

# Terms and Conditions

## A. Terms

1. These Terms and Conditions apply to all bookings made for parking in our Car Parks. By accessing or using our website and completing a Booking, you agree to be bound by these Terms and Conditions.
2. Entry to and use of our Car Parks is also subject to the conditions of entry displayed at each Newcastle Airport car park and can be found [here](#).
3. Promotional or discount parking products may be subject to additional terms and conditions, which will be provided at the time of the booking.

## B. Definitions

4. In these Terms and Conditions:
5. "Booking" means a reservation for the parking of a vehicle at a car park made through our website.
6. "Booking Details" refers to the confirmation information for your Booking including the Booking Period, Car Park reserved and applicable Fees.
7. "Booking Period" means the dates and times your booking covers, as stated in your Booking Details.
8. "Car Parks" refers to the parking places in the facilities operated by us at Newcastle Airport including Premium Covered, Short Stay, Mid-Stay, Long Stay, and Long Stay Saver.
9. "GST" means the goods and services tax as provided for by the GST Law.
10. "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation.
11. "Online Booking Engine" refers to the online booking service (including the Software offered by us or our third-party service providers) offered and run by us or our third-party service providers for your use in placing a Booking.
12. "Personal Information" has the meaning given in Section R below.
13. "Software" refers to any software required by, pertinent to, or used in conjunction with the Website and the Online Booking Engine, including without limitation all object and source codes, copyright, inventions, discoveries, novel designs, whether or not registrable as designs or patents, including any invention of or development or improvement to machinery, technology, methods, or techniques related to the software.
14. "Tariff Board" means any board or notice at the entrance to a Car Park area displaying the standard charges to be paid for parking.
15. "Vehicle" means any vehicle that is registered to drive on Australian roads and meets the requirements of Section I and is parked (or is scheduled to be parked) in a car park, including any mechanical device that has wheels or tracks, as well as its equipment and accessories.
16. "we, us, our" means Newcastle Airport Pty Ltd ABN 30 060 254 542.
17. "Website" means our website at the domain [www.newcastleairport.com.au](http://www.newcastleairport.com.au) with its home page or parking home page.
18. "you, your" means the person making a Booking, and (if applicable) any other person who uses a Car Park for the parking of a Vehicle via that Booking.

The following headings are for information only and do not affect the interpretation of these Terms and Conditions.

### **C. Changes to Terms & Conditions**

19. Newcastle Airport reserves the right to amend the Terms and Conditions at any time for future bookings. Updated Terms and Conditions will be published on our Website. You are responsible for reviewing the current Terms and Conditions before making each Booking. For confirmed Bookings, the Terms in effect at the time of booking will apply.

### **D. Online Booking Engine**

20. Website offers an Online Booking Engine that allows you to make a Booking for a parking space at Newcastle Airport, based on the Booking Period and car park selected by you. You guarantee that all the information provided when using the Online Booking Engine is accurate, complete and genuine at the time of the booking.
21. Your Booking is not confirmed until full payment is received and a booking confirmation email containing your unique booking reference number is issued. It is your responsibility to ensure that the email address and contact details provided at the time of booking are accurate and that your email account is operational.
22. Newcastle Airport has the right to limit the number of reservations made by any individual and restrict the number of parking spaces available for online bookings at any time, modify or withdraw the Online Booking Engine without prior notice.
23. We make no guarantees that the Online Booking Engine, Software, or Website will perform any function for which it is not intended.
24. The Online Booking Engine, the Software, or the Website will provide any minimum level of performance; ii) be free of viruses, performance abnormalities, or interruptions; iii) be always available for use; and iv) be free from other conditions that could jeopardise their proper operation.
25. Unless otherwise specified in these Terms and Conditions, you agree that you will not use the Online Booking Engine for any other purpose other than to make a Booking or to manage your Booking or Booking Details and you acknowledge that your use of the Online Booking Engine for any other purpose is not permitted.
26. You guarantee to us that you did not rely on any representation we made to you when you entered the Online Booking Engine or the Website.
27. We make no representations or warranties of any kind, express or implied, as to the operation of your access to or the results of your access to the Software, the Online Booking Engine, or the Website (including any related or linked websites), or the correctness, accuracy, timeliness, or completeness or reliability of the information or content included on the Website, except as expressly provided to the contrary in these Terms and Conditions and to the extent permitted by law.
28. You accept that using the Online Booking Engine for any other reason than to make a reservation or manage your reservation or reservation details is not permitted.

### **E. No resale**

29. You acknowledge that without our prior written consent, you will not resell or market any Booking, either alone or bundled with other goods or services.

## F. Fees, Payment and Promotions

30. The booking fee is only fixed after you complete your booking and is expressed by the Online Booking Engine in Australian dollars and inclusive of GST. Prior to completing the Booking, the quoted costs may change.
31. You authorise us to charge your credit card for the Booking and all related fees when you provide us with your credit card information to complete your Booking. You will also be charged a credit card or debit card payment fee which will be a small percentage of your parking fee and reflects our cost in processing your payment. The fee varies depending on the payment method and is set as follows: Visa – 0.55%, Mastercard – 0.55% and American Express – 1.81%.
32. Daily fees are determined in 24-hour increments. The cost for 24 hours is the minimum charge even if you do not use the parking space for the full 24-hour period.
33. Due to limited availability of parking spaces in the car parks, any discounts and promotions are also subject to change, amendment, or cancellation at any time and without advance notice. Spaces that are already subject to a Booking are excluded from the offer.
34. Promotional discounts are limited to allocated spaces and cannot be used in conjunction with other offers unless explicitly stated. Misuse of promotional codes may result in cancellation of a Booking without refund.
35. Promotional codes are valid only for the Booking dates specified in the promotional offer. If you amend or change your Booking after the promotional validity period has ended, the original discount may no longer apply, and the amended Booking will be subject to the rates available at the time of the amendment.
36. The Online Booking Engine may not always offer all the specials that are offered at Newcastle Airport. Alternatively, certain deals could be restricted to the Online Booking Engine and not available at the Newcastle Airport site.

## G. Booking Period & Car Parks

37. No refunds will be issued for exiting earlier than your Booking Period.
38. One entry and one exit are permitted during the Booking Period.
39. If your Vehicle remains in the Car Park outside of the nominated Booking Period (including arriving prior to the booked entry time or exiting after the booked exit time), you will be charged for the additional time at the **drive-up rates applicable to that car park**, as displayed on the Tariff Boards at the car park entry. These rates may differ from those available on the Online Booking Engine at the time of your reservation.
40. Overstay charges will be calculated automatically and payable at the exit gate. You may view your total charge at the payment terminal prior to exiting. Overstay charges will be calculated based on the total duration your Vehicle remains beyond the booked exit time, not as an extension to your current booking period. For example:
  - If your stay extends by 24 hours, you will be charged the applicable **24-hour drive-up rate**.
  - If you overstay by **7 days**, you will be charged the **total drive-up rate for the 7 days**.
41. All overstay charges will be applied in accordance with the prevailing drive-up rates in effect at the time of the overstay.
42. For online Bookings, a 4-hour grace period is allowed after the nominated booked exit time. Charges apply if these limits are exceeded. We may vary the grace period from time to time by notice on our Website.

43. For online bookings, entry is allowed 2 hours before and after the nominated booked entry date. Earlier entry may incur drive-up rates for the duration of overstay period. We may vary the above period from time to time by notice on our Website.
44. If you park in a different car park than booked, you will be charged the drive-up rate for the car park used. No refund or credit will apply.
45. If you fail to enter the car park **on the nominated booked entry day**, your Booking may be considered a **no show**, and you may not be entitled to a refund. Entry after this time may be charged at the applicable **drive-up rate**.
46. Maximum Booking Period is 99 days.

#### **H. Arrival and Exit at the Car Park**

47. Upon arrival at the car park, your Vehicle's licence plate may be read using automatic licence plate recognition (LPR) technology. If the registration number matched the details provided at the time of booking, the system will automatically grant access.
48. If your licence plate cannot be read or recognised, you must insert or tap the same physical credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader at the entry gate.
49. Important: Digital wallets such as Apple Pay or Google Pay may not be recognised as valid, as they generate a different card identifier. Using a digital version of your nominated card may result in drive-up rates being charged instead of your agreed Booking fee and you will not be entitled to a refund or adjustment. You agree to accept this risk if you use a digital wallet to pay.
50. When exiting the Car Park, the same process will apply. The system will attempt to read your licence plate. If unsuccessful, you must again use the same physical credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader.
51. If you use a credit card other than the one nominated at the time of the Booking, including a digital wallet version of that card, your booking may not be recognised. In this case, drive-up rates will apply for the duration of your stay, and you will not be entitled to a refund or adjustment. You agree to accept this risk if you use a different credit card than the one nominated at the time of the Booking.

#### **I. Vehicle/Large Vehicle/Heavy Vehicles**

52. All Vehicles must be able to use one 5.4 x 2.4 metre standard car park; a height restriction of 3.5 meters applies.

#### **J. Car Park Capacity**

53. If the parking space you were allotted in your reservation fills before you arrive, we will use reasonable efforts to allocate a space in an alternative Car Park at **no additional cost**. If the replacement Car Park is of lower value, we will refund the price difference. If no space is available, you will receive a **full refund**.

#### **K. Cancellations, Amendments and Refunds**

54. Cancellations and amendments may be made to your Booking by clicking "Manage my Booking" and selecting the relevant option/s in the Online Booking Engine.
55. You may cancel your Booking at any time up to 2 hours before the commencement of the Booking Period.
56. There are no refunds for cancellations made less than 2 hours before the commencement of the Booking Period.

57. You may amend your Booking up to 2 hours prior to your intended arrival at the Car Park.
58. If you request to amend or modify your Booking, your selected Car Park and rate are subject to availability at the time the amendment is made. Where your originally booked Car Park or product (including promotional or limited-availability products such as the Mystery Car Park) is no longer available, you may be required to select an alternative Car Park. In such circumstances, the applicable Fees will be recalculated based on the rates available at the time of the amendment and may be higher or lower than your original Booking Fees. Any amendment is not confirmed until the revised Booking Details and Fees have been accepted, and payment has been made (if required).

#### L. Your Responsibility Regarding Airline Check-in

59. You are responsible for allowing sufficient time for:

- Parking;
- Terminal access; and
- Check-in procedures.

We are not liable for **missed flights** due to traffic, congestion, or delays accessing your booked parking area.

#### M. Flight Cancellations

60. In the event that your flight is delayed or cancelled, your Booking remains subject to the Terms and Conditions that applied at the time of Booking. Newcastle Airport is not responsible for flight changes or cancellations, and no refunds will be issued for unused portions of your booking due to airline schedule disruptions, unless required by law.
61. You are responsible for allowing sufficient time for traffic, parking, and check-in. If your travel plans change, you may amend or cancel your booking in accordance with Section K.
62. Where the change occurs within a non-refundable period, or you do not attend the car park, the booking will be treated as a no-show and charges will still apply.

#### N. CCTV and Vehicle Security

63. Car parks are monitored via **CCTV** for general safety and security. However, this monitoring is **not for tracking individual Vehicles**, and you park at your **own risk**. Please **do not leave valuables** in your Vehicle. We are not responsible for loss of valuables or any damage to your Vehicle.

#### O. Limitation of Liability

64. Subject to your rights under the **Australian Consumer Law**, Newcastle Airport's liability for any Booking issue is limited to **a refund of the amount paid for the affected Booking**.
65. We do not guarantee the time to find a parking space or travel time to terminals. We are **not liable for missed flights** due to any delay in locating parking or accessing terminals.
66. The Online Booking Engine, the Software, or the Website could include typographical or factual errors.
67. The World Wide Web is accessible over unprotected, public networks that are neither private nor secure. As a result, you understand and agree to the possibility of third parties intercepting, using, or changing any communication to or from the Online Booking Engine or the Website.

68. Without prior notice, we reserve the right to modify any of the content on the Online Booking Engine or the Website. We don't guarantee that anything on the website or the Online Booking Engine will be updated.
69. It is your responsibility to evaluate the suitability, quality, physical condition, timeliness, correctness, completeness, and trustworthiness of the information on or available through the Online Booking Engine or the Website.
70. By using the Online Booking Engine, the Website, any content on or accessible through the Website, any Booking you make using the Online Booking Engine, or by using the Car Park, you agree to assume all risks and responsibility for any loss, damage, costs, and other repercussions.
71. Whether or not caused or contributed to by any negligent act or omission, we will not be liable for any loss or damage (including indirect, special, or consequential loss or damage) resulting from the use of, inability to use, or reliance on the content or information available on or accessible through the Online Booking Engine or the Website, including but not limited to:
  - i) Your reliance on the Online Booking Engine, the Software, or the Website; the remarks or actions of any of our employees or agents; any unauthorised access to or alteration of your transmissions or data; any information sent or received or not sent or received; any failure to store or loss of data or files or other content; and any delay or interruption of the Online Booking Engine.
72. To the fullest extent allowed by law, we will not be liable for any loss, damage, injury, or death you may suffer, or that of any other person or property, resulting from or connected in any way to any Booking, even if we have been informed of the possibility of such damage and regardless of whether it was brought on by any negligent act or omission.

#### **P. Release and Indemnity**

73. You consent to release, hold harmless, indemnify, and maintain in indemnity us, as well as our officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against any and all losses, damages, expenses, and costs incurred by you (including, on a full indemnity basis, legal fees), as well as any and all third-party claims, liability, losses, damages, expenses, and costs resulting from any claim, demand, suit, action, or proceeding by any person in.

#### **R. Privacy**

74. These Terms and Conditions are incorporated by reference into the Newcastle Airport Pty Ltd Privacy Policy, which is available on the Website. The following also applies in addition to the Privacy Policy: In order to complete your Booking, we will need to gather and retain certain personal data, such as your name, postal code, vehicle registration number, phone number, email address, and payment card information ("Personal Information"). Such Personal Information will be collected and retained for the purposes of completing your Booking and may also be used for promotional, marketing, publicity, research and profiling purposes (including updates, research, newsletters and promotional offers), unless you advise us that you do not wish to receive this material. By accepting these Terms and Conditions you agree to the processing and disclosure of the Personal Information for the above-mentioned purposes but if you would like to review or modify any part of your Personal Information then you should contact us.
75. We will, on request, provide an individual with access to any Personal Information it holds about you unless there is an exception which applies under the Australian Privacy Principles set out in the Privacy Act 1988 (Cth) preventing such disclosure. We may recover our reasonable costs

of providing access to this Personal Information from the individual making the request. Appropriate technology and security policies, rules and measures will be implemented to protect the Personal Information that we have under our control from unauthorised access, improper use, alteration, unlawful or accidental destruction and accidental loss.

76. By making a Booking, you acknowledge and agree that you may be automatically entered into promotional campaigns, competitions, prize draws or similar marketing activities conducted by us from time to time in connection with our parking products and services.
77. Where automatic entry applies, no additional action or payment is required. Entry is subject to the specific terms and conditions of the relevant promotion, which will be published on our Website.
78. You consent to us using the Personal Information provided at the time of Booking, including your name, email address and telephone number, for the purposes of administering the promotion, contacting you if you are selected as a winner, verifying eligibility and delivering any prize. If you are a winner, your details may be disclosed as required by law or for the purpose of conducting the promotion.
79. If you do not wish to participate in such promotional activities, you may opt out at any time by contacting us or by following the unsubscribe or opt-out instructions at the time of the Booking.

## **S. General**

80. In the event that we are unable to fulfil our obligations under the Terms and Conditions due to strikes, riots, fire, explosion, pandemics, acts of God, governmental action, or any other event beyond our reasonable control, such as a technological malfunction or the actions of third parties, we will not be held responsible.
81. These Terms and Conditions supersede all prior or contemporaneous written or oral understandings or agreements regarding the Online Booking Engine or the Website, and together with the Terms of Use and Newcastle Airport Pty Ltd Privacy Policy, which are available on the Website, constitute the entire agreement between you and us with respect to the Online Booking Engine or the Website.
82. If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.
83. The failure by us to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of us in respect of any existing or subsequent breach of these Terms and Conditions.
84. No waiver by a party of a provision of this Agreement is binding unless made in writing.
85. The law of New South Wales, Australia governs these Terms and Conditions. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of New South Wales and the Commonwealth of Australia for any cause of action relating to or arising under these Terms and Conditions.
86. We operate the Website in Australia. Information contained on the Website may not be appropriate or available for use in other locations. If you access the Website from other locations, you do so at your own initiative and you are solely responsible for compliance with local laws.
87. The rights and remedies of a party to this Agreement are in addition to the rights or remedies conferred on the party at law or in equity.

## T. Comments & Complaints

88. Any comments or complaints relating to the process of online booking should be made in writing to us by email to [hello@newcastleairport.com.au](mailto:hello@newcastleairport.com.au). Please provide us with as much information as possible. This will make it easier for us to respond to you. We will try and answer all complaints within 10 working days.