

Gladstone Airport Corporation

Car park conditions of entry

By entering or using the Gladstone Airport Corporation ABN 27 300 231 899 (GAC, we, us, and our) car park, you are agreeing to the following conditions of entry, and schedule (Terms). If you do not agree to these Terms, you must remove your vehicle from the car park immediately, and provided you do so within 30 minutes of your entry time, you will not be charged a parking fee.

You acknowledge and agree that:

- 1 Use of car parks involves significant risk including but not limited to damage to property, physical harm, personal injury and/or death to users. Any such loss or injury may be caused by other car park users, pedestrians, and other persons, hazards created by weather, the condition of the car park, malfunctioning equipment, malicious damage, or theft. You enter and use the car park at your own risk;
- 2 You must comply with all signs, rules, and directions displayed on the property and any instructions given by us. You and your vehicle must not cause any obstruction;
- 3 The Australian Consumer Law (ACL) provides consumers with guarantees that cannot be excluded, restricted or modified. These Terms do not affect any rights you have under the ACL or any other legal rights which cannot be excluded or modified;
- 4 For services that are not services of a kind ordinarily acquired for personal domestic or household use or consumption, and/or where you are in trade, you agree that we limit our liability, as permitted by the ACL, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again;
- 5 Subject to above clause 4 and any other legal restriction:
 - (a) neither party is liable to the other for any indirect, special, consequential or economic loss or damage whether or not arising from default or negligence by either party, their employees, or agents; and
 - (b) to the extent permitted by the ACL, we exclude all terms, conditions, warranties, guarantees (either express or implied), and any liability that might apply to us in respect of these Terms or anything done under them;
- 6 No employee, agent or contractor of GAC has authority to accept any goods for safe custody and we will not be liable for any loss or damage to any vehicle or property alleged to have been left by you with us or any employee, agent or contractor, regardless of how that loss or damage is caused;
- 7 To the extent permitted by law:
 - (a) you release us from all claims, actions, and demands due to any loss, death, damage or injury occurring in the car park; and
 - (b) we are not liable for any loss or damage to, without limitation, any vehicle, accessories, contents or personal property left with us, in the vehicle or in the car park,

except to the extent such loss, damage or injury is directly caused by GAC's negligence or breach of these Terms;

- 8 Parking fees will be charged in accordance with the attached schedule. A further parking fee may be payable each time the vehicle enters the car park. You must pay us the parking fees upon demand;
- 9 You must retain your parking ticket until you have made payment of your parking fees. If you lose your ticket, you will be charged a Lost Parking Ticket fee per the schedule;
- 10 You grant us a 'security interest' (as defined in the *Personal Property Securities Act 2009* (Cth) (PPSA)) in the vehicle to secure everything you owe us in respect of these Terms. We may retain possession of the vehicle until everything you owe us in respect of these Terms has been paid. Parking fees will continue to accrue during the period that we retain the vehicle until we recover all fees, costs, and charges. If amounts due to us in respect of these Terms remain unpaid after 30 days, you agree that we can sell the vehicle and use the proceeds to pay the amounts you owe us, and you agree to take all steps required by us to enable us to do so. Our rights and powers in relation to the security interest described in this clause do not limit our rights and powers under the PPSA. Nothing in these Terms limits or excludes any common law or statutory lien or other rights we have over the vehicle;
- 11 We reserve the right for us and our contractors or agents to enter, move, or tow away your vehicle if we decide reasonably that it is necessary for operational, emergency, or safety reasons. In addition to your being liable for parking fees, we may issue you with an infringement notice and/or charge you a reasonable amount for moving your vehicle if the need arises:
 - (a) due to your breach of these Terms or Council local laws;
 - (b) based on our reasonable belief that your vehicle is abandoned; or
 - (c) during the period of retention or sale for non-payment;
- 12 You are liable for any damage caused by you or your vehicle to the car park, including but not limited to any damage caused by oil or other substances that leak from your vehicle;
- 13 You indemnify us in respect of all losses, costs (including reasonable legal costs) or expenses that we may suffer or incur in respect of: (a) your breach of these Terms; (b) your vehicle; or (c) your use of the car park. In the case of items (b) and (c), your liability to indemnify us is reduced to the extent that any relevant loss, cost, or expense is caused by our negligence, default or breach of these Terms;
- 14 Neither party will be: in breach of these Terms as a result of, or liable for, any failure or delay in the performance of that party's obligations under these Terms to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or any act or omission of that party. This clause does not apply to your obligations to pay money under these Terms;
- 15 In clause 14, 'Force Majeure Event' means any occurrence or omission outside a party's reasonable control, as a direct or indirect result of which the party relying on the event is prevented from or delayed in performing its obligations under these Terms (other than a payment obligation), and includes: a physical natural disaster including fire, flood, lightning or earthquake; war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; border closure, epidemic, or quarantine restriction; ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency; law taking effect after the date of these Terms; and strike, lock out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors;
- 16 Time is of the essence in the performance of obligations under these Terms;

- 17 To the extent permitted by law, any statement, representation or promise made prior to entry into these Terms, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference into these Terms;
- 18 Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into these Terms;
- 19 A clause or part of a clause of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining clauses or parts of the clause of these Terms continue in force;
- 20 The failure of a party to require full or partial performance of a provision of these Terms does not affect the right of that party to require performance subsequently;
- 21 A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy;
- 22 These Terms are governed by the laws of Queensland, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland in respect of any dispute arising out of these Terms; and
- 23 It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays. We have no liability if you miss your flight for any reason or experience unexpected delays.