

## **Online Booking Terms**

These Terms and Conditions (Terms) constitute a legally binding agreement between Alice Springs Airport Pty Limited (ASA, we or us) and you (and, if applicable, any person or entity on whose behalf you are using this website or who uses your booking to park a vehicle) (collectively, you).

These Terms govern your purchase and use of a pre-booked car park through the online car park booking facilities (Booking) we offer on our website at [www.alicespringsairport.com.au](http://www.alicespringsairport.com.au) (Website). Bookings are offered in respect of the Alice Springs Airport Short Stay and Long Stay car parks controlled by ASA (Car Parks).

ASA may vary these Terms at any time, without notice, by displaying the amended Terms on the Website. You should review the Terms each time before making a Booking.

By making a Booking, using the Website or using the Car Parks on the basis of a Booking, you acknowledge that you have read and understood, and agree to be bound by, these Terms, as well as the Conditions of Entry (which are displayed at the entrance of each Car Park) and Privacy Policy (all of which all deemed incorporated into these Terms).

### **1. Eligibility**

1.1 To make a Booking you must be at least 18 years of age.

1.2 You may make a Booking by using the "Guest" functionality, or by registering and using an account (Your Account). If you create Your Account, you must keep your user name and password confidential, and must not permit any other person to use Your Account. Your Account will also enable you to manage your Bookings (including cancelling and amending Bookings – see section 8 below).

1.3 Bookings may be made for cars, motorcycles, light utilities and light vans.

1.4 You acknowledge that vehicles in excess of 2.3 metres in height or 5.0 metres in length are unable to use the Long Stay car park due to the Solar panels in situ being connected to our Solar Power electricity grid and the ease of damage. Vehicles exceeding these dimensions may use the double length bays in the Short Stay car park at the rate daily displayed for that car park.

### **2. Privacy**

2.1 We will handle all personal information that we collect in accordance with ASA's privacy policy, which is accessible at [www.alicespringsairport.com.au](http://www.alicespringsairport.com.au) (Privacy Policy), and as set out in this clause.

2.2 We will collect personal information from you when you make a Booking or create Your Account with us. If you do not provide us with this information we will be unable to process your Booking.

2.3 We may also collect other personal information from you when you use the Website (including, through the use of cookies) which we may use for business and marketing purposes. If you do not accept the use of cookies, or if you delete all the cookies used on the Website through your web browser settings, the Website may not function properly.

2.4 We may also collect other personal information from you when you use the Car Parks (including your image, licence plate number, location and movements and other information, through CCTV surveillance and number plate recognition technology) which we use for crime prevention, airport security, management and operational purposes. You will be unable to use the Car Parks unless you agree to being recorded on CCTV for these purposes.

2.5 By providing us with your personal information, you consent to us using that information for direct marketing purposes (including sending you communications by email and SMS, in relation to products, services, promotions and benefits offered by ASA and our airline partners and tenants), and for market research in accordance with our Privacy Policy. You can opt out of marketing communications sent by email, SMS or post at any time, using the opt-out mechanism provided in a communication, by logging into your account and deselecting the mailing list option, or by contacting us on the details below.

2.6 We may disclose your personal information to third parties (such as government agencies, our contractors or agents) for the business, safety, management and operational purposes for which it was collected, and as otherwise permitted or required by law. ASA will not usually disclose your personal information to recipients located overseas, unless you have consented to such disclosure or it is required or permitted by law.

2.7 For further information about how your personal information will be handled, please refer to ASA's Privacy Policy or contact our Privacy Officer at [privacy@ntairports.com.au](mailto:privacy@ntairports.com.au).

### **3. Prices**

3.1 All prices are in Australian Dollars (AUD) and inclusive of GST. Pricing will vary depending on a number of factors including, but not limited to, the date and time period of your Booking (Booking Period), the selected Car Park and availability of spaces.

3.2 We may vary our prices from time to time. The price for your Booking (Parking Charge) will be displayed on the Website prior to you placing your Booking and is subject to confirmation at the time of acceptance by us.

3.3 You acknowledge that despite our reasonable precautions, the Parking Charge may be displayed at an incorrect price. In these circumstances if we have accepted your Booking we reserve the right to cancel it and refund any amounts you have paid.

3.4 You must not transfer or resell any Booking (or attempt to do so), whether or not in combination with any other products or services, unless authorised by us in writing. The Booking may only be used by you.

3.5 If we lower our rates, for the exact same Booking Period and Car Park, we'll refund you the difference on your booking. The booking must be made through [www.alicespringsairport.com.au](http://www.alicespringsairport.com.au) and is not valid in conjunction with any promotion code.

### **4. Disabled parking spaces**

4.1 Our Car Parks include accessible spaces for use by mobility card holders, but unfortunately, we cannot accept Bookings for specific parking bays, including disabled parking bays, [Disability Access Plan](#). If you have particular requirements, please contact us at [bookings@alicespringsairport.com.au](mailto:bookings@alicespringsairport.com.au) or use the intercom on the boom gate machine. Any personal information (and in particular sensitive information) we may collect in these

circumstances will be handled in accordance with our Privacy Policy found on our website at [privacy policy](#).

## **5. Bookings and acceptance**

5.1 By placing a Booking you make an offer of that Booking on these Terms to us, which is subject to our acceptance. ASA reserves the right to refuse part or all of any Booking placed by you.

5.2 When you place your Booking you represent that the content of your Booking is correct, including your name, contact details, credit card information, Booking Period, licence plate number of the vehicle that will use the Booking (Vehicle) and selected Car Park.

5.3 We will issue a confirmation notice to you by email or via the Website upon ASA accepting your Booking (Booking Confirmation). The Booking Confirmation will include the Booking Period, Parking Charge, the Car Park, the licence plate number of the Vehicle, and a unique booking reference number (Booking Number).

5.4 Your Booking is valid for the Booking Period at the Car Park for the Vehicle specified in the Booking Confirmation (subject to these Terms). We recommend you print and retain your Booking Confirmation.

## **6. Payment**

6.1 The amount of the Parking Charge will be displayed prior to you confirming your Booking.

6.2 Payment of the Parking Charge may be made by credit card only using the cards shown on the Website. By placing the Booking, you authorise us to charge your credit card for the amount of the Parking Charge.

6.3 ASA does not warrant the security of your data. You transmit data using the online booking facility entirely at your own risk.

6.4 If your payment is declined or is not received, your Booking will not be accepted and you will not receive a Booking Confirmation (or, if one has been received, it will be deemed cancelled).

## **7. Reservation and access**

7.1 Bookings are valid for one entry and one exit only. If you exit during your Booking Period, you will incur parking charges for each subsequent entry at the ordinary parking rates specified on the parking rates board at the Car Park (Rates Board).

7.2 Availability of the Car Park subject of your Booking is subject to our technical, logistical, operational and security requirements. You acknowledge and agree that if we are unable to accommodate your Vehicle at the Car Park listed in your Booking Confirmation, we may direct you to another Car Park, or provide you with a refund.

7.3 To gain access to, or to exit, the Car Park using your Booking, our system will recognise a license plate if you have provided it first, if the boom gate does not open, you must scan the QR code supplied on your booking confirmation email. This will allow entry to and exit from the Car Park during the Booking Period without further charge.

7.4 Additional charges will be incurred, if you exit the Car Park after the Booking Period. The rates on the Rates Board will not necessarily reflect rates available online at the Website, or the Rates charged as a result of this clause.

7.5 If you do not have the QR Code for use on entry to or exit from the Car Park, then you may contact us using the intercom for assistance.

7.6 We may, in our discretion, permit you to redeem your Booking if you provide the Booking Reference Number and details in the Booking Confirmation and any other details we require.

7.7 Bookings cannot be made for any particular parking bay. You must not park in any parking bay marked as reserved.

7.8 You must use a Vehicle fitted with a licence plate, ensuring that the licence plate is legible and not obscured.

7.9 You must follow any instructions set out in the Booking Confirmation email.

## **8. Cancellations and amendments**

8.1 Cancellations and amendments must be made at least 24 hours prior to the start of the Booking Period:

(a) using the "Manage My Booking" function in Your Account;

(b) by emailing [bookings@alicespringsairport.com.au](mailto:bookings@alicespringsairport.com.au) and providing details of the Booking, including the full name, address and booking reference number; or

(c) by calling ASA's customer service operator on +61 8 8951 1211 who is generally available between 8.30am to 2.30pm Alice Springs time Monday to Friday.

8.2 No cancellations or amendments will be accepted by ASA after this time.

8.3 A refund of the Booking Fee is available for a Booking cancelled at least 24 hours prior to the start of the Booking Period, provided the Booking was made direct with ASA using the Website. You may contact us using the details set out below to request a refund. Otherwise you must seek a refund from the person (e.g. travel agent or other authorized reseller) who made the Booking (and you acknowledge that any such refund may be subject to their terms and conditions which may differ from these Terms).

8.4 No refunds are available if you do not use your Booking, or if your actual use of the Car Park is shorter than the Booking Period.

## **9. Risk**

9.1 To the extent the law permits, we are not liable for the loss of, or any damage to, vehicles, accessories, contents or other property while in the Car Park or otherwise on ASA premises, whether the loss or damage arises from theft, negligence, collision or any other cause. We will not be liable for release of the vehicle to any person, whether or not that person has authority to possess it. You acknowledge and agree that no employee, contractor or agent of ASA has authority to accept any goods for safe custody. You use the Car Park and leave the Vehicle at your own risk.

9.2 We may remove any vehicle left in the Car Park in contravention of these Terms.

## **10. Flight check-in or other appointments**

10.1 It is your responsibility to meet your airline's check-in time or meet any other applicable deadlines and to allow sufficient time for unexpected delays due to any circumstances whatsoever including without limitation traffic congestion at or near Alice Springs Airport, unavailability of Car Park space (see clause 7.2), accident, road works, delays or inoperability of transport services between the Car Park and the ASA terminal or circumstances of force majeure.

## **11. Liability and indemnity**

11.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms.

11.2 If a supply under these terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (ACL), nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits us to limit our liability, our liability will be limited to:

(a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

(b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

11.3 Subject to clauses 11.1 and 11.2, our liability and that of our related entities will be limited to the amount of the Parking Charge paid by you for the relevant Booking.

11.4 Under no circumstances are we liable for any incidental, special, indirect, consequential or punitive loss or damage of any character, including any lost profits, lost opportunity or loss of reputation. In addition, we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is:

(a) caused by your acts or omissions or the acts or omissions of other users of the Car Park; or

(b) otherwise in excess of what an ordinary person in a like situation would suffer, or which is caused by circumstances unique to your situation.

11.5 You indemnify us and our related entities against all losses, damages, costs, expenses and liabilities (including without limitation legal fees and disbursements) incurred as a result, directly or indirectly, of:

(a) any breach of these Terms or law;

(b) any death, illness or personal injury to any person or any damage to any real or personal property directly or indirectly caused or contributed to by any wilful, malicious, unlawful or negligent act or omission; or

(c) the unsafe or illegal operation of a Vehicle, by you, except to the extent that any negligent act or omission by us contributed to the cost, expense, loss or damage.

## **12. Availability of Website**

12.1 We do not warrant that our online booking service will be available at all times, or will be uninterrupted or error free, or that the Website are free of viruses, errors, malicious code or other forms of interference which may damage your system. Availability of this service is subject to our technical, logistical, operational and security requirements.

## **13. General**

13.1 If any part of these Terms is held to be void or unenforceable, the remainder of these Terms will continue in full force and effect.

13.2 Nothing in these Terms creates or will be construed as creating any tenancy or conferring any interest of any nature in the Car Park or any part of it.

13.3 These Terms are governed by the laws in force in the Northern Territory of Australia and you agree to submit to the exclusive jurisdiction of the courts of the Northern Territory and the courts of appeal from them.

## **14. Contacting us**

14.1 If you have any questions or comments regarding a Booking or these Terms please contact us by email [bookings@alicespringsairport.com.au](mailto:bookings@alicespringsairport.com.au) or by telephone on +61 8 8951 1211.

## **15. Promotions**

15.1 We may offer promotions in conjunction with our online car parking facilities. These promotions are only valid until the date specified on the promotional material and can be withdrawn at any time at ASA's absolute discretion. The promotion may be subject to any additional terms and conditions as outlined on the promotional material.

## **16. Weekend Special 15% off Promotion**

16.1 All of the above Online Booking Terms and Conditions as well as the following Terms and Conditions apply to this promotion.

16.2 Savings is based on a 15% discount on the drive-up rate on the Long Stay car park only.

16.3 The promotion is valid for any bookings made until 30<sup>th</sup> June 2019.