

## Online Portal Terms and Conditions

### 1. In these Terms and Conditions:

- a. **"Account"** means a customer account for the payment of parking fees;
- b. **"Carpark"** means the Carpark located at the Centre;
- c. **"Centre"** means Charlestown Square, 30 Pearson Street, Charlestown 2290
- d. **"Manager"** means the entity that is responsible for operating the Carpark, which as at the date of these Terms and Conditions is Point Parking Pty Limited (ACN 160 943 911).
- e. **"Online Payment System"** means the system for the Carpark which allows for automated payment for parking via credit or debit cards connected to Accounts;
- f. **Online Portal** means the online portal used to establish and update Accounts for the Online Payment System (available at [parking.charlestownsquare.com.au](http://parking.charlestownsquare.com.au))
- g. **"Vehicle"** means a vehicle with a licence plate that is linked to an Account; and
- h. **"we", "us" and "our"** means GPT RE Limited as trustee of the General Property Trust ABN 58 071 755 609 and includes, where the context permits the employees, contractors and agents.

### Registering an Account

2. To use the Online Payment System, you must create an Account via the Online Portal.
3. By creating an Account, you acknowledge:
  - a. That you are bound by these Terms and Conditions;
  - b. That you are personally liable for the fee for the parking and any other costs that may become payable under these Terms and Conditions.
4. We may in our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) by posting any amendments, variations or replacement terms and conditions on the Online Portal. You will be bound by the amended, varied or replaced terms and conditions until you close your Account. We recommend you check the Online Portal from time to time to see if these Terms and Conditions have changed.
5. Without limiting the above, if:
  - a. You do not comply with these Terms and Conditions or if we have reasonable grounds to believe that you are likely to breach them; or
  - b. You give false, inaccurate or misleading information to us,

We may suspend or terminate your access to your Account and your ability to use the Online Payment System.
6. We may, in our absolute discretion, reject, suspend or cancel an Account or change the Account requirements from time to time.
7. If you wish to be recognised as a staff parker, then you must check the 'I am a retail staff member' option when using the Online Portal which will require you to provide the store name, store manager and your employment type. Once your employment information has been verified by us your account will be updated to recognise your staff member status.

## Collection and Use of Personal Information

8. We will collect personal information when creating an Account. The types of information we may collect include your name, address, phone number, email address, Vehicle registration and license plate information and credit or debit card details, and any other personal information you provide to us through the Online Portal.
9. We may use and share personal information about you when you create an Account in order to:
  - a. Process payments from your use of the Carpark;
  - b. Contact you about your use of the Carpark, your Account, the Online Portal or payments made through the Online Portal;
  - c. Assist with the management, operation and administration of the Carpark, the Online Payment System and the Online Portal;
  - d. Provide you with services, features and functions related to your use of the Carpark;
  - e. Conduct market research and other data analysis regarding the Car Park
  - f. For purposes otherwise set out in our privacy policy.
10. By creating an Account, you consent to information about yourself (including images) being collected and to us disclosing your personal information to third parties (including the Manager and their service providers, law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that such disclosure is lawful under the *Privacy Act* (Cth).
11. If you do not provide your personal information to us, you may not be able to establish an Account.
12. Our privacy policy can be found at <https://www.gpt.com.au/privacy-policy>
13. The Manager's privacy policy can be found at: <https://www.pointparking.com.au/privacy.php>
14. Each privacy policy referred to above contains information relating to how each party collects, uses, accesses, discloses and handles your personal information.
15. You may update your details at any time by logging on to your Account.

## Payments, Fees and Charges

16. License plate recognition technology will be used to capture and record the time of entry of the Vehicle.
17. Additional fees and charges may apply to your use of the Online Payment System from time to time. The amount of these fees and charges will be as listed or specified on the Online Portal.
18. When creating an Account, you may choose to register a debit or credit card (**registered card**). By registering a card you agree to maintain sufficient funds in the Account to pay the fees and charges due in connection with the Vehicle's use of the Carpark. You must pay to your Account a minimum initial balance of \$40 when first activated. Your account balance can be maintained via automatic or manual top ups. Should your Account have insufficient funds to cover any fee or charge due in connection with the Vehicle's use of the Carpark then the Account will be suspended requiring you to pay the casual parking fee at any pay station.
19. Any discounts that you may be entitled to (including staff, senior or disability parking validations) will be applied to the parking fee. Cinema or shopping validations must be scanned at any pay station prior to exiting the Carpark. All discounts will be subject to terms and conditions applying to the provision of such discounts (including any applicable third party terms and conditions that may apply).

20. Staff parking discounts will only be applied if staff parking in the designated staff parking areas as indicated by the shopping centre management team. Parking outside of the designated staff parking areas will result in staff being charged standard parking fees.
21. Each time the Vehicle exits the Carpark you authorise us to debit from your registered card, or registered account balance, any applicable fees and charges.
22. You must pay all fees and charges in connection with the Vehicle's use of the Carpark, including where persons other than you use the Vehicle in the Carpark, and you authorise us to debit from the registered card all such amounts.
23. If a Vehicle is changed, sold or stolen you must notify us immediately. You are liable for any fees and charges incurred in respect of a vehicle linked to your Account using the Carpark until you notify us. The Vehicle will be deactivated from your Account as soon as reasonably practicable after notification.

#### **Credit and Debit Cards and Statements**

24. By providing your credit or debit card details you:
  - a. Warrant that you are the holder of the registered card and are authorised to use it; and
  - b. Authorise us to debit the registered card for all fees and charges associated with your use of the Carpark as specified in these Terms and Conditions.
25. You must ensure there are sufficient clear funds/credit available in any registered card to meet your payment obligations under these Terms and Conditions.
26. You must notify us immediately if the registered card expires, is cancelled, suspended or is otherwise not useable. In these circumstances we may suspend your Account unless you have provided us with details of the alternative credit or debit card.
27. If you believe that fees or charges have been incorrectly debited from your registered card, please notify the Manager.
28. A statement for your account will be available through the Online Portal.

#### **Closing an Account**

29. If you wish to close your Account you must notify us through the Online Portal and pay any outstanding balance.
30. If there is any credit balance in your Account we will refund the credit balance to the registered card linked to your Account within a reasonable time after receiving notification from you to close your Account. The user can close their account via the portal. Before closing the account, they will need to enter a reason why. Once they enter a reason they system will automatically refund any remaining funds.

#### **Credit or Debit Card Information**

31. If you provide your credit or debit card details to us using the Online Portal, your registered card information will be held and stored in cloud-based servers operated by our third party service provider which may be located outside of Australia.
32. Your registered card details are stored in a database owned and managed by a third party payment processing provider engaged by us who provides secure on line payments through the Online Portal and are used for the purposes of:
  - a. Processing payment for Carpark charges as set out in these Terms and Conditions; and
  - b. Storing your registered card details for future use.

33. We require the third party payment processor to comply with our privacy policy and we take reasonable steps to ensure that it will comply with Australian privacy laws, including for the secure storage of information.

34. You can manage your registered card information by accessing it in the Online Portal.

#### **Direct marketing**

35. If you elect in the Online Portal to receive direct marketing communications, we may use your personal information to send you information about offers, promotions, events, Carpark facilities and other facilities and services at the Centre.

36. You can opt out of receiving direct marketing communications from us at any time by unsubscribing to the communications by either logging on to the Online Portal and unchecking the marketing box or by clicking on the 'unsubscribe' link in any email communications to you.

#### **General**

37. We may assign novate or otherwise deal with any of our rights or obligations under these Terms or Conditions without your consent.

38. A failure by us to exercise, or any delay in exercising, any right, power, privilege or remedy under these Terms and Conditions will not impair such right, power, privilege or remedy, or operate as a waiver thereof, in whole or in part.

39. You represent, warrant and undertake to us that:

- a. You have the power, capacity and authority to enter into and observe your obligations under these Terms and Conditions; and
- b. The information you provide to us when creating an Account is true and correct.

40. These Terms and Conditions are governed by, and must be construed in accordance with, the laws of New South Wales and you submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### **Contact us**

41. Enquires can be made via the Charlestown Square Car Park Management Team on (02) 4944 4340.