

## Melbourne Avalon Airport Parking Terms and Conditions

1. Entrance to the Melbourne Avalon Airport Car Park (**Car Park**) establishes a contract between you and Melbourne Avalon Airport (**contract**). The contract is subject to the terms and conditions as set out below (**Terms and Conditions**). A copy of the Terms and Conditions can also be found at the Melbourne Avalon Airport website.
2. For the purposes of the Terms and Conditions, Melbourne Avalon Airport includes all associated entities, employees, agents and contractors (**Avalon Airport**).
3. Where parking is booked online through the Melbourne Avalon Airport website, entrance to the Car Park is subject to the Terms and Conditions, in addition to any terms and conditions that apply to the Melbourne Avalon Airport online parking booking system, as amended from time to time.
4. The Terms and Conditions apply to you and your vehicle at all times while within the Car Park, including your entrance, use and exit of the Car Park. If you do not accept these Terms and Conditions, you must immediately proceed to the nearest exit where you may leave without charge, provided there has been no delay in exiting the Car Park.
5. Entrance to and use of this Car Park is at your own risk.
6. By agreeing to be bound by the Terms and Conditions of this contract, you agree to:
  - a. provide evidence of your lawful entrance to the Car Park if requested, by producing a valid parking ticket as proof of entrance;
  - b. park only in non-restricted parking spaces, unless otherwise authorised;
  - c. comply with all reasonable and lawful directions given to you by Melbourne Avalon Airport;
  - d. drive carefully and responsibly, obeying all speed limits and otherwise complying with all road rules; and
  - e. pay all parking fees and costs incurred through your use of the Car Park.
7. The *Road Safety Act 1986* (Vic) continues to operate once you have entered the Car Park. Entrance to the Car Park is taken to be confirmation that you are a person licenced to operate a motor vehicle in the relevant State or Territory in which your licence is issued.
8. Entrance to and use of the Car Park automatically grants Melbourne Avalon Airport a general lien over the vehicle to the extent that Melbourne Avalon Airport has the right to retain possession of your vehicle if Melbourne Avalon Airport becomes aware of outstanding parking fees and costs associated with your entrance to and use of the Car Park. Where Melbourne Avalon Airport retains possession of your vehicle, parking fees will continue to accrue until all fees and costs are recovered by Melbourne Avalon Airport.
9. Prior to exiting the Car Park, you are required to pay the relevant parking fee. The parking fee is calculated based on the duration a car spends in the Car Park between entrance to and exit from the Car Park. Details of parking fees are located at the payment booths, at the entrance to the Car Park and on the Melbourne Avalon Airport website, as amended from time to time. If you lose or fail to present your parking ticket upon leaving the Car Park, you will be charged the maximum amount displayed.
10. While Melbourne Avalon Airport will take all reasonable steps to protect your vehicle while in the Car Park, you agree to release Melbourne Avalon Airport from all liability, to the maximum extent permitted by law, including any loss, damage or injury that occurs to a person or property, regardless of whether the loss, damage or injury is direct, indirect, incidental, consequential or economic arising from entering, using or exiting the Car Park. Melbourne Avalon Airport waive all liability where loss, damage or injury arises from default, misconduct or otherwise by Melbourne Avalon Airport. Specifically, Melbourne Avalon Airport disclaims all liability to you under or in respect of the subject matter of this contract, which includes any claims arising under statute, tort or otherwise, to the maximum extent permitted by law.
11. Melbourne Avalon Airport will not be liable for loss or damage to any valuables left unattended in your vehicle.