Melbourne Avalon Airport– Online Parking Terms and Conditions

1. Introduction

1.1. This document sets out the terms and conditions that apply to Melbourne Avalon Airport's online booking system. These terms and conditions incorporate:

(a) conditions of entry to the Car Park (which are displayed at the entry, are also available [here](#)); and

(b) terms and conditions for any promotional or discount offer.

(Collectively, "**the Terms**").

2. Agreement

2.1. The Terms will be binding when:

(a) you have completed and submitted an online booking form via Melbourne Avalon Airport's website at [Avalon Airport - Flying Made Easy](#); and the official processing page being SKIDATA Australasia Pty Ltd ('SKIDATA')

(b) Melbourne Avalon Airport has accepted your booking by providing confirmation of your booking number and receipt of payment.

3. Changes to Terms

3.1. Melbourne Avalon Airport reserves the right to change the Terms from time to time for future bookings and Melbourne Avalon Airport recommends you read the Terms carefully at the time of every booking. If the Terms are amended, the updated Terms will be displayed on our website at [Avalon Airport - Flying Made Easy](#).

3.2. Melbourne Avalon Airport will not change the Terms for an existing booking that has been accepted by Melbourne Avalon Airport. The Terms that will apply to your booking are the Terms that applied at the time you made your booking.

4. Online Booking System

4.1. Melbourne Avalon Airport provides an online booking system accessible at [Avalon Airport - Flying Made Easy](#) by which you may book a car park, subject to the Terms (Link).

4.2. Melbourne Avalon Airport does not guarantee:

(a) that the online booking system will be always available; and

4.3. Melbourne Avalon Airport reserves the right to limit the number of online bookings per person.

5. No resale

5.1. You agree that you will not attempt to resell or market any booking, whether on its own or bundled with other products or services.

6. Price and payment

6.1. The price shown when you are making an online booking (the "**Quoted Purchase Price**"):

Avalon Airport Australia Pty Ltd. Locked Bag 9 Lara VIC 3212.
Telephone: +61 3 5227 9100 **Website:** www.avalonairport.com.au

ACN: 069 136 652
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(a) is in Australian dollars;

(b) includes GST; and

(c) includes credit card processing fees (if applicable).

6.2. By completing and submitting an online booking form with your credit card details, you are authorising Melbourne Avalon Airport to charge your credit card with the Quoted Purchase Price.

6.3. Melbourne Avalon Airport may, from time to time, offer discounted or promotional rates. To the extent any terms and conditions governing these discounts or promotions differ from these Online Booking Terms and Conditions, this will be advised at the time of booking, and any such differences will prevail over these Online Booking Terms and Conditions in the event of any inconsistency. All such discounts and promotions are subject to availability, and Melbourne Avalon Airport reserves the right to add or remove spaces to or from the promotion, or to vary, amend or cancel promotional rates at any time for future bookings.

6.4. Not all promotions available at Melbourne Avalon Airport will be available via the online booking system. Conversely, some promotions may be exclusive to the online booking system.

6.5 If a pre-booking has not been completed prior to drive up, you will be charged the drive-up rates for the Car Park (noting that these rates may vary from the rates quoted via the online booking system) Click here for Melbourne Avalon Airport's rates.

6.6 For an online booking you may arrive up to 60 minutes before your booked entry time. If you arrive any earlier, you will be charged at drive-up rates (noting that these rates may vary from the rates quoted via the online booking system) and you will not be entitled to a refund or credit on those charges. Click here for Melbourne Avalon Airport's drive-up rates.

6.7. You may enter the car park after your booked entry time, or exit before your booked exit time, without incurring any additional fees.

6.8. If you exit a before your booked exit time (as confirmed by Melbourne Avalon Airport via email), you will not be entitled to a refund or adjustment.

6.9 For an online booking there is a 60-minute grace period for exit after your booked exit time. If you exit more than 60-minutes after your booked exit time, you will be charged for the time beyond this and you may not be entitled to a refund or credit on those charges.

6.10. The online booking system only permits bookings for a maximum amount of 90 consecutive days.

6.11. You may only enter and exit once per booking period – if you exit a and re-enter during a booking period, you will be charged the drive-up rates (noting that these rates may vary from the rates quoted via the online booking system) and you will not be entitled to a refund or credit on those charges.

7. Ecommerce Parking Tool

7.1 The company responsible for processing your data is: SKIDATA Australasia Pty Ltd ("SKIDATA")

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7.2 Creating a profile: When you create a user profile you accept these terms, you become a user. If you are the user, you are the one responsible for paying for the service(s) you are using. We grant you the right to use the tool until your user profile is terminated or until your access is revoked.

7.3 Profile Information: As the user it is your responsibility to providing true, accurate and complete information and for verifying the accuracy of any information that you use or any of our services for your legal, tax and compliance obligations. You are also responsible for protecting your username and password from getting stolen or misused. The App has minimum password standards, but you are responsible for ensuring that your password is strong and cannot be easily guessed. The stronger the password the better!

7.4 New or revised features: If new or updated features are introduced, there might be additional terms. We will let you know what those terms are before you start using those new or updated features. If you continue to use after they become available, you will be considered to have accepted the amended Secure Parking App terms of use.

7.5. Personal Data: SKIDATA only processes Personal Data for the Processing of payment transactions and support related services

SKIDATA only processes Personal Data which You voluntarily enter. By entering such Personal Data, you consent to it being processed by SKIDATA for this purpose. You can withdraw your consent at any time; however, withdrawing your consent will not affect any processing done in the time between granting and withdrawing your consent. The Web-app only processes Personal Data which is necessary to process Your payment. If you do not consent to such processing of Your Personal Data, your payment cannot be processed as a result.

Once a transaction is completed, transaction data including Personal Data will be stored – based on statutory requirements – for 7 years. Such processing is not contingent on Your consent.

Your Personal Data will only be received by the following parties:

- Windcave, a payment service provider
- Your bank if You choose payment by bank transfer or debit card
- Your credit card provider if You choose payment by credit card

Personal Data will be processed exclusively in the EU with the following exception: when Personal Data originates from Australia, such Personal Data may also be processed on Australian local or regional servers.

7.6 Payment for Services: This Policy only applies in cases in which payment is being affected directly through this Web-app. If a third-party service, such as Google Pay, is being used, SKIDATA does not process any Personal Data and the Privacy Policy of that third-party service provider applies.

7.7 Defending against chargebacks / fraud detection: If you demand to charge back a transaction you effected, SKIDATA may need to process Your Personal Data to defend itself against this chargeback if it thinks this chargeback is based on illegitimate reasons. To minimize illegitimate transactions, SKIDATA screens all transactions for potential fraudulence and – in doing so – processes Personal Data.

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Processing, in both these cases, is based on SKIDATA's legitimate interest in defending itself against monetary losses from illegitimate transactions.

7.8 Validity: This data privacy statement is currently valid and was updated in January 2021.

The continued development of this Web-app, legal changes or official requirements may make it necessary to amend this data privacy statement at some future time.

8. Cancellations, amendments, and refunds

8.1 Cancellations may be made to your booking online by following the cancellation link in your confirmation email or by clicking "Manage my booking" in your account and selecting the relevant option/s.

8.2 Amendments to a booking as not permitted, however you may cancel your booking up to 2 hours prior to your booked entry time. Where the purchase price for the new requested booking period or product:

8.3. If there is less than 2 hours until your booked entry time, the booking is non-refundable, or you will not be able to make changes to your booking.

9. No shows

9.1 If you make a booking and do not make use of that booking, your payment for that booking will still be processed and you may not be entitled to a refund or credit on those charges.

10. Limitation of Liability

10.1. Subject to your rights under the Australian Consumer Law (**ACL**), and in addition to any limitations or exclusions within the Terms, Melbourne Avalon Airport's total liability to you will be limited to a refund of the Quoted Purchase Price for the Car Park booking.

11. Your Responsibility regarding airline check in

11.1. It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays including traffic congestion, Car Parking, accident or delays or suspension of transport services between the Car Park and the terminal (if any).

11.2. We will have no liability to you if you miss your flight for any of the reasons set out in clause.

11.3. We will have no liability to you if your flight is cancelled or delayed.

11.4 We will have no liability for any errors made by you at the time of booking.

11.5. We will only be liable for delay due to our or our agents' wilful breach of the Terms, negligence, or fraud, in which case clause 11.1 will apply.

12. Privacy

12.1. To process your booking, Melbourne Avalon Airport requires personal information including your name, postcode, suburb, vehicle registration, phone number, email, and payment information.

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12.2. Melbourne Avalon Airport collects and manages personal information in accordance with its privacy policy which is available at [Avalon Airport - Flying Made Easy](#)

12.3. Our Car Parks and associated areas are monitored by security surveillance but are not for the purpose of monitoring vehicles. You park in our Car Parks at your own risk. Your attendance at our premises constitutes your acknowledgement of, and agreement to, this.

13. Contact Us

13.1. Any comments relating to the online booking system or Melbourne Avalon Airport Car Parks should be made in writing to us at [Avalon Airport - Flying Made Easy](#)