

MARVEL STADIUM

PARKING SERVICES - FLEXIPASS

Marvel Stadium is a 24-hour and state of the art car parking facility with parking services and in-house security staff members manning the parking office on a 24-hours seven days a week basis.

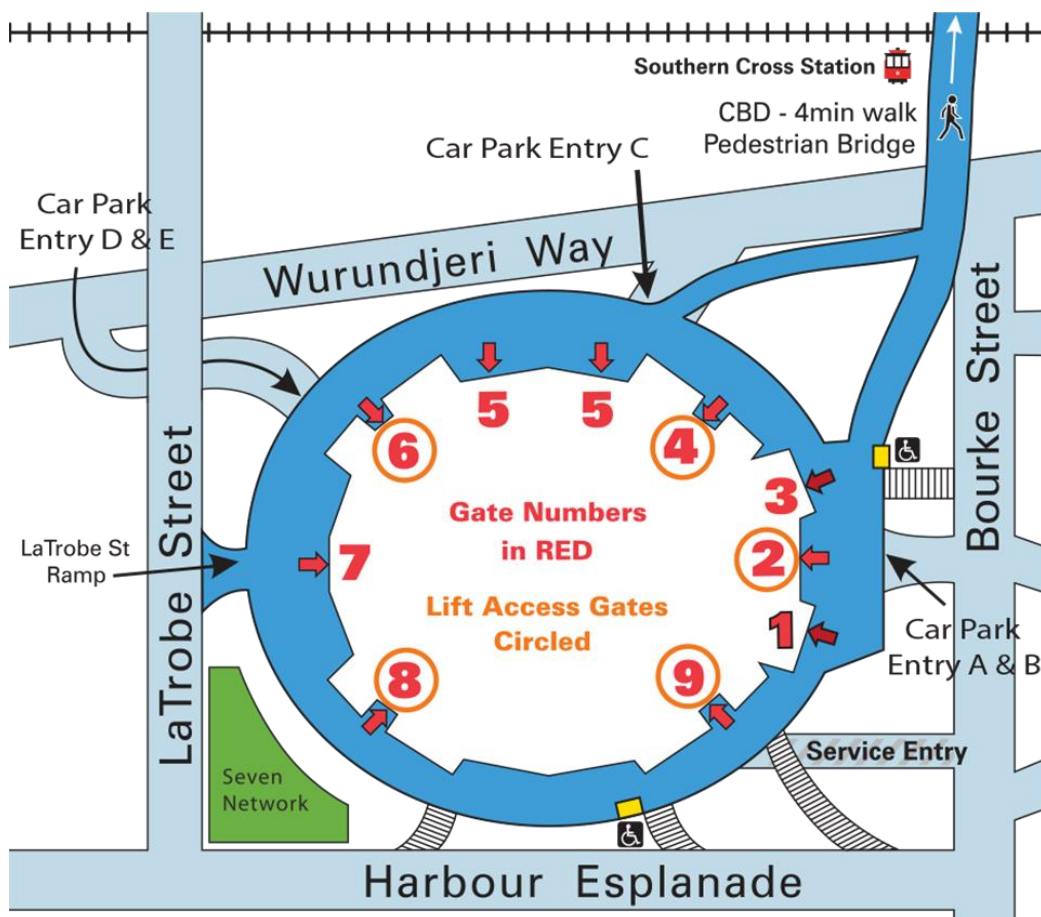
The flexi parking pass gives unrestricted multiple daily entry and exits to the car park, with you paying only for the days you park. There are no lock-in contracts or credit card fees.

PARKING RATES

Daily Parking Rates per car parking space, inclusive of GST:

NON-EVENT DAYS \$19.00

EVENT DAYS \$25.00 (Excluding Concerts and Special Events)



For further information, please contact the Parking Services Team:

Rina Santuccioni | (03) 8625 7201 | parkingservices@marvelstadium.com.au

MARVEL STADIUM PARKING AGREEMENT CONDITIONS

1 Definitions and interpretation

In these Conditions:

- 1.1 **Access Device** means any form of card or identification issued to the Parker by the Company from time to time including a pass check, access card, parking card, window pass, windscreen token or monthly pass;
- 1.2 **Amount Payable** includes the Regular Monthly Parking Charge and any other money payable in accordance with this Agreement;
- 1.3 **Company** includes its successors and assigns and, where applicable, its employees, agents and contractors;
- 1.4 **Parker** includes each person who parks a vehicle in the Car Park under this Agreement and, to the extent applicable, each passenger of that vehicle; and
- 1.5 **Regular Monthly Parking Charge** means the charge for the Parker's previous month of car park usage.

2 Parking Fees & Charges

- 2.1 The Regular Monthly Parking Charge and any other relevant Amount Payable is payable to the Company monthly by direct debit, or as otherwise advised from time to time. The Parker will be emailed an invoice (if an email address is provided by the Parker) each month detailing the Regular Monthly Parking Charge and any other Amount Payable.
- 2.2 Unless expressly provided otherwise, the Amount Payable for any taxable supply (as that expression is defined in the GST legislation) made by the Company to the Parker is exclusive of GST. The Parker must pay to the Company the amount of GST payable at the same time as the Parker pays the Amount Payable.
- 2.3 The Daily Parking Rates may be varied by the Company from time to time. The Parker will be charged at rates current at the time of parking.
- 2.4 Any stamp duty assessed in respect of this Agreement must be paid by the Parker.
- 2.5 If the Parker requests the Company to perform any service not mentioned in this Agreement, including the provision of additional copies of previous monthly statements issued by the Company or doing anything else involving the expenditure of time or money by the Company through no fault of the Company, the Company may invoice the Parker for a reasonable fee for the provision of that service, and the Parker must pay that fee together with the amount of GST payable in respect of it within 14 days of the date of the invoice.

3 Denial of Access

- 3.1 Company is entitled to deny the Parker access to the Car Park if any Amount Payable is unable to be direct debited and remains unpaid after the due date.
- 3.2 On designated Marvel Stadium event days, the Parker must vacate the Car Park as advised by the Company. Failure to vacate will result in additional amounts being charged to the Parker at a rate equivalent to the event day parking rate.

4 Termination

- 4.1 This Agreement may be terminated by either party giving one (1) month's written notice to the other at any time.
- 4.2 Company may terminate this Agreement immediately if the Parker is in breach of this Agreement and does not rectify that breach within a reasonable time as required by the Company.

5 Bay Allocation

- 5.1 The Parker will not have exclusive or guaranteed use of any particular parking bay or car parking space. Parking on event and non-event days is subject to availability.

6 Duties of the Parker

- 6.1 The Parker must:
- allow the Company access to any part of the Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Company;
 - observe and conform to all the rules and regulations relating to the use of the Car Park and issued by the Company from time to time;
 - use the Car Park only during its operating hours or as varied from time to time; and
 - where this Agreement relates to more than one Access Device, maintain records of the relevant Access Devices and corresponding Parker details and make them available to the Company when requested.

7 Access Devices

- 7.1 Each Access Device is and remains the property of the Company.
- 7.2 The Parker will, if not in possession of a valid Access Device when entering or leaving the Car Park, be liable to pay the relevant daily parking rate using the machines in the Car Park.
- 7.3 The Parker must pay the amount charged by the Company for the replacement of a lost or damaged Access Device/s.

8 No Safe Custody

- 8.1 No employee, agent or contractor of the Company has authority to accept any goods for safe custody and the Company will not be liable in any case for any loss of or

damage to any article alleged to have been left with the Company or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.

9 Alteration of Terms and Conditions

- 9.1 The Company may vary these Conditions for safety or operational reasons by adding, altering or deleting any of them and in that event the new Conditions will be binding on the Parker on the Company giving the Parker one (1) month's written notice of the new Conditions.

10 Waiver

- 10.1 No time or other indulgence granted by the Company to the Parker will constitute a waiver of any of its rights under this Agreement or at law and the Company will not be precluded from exercising any such rights against the Parker.

11 Relationship

- 11.1 Nothing in this Agreement creates or will be construed as creating any tenancy or conferring any interest upon the Parker by way of lease or otherwise in the Car Park or any part of it.

12 Assignment

- 12.1 This Agreement is personal to the Parker and the Parker must not assign any rights or obligations under this Agreement without the prior written consent of the Company.

13 Customer Vehicle Assistance

- 13.1 If, at the request of the Parker, the Company provides any form of vehicle assistance to the Parker, including but not limited to recharging the battery of the Parker's vehicle:
- the Parker accepts such assistance at the Parker's own risk in all respects; and
 - if any damage is caused to the Parker's vehicle, the Parker releases and indemnifies the Company from and against any claim which the Parker may otherwise have against the Company in respect of that damage.

14 CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY

- 14.1 The Conditions of Entry and Limitation of Liability displayed at the entrance to and throughout the Car Park, and as attached to this Agreement at Annex 1, are incorporated in this Agreement and apply to this Agreement as if they were set out in full.
- 14.2 In the case of any inconsistency between this Agreement and the Conditions of Entry and Limitation of Liability, this Agreement will prevail.

Annex 1: Conditions of Entry & Limitation of Liability

ATTENTION ALL PERSONS entering this Car Park. The following conditions apply when you enter, leave or use this Car Park. By entering and remaining in this Car Park you enter into a contract with us upon these conditions. If you do not accept these conditions, immediately leave the Car Park. If you are in a vehicle and are unable to turn around you may, subject to these conditions, inform the Car Park attendant that you want to leave and proceed directly to the nearest exit where you may leave without charge providing you do not delay.

- You enter and use this Car Park at your own risk. We may refuse entry by any vehicle or person.
- We are not liable to you or any person with you for:
 - injury to you or to anybody else;
 - damage to, destruction of, theft of or unauthorised delivery up of your vehicle; or
 - damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); howsoever caused (including negligence).
- You agree to release and indemnify us in respect of any claim, demand, action or suit made against us by you or any third party and any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of or presence in this Car Park.
- We will not be liable to you for delivery of your vehicle to any person who did not have the authority to take your vehicle.
- We have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in our opinion, is satisfactory; and if we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the vehicle does not have your authority.
- A parking fee is payable each time a vehicle enters the Car Park. If you bring a vehicle into the Car Park, you agree to pay the parking fee set by us from time to time. We may prevent the exit of a vehicle from this Car Park until the fee is paid and we are not liable for preventing the exit of a vehicle until the fee is paid for or any injury, damage or loss which results.
- We have a general lien over, and the right to retain your vehicle as a security for any money which you owe us. If you fail to pay us, we may sell your vehicle after 30 days to recover money owed to us by you. In selling, we may proceed in such manner as we think fit in our absolute discretion and we are not obligated to obtain the best price.
- You agree to:
 - produce to us, when requested by us, your parking ticket or proof of payment of the parking fee;
 - not to cause any obstruction;
 - not to park anywhere that we designate as a no parking or reserved area; and
 - not to use this Car Park other than in accordance with instructions we may give.
- If you breach any of the conditions in clause 8 above, you will pay us liquidated damages of One Hundred Dollars (\$100.00).
- While in the Car Park you must comply with all signs and all reasonable directions and requests made by us.
- You may only have access to or remove a vehicle from this Car Park during the permitted hours displayed in the Car Park.
- We have the right, at our discretion, to move your vehicle (including moving it to any location outside this Car Park), even if your vehicle is locked. If we remove your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it. If your vehicle is moved as a result of your breach of these Conditions, you must pay our costs for the moving and storage of your vehicle.
- These conditions may only be altered by a written agreement between us and you.
- If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
- Each exclusion of out liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Competition and Consumer Act 2010.
- In these conditions references to:
 - 'we', 'us' and 'our' mean Melbourne Stadiums Limited, ABN 37 098 476 594, its employees, agents and independent contractors; and
 - 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.