

Newcastle Airport Public Car Parks Terms and Conditions.

1. Special Terms

1. Your use of the Car Park is subject to the Conditions of Entry displayed at the entrance to each Car Park (which are hereby incorporated into these Terms). A copy of the Conditions of Entry is provided at the end of these Terms.
2. The Parking Charge that you are quoted on our website includes GST. Prices may vary depending on time of booking and availability. The Parking Charge is fixed when you make your booking however overstays will attract additional charges in accordance with the parking boards posted at the car park entry.
3. After the expiry of hourly parking rates, each day ends at Midnight. Each day is a new daily charge.
4. You can pay for your booking by using any of the major credit cards. Credit Cards can be used inside at our terminal pay stations or at the external Car Park Exit. Cash can only be accepted in our paystations in Arrivals.
5. You are responsible for ensuring that your vehicle complies with size and height restrictions at the Car Parks. You are not entitled to a refund if your vehicle exceeds the size limits we impose from time to time.
6. To the extent the law permits, Newcastle Airport is not liable to you for theft of your vehicle or any property from your vehicle or damage to your vehicle by other users of the Car Park, including through a collision between vehicles.
7. You are liable to us for any cost, expense, loss or damage suffered by us in connection with any death or personal injury of any person or any damage to any real and personal property directly or indirectly caused or contributed to by:
 - (a) the unsafe or illegal operation of a vehicle;
 - (b) non-compliance with our Conditions of Entry;
 - (c) negligence or misconduct; or
 - (d) any wilful, intentional or malicious act, by you or any person authorised by you to operate your vehicle while in the Car Park except to the extent that any negligent act or omission by Newcastle Airport contributed to the cost, expense, loss or damage.
8. You indemnify us for any cost, expense, loss or damage suffered by us in connection with any death or personal injury of any person or any damage to any real and personal property directly or indirectly caused or contributed to by you or the person authorised by you that is in charge of your vehicle in the Car Park.
9. To the extent the law permits, in the case of any guarantees, warranties or conditions implied into these Terms by the Competition and Consumer Act 2010 (Cth), Newcastle Airport limits its liability to:
 - (a) supplying the services to you again;
 - (b) the payment of the cost of having the services supplied again; or
 - (c) a refund of some or all of the Parking Charges paid by you.
10. It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays, traffic congestion at or near Newcastle Airport, unavailability of Car Park space, accident, road works, delays or in operation of transport services between the Car Park and the terminal (if any).

11. We will have no liability to you if you miss your flight for any of the reasons set out in clause 11.1. We will only be liable for delay due to our wilful breach or fraud and clause 10.6 will apply.

12 If you wish to make a complaint and it is related to an incident, please do so as quickly as possible after the incident as this will better assist our enquiries.

CONDITIONS OF ENTRY

Newcastle Airport Car Parks Conditions of Entry ("Conditions of Entry")

These Conditions of Entry apply to any person or vehicle entering our Car Parks.

You accept these Conditions of Entry by entering or using our Car Parks.

If you do not accept these Conditions of Entry, you must not enter our Car Parks. If you cannot turn your Vehicle around, you may enter a Car Park but you must exit immediately (otherwise a fee will apply for the time you spent in the Car Park).

Electronic monitoring is underway at all times in all Car Parks including the use of CCTV.

1. You agree that you use the Car Park at your own risk.

2. We will not be liable to you for any lost profits, lost opportunity, loss of reputation or any indirect or consequential loss. In addition we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is caused by your acts or omissions or the acts or omissions of other users of our Car Parks.

3. You are liable to us for any cost, expense, loss or damage suffered by us in connection with any death or personal injury of any person or any damage to any real and personal property directly or indirectly caused or contributed to by:

- a. the unsafe or illegal operation of a Vehicle;
- b. non-compliance with these Conditions of Entry;
- c. negligence or misconduct; or
- d. any wilful, intentional or malicious act, by you or any person authorised by you to operate your Vehicle while in the Car Park except to the extent that any negligent act or omission by Newcastle Airport contributed to the cost, expense, loss or damage.

4. Vehicles left in the Car Park must be locked and windows closed at all times. Parking tickets and valuables must not be left in Vehicles.

5. To the extent the law permits, Newcastle Airport is not liable to you for theft of your Vehicle or theft of property from your Vehicle and, in the case of any guarantees, warranties or conditions implied into this contract by the Competition and Consumer Act 2010 (Cth), Newcastle Airport limits its liability to, at Newcastle Airports discretion:

- a. supplying the services to you again; or

- b. the payment of the cost of having the services supplied again.
6. You must pay the applicable fee for use of the Car Park.
 7. You must either (a) collect and retain the parking ticket issued to you when you enter the Car Park
 8. Newcastle Airport may prevent a Vehicle leaving the Car Park until:
 - a. a valid parking ticket is presented and any fees incurred by you in connection with parking are paid,
 - b. a valid parking ticket is accepted by an exit payment machine and any fees incurred by you in connection with parking are paid;
 - c. a valid parking authority is presented to an attendant (if one is present) or accepted by an exit payment machine; or
 - d. in circumstances where you have misplaced the parking ticket issued to you on entry, you provide acceptable evidence of ownership or entitlement to use the Vehicle and pay parking fees that are at least equivalent to a full days rate (unless you can provide satisfactory evidence to Newcastle Airport that you used the Car Park for a period of less than a day).
 9. You must not:
 - a. park your Vehicle in more than one car park space. If you do so, you will be charged for each Car Park space your Vehicle occupies; or
 - b. park your Vehicle in a disabled parking space unless your Vehicle clearly displays an Australian or New South Wales government issued disabled parking permit. If you do so, rangers from Port Stephens Council conduct random patrols and you may be fined.
 10. Newcastle Airport may, in its sole discretion, permit Vehicles to exit the Car Park at any time, whether or not a valid parking ticket or credit card is produced.
 11. Newcastle Airport may move or remove a Vehicle for operational or safety reasons or if the Vehicle is parked in an unauthorised spot. You agree to pay any reasonable costs incurred by Newcastle Airport in moving or removing (as the case may be) your Vehicle.
 12. Commercial activities are not permitted in the Car Park unless authorised by Newcastle Airport in writing in advance. Any unauthorised use of the Car Park for commercial activities will incur an unauthorised commercial operations fee of \$500.
 13. All users of the Car Park must comply with all signs and direction markings displayed in the Car Park and with any instructions issued by Newcastle Airport for the safe use of the Car Park.
 14. The Australian Road Rules and the Airports (Control of On-Airport Activities) Regulations 1997 (Cth) apply and are enforced at Newcastle Airport. Fines are payable for non-compliance.
 15. If you provide personal information in the course of using or accessing a Car Park we will deal with that personal information in accordance with Newcastle Airports Privacy Policy.
 16. These Conditions of Entry are subject to the laws of New South Wales and Australia.

17. In these Conditions of Entry - "Car Park" means this car park and any access ways to and from this car park; "Claim" means any claim, action, proceeding or demand made by or against a person, however arising and whether present or future, fixed or unascertained, actual or contingent; "Newcastle Airport", "we", "us" or "our" means Newcastle Airport Pty Ltd and its officers, employees, contractors and agents; "You" means any owner or driver of a Vehicle which has entered the Car Park; and "Vehicle" means any vehicle in the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.