



1. Terms

These Terms and Conditions set out the terms which apply to our acceptance of Booking to park in our Car Parks. It is important that you read them and understand them before completing your Booking. Your access to and use of the Website and any Booking made through our Website is subject to these Terms and Conditions. Use of the Website and any Booking made through the Website indicates your acceptance of these Terms and Conditions. Your entry into and use of the Car Parks is also subject to the conditions of entry to Car Parks which are displayed at the entry to all Newcastle Airport Car Parks and can be found published on the Website. Where you are booking a park that offers a promotional or discount rate, the Terms and Conditions for the applicable promotion or discount will be made available for your review and acceptance.

2. Definitions

When reading these Terms and Conditions the following words or phrases have the following meanings, unless the context otherwise requires:

"Booking" Any reservation for the parking of a vehicle at a car park made through our website

"Booking Details" refers to the information about your Booking that we have provided to you and that you have accepted as part of making your reservation on our website. This information includes the Booking Term, Car Park reserved, and any Fees.

"Booking Period" The time frame that your booking covers, as stated in your booking details.

"Car Parks" refers to the parking places at Newcastle Airport that we have designated and manage, such as the Premium, Short Term, Long Term, Long Stay Saver, and Long Stay Saver Overflow Car Parks.

"GST" means the goods and services tax as provided for by the GST Law;

"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.

"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.

"Personal Information" has the meaning outlined in this Agreement's clause 14:

"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; "Tariff Board" means any board or notice at the entrance to a Car Park area displaying the standard charges to be paid for parking.

"Vehicle" means any vehicle that is registered to drive on Australian roads and meets the requirements of section 9 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.



“we, us, our” means Newcastle Airport Pty Ltd ABN 30 060 254 542.

“Website” means our website at the domain www.newcastleairport.com.au with its home page or parking home page.

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

3. Changes to Terms & Conditions

The Online Booking Engine, the Website, and these Terms and Conditions are subject to change at any moment without previous notice by Newcastle Airport, and you agree to be governed by such changes. The Terms and Conditions will be updated or modified as necessary and will be posted on our website. You are accountable for reviewing the most recent Terms & Conditions.

4. Online Booking Engine

a) The website offers an online booking engine through which you can request a reservation for a parking space based on the booking period and parking space type that you specify. You guarantee that all the information you give us is accurate and genuine.

b) You will receive an email confirming your booking details and a receipt for the booking fee once you have submitted a request via the website's online booking engine. Until you receive this email confirmation, your reservation is not finalised.

c) Newcastle Airport has the right to cap the number of reservations made by any individual and the amount of parking spots made available for reservations via the online booking engine

d) We make no guarantees that the Online Booking Engine, Software, or Website will perform any function for which it is not intended.

(i) 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.

(ii) You guarantee to us that you did not depend on any representation we made to you when you entered the Online Booking Engine or the Website.

(iii) 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.

e) You guarantee to us that you did not depend on any representation we made to you when you entered the Online Booking Engine or the Website.

f) 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.

g) 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.

5. No Resale

You acknowledge that without our prior express written consent, you will not seek to resell or market any Booking, whether on its own or in combination with other goods or services.

6. Fees and Payment

(a) 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. Depending on the time of booking and availability, the quoted costs may change. 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 - 0.47%, MasterCard – 0.47%, American Express - 2.45%.

b) You authorise us to charge your credit card and all related fees when you provide us with your credit card information to complete your Booking.

c) Due to limited availability of parking spaces in the car parks, all such discounts and promotions are also subject to change, amendment, or cancellation at any moment. We reserve the right to add or remove reserved spaces from the car parks from the offer.

d) 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.

e) Daily fees are determined in 24-hour increments. The cost for 24 hours is the minimum charge.

f) Hourly rates offered through the online booking system are applicable to online bookings only where advertised

7. Booking Period & Car Parks

a) In the event that your time in the car park is shorter than the Booking Period, there are no refunds or changes possible.

b) One entry and One exit are permitted during the booking period;

c) if your car is left unattended in a car park for any period of time after the booking period has ended (for instance, if you arrive early or stay late), you will be charged at the usual car park rates listed on the tariff board. These prices could be different from the ones listed on the online booking engine when you made your reservation.



d) If you park in an incorrect Car Park, you will be charged the standard tariff Car park rates for that relevant Car Park as noted on the Tariff Board. You will not be entitled to a refund or credit in this instance.

f) Maximum Booking Period is 99 days.

8. Arrival and Exit at the Car Park

a) When you arrive at the appropriate Car Park, your licence plate may be read using licence plate recognition software, the system will match your number plate provided at the time of booking and allow entry, if your number plate is unable to be read you must insert or tap the same credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader.

b) When exiting the car park, your licence plate may be read using licence plate recognition software, the system will match your number plate provided at the time of booking and allow exit, if your number plate is unable to be read you must insert or tap the same credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the credit card reader.

c) If you use the incorrect credit card you will be charged the standard tariff Car Park rates for that relevant Car Park as noted on the tariff Board. You will not be entitled to a refund or credit in this instance.

9. Vehicle/Large Vehicle/Heavy Vehicles

a) 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.

10. Car Park Capacity

a) In the unlikely event that the parking space you were allotted in your reservation fills up before you arrive during the booking period, we will make every effort to find another parking space for you to use at no additional cost. We will refund you the difference if you are forced to park in a cheaper car park.

11. Cancellations, Amendments and Refunds

Cancellation and refund terms vary depending on whether you have a booked Flexible (standard) Non-Flexible (Discount/Promotional) Rates as set out below.

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.

(a) Flexible (Standard) Rates

- (i) You may cancel your Booking at any time up to 2 hours before the commencement of the Booking Period.
- (ii) There are no refunds for cancellations made less than 2 hours before the commencement of the Booking Period.
- (iii) You may amend your Booking up to 2 hours prior to your intended arrival at the Car Park.

(b) Non-Flexible (Discounted/Promotional) Rates

- (i) There are no refunds for cancellation of Bookings.
- (ii) There are no amendments permitted to Bookings.

12. Limitation of Liability

a) We make no guarantees regarding the length of time it will take to pull into a parking space, or on the availability of or duration of the walk between parking spaces and the terminal structures. We are not responsible for missed flights for any cause.

b) The Online Booking Engine, the Software, or the Website could include typographical or factual errors.

c) 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.

d) 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.

e) 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.

f) 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.

g) Whether or not brought on 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.

h) 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.

13. Release and Indemnity

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 connection with or arising out of your use of our services, breach of this agreement, or violation of any applicable laws or regulations.

14. Privacy

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: 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.

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.

15. General

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) No waiver by a party of a provision of this Agreement is binding unless made in writing.
- f) 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.



g) 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.

h) 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.

16. Comments & Complaints

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. 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.