

DARWIN INTERNATIONAL AIRPORT

Darwin International Airport Pty Ltd ABN 87 081 258 157

Terms and Conditions for Hotel Parking on Airport Land

Definitions

1. In these Terms and Conditions:
 - (a) **“we”, “us”, “our” and “Airport Land”** means Darwin International Airport Pty Ltd, it’s employees, agents, and independent contractors.
 - (b) **“Hotel Car Park”** means the designated car park reserved specifically for the hotel guest;
 - (c) **“Hotel Guest”**, means the driver of the vehicle parking in the Hotel Car Park.
 - (d) **“Terms and Conditions”** means this document;
 - (e) **“You”, “Your”** means the person using or intending to use the online access system.

Terms and Conditions binding

2. You agree that these Terms and Conditions are binding on you and form a valid and binding agreement.
3. The term of the agreement commences on the day that you indicate your acceptance of these Terms and Conditions.

Your Conduct

4. You agree:
 - (a) not to do (or fail to do) anything which causes annoyance, disturbance or offence to anyone on or around Airport Land or which could become dangerous or a nuisance to Darwin Airport or any other person;
 - (b) to validate all parking access requests with correct guest information, entrance and exit dates and room numbers.
 - (c) not to tamper, physically alter the position of the Licence Plate Recognition Cameras, boom gates and entry/ exit terminals.

Compliance

5. You must comply with any lawful Airport Notice displayed or published from time to time.
6. To the extent there is any inconsistency between these Terms and Conditions and the contents of an Airport Notice, the Airport Notice will prevail.
7. You must comply with any direction issued by Darwin Airport Authorised Officers

8. You must comply with any Airport Security Measures (ASMs).
9. You acknowledge that Darwin Airport may issue infringement notices (on the spot fines) under its Airport Notices or relevant legislation.

Indemnity

10. The Hotel Guest will drive, park and leave their vehicle at their own risk and you remain responsible for your vehicle and any property in or on it.
11. We are not liable, except to the extent required by law, for:
 - (a) Any theft, loss, or damage whatsoever to any vehicle, its accessories or its contents
 - (b) Any death or injury of any person while you, your vehicle or your property are in the Car Park or while you are entering or leaving the Car Park.
12. We may, at the Hotel Guests expense move or remove the vehicle if, in our opinion, it is parked in an unauthorised or unsafe position, is unregistered, or appears to be abandoned. If we move the vehicle the conditions continue to apply.
13. We reserve the right to retain the vehicle, and all goods in or attached to the vehicle, as security for any money which the Hotel Guest owe us under these Terms and Conditions. If they fail to pay any money they owe us, we may sell the vehicle in accordance with all applicable legislation.
14. Failure to comply with these conditions may result in the issue of a Parking Infringement Notice and the Hotel Guest will be liable for the payment of penalties.

Security

15. You must strictly comply with all directions of DIA in relation to safety and security issued from time to time.
16. The use of our car parks is governed by the Conditions of Use. You agree to be bound by and comply with the Conditions of Use as amended and published by us from time to time