

Car Park Terms and Conditions of Entry

By entering and remaining in this Car Park you enter into a contract with us upon these terms and conditions of entry (**T&Cs**). If you do not accept these T&Cs, you must exit the Car Park safely and immediately by the nearest exit.

1. We may refuse entry to this Car Park to any Vehicle or person at our discretion.
2. You agree that your use of this Car Park is at your own risk. To the fullest extent permitted by law, we do not accept any responsibility for and have no liability for any injury, death, theft, loss or damage whether to person or property (including your Vehicle) and you agree to release us from any claims in relation to such matters. In the case of any warranties or conditions implied into this contract by the Competition and Consumer Act 2010, we limit our liability to:
 - a) supplying the services to you again; or
 - b) the payment of the cost of having the services supplied again.
3. You are liable for any loss or damage caused by you or your Vehicle to the Car Park or any person or property in the Car Park including, but not limited to, any damaged cause by oil or any other substances which from your Vehicle.
4. You agree to indemnify us in respect of any claim made against and any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
5. You must:
 - a) collect and retain the parking ticket issued to you on entry to the carpark;
 - b) if you entered the car park by presenting your credit card and did not collect a ticket or one was not issued to you, ensure that the same credit card is made available at the time your vehicle exits the car park;
 - c) produce to us, upon request, your parking ticket or proof of payment of the parking fee;
 - d) not cause any obstructions, including parking across more than one bay;
 - e) not park in a disabled bay without displaying a current disability permit; and
 - f) comply with all parking signs, permit zones and directions issued to you by us.
6. We may not permit your Vehicle to exit the Car Park until:
 - a) where available, a valid parking ticket is presented to the attendant and the applicable fee is paid;
 - b) a parking ticket a valid parking ticket is accepted by an exit payment machine and the applicable fee is paid;
 - c) a valid parking authority or permit is presented to the attendant or accepted by an exit payment machine;
 - d) a valid parking ticket is accepted by the exit payment terminal together with payment by a valid credit card;
 - e) if you have entered the car park by presenting your credit card and did not receive a ticket, a valid credit card is accepted by the exit payment terminal; or
 - f) in circumstances where you have misplaced the parking ticket issued to you on entry or don't have the same credit card that was used to enter the car park , you must pay the applicable 'Lost ticket' fee for tickets that are misplaced or otherwise lost. This fee is as published on the rate boards at the Car Park entry.
7. We have the right to retain your Vehicle until we are provided with either a valid parking ticket or evidence of ownership or entitlement to receive the Vehicle (which, in our opinion, is satisfactory). If we deliver or release your Vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the Vehicle does not have your authority.
8. We have the right to enter, move or tow away your vehicle for operational or safety reasons. We are not liable for any damage caused.



9. The Australian Road Rules and the Airports (Control of On-Airport Activities) Regulations 1997 apply and are enforced at Essendon Airport and you must comply with these rules and regulations. Breaches of these rules and regulations are subject to significant penalties.
10. Any person or Vehicle entering the Car Park may be subject to filming by CCTV or other surveillance equipment within and surrounding the Car Park for operational, security and public risk reasons and we reserve the right to use such evidence in any dispute. By entering the Car Park you consent to information about yourself (including images) being recorded by such surveillance equipment and to us disclosing the information to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.
11. We may collect personal information (including Vehicle number plates) about you in order to operate the Car Park, manage operations at Essendon Airport, to provide you with services, features and functions related to your use of the Car Park, and for purposes otherwise set out in our Privacy Policy at <http://www.ef.com.au/privacy>. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these T&Cs.
12. In these T&Cs:
 - a) **Car Park** means all of the Hyatt Place Hotel and Event Centre Car Park, including all entry and exit ramps, driveways and walkways together with any lifts, escalators or stairways servicing the Car Park;
 - b) **Vehicle** includes any Vehicle, its parts and accessories and any property (including valuables) left in or on it;
 - c) **we, us** or **our** means Essendon Airport Pty Ltd (ABN 47 082 907 980) and includes our related bodies corporate, and respective agents, contractors, representatives and employees; and
 - d) **you** or **your** means any person who enters the Car Park for any reason, including the driver or owner of a Vehicle and any passenger in a Vehicle.