



BRISBANE
MARKETS
LIMITED®

**Terms and Conditions of
Vehicle Entry and Parking**

TERMS AND CONDITIONS OF VEHICLE ENTRY AND PARKING

VALID 24 HOURS, 7 DAYS

The Brisbane Markets (this Site) is privately owned and managed by BML. BML authorises PriPark to enforce the terms and conditions of vehicle entry and parking (the Terms and Conditions).

Vehicle entry into this site is restricted to Authorised Vehicles only. By entering and leaving your vehicle on this site, you signify your acceptance of and agreement to comply with the Terms and Conditions. If you do not accept and agree to comply with these Terms Conditions, please do not enter this site.

Infringement	Parking Fee
Parking in an Unauthorised Zone	\$88
Parking in a reserved parking space not licensed to your business or your vehicle	\$88
Parking in a PWD parking space without displaying an Australian disability parking permit	\$88

- 1) You consent to BML collecting your vehicle registration information and disclosing that information, together with your registered name and contact email and/or mobile number (as recorded on BML’s Authorised Vehicle access database) to PriPark for its use to enforce these Terms and Conditions, including to issue you a tax invoice for a Parking Fee, Recovery Fee or legal fees (as the case may be) if you do not comply with these Terms and Conditions. BML’s Privacy Policy is available at www.brisbanemarkets.com.au. The policy sets out how we handle your personal information (as defined in the Privacy Act). It is a non-contractual document prescribed by the Privacy Act. It does not impose any contractual obligations on us, and we disclaim any such contractual obligations.
- 2) You must:
 - (a) comply with all signs and notices displayed at this site;
 - (b) if you licence a reserved parking bay from BML, only park your Authorised Vehicle within your reserved parking bay;
 - (c) not park your Authorised Vehicle in a reserved parking bay not licensed to you;
 - (d) not park in a PWD parking bay without displaying a current Australian disability parking permit issued by a Government Authority; and
 - (e) not park in an Unauthorised Zone, unless you are authorised by BML to do so.
- 3) If you do not comply with any of the Terms and Conditions in clause 2, then in respect of each breach you agree to pay the Parking Fee. You further agree that PriPark may give you notice of a claim for a Parking Fee by forwarding a tax invoice to you or by affixing a tax invoice to your vehicle or by email or SMS.
- 4) If you do not pay the Parking Fee referred to in clause 3 within twenty eight (28) days of the date stated on PriPark’s tax invoice, then you agree to pay to PriPark a further amount of \$43 (the Recovery Fee) at the same time as you pay the Parking Fee. If the Parking Fee and the Recovery Fee remain unpaid for a further fourteen (14) days after the due date, then PriPark may take legal action to recover these amounts from you. You further agree to pay PriPark’s legal costs of \$77.00 for PriPark’s lawyers to demand payment and to indemnify PriPark in respect of all other legal costs and disbursements incurred by PriPark to recover these amounts from you.
- 5) You irrevocably consent to PriPark removing your vehicle by the use of a towing provider for a breach of these Terms and Conditions. You agree that PriPark is under no obligation to release the vehicle unless you have:
 - (a) remedied your noncompliance(s) of these Terms and Conditions or, provided identification in the form

- of a current driver's licence or vehicle registration notice relating to your vehicle; and
- (b) paid a minimum removal fee based on Queensland legislation.
- 6) You must remove all valuables from your vehicle and secure it when unattended. BML does not represent or warrant that secure parking is available at this site and BML will not under any circumstances be responsible for any loss of, damage to or theft of your vehicle or its contents.
- 7) You agree to indemnify BML and PriPark against any and all claims, costs, demands, expenses and legal proceedings whatsoever and howsoever described, incurred or suffered by BML or PriPark arising out of your breach of or noncompliance with these Terms and Conditions, your negligence, or your vehicle access to this site.
- 8) No Person other than the Managing Director of PriPark has authority to vary, waive or excuse noncompliance with any of these Terms and Conditions.
- 9) **DEFINITIONS**
- (a) **Authorised Vehicle** means a vehicle which has been granted conditional vehicle Site Access by BML on the Terms and Conditions for the relevant vehicle access category and includes visitor vehicles which have been registered with BML for visitor Site Access from 9am-2pm and conditionally approved by BML.
- (b) **BML** means Brisbane Markets Limited ABN 39 64 983 017.
- (c) **Government Authority** means without limitation
- (i) the local council and any other government or other authority having jurisdiction over all or any part of the Brisbane Markets®; or
- (ii) the Federal Government, Queensland Government, Local Authorities, WHS Regulator; or
- (iii) Queensland Police Service, Queensland Ambulance Service, Queensland Fire and Emergency Service or any other government regulated authority.
- (d) **Person** means any Person, company, corporation, body corporate, association, firm, business or partnership entering or present in the Brisbane Markets®.
- (e) **PriPark** means PriPark (Qld) Pty Ltd (ABN 28 139 156 719) and includes its authorised agents, contractors, employees, successors and assigns.
- (f) **Privacy Act** means the Privacy Act 1988 (Cth).
- (g) **PWD** means a Person with a physical, sensory, cognitive or intellectual impairment and includes various types of chronic disease.
- (h) **Registered Buyer** means a Person or an employee of that Person to whom BML has issued a current conditional Site Access to conduct buying activities within the Central Trading Area during trading hours.
- (i) **Site Access** means access conditionally consented to by BML in its sole discretion to approved Persons to this site with such access being provided by way of a Site Access Card and/or LPR Vehicle Registration.
- (j) **SMS** means Short Message Service.
- (k) **Unauthorised Zones** means the Tram Tracks and Selling Floor Loading Zones (see diagram on right) from 5am to 9am, Monday to Friday unless the Authorised Vehicle is:
- (i) owned or controlled by a BML Registered Buyer; or
- (ii) owned and controlled by a Person to whom BML has issued a conditional approval to park in the Tram Tracks or the Selling Floor Loading Zones.