuit television.
- (e) **Corporation** means the South Bank Corporation, a body corporate established under the *South Bank Corporation Act 1989 (Qld)* of Level 3, South Bank House, Stanley Street Plaza, South Bank QLD 4101 and includes the Corporation's employees, agents, and independent contractors.
- (f) **vehicle** includes a vehicle driven, or intended to be driven by you in the Car Park.