



Airport Carpark Conditions of Entry

The Conditions of Entry for signage should be clearly marked “Conditions of Entry”, and then:

1. Vehicles are permitted into the carpark for the purposes of parking only and users may only enter the carpark if these Conditions of Entry and the terms and conditions displayed on the entry tickets are agreed to by the user. If you don't accept these Conditions of Entry and the terms and conditions displayed on the entry tickets then you must immediately leave the carpark by proceeding to the nearest exit where you may leave without charge provided that there is no delay in exiting. While you remain in the carpark you are deemed to have accepted these Conditions of Entry and terms and conditions and are bound by them.
2. Your entry ticket is a contractual document and you are deemed to have accepted the terms and conditions when you accept the ticket from the boom gate and park your vehicle.
3. Tickets must be validated at the paystation before returning to your vehicle. Exit from the carpark is permitted only upon presentation of a validated ticket. Payment by credit card at the exit gate is also available. (Credit card surcharge fees apply at both the Paystation and exit gate).
4. You must park within the marked boundaries of the parking spaces and not obstruct the entry or exit of any other vehicle.
5. You must follow signs and instructions by us and any person appointed by us to control the carpark and adhere to and follow any directions and regulations displayed in and around the carpark and on any tickets provided to you.
6. We have the right to enter, move (including to an outside area), prevent the exit or movement of, or have towed away, any vehicle for operational, security, safety reasons or any other lawful reason. You agree we are not liable for any damage caused to your vehicle if we move it as set out in this clause.
7. Lost tickets will incur the maximum fee for parking.
8. For your safety and security, surveillance cameras are in use in and around the carpark. You may be photographed and/or filmed whilst in the carpark. Conversations may also be recorded as part of this process.
9. You are entering a road related area as defined by the Roads Act 1993 and the Australian Road Rules. This carpark is patrolled and penalties apply.
10. No camping or overnight staying of any kind is permitted in the carpark.
11. We are not liable to you or any passenger in the vehicle, or any other party for, and you release and indemnify us from and against all claims in respect of, personal injury or death occurring in the carpark, theft or loss of or damage to your vehicle, its accessories, contents or any other

property including but not limited to any valuables of any kind whatsoever and howsoever caused. We will not be liable to you for any incidental, indirect, special, consequential or economic loss or damages (including exemplary or punitive damages) in any respect whatsoever arising out of your use of the carpark.

12. You acknowledge that by parking your vehicle in the carpark, you and the vehicle are subject to the Airports Act 1996 (Cth) and the Airports (Control of On-Airport Activities) Regulations 1997 (Cth) ("the Act). In the absence of any advice to the contrary, any vehicles remaining in the carpark beyond a period of 90 days will be deemed abandoned and we may exercise our right of sale in accordance with the provisions of the Act. While the vehicle is retained by us, we may remove it anywhere at your cost in accordance with clause 6 of these terms and conditions and you agree to take all steps required by us to permit us to do so.
13. You must pay us all parking fees and other costs which we may incur in relation to the vehicle and your use of the carpark upon demand, or upon exit from the carpark.
14. You are liable for any damage caused by you or the Vehicle to the car park including, but not limited to, any damage caused by oil or other substances which leak from the vehicle.
15. You indemnify us and agree to keep us indemnified against all losses which we may suffer arising from or in any way relating to:
 - a. a breach of these Conditions of Entry or the terms and conditions displayed on the entry ticket;
 - b. the use of the carpark by you, passengers of the vehicle or any other person acting with your actual or ostensible authority;
 - c. The vehicle.
16. Without limiting the general and/or particular lien we have over the Vehicle left in the car park (which liens are expressly preserved), we reserve the right to retain possession of the Vehicle until all parking fees and other costs incurred by us in respect of the Vehicle have been paid. Parking fees will continue to accrue during the period that we retain the Vehicle until we recover all fees and costs. While the Vehicle is retained by us, we may remove it anywhere at your cost. If amounts due to us remain unpaid after 90 days, you agree that we can sell the Vehicle and you agree to take all steps required by us to permit us to do so.