

TERMS AND CONDITIONS

1. UPARK SERVICES

1.1 Your agreement with Us

- 1.1.1 In these terms and conditions “UPark” and references to “we” or “our” means the UPark Business Unit of The Corporation of the City of Adelaide (ABN 2 93 76 572).
- 1.1.2 This agreement begins when you use any UPark services including but not limited to when you enter one of our Car Parks, park on-street (kerbside), use a parking ticket-vending machine, use an approved City of Adelaide online parking ticket-vending system, create an account or utilize upark.com.au, customer.upark.com.au or plus.upark.com.au.

1.2 Privacy

- 1.2.1 Although we are not subject to the Privacy Act (Cth), we are committed to protecting your privacy and The Corporation of the City of Adelaide maintains a privacy policy (updated from time to time and published on the website: www.cityofadelaide.com.au/privacy) (Privacy Policy).
- 1.2.2 Your Personal Information (as defined in our Privacy Policy) will be used in connection with all UPark services and managed in accordance with this Privacy Policy. We may disclose that information to our suppliers, contractors and advisors who assist us with these services.
- 1.2.3 If you do not provide us with any Personal Information we may request from you, we may not be able to carry out our functions, provide you with our services or otherwise assist you.
- 1.2.4 We will usually not provide Personal Information to overseas recipients without consent unless required or authorised by law.
- 1.2.5 Our Privacy Policy contains information about how you may access or correct information we hold about you, how you can complain about a breach of privacy and how we will deal with such complaints. You have the right to make a written request that any personal information held by us concerning you is deleted or destroyed. Your request will be reviewed in accordance with relevant laws and business requirements.
- 1.2.6 While we take suitable organisational and technical measures to safeguard the data you provide upon registration, there is never guaranteed security of transmission over the internet. Therefore please note that we are unable to guarantee the security of any data you transfer over the internet to us.

2. CONDITIONS OF ENTRY

2.1 Introduction

- 2.1.1 Parking your car in the car park indicates your acceptance of these conditions. If you do not agree to these conditions, please leave the car park within ten minutes (no charge will be incurred).
- 2.1.2 By entering one of our Car Parks, by pre-booking parking at one of our Car Parks or creating an account on upark.com.au, customer.upark.com.au or plus.upark.com.au, you consent to us using your personal information in accordance with our Privacy Policy.

2.2 Instructions and requirements

- 2.2.1 Lock your vehicle and take the keys with you.
- 2.2.2 Your vehicle and its contents enter and remain in the car park totally at your own risk. UPark shall not be liable for:
 - 2.2.2.1 any damage to or loss or theft of your vehicle or its contents and for any loss suffered by any person as a result.
 - 2.2.2.2 any injury to any person resulting from the use of this car park; and
 - 2.2.2.3 any consequential or indirect damages, or any other form of compensation whatsoever for any acts or omissions of UPark or its servants arising out of the use of the car park, even the acts or omissions were foreseeable.
- 2.2.3 Whether such damage or loss occurred as a result of negligence or otherwise, except where these conditions (or any part of) would contravene any statute (including the Trade Practices Act) or cause part of the conditions to be void.
- 2.2.4 You must:
 - 2.2.4.1 not park in reserved parking bays unless you are authorised by UPark to do so;
 - 2.2.4.2 park within the confines of one bay;
 - 2.2.4.3 not obstruct other vehicles or access to them; and
 - 2.2.4.4 pay the fee set by UPark.
- 2.2.5 Any person requesting to remove a vehicle from the car park without producing the parking ticket/token or paying the fee incurred will be required to produce photographic identity to the satisfaction of the UPark operator.
- 2.2.6 Council may require police attendance when a request is made to remove a vehicle without payment of the fee incurred.

- 2.2.7 For the purpose of customer safety, protection of property and the provision of efficient operation, UPark uses CCTV and alarm security surveillance systems. This means you may be monitored or captured on CCTV footage. UPark also uses Licence Plate Recognition technology and LPR cameras in its operations. We reserve the right to use these images for these purposes and as otherwise required to manage UPark's business.
- 2.2.8 Unless otherwise specified in these Terms & Conditions, UPark has the right to determine if a partial or total refund of fees paid is applicable.

3. TERMS & CONDITIONS: UPARK PLUS

3.1 Introduction

- 3.1.1 These Terms and Conditions (Terms) constitute a legally binding agreement between The Corporation of the City of Adelaide (UPark, we or us) and you (and, if applicable, any person or entity on whose behalf you are using this website or who uses your UPark Plus Credentials to park a vehicle) (collectively, you).
- 3.1.2 By using the UPark website and completing the registration process to set up a Customer Account and purchasing or using UPark products you acknowledge that you have read and understood, and agree to be bound by:
 - 3.1.2.1 these Terms and Conditions;
 - 3.1.2.2 the Conditions of Entry (which are displayed at the entrance of each Car Park and published on our website); and
 - 3.1.2.3 our Privacy Policy (collectively the Terms and Conditions).
- 3.1.3 By entering one of our Car Parks, by pre-booking parking at one of our Car Parks or creating an account on upark.com.au, customer.upark.com.au or plus.upark.com.au, you consent to us using your personal information in accordance with our Privacy Policy.
- 3.1.4 These Terms and Conditions are in effect while you are using the UPark website and/or use your UPark Plus Credentials to enter a UPark Car Park and park.
- 3.1.5 These Terms and Conditions apply to you if you are a Business, Corporation or any other legal entity and an Authorised Representative creates a Customer Account in your name. In doing so, that individual (your Authorised representative) is representing to UPark that they are authorised to accept the Terms and Conditions and you will be bound by them. We will rely on that authority in providing the relevant parking products to you.
- 3.1.6 These Terms and Conditions apply to you if you are the account holder or a person using the UPark Plus products (the driver or Parker) with the authorisation of the account holder. You as the account holder must ensure that all Parkers comply with the Terms and Conditions

and you are liable in the event of any breach by a Parker, even if UPark has a right to claim against a Parker.

- 3.1.7 We may vary these Terms at any time, without notice, by displaying the amended Terms on the Website. You should review the Terms each time before using UPark Plus to park.

3.2 Registering and use of a Customer Account

- 3.2.1 The UPark Plus services can be accessed using the UPark website: upark.com.au or plus.upark.com.au
- 3.2.2 To use and access UPark Plus products on the UPark website, you will need to register for a Customer Account, using a unique email address and password.
- 3.2.3 We will issue a confirmation email if your application to register a Customer Account to use the relevant UPark Plus products is successful.
- 3.2.4 Your Customer Account is unique to you and cannot be transferred.
- 3.2.5 It is your responsibility to ensure your username and password are always kept secure and confidential. We will not be responsible for any unauthorised use.
- 3.2.6 You will be issued with one or more unique UPark Plus Card or other UPark Plus Credentials or you may nominate Vehicle Licence Plate(s) which to enable access to UPark car parks in accordance with the parking product permissions set on your Customer Account.
- 3.2.7 You are responsible for safe custody of the UPark Plus Card or other UPark Plus Credentials and for any fees incurred as a result of the use of the UPark Plus Credentials by you and each Parker whether the use was authorised or unauthorised or known to you or the Parker.
- 3.2.8 Should a UPark Plus Card or other UPark Plus Credentials be lost or stolen, you must update promptly by logging in to your account and following the cancellation and replacement process. We are not liable for any unauthorised use resulting from a lost or stolen UPark Plus card, out of date licence plate, or lost or stolen phone.
- 3.2.9 You should log in and update your UPark Plus account immediately should there be any change to the Vehicle Registration Number you have nominated.
- 3.2.10 Each UPark Plus Card and the associated intellectual property is and remains the property of UPark.
- 3.2.11 We reserve the right to reject your application to register for a Customer Account or to purchase a specific parking product. We also reserve the right to revoke your right to use a Customer Account at any time.

- 3.2.12 You can manage your Customer Account using the self-service features including to:
- 3.2.12.1 apply for products or request to cancel a product on your account;
 - 3.2.12.2 request additional UPark Plus Cards or cancel a UPark Plus Card;
 - 3.2.12.3 request UPark resend or reissue QR codes or other credentials as required.
 - 3.2.12.4 update your Customer Account details;
 - 3.2.12.5 update your nominated credit or debit card for the account; and
 - 3.2.12.6 view your transaction history including UPark Plus parking access events, payments and invoices (for applicable products).

3.3 UPark Plus products and parking services

- 3.3.1 UPark Plus Casual Parking entitles you to:
- 3.3.1.1 park in any Casual Parking Bay available in the Car Park. You / the Parker must not park in bays marked 'Reserved'; and
 - 3.3.1.2 enter and exit the Car Park using the UPark Plus Credentials provided, no ticket is necessary. Taking a ticket at the entry will prevent you / the Parker from using UPark Plus to exit and you must pay the ticket fee by cash, credit or debit card including digital payments.
- 3.3.2 Monthly Reserved Parking entitles you to:
- 3.3.2.1 monthly access to a specific bay at your selected Car Park, unless an authorised person directs you to another site;
 - 3.3.2.2 your selected Car Park, specific Bay Number and Start Date will be confirmed to you in the Schedule contained in the UPark Plus Account Activation notification that we send you by email;
 - 3.3.2.3 if you park in other spaces without permission, we may terminate the Contract immediately and without refunding any of the Fee to you;
 - 3.3.2.4 enter and exit the Car Park using the UPark Plus Credentials provided. The Car Park can be used 24 hours a day 7 days a week; and
 - 3.3.2.5 we have the right to alter the hours of operation of any car park temporarily without prior notice.

- 3.3.3 Monthly Unallocated Parking entitles you to:
- 3.3.3.1 monthly access to any vacant non-reserved bay at your selected Car Park. In the event that a bay is not available, an authorised person may direct you to another site. While car park bay counters are managed to ensure optimal availability, please note that bays may not be available at all times;
 - 3.3.3.2 your Car Park and Start Date will be confirmed to you in the Schedule contained in the UPark Plus Account Activation notification that we send you by email;
 - 3.3.3.3 if you park in a reserved space without permission we may terminate the Contract immediately and without refunding any of the Fee to you;
 - 3.3.3.4 enter and exit the Car Park using the UPark Plus Credentials provided. The Car Park can be used 24 hours a day 7 days a week; and
 - 3.3.3.5 we have the right to alter the hours of operation of any Car Park temporarily without prior notice.
- 3.3.4 You can have Monthly Reserved or Monthly Unallocated Parking and Casual Parking activated on your UPark Plus account. This is the default arrangement when you purchase a Monthly Reserved or Monthly Unallocated Bay. If so, the use of these products will apply in a specific order at the Car Park where you have the Monthly Reserved or Monthly Unallocated Parking product. This will apply as follows:
- 3.3.4.1 if a Customer has more than one UPark Plus Card or multiple Credentials (such as QR code or Vehicle Licence Plate) issued and a single Monthly Reserved or Monthly Unallocated bay, the UPark Plus Card or Credential that first enters the Car Park will be deemed to be the Parker using that Monthly Reserved or Monthly Unreserved bay. If a second UPark Plus Card or Credential then enters the car park and the first card or credential has not exited, the visit of the second card or credential is deemed to be a Casual Parking transaction and a Casual Parking Fee will apply;
 - 3.3.4.2 the approach in 3.3.4.1 shall also apply where a Customer has multiple Monthly Reserved or Monthly Unallocated bays and the number of Parkers entering the Car Park on the UPark Plus Account access cards or other credentials exceeds the number of Monthly Reserved or Monthly Unallocated bays at that Car Park;
 - 3.3.4.3 you can elect to cancel Casual Parking at a specific car park, such as the Car Park where you have Monthly Reserved or Monthly Unallocated bays (only). If so, you can retain Casual Parking capability at all other UParks; and

- 3.3.4.4 on your Customer Account you may have multiple UPark Plus Credentials per Parker and if so, these credentials are linked to facilitate a single parking visit only at any one time. For example, if a Parker enters the car park using their Licence Plate, a second entry on the UPark Plus Card or other UPark Plus Credential linked to that Licence Plate is not permitted. A second Parker on the same Customer Account, using a different Licence Plate or UPark Plus Credentials can enter and will generate a separate parking event.

3.4 Payment and fees

- 3.4.1 For credit or debit card customers when using UPark Plus, you agree to:
 - 3.4.1.1 nominate a credit or debit card as part of registration for your Customer Account (nominated credit or debit card) and ensure that the credit or debit card details which you provide remain correct, valid and current at all times during your use of UPark Plus;
 - 3.4.1.2 update your nominated credit or debit card details via the website should these details change or should your credit or debit card be cancelled, altered, suspended or expire;
 - 3.4.1.3 ensure that there are sufficient clear funds/credit available on your nominated credit or debit card to meet your payment obligations under these Terms and Conditions. We are not liable for any fees charged by your financial institution;
 - 3.4.1.4 authorise UPark to debit your Nominated Credit or debit card for the applicable Casual Parking Fees incurred by any active UPark Plus Card or other UPark Plus Credentials on your Customer Account, Monthly Parking fees, or other applicable fees; and
 - 3.4.1.5 authorise your financial institution to release information to UPark to verify the details of your Nominated Credit or debit card.
- 3.4.2 For customers approved by UPark to pay invoices by EFT (Electronic Funds Transfer) you agree:
- 3.4.3 To pay invoices for the applicable Casual Parking Fees incurred by any active UPark Plus Card, Vehicle Licence Plate or other UPark Plus Credentials on your Customer Account, Monthly Parking fees, or other applicable fees to the bank account nominated by UPark on our invoice.
- 3.4.4 Eligibility for a customer to pay via EFT is at the discretion of UPark.
- 3.4.5 You agree to:

- 3.4.5.1 special Offer Pricing for Casual Parking will be shown on the UPark website at upark.com.au/upark-plus-specials. We may vary this pricing at any time by amending this pricing on the UPark website. We may also email your provided email address to advise you of amendments. You should ensure your contact details are kept updated and review the special offer pricing on the website each time before you use UPark Plus;
- 3.4.5.2 monthly Parking fees for Reserved and Unallocated Parking are specified in the Bay price section of the Schedule in the UPark Plus Account Activation notice that we send you or as amended by UPark from time to time and notified to you;
- 3.4.5.3 authorise UPark to record and use the information in accordance with the Privacy Policy;
- 3.4.5.4 acknowledge and agree that the Customer has no right to any interest earned on the balance or any deposit held by UPark;
- 3.4.5.5 the credit or debit card payment gateway service for the UPark Plus products is provided by UPark's contractor. Your nominated credit or debit card details will be stored and retained by UPark's contractor for your future transactions in accordance with the Payment Card Industry Data Security Standard. You can manage your nominated credit or debit card information by logging into your account, going to the "Modify Account " section and editing your "Payment Details"; and
- 3.4.5.6 where a capped rate fee applies, unless stated otherwise, capped rate is the maximum charged for each visit were you enter and exit on the same day. If you exit and re-enter the same, or another, car park, you will be charged again.
- 3.4.6 If there is insufficient credit or debit available in a nominated credit or debit card to meet your payment obligations under these Terms and Conditions, or your nominated credit or debit card is declined, you may be charged additional fees and charges and/or interest by your financial institution and your Customer Account may be suspended. If your Customer Account is suspended, you may be prevented from leaving the UPark Car Park and you will be required to pay any applicable Casual Parking Fees at a pay station or exit before exiting the UPark Car Park. We may elect to cancel the Customer Account in the event that the nominated credit or debit card is repeatedly declined. We are not liable for any fees charged by your financial institution.
- 3.4.7 If your nominated credit or debit card expires and you enter the Car Park using a UPark Plus Credential you will need to pay another way at the Pay Station or Exit before you leave the UPark Car Park. You will need to pay another way until such time as you update your Customer Account with a valid credit or debit card including digital payments.

- 3.4.8 The fees are due and payable as follows:
- 3.4.8.1 casual Pay as you Go (PAYG) fees are payable at the time of completion of the parking transaction and UPark will process payment at the exit from the car park;
 - 3.4.8.2 casual Pay Later fees are payable immediately upon invoice and UPark will process payment to your nominated credit or debit card via direct debit upon issue of the invoice;
 - 3.4.8.3 monthly Parking fees are payable immediately upon invoice and payment will be processed to your nominated credit or debit card unless you are an approved EFT customer;
 - 3.4.8.4 invoices for customers that we approve for payment by EFT (Electronic Funds Transfer) are due and payable 14 days from the date of invoice; and
 - 3.4.8.5 failure to pay the fees when due may result in your access to the car park being suspended or cancelled.
- 3.4.9 Eligibility for Pay Later products is at the discretion of UPark.
- 3.4.10 Monthly Parking charges and Casual Pay Later charges will be invoiced on the first of each month or if part-month charges will apply for Reserved and Unallocated products, the following will apply:
- 3.4.10.1 if you purchase a new Monthly Reserved or Unallocated product commencing part way through the month the charges for the period from the start date to the end of the calendar month will be calculated on a pro-rata basis and:
 - (a) credit or debit card customers will be invoiced and payment deducted from the Account Credit on the Start Date; or
 - (b) approved EFT customers will be invoiced on the first of the next month for payment in accordance with Section 3.4.8.
 - 3.4.10.2 if you cancel a Monthly Reserved or Unallocated product and the Cancellation Effective Date is part way through the next month we will invoice you for the full month parking fee and on the Cancellation Effective Date we will return the amount paid to us for the days from the Cancellation Effective Date to end of the month. The amount of the parking fee returned to you will be calculated on a pro rata basis and:
 - (a) for credit or debit card customers we will refund the nominated Credit or debit card; or
 - (b) for approved EFT customers we will issue a credit to be taken up against future charges. Or in the event that all products are cancelled and the account is to be

closed then a refund will be issued within 14 days of the closure date.

3.5 Cancellation and termination

- 3.5.1 You may elect to cancel your UPark Plus product(s) via your Customer Account using the online process. Notice periods apply for the cancellation of Monthly Parking products.
- 3.5.2 You may cancel the Casual Parking product on your account without notice.
- 3.5.3 You may cancel Monthly Parking products, including Reserved and Unallocated products at any time by giving UPark one month's notice using the online process and nominating the cancellation date. If you do not provide a cancellation date your nominated credit or debit card will continue to be charged on a monthly basis. We are not liable for any fees as a result of you not providing a cancellation date.
- 3.5.4 We will notify you by email when your cancellation request has been processed for your Monthly Parking product and will confirm the Cancellation effective date. Your UPark Plus Credentials will provide access to the product until this date.
- 3.5.5 We may elect to cancel the parking services at any time due to your non-compliance with the Terms and Conditions or at our discretion.
- 3.5.6 We may be unable to provide you with the services in some circumstances.
- 3.5.7 If we are unable to provide you with the relevant parking services we will attempt to provide you with a suitable alternative or refund the applicable amount of the relevant parking fee charged to you.
- 3.5.8 The limit of UPark's liability is the amount of the parking charge. UPark is not liable for any loss or damages suffered by any person as a result of UPark cancelling or being unable to provide the parking services.
- 3.5.9 If applicable, we will charge any additional fees such as a UPark administrative, processing or other fees and charges to your nominated credit or debit card or invoice you for payment in accordance with these terms.

3.6 Access and security

- 3.6.1 Allocation of UPark Plus Card or UPark Plus Credentials:
 - 3.6.1.1 we will supply UPark Plus Credentials, such as a UPark Plus Card(s), QR(s) codes or we will record your nominated Vehicle Licence Plate(s) for you to enter and exit the UPark Car Park. To gain entry or to exit the Car Park, the UPark Plus Credentials must be produced and scanned;
 - 3.6.1.2 you are responsible for keeping the UPark Plus Card or other UPark Plus Credentials secure and must notify us

immediately if they are lost or stolen by logging in to your Customer Account and following the online cancellation and replacement process. You are responsible for any parking fees incurred on the UPark Plus Credentials until such time that you cancel them; and

3.6.1.3 if there has been unauthorised use of your Customer Account as a result of circumstances beyond your control (such as hacking or fraudulent duplication of your UPark Plus Credentials, but not including loss or theft of UPark Plus Credentials or disclosure of your username and password), we may at our discretion refund to you some or all amounts incurred as a result of that unauthorised use. You agree to provide any evidence or information we may reasonably request regarding any suspected unauthorised use of your Customer Account.

3.6.2 We are entitled to deny a holder of UPark Plus Credentials access to the car park for any reason at any time.

3.6.3 Regardless of any request you may make to the contrary, we may remove any vehicle left within the car park in contravention of these Terms and Conditions or any other applicable terms and conditions.

3.6.4 You must comply with the reasonable instructions of UPark staff in accessing UPark's premises, information technology systems and/or other UPark controlled infrastructure and equipment.

3.6.5 You the account holder or any person using the UPark Plus Credentials to park must comply with the Conditions of Entry displayed in the car park.

3.7 Your information

3.7.1 Any information you provide in connection with your Customer Account registration must be accurate and complete.

3.7.2 You must advise us if any of the information you have provided to us changes. To do so you must log in to your Customer Account and modify the relevant account details.

3.8 Promotional, marketing and publicity

3.8.1 As a Customer you consent to UPark sending you electronic messages and emails regarding any promotional, marketing and publicity activities that we may offer.

3.8.2 You may unsubscribe from receiving any promotional, marketing and publicity related communications by following the unsubscribe directions provided in the messages or by updating your Customer Account settings online.

3.9 **Direct promotions**

- 3.9.1 We may from time to time offer promotions, including promotional rates, directly to specific Customers. Direct promotions under this clause are separate from any Special Offer Pricing which may apply generally under clause 4.3.1.
- 3.9.2 We reserve the right to offer direct promotions, to set promotional rates, and to choose Customers who are eligible for direct promotions, on whatever basis we see fit. Bases upon which Customers may be chosen to be eligible for a direct promotion may include:
 - 3.9.2.1 UPark locations used by the Customer;
 - 3.9.2.2 frequency with which a Customer uses UPark products;
 - 3.9.2.3 times at which a Customer uses UPark products;
 - 3.9.2.4 time since the Customer last used UPark products; and
 - 3.9.2.5 amount spent by a Customer on UPark products.
- 3.9.3 Customers who are eligible for a direct promotion will be contacted by email (Direct Promotion Email). A Direct Promotion Email will set out terms and conditions which apply to the promotion. We reserve the right to include any terms and conditions which we see fit in a Direct Promotion Email. Terms and conditions set out in a Direct Promotion Email are in addition to (and may expressly or impliedly modify) these Terms and Conditions and the UPark conditions of entry.
- 3.9.4 Only Customers who receive a Direct Promotion Email from us can be eligible for the promotion contained in the Direct Promotion Email (and only in accordance with the terms and conditions set out in the Direct Promotion Email).
- 3.9.5 A Customer who receives a Direct Promotion Email may be ineligible for the promotion contained in the Direct Promotion Email if a term or condition in the Direct Promotion Email disqualifies them from the promotion. For example, the terms and conditions in a Direct Promotion Email may provide that Customers with multiple accounts are ineligible for a promotion if one of their accounts does not meet the circumstances giving rise to eligibility for the promotion.
- 3.9.6 The offering of any direct promotion does not give rise to any right or expectation that the promotion will be carried out, continued, renewed, or repeated. Further, notwithstanding anything in a Direct Promotion Email, we reserve the right to modify or cancel any direct promotion, for some or all Customers eligible for the promotion, in whatever way and for whatever reason we see fit.
- 3.9.7 Where a capped rate fee applies, unless stated otherwise, capped rate is the maximum charged for each visit. If you exit and re-enter the same, or another, car park, you will be charged again.

- 3.9.8 Direct promotions exclude UPark Central Market unless otherwise specified in the promotion.
- 3.9.9 Welcome To The City promo:
 - 3.9.9.1 promo will only be approved on authorised email domains;
 - 3.9.9.2 the 50% discount is valid for the first 10 visits (equivalent of 2 weeks parking) at any of our 10 UPark locations;
 - 3.9.9.3 each entry and exit counts as one visit. Multiple entry and exits on the same day will use multiple visits;
 - 3.9.9.4 after the 10th visit standard UPark Plus discounted capped rates apply;
 - 3.9.9.5 accounts with multiple credentials will share the 10 visits across all linked credentials to that account; and
 - 3.9.9.6 promo is valid for 2 months and can be redeemed anytime from the relocation date.

3.10 **Privacy**

- 3.10.1 Your Personal information (as defined in our Privacy Policy) will be managed in accordance with our Privacy Policy.
- 3.10.2 We are not subject to the Privacy Act but we are committed to protecting your privacy. We collect Personal Information to carry out our functions to provide and market our services. We may disclose that information to our suppliers, contractor and advisors who assist us in these activities.
- 3.10.3 If you do not provide us with any Personal Information we may request from you, we may not be able to carry out our functions, provide you with our services or otherwise assist you.
- 3.10.4 We will usually not provide Personal Information to overseas recipients without consent unless required or authorised by law.
- 3.10.5 Our Privacy Policy contains information about how you may access or correct information we hold about you, how you can complain about a breach of privacy and how we will deal with such complaints. You have the right to make a written request that any personal information held by us concerning you is deleted or destroyed. Your request will be reviewed in accordance with relevant laws and business requirements.
- 3.10.6 While we take suitable organisational and technical measures to safeguard the data you provide upon registration, there is never guaranteed security of transmission over the internet. Therefore, please note that we are unable to guarantee the security of any data you transfer through the internet to us.

3.11 No safe custody or liability

- 3.11.1 No employee, agent or contractor of UPark has authority to accept any goods for safe custody and UPark will not be liable in any case for any loss or damage to any article alleged to have been left with UPark or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 3.11.2 UPark is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with UPark for safe custody, whether the loss of or damage arises from negligence, theft or any other cause.
- 3.11.3 UPark is not liable for any loss you suffer arising out of or in any way connected to the provision of parking by UPark (whether arising from negligence or otherwise) including, without limitation, any change to the services set out in these Terms and Conditions or inaccuracies or errors in any information related to parking, services or pricing.
- 3.11.4 You acknowledge and agree that you are solely responsible for the safe parking of your vehicle in the Car Park and that your vehicle is switched off, the ignition keys are removed, and the vehicle is securely locked.

3.12 Risk

- 3.12.1 To the extent the law permits, we are not liable for the loss of, or any damage to, vehicles, accessories, contents or other property while in the Car Park or otherwise on UPark premises, whether the loss or damage arises from theft, negligence, collision or any other cause. We will not be liable for release of the vehicle to any person, whether or not that person has authority to possess it. You acknowledge and agree that no employee, contractor or agent of UPark has authority to accept any goods for safe custody. You use the Car Park and leave the vehicle at your own risk.
- 3.12.2 We may remove any vehicle left in the Car Park in contravention of these Terms.

3.13 Liability

- 3.13.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms and Conditions.
- 3.13.2 If a supply under these terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (ACL), nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits us to limit our liability, our liability will be limited to:

- 3.13.2.1 in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - 3.13.2.2 in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 3.13.3 Subject to clauses 3.13.1 and 3.13.22, our liability and that of our related entities will be limited to the amount of the Casual Parking Fee paid by you.
- 3.13.4 Under no circumstances are we liable for any incidental, special, indirect, consequential or punitive loss or damage of any character, including any lost profits, lost opportunity or loss of reputation. In addition we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is:
 - 3.13.4.1 caused by your acts or omissions or the acts or omissions of other users of the Car Park; or
 - 3.13.4.2 otherwise in excess of what an ordinary person in a like situation would suffer, or which is caused by circumstances unique to your situation.
- 3.13.5 You indemnify us and our related entities against all losses, damages, costs, expenses and liabilities (including without limitation legal fees and disbursements) incurred as a result, directly or indirectly, of:
 - 3.13.5.1 any breach of these Terms and Conditions or law;
 - 3.13.5.2 any death, illness or personal injury to any person or any damage to any real or personal property directly or indirectly caused or contributed to by any wilful, malicious, unlawful or negligent act or omission; or
 - 3.13.5.3 the unsafe or illegal operation of a Vehicle by you, except to the extent that any negligent act or omission by us contributed to the cost, expense, loss or damage.

3.14 Notices

- 3.14.1 Where applicable any notice, approval or consent relating to these Terms and Conditions or the agreement between UPark and the Customer may be given by logging in to your Customer Account and following the directions provided in the UPark website.
- 3.14.2 Unless otherwise set out in these Terms and Conditions, any notice, approval, consent or other communication relating to these Terms and Conditions or the agreement between UPark and the Customer will be sent by electronic mail to the other party's address. For the giving of Notice, your email address is the email address supplied by you in your user Customer Account and UPark's email address is plus@upark.com.au

3.15 **Contact us**

Please do not hesitate to send us any queries, comments or requests for information you may have regarding these Terms and Conditions by email at plus@upark.com.au

3.16 **General**

3.16.1 Unless the context requires otherwise:

3.16.1.1 any reference to the Customer Account, Customer, the User or UPark includes that party, its successors, legal representatives, authorised persons and permitted assigns;

3.16.1.2 a reference to a person includes an individual, corporation, partnership, association a governmental body and any other entity; and

3.16.1.3 words importing the singular include the plural and vice versa.

3.16.2 Unless otherwise provided, we may in our discretion give (conditionally or unconditionally) or withhold any approval or consent under these Conditions.

3.16.3 You must not assign or otherwise deal with these Conditions or any right or obligation under these Conditions without our written consent.

3.16.4 These Conditions cover the entire agreement and understanding between you and us with respect to your use of the UPark website and supersede any prior agreement or understanding.

3.16.5 If there is any conflict between anything in these Conditions and anything else on the UPark website, these Conditions prevail.

3.16.6 A waiver of a provision of or right under these Conditions by us must be in writing signed by us and is effective only to the extent set out in the written waiver.

3.16.7 The failure, delay, relaxation or indulgence in exercising a power or right under these Conditions is not a waiver of that power or right.

3.16.8 An exercise of a power or right under these Conditions does not preclude a further exercise of it or the exercise of another right or power.

3.16.9 Any indemnity or release in these Conditions survives termination of access to the UPark website. Any other provision in these Conditions intended to do so, survives the suspension or termination of access to the UPark website.

3.16.10 The validity and interpretation of these Conditions are governed by the laws of South Australia. Any dispute in connection with these Conditions is subject to the exclusive jurisdiction of the courts of South Australia.

- 3.16.11 Nothing in these terms and conditions or the agreement between you and UPark creates or will be construed as creating any tenancy or conferring any interest on you by way of lease or otherwise in the car park or any part of it.

3.17 Definitions

In these Conditions, unless the context otherwise requires:

- 3.17.1 ‘Authorised Representative’ means the individual that is the authorised representative of the Business, Corporation or any other legal entity in which name the Customer Account is created. When an individual provides the business, company or entity details to create or modify the Customer Account or to make product selections or to accept the Terms and Conditions they are representing to us that they have the authority to bind the Business, Corporation or any other legal entity to the Terms and Conditions.
- 3.17.2 ‘Car Park’ means a UPark car park in the City of Adelaide.
- 3.17.3 ‘Casual Parking Bay’ means a parking bay inside the Car Park that is not marked ‘RESERVED’.
- 3.17.4 ‘Casual Parking Fee’ means the fee calculated based on the casual parking rates as displayed in the UPark car park for the length of your stay unless Special Offer Pricing applies.
- 3.17.5 ‘Conditions of Entry’ means the UPark Conditions of Entry as updated from time to time and published on the website: www.upark.com.au and displayed at the car park.
- 3.17.6 ‘nominated credit or debit card’ means the valid credit or debit card you provide and record in your Customer Account that is accepted by UPark for payment of any relevant fees and charges.
- 3.17.7 ‘Customer’ can be defined as the Individual, Business, Corporation (or legal entity) named in the Customer Account, the parker or user.
- 3.17.8 ‘Customer Account’ means the account containing your details set up via the UPark website and used to apply for and/or purchase UPark Plus products.
- 3.17.9 ‘Parker or User’ means the person using the UPark Plus Credentials to enter the carpark and park a vehicle or the person using the online Customer Account if this person is not one and the same as the Customer.
- 3.17.10 ‘Personal Information’ has the meaning set out in the Privacy Act. We are not subject to the Privacy Act but are committed to protecting your privacy.
- 3.17.11 ‘Privacy Policy’ means the City of Adelaide Privacy Policy as updated from time to time and published on the website: www.cityofadelaide.com.au/privacy

- 3.17.12 'Special Offer Pricing' means any discount or promotion applicable to the UPark Plus Customer Account, including UPark Plus discounted prices published on the UPark website.
- 3.17.13 'UPark' and references to 'we' or 'our' means the UPark business unit of the Corporation of the City of Adelaide (ABN 20 903 762 572).
- 3.17.14 'UPark Plus' means a suite of products and parking services offered by UPark.
- 3.17.15 'UPark Plus Credentials' means the access card, QR code or other access media issued by UPark for you to access the UPark car park(s) and use UPark products and/or the vehicle licence plate(s) that you nominate in your Customer Account for this purpose.
- 3.17.16 'UPark website' means www.upark.com.au and the online platform that permits you to create a Customer Account, access and manage this account and purchase UPark products.
- 3.17.17 'Vehicle' means any motor vehicle specified or for the purpose of your registration, and any other motor vehicle in respect of which the UPark product is used.

3.18 Interpretation

In these Conditions, unless the context otherwise requires:

- 3.18.1 headings do not affect interpretation;
- 3.18.2 singular includes plural and plural includes singular;
- 3.18.3 words of one gender include any gender;
- 3.18.4 a reference to a party includes its employees, officers, contractors, executors, administrators, successors and permitted agents and assigns;
- 3.18.5 a reference to a person includes an individual, partnership, corporation, association, government body and any other entity;
- 3.18.6 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 3.18.7 a provision is not to be construed against us only because we prepared it;
- 3.18.8 an unenforceable provision or part of a provision may be severed, and the remainder of these Conditions continues in force, unless this would materially change the intended effect of these Conditions; and
- 3.18.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

4. UPARK APP

4.1 Introduction

- 4.1.1 These Terms and Conditions (Terms) constitute a legally binding agreement between The Corporation of the City of Adelaide (UPark, we or us) and you (and, if applicable, any person or entity on whose behalf you are using this website or who uses your UPark App Credentials to park a vehicle) (collectively, you).
- 4.1.2 By using the UPark website and completing the registration process to set up a Customer Account or purchasing or using UPark products you acknowledge that you have read and understood, and agree to be bound by:
 - 4.1.2.1 these Terms and Conditions;
 - 4.1.2.2 the Conditions of Entry (which are displayed at the entrance of each Car Park and published on our website); and
 - 4.1.2.3 our Privacy Policy (collectively the Terms and Conditions).
- 4.1.3 By entering one of our Car Parks, by pre-booking parking at one of our Car Parks or creating an account on upark.com.au, customer.upark.com.au or plus.upark.com.au, you consent to us using your personal information in accordance with our Privacy Policy.
- 4.1.4 These Terms and Conditions are in effect while you are using the UPark website and/or use your UPark App Credentials to enter a UPark Car Park and park.
- 4.1.5 These Terms and Conditions apply to you if you are a Business, Corporation or any other legal entity and an Authorised Representative creates a Customer Account in your name. In doing so, that individual (your Authorised representative) is representing to UPark that they are authorised to accept the Terms and Conditions and you will be bound by them. We will rely on that authority in providing the relevant parking products to you.
- 4.1.6 These Terms and Conditions apply to you if you are the account holder or a person using the UPark App products (the driver or Parker) with the authorisation of the account holder. You as the account holder must ensure that all Parkers comply with the Terms and Conditions and you are liable in the event of any breach by a Parker, even if UPark has a right to claim against a Parker.
- 4.1.7 We may vary these Terms at any time, without notice, by displaying the amended Terms on the Website. You should review the Terms each time before using UPark App to park.

4.2 Registering and Use of a Customer Account

- 4.2.1 The UPark App services can be accessed using the UPark website: customer.upark.com.au

- 4.2.2 To use and access UPark App products on the UPark website, you can register for a Customer Account, using a unique email address and password.
- 4.2.3 We will issue a confirmation email if your application to register a Customer Account to use the relevant UPark App products is successful.
- 4.2.4 Your Customer Account is unique to you and cannot be transferred.
- 4.2.5 It is your responsibility to ensure your username and password are always kept secure and confidential. We will not be responsible for any unauthorised use.
- 4.2.6 You may be issued with one or more unique UPark App Card or other UPark App Credentials or you may nominate Vehicle Licence Plate(s) which to enable access to UPark car parks in accordance with the parking product permissions set on your Customer Account.
- 4.2.7 You are responsible for safe custody of the UPark App Credentials and for any fees incurred as a result of the use of the UPark App Credentials by you and each Parker whether the use was authorised or unauthorised or known to you or the Parker.
- 4.2.8 Should UPark App Credentials be lost or stolen, you must update promptly by logging in to your account and following any relevant cancellation and replacement process. We are not liable for any unauthorised use resulting from a lost or stolen UPark App Credential, out of date licence plate, or lost or stolen phone.
- 4.2.9 You should log in and update your UPark App account immediately should there be any change to the Vehicle Registration Number you have nominated.
- 4.2.10 Each UPark App Credential and the associated intellectual property is and remains the property of UPark.
- 4.2.11 We reserve the right to reject your application to register for a Customer Account or to purchase a specific parking product. We also reserve the right to revoke your right to use a Customer Account at any time.

4.3 Payment and Fees

- 4.3.1 For credit or debit card customers when using UPark App, you agree to:
 - 4.3.1.1 nominate a credit or debit card as part of registration for your Customer Account (nominated credit or debit card) and ensure that the credit or debit card details which you provide remain correct, valid and current at all times during your use of UPark App;

- 4.3.1.2 update your nominated credit or debit card details via the website should these details change or should your credit or debit card be cancelled, altered, suspended or expire; and
- 4.3.1.3 ensure that there are sufficient clear funds/credit available on your nominated credit or debit card to meet your payment obligations under these Terms and Conditions. We are not liable for any fees charged by your financial institution.
- 4.3.1.4 Authorise UPark to debit your Nominated Credit or debit card for any and all applicable fees;
- 4.3.1.5 Authorise your financial institution to release information to UPark to verify the details of your Nominated Credit or debit card.
- 4.3.2 You agree to:
 - 4.3.2.1 Authorise UPark to record and use the information in accordance with the Privacy Policy.
 - 4.3.2.2 Acknowledge and agree that the Customer has no right to any interest earned on the balance or any deposit held by UPark.
 - 4.3.2.3 The credit or debit card payment gateway service for the UPark App products is provided by UPark's contractor. Your nominated credit or debit card details will be stored and retained by UPark's contractor for your future transactions in accordance with the Payment Card Industry Data Security Standard. You can manage your nominated credit or debit card information via your Customer Account.

4.4 Cancellation and Termination

- 4.4.1 We may elect to cancel the parking services at any time due to your non-compliance with the Terms and Conditions or at our discretion.
- 4.4.2 We may be unable to provide you with the services in some circumstances. If we are unable to provide you with the relevant parking services we will attempt to provide you with a suitable alternative or refund the applicable amount of the relevant parking fee charged to you.
- 4.4.3 The limit of UPark's liability is the amount of the parking charge. UPark is not liable for any loss or damages suffered by any person as a result of UPark cancelling or being unable to provide the parking services.
- 4.4.4 If applicable, we will charge any additional fees such as a UPark administrative, processing or other fees and charges to your nominated credit or debit card in accordance with these terms.

4.5 Access and Security

- 4.5.1 Allocation of UPark App Credentials:

4.5.1.1 We will supply UPark App Credentials, such as QR(s) codes and will record your nominated Vehicle Licence Plate(s) for you to enter and exit the UPark Car Park. To gain entry or to exit the Car Park, the UPark App Credentials must be produced and scanned.

4.5.1.2 You are responsible for keeping the UPark App Credentials secure and must notify us immediately if they are lost or stolen. You are responsible for any parking fees incurred on the UPark App Credentials until such time that you cancel them.

4.5.1.3 If there has been unauthorised use of your Customer Account as a result of circumstances beyond your control (such as hacking or fraudulent duplication of your UPark App Credentials, but not including loss or theft of UPark App Credentials or disclosure of your username and password), we may at our discretion refund to you some or all amounts incurred as a result of that unauthorised use. You agree to provide any evidence or information we may reasonably request regarding any suspected unauthorised use of your Customer Account.

4.5.2 We are entitled to deny a holder of UPark App Credentials access to the car park for any reason at any time.

4.5.3 Regardless of any request you may make to the contrary, we may remove any vehicle left within the car park in contravention of these Terms and Conditions or any other applicable terms and conditions.

4.5.4 You must comply with the reasonable instructions of UPark staff in accessing UPark's premises, information technology systems and/or other UPark controlled infrastructure and equipment.

4.5.5 You the account holder or any person using the UPark App Credentials to park must comply with the Conditions of Entry displayed in the car park.

4.6 Relationship

4.6.1 Nothing in these terms and conditions or the agreement between you and UPark creates or will be construed as creating any tenancy or conferring any interest on you by way of lease or otherwise in the car park or any part of it.

4.7 Your information

4.7.1 Any information you provide in connection with your Customer Account registration must be accurate and complete.

4.7.2 You must advise us if any of the information you have provided to us changes. To do so you must log in to your Customer Account and modify the relevant account details.

4.8 Promotional, Marketing and Publicity

- 4.8.1 As a Customer you consent to UPark sending you electronic messages and emails regarding any promotional, marketing and publicity activities that we may offer.
- 4.8.2 You may unsubscribe from receiving any promotional, marketing and publicity related communications by following the unsubscribe directions provided in the messages or by updating your Customer Account settings online.

4.9 Direct promotions

- 4.9.1 We may from time to time offer promotions, including promotional rates, directly to specific Customers.
- 4.9.2 We reserve the right to offer direct promotions, to set promotional rates, and to choose Customers who are eligible for direct promotions, on whatever basis we see fit. Bases upon which Customers may be chosen to be eligible for a direct promotion may include:
 - 4.9.3 UPark locations used by the Customer;
 - 4.9.3.1 Frequency with which a Customer uses UPark products;
 - 4.9.3.2 Times at which a Customer uses UPark products;
 - 4.9.3.3 Time since the Customer last used UPark products;
 - 4.9.3.4 Amount spent by a Customer on UPark products.
 - 4.9.3.5 Any other eligibility criteria we see fit
- 4.9.4 Customers who are eligible for a direct promotion will be contacted by email (Direct Promotion Email). A Direct Promotion Email will set out terms and conditions which apply to the promotion. We reserve the right to include any terms and conditions which we see fit in a Direct Promotion Email. Terms and conditions set out in a Direct Promotion Email are in addition to (and may expressly or impliedly modify) these Terms and Conditions and the UPark conditions of entry.
- 4.9.5 Only Customers who receive a Direct Promotion Email from us can be eligible for the promotion contained in the Direct Promotion Email (and only in accordance with the terms and conditions set out in the Direct Promotion Email).
- 4.9.6 A Customer who receives a Direct Promotion Email may be ineligible for the promotion contained in the Direct Promotion Email if a term or condition in the Direct Promotion Email disqualifies them from the promotion. For example, the terms and conditions in a Direct Promotion Email may provide that Customers with multiple accounts are ineligible for a promotion if one of their accounts does not meet the circumstances giving rise to eligibility for the promotion.

- 4.9.7 The offering of any direct promotion does not give rise to any right or expectation that the promotion will be carried out, continued, renewed, or repeated. Further, notwithstanding anything in a Direct Promotion Email, we reserve the right to modify or cancel any direct promotion, for some or all Customers eligible for the promotion, in whatever way and for whatever reason we see fit.
- 4.9.8 Where a capped rate fee applies, unless stated otherwise, capped rate is the maximum charged for each visit. If you exit and re-enter the same, or another, car park, you will be charged again.
- 4.9.9 Direct promotions exclude UPark Central Market unless otherwise specified in the promotion.

4.10 **Privacy**

- 4.10.1 Your Personal information (as defined in our [Privacy Policy](#)) will be managed in accordance with our [Privacy Policy](#).
- 4.10.2 We are not subject to the *Privacy Act* but we are committed to protecting your privacy. We collect Personal Information to carry out our functions to provide and market our services. We may disclose that information to our suppliers, contractor and advisors who assist us in these activities.
- 4.10.3 If you do not provide us with any Personal Information we may request from you, we may not be able to carry out our functions, provide you with our services or otherwise assist you.
- 4.10.4 We will usually not provide Personal Information to overseas recipients without consent unless required or authorised by law.
- 4.10.5 Our Privacy Policy contains information about how you may access or correct information we hold about you, how you can complain about a breach of privacy and how we will deal with such complaints. You have the right to make a written request that any personal information held by us concerning you is deleted or destroyed. Your request will be reviewed in accordance with relevant laws and business requirements.
- 4.10.6 While we take suitable organisational and technical measures to safeguard the data you provide upon registration, there is never guaranteed security of transmission over the internet. Therefore, please note that we are unable to guarantee the security of any data you transfer through the internet to us.

4.11 **No safe custody or liability**

- 4.11.1 No employee, agent or contractor of UPark has authority to accept any goods for safe custody and UPark will not be liable in any case for any loss or damage to any article alleged to have been left with UPark or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 4.11.2 UPark is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with UPark for safe custody,

whether the loss of or damage arises from negligence, theft or any other cause.

- 4.11.3 UPark is not liable for any loss you suffer arising out of or in any way connected to the provision of parking by UPark (whether arising from negligence or otherwise) including, without limitation, any change to the services set out in these Terms and Conditions or inaccuracies or errors in any information related to parking, services or pricing.
- 4.11.4 You acknowledge and agree that you are solely responsible for the safe parking of your vehicle in the Car Park and that your vehicle is switched off, the ignition keys are removed, and the vehicle is securely locked.

4.12 Risk

- 4.12.1 To the extent the law permits, we are not liable for the loss of, or any damage to, vehicles, accessories, contents or other property while in the Car Park or otherwise on UPark premises, whether the loss or damage arises from theft, negligence, collision or any other cause. We will not be liable for release of the vehicle to any person, whether or not that person has authority to possess it. You acknowledge and agree that no employee, contractor or agent of UPark has authority to accept any goods for safe custody. You use the Car Park and leave the vehicle at your own risk.
- 4.12.2 We may remove any vehicle left in the Car Park in contravention of these Terms.

4.13 Liability

- 4.13.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms and Conditions.
- 4.13.2 If a supply under these terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (**ACL**), nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits us to limit our liability, our liability will be limited to:
 - 4.13.2.1 in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - 4.13.2.2 in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 4.13.3 Subject to clauses 4.13.1 and 4.13.2, our liability and that of our related entities will be limited to the amount of the Casual Parking Fee paid by you.

- 4.13.4 Under no circumstances are we liable for any incidental, special, indirect, consequential or punitive loss or damage of any character, including any lost profits, lost opportunity or loss of reputation. In addition we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is:
- 4.13.4.1 caused by your acts or omissions or the acts or omissions of other users of the Car Park; or
 - 4.13.4.2 otherwise in excess of what an ordinary person in a like situation would suffer, or which is caused by circumstances unique to your situation.
- 4.13.5 You indemnify us and our related entities against all losses, damages, costs, expenses and liabilities (including without limitation legal fees and disbursements) incurred as a result, directly or indirectly, of:
- 4.13.5.1 any breach of these Terms and Conditions or law;
 - 4.13.5.2 any death, illness or personal injury to any person or any damage to any real or personal property directly or indirectly caused or contributed to by any wilful, malicious, unlawful or negligent act or omission; or
- 4.13.6 the unsafe or illegal operation of a Vehicle by you, except to the extent that any negligent act or omission by us contributed to the cost, expense, loss or damage.

4.14 Notices

- 4.14.1 Where applicable any notice, approval or consent relating to these Terms and Conditions or the agreement between UPark and the Customer may be given by logging in to your Customer Account and following the directions provided in the UPark website.
- 4.14.2 Unless otherwise set out in these Terms and Conditions, any notice, approval, consent or other communication relating to these Terms and Conditions or the agreement between UPark and the Customer will be sent by electronic mail to the other party's address. For the giving of Notice, your email address is the email address supplied by you in your user Customer Account and UPark's email address is upark@cityofadelaide.com.au

4.15 Contact us

Please do not hesitate to send us any queries, comments or requests for information you may have regarding these Terms and Conditions by email at upark@cityofadelaide.com.au

4.16 General

- 4.16.1 Unless the context requires otherwise:

- 4.16.1.1 any reference to the Customer Account, Customer, the User or UPark includes that party, its successors, legal representatives, authorised persons and permitted assigns.
 - 4.16.1.2 a reference to a person includes an individual, corporation, partnership, association a governmental body and any other entity; and
 - 4.16.1.3 words importing the singular include the plural and vice versa.
- 4.16.2 Unless otherwise provided, we may in our discretion give (conditionally or unconditionally) or withhold any approval or consent under these Conditions.
- 4.16.3 You must not assign or otherwise deal with these Conditions or any right or obligation under these Conditions without our written consent.
- 4.16.4 These Conditions cover the entire agreement and understanding between you and us with respect to your use of the UPark website and supersede any prior agreement or understanding.
- 4.16.5 If there is any conflict between anything in these Conditions and anything else on the UPark website, these Conditions prevail.
- 4.16.6 A waiver of a provision of or right under these Conditions by us must be in writing signed by us and is effective only to the extent set out in the written waiver.
- 4.16.7 The failure, delay, relaxation or indulgence in exercising a power or right under these Conditions is not a waiver of that power or right.
- 4.16.8 An exercise of a power or right under these Conditions does not preclude a further exercise of it or the exercise of another right or power.
- 4.16.9 Any indemnity or release in these Conditions survives termination of access to the UPark website. Any other provision in these Conditions intended to do so, survives the suspension or termination of access to the UPark website.
- 4.16.10 The validity and interpretation of these Conditions are governed by the laws of South Australia. Any dispute in connection with these Conditions is subject to the exclusive jurisdiction of the courts of South Australia.
- 4.16.11 Nothing in these terms and conditions or the agreement between you and UPark creates or will be construed as creating any tenancy or conferring any interest on you by way of lease or otherwise in the car park or any part of it.

4.17 Definitions

In these Conditions, unless the context otherwise requires:

- 4.17.1 “Authorised Representative” means the individual that is the authorised representative of the Business, Corporation or any other legal entity in which name the Customer Account is created. When an individual provides the business, company or entity details to create or modify the Customer Account or to make product selections or to accept the Terms and Conditions they are representing to us that they have the authority to bind the Business, Corporation or any other legal entity to the Terms and Conditions.
- 4.17.2 “Car Park” means a UPark car park in the City of Adelaide.
- 4.17.3 “Casual Parking Bay” means a parking bay inside the Car Park that is not marked ‘RESERVED’.
- 4.17.4 “Casual Parking Fee” means the fee calculated based on the casual parking rates as displayed in the UPark car park for the length of your stay unless Special Offer Pricing applies.
- 4.17.5 “Conditions of Entry” means the UPark Conditions of Entry as updated from time to time and published on the website: www.upark.com.au and displayed at the car park.
- 4.17.6 “nominated credit or debit card” means the valid credit or debit card you provide that is accepted by UPark for payment of any relevant fees and charges.
- 4.17.7 “Customer” can be defined as the Individual, Business, Corporation (or legal entity) named in the Customer Account, the parker or user.
- 4.17.8 “Customer Account” means the account containing your details set up via the UPark website and used to apply for and/or purchase UPark App products.
- 4.17.9 “Parker or User” means the person using the UPark App Credentials to enter the carpark and park a vehicle or the person using the online Customer Account if this person is not one and the same as the Customer.
- 4.17.10 “Personal Information” has the meaning set out in the Privacy Act. We are not subject to the Privacy Act but are committed to protecting your privacy.
- 4.17.11 “Privacy Policy” means the City of Adelaide Privacy Policy as updated from time to time and published on the website: www.cityofadelaide.com.au/privacy
- 4.17.12 “Special Offer Pricing” means any discount or promotion applicable to the UPark App Customer Account, including UPark App discounted prices published on the UPark website.

- 4.17.13 “UPark” and references to ‘we’ or ‘our’ means the UPark business unit of the Corporation of the City of Adelaide (ABN 20 903 762 572).
- 4.17.14 “UPark App” means a suite of products and parking services offered by UPark.
- 4.17.15 “UPark App Credentials” means the access card, QR code or other access media issued by UPark for you to access the UPark car park(s) and use UPark products and/or the vehicle licence plate(s) that you nominate in your Customer Account for this purpose.
- 4.17.16 “UPark website” means www.upark.com.au and the online platform that permits you to create a Customer Account, access and manage this account and purchase UPark products.
- 4.17.17 “Vehicle” means any motor vehicle specified or for the purpose of your registration, and any other motor vehicle in respect of which the UPark product is used.

4.18 Interpretation

In these Conditions, unless the context otherwise requires:

- 4.18.1 headings do not affect interpretation;
- 4.18.2 singular includes plural and plural includes singular;
- 4.18.3 words of one gender include any gender;
- 4.18.4 a reference to a party includes its employees, officers, contractors, executors, administrators, successors and permitted agents and assigns;
- 4.18.5 a reference to a person includes an individual, partnership, corporation, association, government body and any other entity;
- 4.18.6 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 4.18.7 a provision is not to be construed against us only because we prepared it;
- 4.18.8 an unenforceable provision or part of a provision may be severed, and the remainder of these Conditions continues in force, unless this would materially change the intended effect of these Conditions; and
- 4.18.9 the meaning of general words is not limited by specific examples introduced by ‘including’, ‘for example’ or similar expressions.

5. ONLINE PREBOOKING SYSTEM

5.1 Definitions

In this Agreement:

- 5.1.1 Access license plate means the license plate nominated by you at the point of booking to be used to access the Car Park to redeem the reservation.
- 5.1.2 Booking Confirmation means the confirmation issued to you by UPark to accept your booking request (or cancellation request if applicable) submitted online via the UPark prebooking system. The Booking Confirmation shall specify the time, date, price and Car Park for the accepted booking request (or the same details for a cancelled booking request as applicable) and it will include a unique order number.
- 5.1.3 Car Park means the Car Park detailed in the Booking Confirmation.
- 5.1.4 Conditions of Entry means the UPark Conditions of Entry as updated from time to time and published on the website: www.upark.com.au/ and displayed at the Car Park.
- 5.1.5 Grace Period means the period of time before the entry time and following the exit time specified in the Booking Confirmation during which you may access the Car Park to redeem your Reservation without additional charges.
- 5.1.6 Closing Time means the time at which the Car Park closes on the Reservation date as listed in the link from 'More info' or in your confirmation email.
- 5.1.7 Parker, User and references to you and your means the person making the online booking and entering the Car Park to redeem the Reservation, or any other person that enters the Car Park to redeem the Reservation in the event that the person booking is not one and the same as the person entering the Car Park
- 5.1.8 Parking Charge means the charges for the parking services provided by UPark and referred to in the Booking Confirmation issued to you by UPark.
- 5.1.9 Privacy Policy means the City of Adelaide Privacy Policy as updated from time to time and published on the website: www.cityofadelaide.com.au/privacy
- 5.1.10 Reservation means the booking of a UPark parking space for the time, date, price and Car Park specified in the Booking Confirmation issued to you by UPark.
- 5.1.11 Reservation Period means the entry and exit times and dates specified in the Booking Confirmation issued to you by UPark.
- 5.1.12 UPark prebooking system means the online booking system operated via the UPark Website.
- 5.1.13 UPark and references to we or our means the UPark business unit of the Corporation of the City of Adelaide (ABN 20 903 762 572).
- 5.1.14 UPark Website means upark.com.au and app.customer.upark.com.au

5.2 Interpretation

In this Agreement, unless the context requires otherwise:

- 5.2.1 a reference to the Parker, User or UPark includes that party, its successors, legal representatives and permitted assigns.
- 5.2.2 a reference to a person includes an individual, corporation, partnership, association a governmental body and any other entity; and
- 5.2.3 words importing the singular include the plural and vice versa.

5.3 Access & registration

- 5.3.1 These Terms and Conditions apply to your purchase and use of a pre-booked car park through the UPark prebooking system. When you register and book a car park through the UPark prebooking system it will be deemed that you accept these Terms and Conditions. These Terms and Conditions apply in addition to our Privacy Policy and the Conditions of Entry displayed at the entrance to the Car Park. By entering one of our Car Parks, by pre-booking parking at one of our Car Parks or creating an account on upark.com.au, customer.upark.com.au or plus.upark.com.au, you consent to us using your personal information in accordance with our Privacy Policy.
- 5.3.2 A binding agreement will come into force when you have completed an online purchase through the UPark prebooking system, payment of the purchase has been validated by UPark and UPark has accepted the purchase by issuing a order number to you as shown on the Booking Confirmation.
- 5.3.3 Unless otherwise stated in the Booking Confirmation, you will not have exclusive use of any particular parking bay. You must ensure that your vehicle is only parked in an available 'casual' parking bay (i.e. a parking bay that is not marked 'RESERVED') unless directed otherwise by an authorised UPark staff member.
- 5.3.4 You will gain entrance to the Car Park by your Access license plate at the appropriate entry machine on arrival at the Car Park.
- 5.3.5 If the Parker is not using a valid Access license plate when entering or leaving the Car Park, the Parker is required to scan the QR code found in the booking confirmation email sent to the email address when prebooked or login to your UPark account and select 'MyParks.' Failing to produce a valid license plate or QR the parker will pay the applicable ordinary daily parking tariff charged by the UPark to persons using the Car Park on a casual basis. The ordinary daily parking tariff must be paid by the Parker prior to exiting the Car Park.
- 5.3.6 UPark is entitled to deny the Parker access to the Car Park for any reason at any time.
- 5.3.7 Regardless of any request the Parker may make to the contrary, UPark may remove any vehicle left within the Car Park in

contravention of these Terms and Conditions or any other applicable terms and conditions.

- 5.3.8 In order to make a booking, you can register as a user of the UPark Prebooking System or continue as a guest.
- 5.3.9 Registration is free.
- 5.3.10 When you register you will be required to provide a unique email address and a password is set up for you to access the prebooking system. It is your responsibility to ensure your password is kept confidential at all times.
- 5.3.11 Your UPark prebooking account is unique to you and cannot be transferred.
- 5.3.12 You must ensure that any details provided during registration or booking are accurate and you must update your details if they change.

5.4 Reservation

- 5.4.1 You can complete and submit a booking request via the UPark prebooking system.
- 5.4.2 A Booking Confirmation will be issued to you upon acceptance of the Reservation by UPark. This will include a unique booking order number.
- 5.4.3 Your Reservation is valid for the time, date and only at the Car Park specified in your Booking Confirmation.
- 5.4.4 Bookings are valid for one entry and one exit, unless where the booking is a multi-entry offer.

5.5 Payment

- 5.5.1 When you make an online booking, you must pay the Parking Charge via either a MasterCard, VISA or AMEX credit or debit card.
- 5.5.2 The Parking Charge will be confirmed to you on screen prior to submission of your booking request and payment.
- 5.5.3 By providing UPark with your credit or debit card details when you submit your online booking request, you are authorising UPark to charge your credit or debit card with the Parking Charge.
- 5.5.4 The Booking Confirmation issued to you on completion of your online booking transaction will be your Tax Invoice/Receipt. A copy of the Booking Confirmation will also be sent to you at your nominated email address.
- 5.5.5 When you use your credit card to make an online payment using the UPark booking platform or if you save your card when you create an account, the credit card details that you provide are encrypted to

create a token which protects your credit card number during online transactions. Please note that:

- 5.5.5.1 the token is securely retained. This facilitates certain key functions, including a secure refund process , where appropriate , for booking amendments or cancellations . It also offers the convenient 'QuickPark' repeat booking function for signed-in users. The credit card number details themselves are not retained; and
- 5.5.5.2 all credit card payment processes are managed via Council's certified Payment Service Provider which adheres to the most stringent of industry standards including PCI DSS compliance, EMV certification and ISO accreditation.

5.6 Reservation Times

- 5.6.1 Access will be granted to the Car Park at the date and time specified in your Booking Confirmation.
- 5.6.2 A 30 minute Grace Period, prior to the entry time specified in the Booking Confirmation will be allowed for you to enter the Car Park early at no extra cost. The 30-minute Grace Period will not apply where the entry time specified in the Booking Confirmation is the opening time of the Car Park or is less than 30 minutes after the opening time, whereupon the Grace Period will commence at the opening time.
- 5.6.3 Entry prior to the Grace Period will result in the forfeiting of your Reservation and any associated fees and you will be charged the usual casual parking rate for the length of your stay.
- 5.6.4 A 60 minute Grace Period, post the exit time specified in the Booking Confirmation will be allowed for you to exit the Car Park at no extra cost, except in the following instances:
 - 5.6.4.1 the 60 minute Grace Period will not apply where the exit time specified in the Booking Confirmation is the Closing Time of the Car Park or is less than 60 minutes prior to the Closing Time, whereupon the Grace Period will expire at the Closing Time; and
 - 5.6.4.2 in instances where there is no Closing Time and the Car Park remains open continuously, the 60 minute Grace Period will not apply where the exit time specified in the Booking Confirmation is midnight or is less than 60 minutes prior to midnight, whereupon the Grace Period will expire at midnight.
- 5.6.5 Exit after the expiry of this Grace Period will result in additional charges at the casual parking rate. Any additional charges are payable prior to exiting the Car Park.
- 5.6.6 You will not be entitled to any full or partial refund if you exit earlier than your booked exit time.

5.7 Duties of the parker

The Parker must:

- 5.7.1 allow UPark 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 UPark;
- 5.7.2 observe and conform to all the rules and regulations relating to the use of the Car Park and issued by UPark from time to time;
- 5.7.3 use the Car Park only in accordance with these Terms and Conditions and the Conditions of Entry;
- 5.7.4 indemnify UPark and City of Adelaide against any loss or damage it may suffer arising out of the Parker's or any User's negligence or breach of these Terms and Conditions; and
- 5.7.5 ensure that any User complies with all of the Parker's obligations under these Terms and Conditions as if he or she was the Parker.

5.8 No safe custody or liability

- 5.8.1 No employee, agent or contractor of UPark has authority to accept any goods for safe custody and UPark will not be liable in any case for any loss of or damage to any article alleged to have been left with UPark or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 5.8.2 UPark is not liable for the loss of or any damage to any vehicle, accessories, contents or articles left with UPark for safe custody, whether the loss of or damage arises from negligence, theft or any other cause.
- 5.8.3 UPark is not liable for any loss suffered by the Parker arising out of or in any way connected to the provision of parking by UPark to the Parker (whether arising from negligence or otherwise) including, without limitation, any change to the services set out in these Terms and Conditions or inaccuracies or errors in any information related to parking, services or pricing.
- 5.8.4 The Parker acknowledges and agrees that the Parker is solely responsible for the safe parking of the Parker's vehicle in the Car Park and that the Parker's vehicle is switched off, the ignition keys are removed and the vehicle is securely locked.

5.9 Cancellation & termination

- 5.9.1 You may cancel your online booking Reservation up to 1 hour before the commencement of the Reservation Period using the UPark prebooking system and UPark will refund your online Parking Charge. Excluding promotional offers using promo codes and any 'saver' offers i.e. Early Bird Saver.

- 5.9.2 If you cancel your online booking Reservation later than 1 hour before the start of the Reservation Period, then you will not be entitled to a refund of the Parking Charge.
- 5.9.3 If you do not attend the UPark Car Park named in the Booking Confirmation to redeem your online booking Reservation for any reason you will not be entitled to a refund.
- 5.9.4 You can change your online booking Reservation up to 1 hour before the commencement of the Reservation Period using the UPark prebooking system. You may not amend an online booking Reservation after this time. The amendment process will cancel your original booking and refund the Parking Charge, whereupon you can enter your revised booking request and payment.
- 5.9.5 UPark may elect to cancel your online booking Reservation at any time at our discretion or UPark may be unable to provide you with the services specified on your Booking Confirmation in some circumstances. If so, UPark will refund the full amount of your Parking Charge for the online booking unless UPark has cancelled your Reservation due to your failure to attend the Car Park for the Reservation Period or due to your non-compliance with the UPark Terms and Conditions. In the event of UPark cancelling the Reservation or being unable to provide the parking services, the limit of UPark's liability is the amount of the Parking Charge. UPark is not liable for any loss or damages suffered by any person as a result of UPark cancelling or being unable to provide the parking services.

5.10 Alteration of Terms & Conditions

UPark may vary these Terms and Conditions at any time. In that event, UPark will publish the new Terms and Conditions on the UPark Website. Use by the Parker of the Access Card to enter the Car Park constitutes acceptance of the new Terms and Conditions.

5.11 Waiver

- 5.11.1 These Terms and Conditions may only be waived if the waiver is in writing and signed by an authorised representative of UPark with delegated authority.
- 5.11.2 No time or other indulgence granted by UPark to the Parker will constitute a waiver of any of its rights under these Terms and Conditions or at law and UPark will not be precluded from exercising any such rights against the Parker.

5.12 Relationship

Nothing in these Terms and Conditions or the agreement between UPark and the Parker creates or will be construed as creating any tenancy or conferring any interest on the Parker by way of lease or otherwise in the Car Park or any part of it.

5.13 Notices

Unless otherwise set out in these Terms and Conditions, any notice, approval, consent or other communication relating to these Terms and Conditions or the agreement between UPark and the Parker must be in writing and delivered by hand or sent by electronic mail to the other party's address. For the giving of Notice, your email address is the email address supplied by you in your user account and UPark's email address is customer@cityofadelaide.com.au.

5.14 Online prebooking promotions

When prebooking parking through an online prebooking promotion, no refunds will be issued once the prebooking payment of the purchase has been validated by UPark and UPark has accepted the purchase by issuing an order number to you as shown on the Booking Confirmation.

6. UPARK ACCESSIBILITY PASS TERMS & CONDITIONS

- 6.1 To qualify for a UPark Accessibility Pass you must hold a current Australian Disability Parking Permit and provide a copy to UPark with your online application. You must notify us if your Disability Parking Permit is terminated.
- 6.2 To hold a UPark Accessibility Pass you must have an active UPark Plus Account and provide a valid credit or debit card to pay any applicable parking fees over and above the FREE allocation provided by your pass. All other UPark Plus terms and conditions apply. [Click here for full UPark Plus T&C's](#).
- 6.3 The UPark Accessibility Pass benefits are not transferable and only apply to one card.
- 6.4 Your UPark Accessibility Pass will expire when your Disability Parking Permit expires. To renew an expired UPark Accessibility Pass you must provide a copy of your new/current Disability Parking Permit using the online process.
- 6.5 Your UPark Accessibility Pass will entitle you to two (2) hours free parking per visit for a maximum of fifty-two (52) visits in any twelve (12) month period. This entitlement will automatically refresh at the commencement of the next twelve (12) month period provided your Disability Parking Permit is still current.
- 6.6 If you stay for two hours or less for an eligible discount parking visit no fee will apply and your credit or debit card will not be charged.
- 6.7 If you stay longer than the two hours of free parking, UPark will charge the relevant parking fee to the UPark Plus account credit or debit card including digital payments upon exit.
- 6.8 If all the fifty-two (52) visits are used in the applicable twelve (12) month period, the UPark Plus Card can continue to be used and the standard UPark Plus casual parking fees will apply.
- 6.9 If you stay less than two hours in a free parking visit, the balance is not carried forward as a credit and the visit is counted as one of the fifty-two eligible visits.

- 6.10 Your UPark Accessibility Pass discount will take precedence over any other UPark Plus casual parking prices, including promotions and discounts that may be offered by UPark from time to time.
- 6.11 The Accessibility Pass Parker must have the UPark Card in their possession when parking to redeem the UPark Accessibility Pass discount.

7. AFL LOCKER ROOM AND BUNKER EXPERIENCE TERMS AND CONDITIONS

- 7.1 These are the Terms and Conditions for the UPark FIVEAA Locker Room Experience and The Gage Road Brewing Co Bunker Experience.
- 7.2 The promoter is City of Adelaide, 25 Pirie Street, Adelaide, SA, 5000. ABN 20 903 762 572.
- 7.3 To enter this Competition, participants must pre-book UPark parking online, prior to select Port Adelaide Football Club and Adelaide Football Club home matches during the 2024 Toyota AFL Premiership Season.
- 7.4 Pre-booking UPark parking online, prior to select Port Adelaide Football Club and Adelaide Football Club home matches during the 2024 Toyota AFL Premiership Season, automatically enters you into the competition.
- 7.5 In order to be eligible to enter the Competition, entrants must:
 - 7.5.1 be aged 18 years or older; and
 - 7.5.2 be a South Australian resident. ("Eligible Entrant").
- 7.6 One entry is permitted per email address, and each entry will have an equal chance of winning.
- 7.7 For Port Adelaide Football Club Round 15 (Saturday 22nd June 2024), the competition and promotion period opens Thursday 4th April 2024 and closes at 5pm on Tuesday 18th June 2024.
- 7.8 For Port Adelaide Football Club Round 21 the Competition and Promotion period will be advised once the date and time are confirmed by Port Adelaide Football Club.
- 7.9 The prize pool consists of 2 x double passes (2 x winners) to the Port Adelaide FIVEAA Locker Room experience, view benefits [here](#).
- 7.10 For Adelaide Football Club Round 6 (Friday 19 April 2024), the Competition and Promotion period opens Thursday 4th April 2024 and closes at 5pm on Tuesday 16th April 2024.
- 7.11 For Adelaide Football Club Round 9 (Sunday 12 May 2024), the Competition and Promotion period opens Thursday 4th April 2024 and closes at 5pm on Tuesday 7th May 2024.
- 7.12 For Adelaide Football Club Round 18 (Saturday 13 July 2024) the Competition and Promotion period opens Thursday 4th April 2024 and closes at 5pm on Thursday 11th July 2024.

- 7.13 For Adelaide Football Club Round 21 (Sunday 3 August 2024) the Competition and Promotion period opens Thursday 4th April and closes at 5pm on Thursday 1st August 2024.
- 7.14 The prize pool consists of 1 x double pass to Gage Roads Brewing Co Bunker experience, view benefits [here](#).
- 7.15 The prize is not redeemable for cash.
- 7.16 The winner will be selected at random by the City of Adelaide. The draw will be performed using a computer generated process, and will take place at 9am on the Thursday prior to selected Port Adelaide Football Club and Adelaide Football Club home matches during the 2024 Toyota AFL Premiership Season.
- 7.17 The winner will be notified by the City of Adelaide via phone number or the email address by which they entered the Competition.
- 7.18 If the winner does not respond by 2pm on the day after they have been notified, or is unable to accept the prize, another winner will be drawn from the Eligible Entrants. The prize will be redrawn using a random computer process.
- 7.19 Upon confirmation with the winner, City of Adelaide will distribute the prize.
- 7.20 Decisions made in relation to any aspect of this Competition are final and no further correspondence will be entered into.
- 7.21 City of Adelaide staff and their immediate families are not eligible to enter the Competition.
- 7.22 This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. As an entrant, you completely release Facebook and Instagram.
- 7.23 City of Adelaide makes no representation, expressly or implied, as to the quality, reliability or suitability of the prizes and expressly disclaims any liability. Any problems associated with the prizes should be brought to the attention of the respective supplier of the service.
- 7.24 Each winner and their guest as applicable agree to comply with the terms and conditions applicable to the issue and use of tickets from the ticket provider.
- 7.25 By entering into this Competition the entrants acknowledge and agree that the personal information they provide may be used by City of Adelaide for future marketing purposes.
- 7.26 Should the prize become unavailable due to the COVID 19 pandemic, City of Adelaide will use its best endeavours to provide the winner/s with an alternative prize.
- 7.27 Entry into the Competition is deemed acceptance of these Terms and Conditions. Terms and Conditions are subject to change without notice.