

HBA Parking – Conditions of Entry

1. In these Conditions of Entry: “**Access Card**” means an automatic pass card or prepaid QR Code for entry and exit to a Car Park issued by HBA; “**Car Park**” means for the general public each of the car parks located on the Hobart Airport precinct indicated as accessible to by the public, and for other persons parking at Hobart Airport the car park indicated to them by HBA from time to time; “**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; “**We**”, “**Us**” or “**Our**” means Hobart International Airport Pty Ltd and its officers, employees, contractors and agents; “**You**” means the 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.
2. These Conditions of Entry apply to any person entering a Car Park. By entering the Car Park You accept these Conditions of Entry.
3. For safety reasons electronic monitoring may be underway in the Car Park, this includes the use of CCTV.
4. *The Australian Road Rules and the Airports (Control of On-Airport Activities) Regulations 1997(Cth)* apply and are enforced in the Car Park and at Hobart Airport. Fines are payable for non-compliance.
5. You must pay applicable fees (as published from time to time) for use of the Car Park.
6. We may prevent a Vehicle leaving the Car Park until:
 - a) a valid parking ticket is presented, or licence plate recognition technology is activated, and any fees incurred by You in connection with use of the Car Park are paid;
 - b) a valid parking ticket, credit card, debit card or Access Card is accepted by an exit payment machine and any fees incurred by You in connection with use of the Car Park are paid; or
 - c) 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 equivalent to a full week’s rate (unless You can provide satisfactory evidence that You used the Car Park for a period of less than a week, in which case You must pay the parking fees applicable to that period of use).
7. You must:
 - a) only park Vehicles in a designated parking space; by failing to comply with this clause, you may be required to pay fees applicable to each of the spaces your Vehicle occupies;



b) not park Vehicles in accessible or disabled parking space unless the Vehicle clearly displays an Australian or Tasmanian government issued disabled parking permit.

8. Commercial activities are not permitted in the Car Park unless authorised by Us in writing.

9. You agree, at all times to:

a) act responsibly and safely in the use of the Car Park, including by supervising all children and using designated footpaths and crossing; and

b) comply with all directions relating to Your use of the Car Park given to You by Us, including by complying with all signs and direction markings.

10. You must not:

a) bring into the Car Park any fuel or other inflammable volatile oil or substance (other than fuel in the fuel tank of the Vehicle);

b) cause any nuisance, damage, obstruction, annoyance or inconvenience to other users of the Car Park; or

c) bring into or on the Car Park, or allow to remain there, any unroadworthy, unregistered or excessively noisy vehicle or any vehicle incapable of being accommodated within a standard passenger car parking space.

11. Use of the Car Park is at Your risk. To the extent permitted by law, We will have no liability to You for any loss or damage to property, personal injury, loss of life, or any incidental, indirect, special or consequential damages, directly or indirectly related to Your use of the Car Park.

12. You are liable for all and any damage caused by, or in relation to, Your use of the Car Park.

13. You agree to indemnify and keep Us indemnified from and against any loss, Claim or damage relating to or arising from Your use of the Car Park, and the cost thereof.

14. We warrant that any services provided by us will be rendered with due care and skill. You acknowledge that Our liability to You under any statutory right, or any condition or warranty implied by the Competition and Consumer Act 2010 (Cth) which cannot be excluded, is to the extent permitted by law limited (at our option) to the re-supply for the services or the payment of the cost of having the services supplied again.

15. You permit Us to move Your Vehicle:

a) in the event of emergency;

b) for operational or safety reasons;

c) if your Vehicle is reasonably believed to be abandoned; or

d) if Your Vehicle is parked in an unauthorised space.





16. To the extent permitted by law, You agree that We have no liability for any loss or damage caused as a result of moving a Vehicle under the circumstances outlined at clause 15. You agree to pay any reasonable costs incurred by Us in moving or removing (as the case may be) Your Vehicle under clause 15.

17. Vehicles left in the Car Park must be left secure and locked at all times. Parking tickets and valuables must not be left in or on Vehicles. No employee, agent or contractor of Ours has authority to accept any goods for safe custody. We will not be liable for any loss of, or damage to, any article alleged to have been left inside or on a Vehicle, or with the Us or our employees or agents, regardless of how that loss or damage is caused.

18. If at Your request, We provide any form of assistance to You, including but not limited to re-charging the battery of a Vehicle, You accept such assistance at Your own risk. If any loss or damage is caused in providing assistance, You release Us from and against any Claim which You may otherwise have against Us in respect of that loss or damage.

19. No time or other indulgences granted by Us will constitute a waiver of any of our rights under this Agreement or at law and We will not be precluded from exercising any such rights against You.

20. If you are accessing Valet Parking Services these Conditions of Entry must be read together with the Valet Parking Terms and Conditions.

21. These Conditions of Entry are subject to the laws of Tasmania, Australia and You submit to the non-exclusive jurisdiction of the courts of Tasmania.

22. If You provide personal information in the course of using a Car Park HBA will deal with that personal information in accordance with its' Privacy Policy which can be found at <http://www.hobartairport.com.au>



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Connecting Communities