

General Conditions of Entry

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1. Definitions

In these Conditions of Entry, the following definitions apply:

- **“Car Park”** means the parking facility owned and operated by the Owner forming part of the Property, including entry and exit ramps, loading docks, driveways and elevators and stairways servicing the Car Park.
- **“Owner”** means the registered owner of the Property, or an associated entity including their managers, agents, and employees.
- **“Prohibited Activities”** means any action listed under Clause 6 of these Conditions of Entry, or any other activity identified by the Owner as restricted or impermissible.
- **“Prohibited Items”** means any items that are illegal, hazardous, explosive, flammable, or otherwise pose a safety risk, including unlawful weapons and toxic substances.
- **“Property”** means (separately and together) the properties owned or managed by the Owner across Australia.
- **“Trading Hours”** means the hours during which the Property is officially open to the public, as displayed on signage or advertised by the Owner.
- **“You” and “Your”** means any person entering the Property, including Your guests, invitees, agents, employees or persons who You have control or custody over.

2. Purpose of the Conditions of Entry

These guidelines set out the Owner’s position on the conditions of entry applicable to the Property.

The guidelines aim to provide a practical and balanced approach to ensuring the comfort, safety, and security of all patrons. They reflect the Owner’s commitment to fostering a positive environment that enhances the connection between people and place.

The Owner wants to ensure that all customers, retailers, staff, and visitors to the Property experience a welcoming, safe, and enjoyable environment.

3. Scope of the Conditions of Entry

These guidelines apply to each Property owned and managed by the Owner across Australia.

In addition, these guidelines serve as a framework for ensuring compliance with the Conditions of Entry (Annexure A).

4. Legal Position

The Owner and manager of the Property have the authority to require visitors to leave the Property or to impose conditions on their entry and behaviour, provided these stipulations comply with applicable laws. This authority arises from the fact that, while the Property appears to be a public place, it is privately owned.

All visitors to the Property have an implied licence to enter, but the Owner and any legally appointed managers and agents, including security personnel, store detectives, and staff, are empowered to:

- (a) make decisions about who may enter or remain on the Property; and
- (b) issue individuals with notices prohibiting entry to the Property for a specified duration, for breaching the Conditions of Entry, including possessing Prohibited Items or engaging in Prohibited Activities.

However, these decisions must be reasonable and based on clear and lawful guidelines that ensure the safe and lawful operation of the property.

When appropriate, police may be contacted to respond to incidents.

5. Limitation of Liability and Indemnity

The Owner is not liable for, and You release the Owner from, all claims in respect of any loss, theft, damage, or injury (including personal injury or death) to You, Your vehicle, or Your property, except to the extent that it was caused by the Owner's negligence or wrongful act or omission.

The Owner is not liable, under any circumstances, for any loss of an indirect or consequential nature, including losses which do not naturally arise from the event, such as loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of reputation, and penalties payable under contracts.

You indemnify the Owner against claims by, or liability to, any other person, and any expense incurred by the Owner in relation to any loss, theft, damage, or injury (including personal injury or death), to the extent that it is caused by or contributed to by You or by any person who comes onto the Property with You or in Your vehicle.

If the Owner is a trustee of a trust, the Owner enters into this as a trustee of the trust, and any obligations or liabilities are limited to the extent to which the Owner can actually be indemnified out of the assets of the trust (unless the Owner is fraudulent, negligent, or in breach of trust).

6. Prohibited Activities - Usage Restrictions

The Owner aims to ensure that all customers, retailers, staff, and visitors to the Property have an enjoyable and safe experience. To achieve this, any anti-social, offensive, unsafe, or criminal behaviour will not be tolerated.

The following activities are prohibited in the Property. Please note, this list is not exhaustive and may be updated by the Owner at any time.

- Littering or leaving rubbish outside designated bins.
- Using abusive or offensive language, including gestures, ethnic or racial slurs, or sexually explicit language or behaviour.

- Consuming alcohol in common areas.
- Possessing open alcohol containers or supplying alcohol or tobacco to underage individuals.
- Spitting.
- Loitering, soliciting, or hawking unlawfully or persistently.
- Running in the Property.
- Obstructing pedestrian traffic deliberately or recklessly.
- Distributing flyers, promotional materials, or engaging in unauthorised commercial activities.
- Being under the influence of alcohol or drugs.
- Throwing objects.
- Behaving in a threatening manner.
- Bringing animals (including pets) onto the Property, excluding Assistance Animals as defined under relevant legislation or animals used by authorities. Assistance Animals are permitted throughout the Property, including dining areas, provided they are appropriately identified and You hold the required documentation. Pets are also allowed in external areas of the Property, provided they are on a lead at all times, are not left unattended. Entry to external licenced seating areas is at the discretion of individual retailers.
- Performing unsafe actions or those that may compromise public safety.
- Engaging in violence or unlawful activities.
- Defacing, damaging, or destroying property.
- Smoking, vaping, or using e-cigarettes.
- Carrying unlawful weapons.
- Bringing hazardous or dangerous items (e.g., explosives, flammable materials, or any items that pose a risk to others or property).
- Engaging in vandalism or graffiti.
- Committing theft.
- Committing assault.
- Using, selling, or attempting to purchase illegal drugs.
- The use of bicycles, e-bicycles, skateboards, roller skates/blades, scooters, or e-scooters
- If using a mobility scooter, travelling at a speed exceeding 5 km/h.

7. Personal Presentation

To uphold a safe, pleasant, and welcoming environment for all our visitors, tenants, and staff in the Property, we reserve the right to deny entry where persons:

- Have offensive or inappropriate tattoos.
- Are not wearing footwear, which is required for health and safety purposes.
- Are not wearing appropriate covering.
- Are wearing clothing with offensive or explicit imagery or text.
- Have a dishevelled appearance, including signs of intoxication.

8. Photography, Privacy and Surveillance

To enhance the experience of our visitors, photography for personal use is permitted, but under no circumstances is photography permitted in back-of-house areas, restrooms, or within retail tenancies.

Photography or filming for commercial or external purposes requires prior approval of the Owner and all third parties being photographed or filmed.

Safety, security, privacy, and copyright concerns apply to all photography and filming within the Property. If any activity is found to breach these Conditions of Entry, individuals may be asked to cease photographing or filming.

The Owner may collect and share personal information about You (such as vehicle registration details and CCTV footage) in accordance with the *Privacy Act 1988 (Cth)*, to:

- manage and operate the Property;
- provide You with services, features, and functions related to Your use of the Property; and
- for purposes otherwise set out in the Owner's privacy policy.

By entering and remaining in the Property, You consent to information about Yourself (including images) being collected and disclosed to law enforcement, persons involved in relevant legal or disciplinary actions, and the Owner's service providers, to the extent lawful under the *Privacy Act 1988 (Cth)*.

The Owner's privacy policy is available at <https://www.lancinigroup.com.au/privacy-policy/>.

9. General Conditions

The Owner reserves the right to amend or update these Conditions of Entry at any time without prior notice. It is the responsibility of You to review the current conditions displayed at the Property entrance before entry.

If You experience any damage, loss, or safety concerns while in the Property, You must report the incident to the Owner or its representative as soon as possible.

Failure by the Owner to enforce any provision of these conditions does not constitute a waiver of that provision or any other provision, or give rights to any individual not to comply with these Conditions of Entry.

The Owner makes no express warranties in relation to any services provided within the Property, but acknowledges that by law, consumers have certain rights which cannot be excluded, including guarantees as to the fitness for purpose of services. Nothing in these Conditions of Entry will be read or applied so as to exclude, restrict, or modify, or have the effect of excluding, restricting, or modifying, any condition, warranty, guarantee, right, or remedy implied by law, including the Australian Consumer Law, and which by law cannot be excluded, restricted, or modified.

These conditions apply to the extent permitted by law. If any condition is deemed illegal or unenforceable, it may be severed, and the remaining conditions will remain valid.

These conditions are governed by the laws of Queensland. Any disputes arising from these conditions shall be subject to the exclusive jurisdiction of the courts in Queensland.

10. Contact Information

For all queries regarding these Conditions of Entry, please contact Lancini Property Group on (07) 3002 1800.

Conditions of Entry

Important

All persons entering this Car Park and Property agree to the following conditions.

If you do not accept these conditions, you must immediately exit the Car Park and Property.

1. Your Obligations – Compliance with Signs, Directions, and Hours of Operation

You enter the Car Park and Property at Your own risk.

It is Your responsibility to secure Your vehicle and possessions. You should lock Your vehicle, store valuables out of sight, and, where possible, carry valuables rather than leaving them unattended inside the vehicle.

You must:

- comply with all signs, directions, and instructions given by or on behalf of the Owner;
- park only within marked parking bays, with one vehicle per bay; and
- gain access to or remove a vehicle only during the Trading Hours, unless otherwise authorised by the Owner.

The Owner is not liable for, and You release the Owner from, all claims in respect of any loss (including loss of an indirect or consequential nature), theft, damage, or injury (including personal injury or death) to You, Your vehicle, or Your property, except to the extent that it was caused by the Owner's negligence or wrongful act or omission.

You indemnify the Owner against claims by, or liability to, any other person, and any expense incurred by the Owner in relation to any loss, theft, damage, or injury (including personal injury or death), to the extent that it is caused by or contributed to by You or by any person who comes onto the Property with You or in Your vehicle.

2. Prohibited Activities – Usage Restrictions

The following activities are prohibited in the Car Park:

- leaving children, vulnerable individuals or animals unattended in vehicles;
- parking in bays reserved for emergency vehicles or disabled persons without a valid permit (that has not expired);

- obstructing the entry or exit of any vehicle;
- washing, waxing, cleaning, or servicing of vehicles;
- keeping or storing Your vehicle in the Car Park outside the Trading Hours, unless authorised by the Owner; and
- parking for longer than 3 hours.

The following activities are prohibited in the Car Park and Property:

- littering or leaving rubbish outside designated bins;
- using abusive or offensive language, including gestures, ethnic or racial slurs, or sexually explicit language or behaviour;
- consuming alcohol in common areas or being under the influence of alcohol or drugs;
- distributing flyers, promotional materials, or engaging in unauthorised commercial activities;
- otherwise affecting other persons quiet and peaceful enjoyment of the Carpark or Property;
- the use of bicycles, e-bicycles, skateboards, roller skates/blades, scooters, or e-scooters; and
- smoking, vaping, or using e-cigarettes.

Parking or standing vehicles is prohibited:

- in areas not marked for parking;
- in access or passage areas;
- in areas marked “No Parking” or “No Standing”;
- on ramps; and
- in other areas designated by the Owner.

Pets are allowed only in external areas of the Property, provided they are on a lead at all times, are not left unattended. Entry to external licenced seating areas is at the discretion of individual retailers.

3. Owner’s Rights

The Owner reserves the right to:

- enter, move, drive, park, or tow away any vehicle at the vehicle owner’s expense, including where the vehicle is:
 - causing an obstruction;
 - left in the Car Park overnight or outside of Trading Hours without authorisation; or
 - abandoned;

- require any person or vehicle to leave the Car Park or Property at any time;
- remove persons from the Car Park or Property at any time;
- charge You a fee for:
 - parking in the Car Park;
 - breaching any Conditions of Entry;
 - after-hours access to the Car Park; or
 - the removal of a vehicle left in the Car Park outside of Trading Hours without authorisation.
- deny entry to the Car Park and Property if You:
 - have offensive or inappropriate tattoos;
 - are not wearing footwear, which is required for health and safety purposes;
 - are not wearing appropriate covering;
 - are wearing clothing with offensive or explicit imagery or text; or
 - have a dishevelled appearance, including signs of intoxication.

4. General Conditions

The Owner may collect and share personal information about You (such as vehicle registration details and CCTV footage) in accordance with the *Privacy Act 1988 (Cth)*, to:

- manage and operate the Property;
- provide You with services, features, and functions related to Your use of the Property; and
- for purposes otherwise set out in the Owner's privacy policy.

By entering and remaining in the Property, You consent to information about Yourself (including images) being collected and disclosed to law enforcement, persons involved in relevant legal or disciplinary actions, and the Owner's service providers, to the extent lawful under the *Privacy Act 1988 (Cth)*.

The Owner's privacy policy is available at <https://www.lancinigroup.com.au/privacy-policy/>.

These conditions apply to the extent permitted by law. If any condition is deemed illegal or unenforceable, it may be severed, and the remaining conditions will remain valid.

The Owner reserves the right to amend or update these Conditions of Entry at any time without prior notice. It is the responsibility of You to review the current conditions displayed at the Property entrance before entry.

If You experience any damage, loss, or safety concerns while in the Property, You must report the incident to the Owner or its representative as soon as possible.

Failure by the Owner to enforce any provision of these conditions does not constitute a waiver of that provision or any other provision, or give rights to any individual not to comply with these Conditions of Entry.

5. Definitions

- **“Car Park”** means the parking facility owned and operated by the Owner forming part of the Property, including entry and exit ramps, loading docks, driveways and elevators and stairways servicing the Car Park.
- **“Owner”** means the registered owner of the Property, or an associated entity including their managers, agents, and employees.
- **“Property”** means (separately and together) the properties owned or managed by the Owner across Australia.
- **“Trading Hours”** means the hours during which the Property is officially open to the public, as displayed on signage or advertised by the Owner.
- **“You”** and **“Your”** means any person entering the Property, including Your guests, invitees, agents, employees or persons who You have control or custody over.

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