

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; **“HBA Contractor”** means HBA, Secure Parking or any other contractor who HBA engages from time to time to provide the Valet Parking Services and includes, where the context permits, the HBA Contractor’s officers, agents, subcontractors, representatives, consultants or employees; **“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; **“Valet Parking Services”** means the services offered by the HBA Contractor to you, including the moving and parking of the Vehicle, cleaning or washing services and any other services rendered in respect of the Vehicle; 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. If using the Valet Parking Services, You warrant that;
- a) You are either the owner of the Vehicle, or
 - b) authorised by the owner of the Vehicle as agent of the owner, in which case these Conditions of Entry apply to both the owner of the Vehicle and the agent; and
 - c) that the Vehicle is registered and covered by comprehensive motor vehicle insurance.
13. You are liable for all and any damage caused by, or in relation to, Your use of the Car Park.
14. You agree to indemnify and keep Us and the HBA Contractor indemnified from and against any loss, Claim or damage relating to or arising from Your use of the Car Park, and the cost thereof.
15. These Conditions of Entry, including any exclusion or limitation of liability, shall apply to and be for the benefit of the HBA Contractor to the same extent as they apply to HBA. The aggregate amount recoverable from HBA and/or the HBA Contractor must not exceed the amount of HBA's and/or the HBA Contractor's limit of liability at clause 16.
16. 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.
17. You permit Us to move Your Vehicle:
- a) if you are using the Valet Parking Services;
 - b) in the event of emergency;
 - c) for operational or safety reasons;
 - d) if Your Vehicle is reasonably believed to be abandoned; or
 - e) if Your Vehicle is parked in an unauthorised space.
18. 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.
19. You authorise HBA and/or the HBA Contractor to perform any act that HBA and/or the HBA Contractor deems necessary for it to supply the Valet Parking Services, including the following:
- a) Entering the Vehicle.



- b) Driving the Vehicle within the Valet Car Park Area or to any location outside the Valet Car Park Area to enable HBA and/or the HBA Contractor to supply the Valet Parking Services. The Vehicle may be shifted between locations in the Valet Car Park Area during the time the Valet Parking Services are performed.
 - c) Adjusting the driver seat position/mirror position for any purpose that is deemed necessary to transport the Vehicle safely and/or complete any cleaning or washing services as agreed between the Customer and the HBA Contractor correctly.
 - d) To 'jump-start' or use any other method and/or do all other things reasonably necessary to start, move or relocate the Vehicle for any purpose. Notwithstanding this clause, the Customer acknowledges that in the event that the Vehicle is inoperative and remains in an inoperative state at the time of return, HBA and/or the HBA Contractor is not responsible to re- start the Vehicle.
20. You warrant that you, the owner of the Vehicle and/or any other persons authorised by the owner to use or access the Vehicle will not access or remove the Vehicle from the valet car park area otherwise than in accordance with this Conditions of Entry.
 21. You authorise HBA and/or the HBA Contractor to grant access to the Vehicle or release the Vehicle to any person who produces satisfactory verification that the person is the owner or has authority or is entitled to possession of the Vehicle.
 22. 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 HBA 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.
 23. 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.
 24. If the Vehicle has not been collected within 21 days of the return date nominated on the form on the front of these Terms and Conditions, then HBA and/or the HBA Contractor may, after making reasonable attempts to contact the Customer, sell the Vehicle and/or the goods in the Vehicle by auction or otherwise at the sole discretion of HBA and/or the HBA Contractor and the proceeds may be applied to or in satisfaction of unpaid Fees and the costs of selling the Vehicle. If after deduction of all monies owing to HBA and/or the HBA Contractor including the expenses of sale there is surplus balance of sale proceeds, such surplus shall be accounted for by HBA and/or the HBA Contractor, at its option, to the Customer.
 25. HBA shall be entitled to subcontract on any terms, the whole or any part of the Car Park service, including the Valet Parking Services.
 26. 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.
 27. 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.
 28. HBA reserves the right to amend these Terms and Conditions at any time, in its sole discretion. Any amendments to these Terms and Conditions will be effective immediately upon posting on HBA's website. It is the Customer's responsibility to check for amendments before using a Car Park.
 29. 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>