

Terms and Conditions

Online Bookings – Car Parking

1.1 Terms

- (a) These Terms and Conditions apply to all bookings made for parking in our Car Parks. By accessing or using our website and completing a booking, you agree to be bound by these Terms and Conditions.
- (b) Entry to and use of our Car Parks is also subject to the conditions of entry displayed at each car park.
- (c) Promotional or discount parking products may be subject to additional terms, which will be provided at the time of the booking.

1.2 Definitions

- (a) In these Terms and Conditions:
- (b) "Booking" means a reservation for parking made through our website
- (c) "Booking Details" refers confirmation information for your Booking including the Booking Period, Car Park reserved, and applicable Fees.
- (d) "Booking Period" means the dates and times your booking covers,
- (e) "Car Parks" refers to the parking facilities operated by us at Newcastle Airport including Premium Covered, Short Stay, Mid-Stay, Long Stay, and Long Stay Saver
- (f) "GST" means the goods and services tax as provided for by the GST Law (Goods and Services Act 1999)
- (g) "Personal Information" has the meaning outlined in this Agreement's clause 14:
- (h) "Tariff Board" means any board or notice at the entrance to a Car Park area displaying the standard charges to be paid for parking.
- (i) "Vehicle" means any vehicle that is registered to drive on Australian roads and meets the requirements of section 9 and is parked (or is scheduled to be parked) in a car park, including any mechanical device that has wheels or tracks, as well as its equipment and accessories.
- (j) "we, us, our" means Newcastle Airport Pty Ltd ABN 30 060 254 542.
- (k) "Website" means our website at the domain www.newcastleairport.com.au with its home page or parking home page.
- (l) "you, your" means the person making a Booking, and (if applicable) any other person who uses a Car Park for the parking of a Vehicle via that Booking.

1.3 Changes to Terms & Conditions

- (a) Newcastle Airport reserves the right to amend the Terms and Conditions at any time for future bookings. Updated Terms will be published on our Website. You are responsible for reviewing the current Terms before making each Booking. For confirmed Bookings, the Terms in effect at the time of booking will apply.

1.4 Online Booking Engine

- (a) The website offers an online booking engine that allows you to make a booking for a parking space at Newcastle Airport, based on the booking period and car park selected by you. You guarantee that all the information provided when using the Online Booking Engine is accurate, complete and genuine at the time of the booking.
- (b) Your booking is not confirmed until full payment is received and a booking confirmation email containing your unique booking reference number is issued. It is your responsibility to ensure that the email address and contact details provided at the time of booking are accurate and that your email account is operational.
- (c) Newcastle Airport has the right to limit the number of reservations made by any individual and

restrict the number of parking spaces available for online bookings at any time; modify or withdraw the Online Booking Engine without prior notice.

(d) We make no guarantees that the Online Booking Engine, Software, or Website will perform any function for which it is not intended.

(e) The Online Booking Engine, the Software, or the Website will provide any minimum level of performance; ii) be free of viruses, performance abnormalities, or interruptions; iii) be always available for use; and iv) be free from other conditions that could jeopardise their proper operation.

(f) You guarantee to us that you did not depend on any representation we made to you when you entered the Online Booking Engine or the Website.

(g) Unless otherwise specified in these terms and conditions, you agree that you will not use the Online Booking Engine for any other purpose other than to make a Booking or to manage your Booking or Booking Details and you acknowledge that your use of the Online Booking Engine for any other purpose is not permitted.

(h) You guarantee to us that you did not depend on any representation we made to you when you entered the Online Booking Engine or the Website.

(i) We make no representations or warranties of any kind, express or implied, as to the operation of your access to or the results of your access to the Software, the Online Booking Engine, or the Website (including any related or linked websites), or the correctness, accuracy, timeliness, or completeness or reliability of the information or content included on the Website, except as expressly provided to the contrary in these Terms and Conditions and to the extent permitted by law.

(j) You accept that using the online booking engine for any other reason than to make a reservation or manage your reservation or reservation details is not permitted.

1.5 No resale

(a) You acknowledge that without our prior written consent, you will not resell or market any Booking, either alone or bundled with other goods or services.

1.6 Fees, Payment and Promotions

(a) Fees are displayed in Australian dollars inclusive of GST and are only final once the Booking is completed.

(b) The booking fee is only fixed after you complete your booking and is expressed by the online booking engine in Australian dollars and inclusive of GST. Depending on the time of booking and availability, the quoted costs may change. You will also be charged a credit card or debit card payment fee which will be a small percentage of your parking fee and reflects our cost in processing your payment. The fee varies depending on the payment method and is set as follows: Visa – 0.55%, Mastercard – 0.55% and American Express – 1.81%.

(c) You authorise us to charge your credit card for the booking and all related fees when you provide us with your credit card information to complete your Booking.

(d) Daily fees are determined in 24-hour increments. The cost for 24 hours is the minimum charge.

(e) Hourly rates offered through the online booking system are applicable to online bookings only where advertised.

(f) Due to limited availability of parking spaces in the car parks, all such discounts and promotions are also subject to change, amendment, or cancellation at any moment. We reserve the right to add or remove reserved spaces from the car parks from the offer.

(g) Promotional discounts are limited to allocated spaces and cannot be used in conjunction with other offers unless explicitly stated. Misuse of promo codes may result in cancellation without refund.

(h) Promotional codes are valid only for the booking dates specified in the promotional offer. If you amend or change your booking after the promotional validity period has ended, the original discount may no longer apply, and the amended booking will be subject to the rates available at the time of the amendment.

(i) The Online Booking Engine may not always offer all the specials that are offered at Newcastle Airport. Alternatively, certain deals could be restricted to the Online Booking Engine.

1.7 Booking Period & Car Parks

- (a) No refunds will be issued for exiting earlier than your Booking Period.
- (b) One entry and One exit are permitted per booking
- (c) If your vehicle remains in the car park outside of the nominated booking period (including arriving prior to the booked entry time or exiting after the booked exit time), you will be charged for the additional time at the drive-up rates applicable to that car park, as displayed on the tariff boards at the car park entry. These rates may differ from those available on the online booking engine at the time of your reservation.
- (d) Overstay charges will be calculated automatically and payable at the exit gate. You may view your total charge at the payment terminal prior to exiting. Overstay charges will be calculated based on the total duration your vehicle remains beyond the booked exit time, not as an extension to your current booking period.
- (e) If your stay extends by 24 hours, you will be charged the applicable 24-hour drive-up rate;
- (f) If you overstay by 7 days, you will be charged the total drive-up rate for the 7 days.
- (g) All overstay charges will be applied in accordance with the prevailing drive-up rates in effect at the time of the overstay.
- (h) For online bookings, 4-hour grace period is allowed after nominated booked exit time. Charges apply if these limits are exceeded.
- (i) For online bookings, entry allowed 2 hours before and after the nominated booked entry date. Earlier entry may incur drive-up rates for the duration of overstay period.
- (j) If you park in a different car park than booked, you will be charged the drive-up rate for the car park used. No refund or credit will apply.
- (k) If you fail to enter the car park on the nominated booked entry day, your booking may be considered a no show, and you may not be entitled to a refund. Entry after this time may be charged at the applicable drive-up rate.
- (l) Maximum Booking Period is 99 days.

1.8 Arrival and Exit at the Car Park

- (a) Upon arrival at the car park, your vehicle's licence plate may be read using automatic licence plate recognition (LPR) technology. If the registration number matched the details provided at the time of booking, the system will automatically grant access.
- (b) If your license plate cannot be read or recognised, you must insert or tap the same physical credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader at the entry gate.
- (c) Important: Digital wallets such as Apple Pay or Google Pay may not be recognised as valid, as they generate a different card identifier. Using a digital version of your nominated card may result in drive-up rates being charged.
- (d) When exiting the car park, the same process will apply. The system will attempt to read your license plate. If unsuccessful, you must again use the same physical credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader.
- (e) If you use a credit card other than the one nominated at the time of the booking, including a digital wallet version of that card, your booking may not be recognised. In this case, drive-up rates will apply for the duration of your stay, and you will not be entitled to a refund or adjustment.

1.9 Vehicle/Large Vehicle/Heavy Vehicles

- (a) All vehicles must be able to use one 5.4 x 2.4 metre standard car park; a height restriction of 3.5 meters applies.

1.10 Car Park Capacity

(a) If your booked car park is at capacity on arrival, we will use reasonable efforts to allocate a space in an alternative car park at no additional cost. If the replacement car park is of lower value, we will refund the price difference. If no space is available, you will receive a full refund.

1.11 Cancellations, Amendments and Refunds

(a) Cancellations and amendments may be made to your Booking by clicking “Manage my Booking” and selecting the relevant option/s in the Online Booking Engine.

(b) You may cancel your Booking at any time up to 2 hours before the commencement of the Booking Period.

(c) There are no refunds for cancellations made less than 2 hours before the commencement of the Booking Period.

(d) You may amend your Booking up to 2 hours prior to your intended arrival at the Car Park.

(e) If you request to amend or modify your Booking, your selected Car Park and rate are subject to availability at the time the amendment is made. Where your originally booked Car Park or product (including promotional or limited-availability products such as the Mystery Car Park) is no longer available, you may be required to select an alternative Car Park. In such circumstances, the applicable Fees will be recalculated based on the rates available at the time of the amendment and may be higher or lower than your original Booking Fees. Any amendment is not confirmed until the revised Booking Details and Fees have been accepted, and payment has been made (if required).

1.12 Your Responsibility Regarding Airline Check-in

(a) You are responsible for allowing sufficient time for:

- (i) Parking;
- (ii) Terminal access; and
- (iii) Check-in procedures.

(b) We are not liable for missed flights due to traffic, congestion, or delays accessing your booked parking area.

1.13 Flight Cancellations

(a) In the event that your flight is delayed or cancelled, your parking booking remains subject to the Terms and Conditions that applied at the time of booking.

(b) Newcastle Airport is not responsible for flight changes or cancellations, and no refunds will be issued for unused portions of your booking due to airline schedule disruptions, unless required by law.

(c) You are responsible for allowing sufficient time for traffic, parking, and check-in. If your travel plans change, you may amend or cancel your booking in accordance with Clause 11.

(d) Where the change occurs within a non-refundable period, or you do not attend the car park, the booking will be treated as a no-show and charges will still apply.

1.14 CCTV and Vehicle Security

(a) Car parks are monitored via CCTV for general safety and security. However, this monitoring is not for tracking individual vehicles, and you park at your own risk. Please do not leave valuables in your vehicle.

1.15 Limitation of Liability

(a) Subject to your rights under the Australian Consumer Law, Newcastle Airport's liability for any booking issue is limited to a refund of the amount paid for the affected booking.

(b) We do not guarantee the time to find a parking space or travel time to terminals. We are not liable for missed flights due to any delay in locating parking or accessing terminals.

(c) The Online Booking Engine, the Software, or the Website could include typographical or factual errors.

(d) The World Wide Web is accessible over unprotected, public networks that are neither private nor

secure. As a result, you understand and agree to the possibility of third parties intercepting, using, or changing any communication to or from the Online Booking Engine or the Website.

(e) Without prior notice, we reserve the right to modify any of the content on the Online Booking Engine or the Website. We don't guarantee that anything on the website or the online booking engine will be updated.

(f) It is your responsibility to evaluate the suitability, quality, physical condition, timeliness, correctness, completeness, and trustworthiness of the information on or available through the Online Booking Engine or the Website.

(g) By using the Online Booking Engine, the Website, any content on or accessible through the Website, any Booking you make using the Online Booking Engine, or by using the Car Park, you agree to assume all risks and responsibility for any loss, damage, costs, and other repercussions.

(h) Whether or not brought on by any negligent act or omission, we will not be liable for any loss or damage (including indirect, special, or consequential loss or damage) resulting from the use of, inability to use, or reliance on the content or information available on or accessible through the Online Booking Engine or the Website.

(i) To the fullest extent allowed by law, we will not be liable for any loss, damage, injury, or death you may suffer.

1.16 Release and Indemnity

(a) You consent to release, hold harmless, indemnify, and maintain in indemnity us, as well as our officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against any and all losses, damages, expenses, and costs incurred by you.

1.17 Privacy

(a) These Terms and Conditions are incorporated by reference into the Newcastle Airport Pty Ltd Privacy Policy, which is available on the Website.

1.18 General

(a) In the event that we are unable to fulfil our obligations under the Terms and Conditions due to events beyond our reasonable control, we will not be held responsible.

(b) These Terms constitute the entire agreement regarding the Online Booking Engine and Website.

(c) Invalid provisions may be enforced to the maximum extent permitted by law.

(d) Failure to enforce rights does not constitute waiver.

(e) This Agreement is governed by the laws of New South Wales, Australia.

(f) Website access from outside Australia is at your own risk and responsibility.

(g) Contract rights are in addition to legal rights available at law or equity.

1.19 Comments & Complaints

(a) Any comments or complaints relating to the process of online booking should be made in writing to us by email to hello@newcastleairport.com.au.

(b) We will try and answer all complaints within 10 working days.