

## Conditions of Entry

By entering Ashmore Pitstop ('the Centre') you agree to be bound by the following conditions. If you do not accept these conditions you must immediately leave the Centre. If you violate any of the following conditions, we may immediately remove you and your vehicle from the Centre.

1. The Centre is private property. Access to the Centre is restricted to persons dining, shopping at or conducting business in the Centre.
2. We Reserve the right to:
  - refuse and person admission to the Centre; and
  - require a person to leave the Centre; at our discretion for whatever reason.
3. You must not loiter in or about the Centre or behave in any manner that we consider detracts from the quiet enjoyment of the Centre by others or breaches the peace.
4. Bicycles, skateboards, roller-skates, rollerblades, scooters or any other similar device must not be used, wheeled or ridden inside or about the Centre. Bicycles and scooters must be parked at the designated bicycle racks.
5. Animals are permitted in the Centre, they must be controlled at all times and all waste must be removed by the owner.
6. If you cause any injury or damage to any other person, property or goods at the Centre you shall be liable for all direct, indirect, consequential or special loss or damage sustained by that other person or by the owner of such property or goods AND you indemnify us from any claim, liability and expense which may be brought against us or suffered by us as a result.
7. No leaflets or brochures shall be either affixed to vehicles or otherwise distributed at the Centre without our prior written approval.
8. Consumption of alcohol and smoking of any kind (including electronic cigarettes) is not permitted at the Centre (which includes the car park/s), at any time.
9. No drug use is allowed in the Centre. We have a zero tolerance drug policy and will immediately report any suspected drug use to the Queensland Police.

CAR PARK The car park of the Centre is managed by Centre Management and, having entered the car park, you have agreed to observe the car park terms and conditions of use (as displayed at the entrance to the car park) with Centre Management at all times.

In addition to those terms and conditions, you agree with us as follows:

10. You may only park your vehicle in the car park for a maximum period of THREE (3) hours during one day (not per stay).
11. You enter and use the car park at your own risk and you indemnify us against any loss or damage to person or property that you cause by your actions or omissions while you are in the car park. Further you release and indemnify us from all claims, liability and expenses in respect of any personal injury, death, theft, loss or damage suffered as a result of using the car park.
12. Vehicles must be parked entirely within car space lines.
13. All speed restrictions, traffic flow and signage in the car parks must be observed.
14. You must not cause any obstruction in the car park.
15. Parking is prohibited:
  1. In areas not marked for parking;
  2. In access areas;
  3. In restricted car parks, i.e. loading zones, disabled spaces, etc;
  4. Where 'no parking' or 'no standing' signs are posted;
  5. In such other areas, as we may designate from time to time.
16. Car spaces are for the express purpose of parking one vehicle per space. Washing, waxing, cleaning or servicing of any vehicle by any person is prohibited.
17. We reserve the right to enter, move, drive, park or arrange the towing away of any vehicle: in emergencies, if you park a vehicle contrary to these conditions or the car park terms and conditions, or otherwise whenever we see fit, including leaving such vehicle outside the precincts of the Centre entirely at your risk, without us being liable in any form. If a vehicle is locked, you authorise us to unlock and enter the vehicle for the purposes of this condition, without us being liable for any damage caused to a vehicle during the process of entering or moving a vehicle pursuant to this condition.

18. If we have to engage a towing contractor to tow your vehicle as a result of you breaching these terms and conditions, or for any other reason, you must pay the costs for the towing contractor and storage of your vehicle.
19. You are required to lock any vehicle you park at the Centre and you assume all responsibility for damage to any vehicle, for loss or theft of any valuables from a vehicle and for any other loss or damage of whatever nature.
20. We are not liable under any circumstances for death or personal injury to any person or loss or damage to any property whatsoever, including damage caused to you or your vehicle by other vehicles or any other objects (including shopping trolleys). If you do not agree with these conditions of entry, including the car park conditions 10 to 19 you must immediately leave the Centre and remove your vehicle from the Centre's car park.

## **Interpretation**

INTERPRETATION 'us' or 'we' means each of the owner(s) of the Centre and any manager of the Centre and their related bodies corporate, employees, servants, agents and subcontractors;

'you' and 'your' means yourself and your successors and assigns;

'the Centre' means all buildings forming part of ASHMORE PITSTOP, 400-406 Nerang Road , Ashmore QLD 4214 including the roadways and car park/s;

'car park/s' means all of the property constituting the car parking areas including any entry and exit ramps, loading docks, driveways and any escalators, elevators and stairways servicing car parks.

## **Policy Updates**

This Policy may change from time to time and is available on our website.

## **Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our Privacy Policy please contact us at:

**Centre Management**

**Ashmore Pitstop**

**P.O. Box 659**

**Main Beach Qld 4217**