



## **TERMS & CONDITIONS ONLINE BOOKING**

**November 2014**

## Terms and Conditions

### Terms & Conditions: Online Booking

#### 1. Applicable Terms

These Terms and Conditions set out the terms which apply to our acceptance of bookings 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 Cairns Airport Car Parks and can be found in the Airport Notices published on the Website ("Conditions of Entry to Car Parks").

Where you are booking a park that is offered at 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" means any booking made through our Website for the parking of a Vehicle at a Car Park..

"Booking Details" means the details of your Booking as communicated by us and accepted by you in the process of completing your Booking on our Website including the Booking Period and the specific type of Car Park booked and the Booking Fee.

"Booking Fee" means the fee or fees payable in relation to your Booking, as specified in your Booking Details.

"Booking Period" means the period covered by your Booking, as specified in your Booking Details.

"Car Parks" means the car parking spaces identified and controlled by us at Cairns Airport including Short Term, Long Term, Budget Long Term and Covered Car Parks, and "Car Park" shall be interpreted accordingly.

"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" means the online booking service including the Software provided and operated by us for your use in making a Booking.

"Personal Information" has the meaning given to it in clause 14 of these Terms and Conditions;

"Software" means any software which is required by, relevant to, or used in conjunction with the Website and the Online Booking Engine including but not limited to 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 improvements to equipment, technology, methods or techniques relating 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 parked (or to be parked) in a Car Park which fits the specifications in clause 9 and includes any mechanical device on wheels or tracks, its equipment and accessories.

“we, us, our” means Cairns Airport Pty Ltd ABN 18 132 228 221.

“Website” means our website at the domain [www.cairnsairport.com.au](http://www.cairnsairport.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**

Cairns Airport reserves the right to vary, amend and update the Online Booking Engine, the Website or these Terms and Conditions at any time without prior notice and you will be bound by such changes. When the Terms and Conditions are varied, amended or updated they will be displayed on our Website. It is your responsibility to check the current Terms and Conditions.

### **4. Online Booking Engine**

- a) The Website provides an Online Booking Engine by which you may make a request for a Booking for a Car Park on the basis of the Booking Period and type of Car Park which you specify.. You warrant that all information provided by you to us is true and correct.
- b) When you have submitted a request via the Online Booking Engine on the Website, you will receive an email confirmation of your Booking Details and receipt for payment of the Booking Fee. Your Booking is not complete until such time as this email confirmation is received.
- c) Cairns Airport reserves the right to limit the number of Bookings per person and the number of spaces in the Car Parks available for Booking via the Online Booking Engine.
- d) We do not warrant that:
  - i) the Online Booking Engine, the Software or the Website will provide any function for which it is not specifically designed;
  - ii) the Online Booking Engine, the Software or the Website will provide any minimum level of performance;
  - iii) the Online Booking Engine, the Software or the Website will be virus free or free of performance anomalies or be operational without interruption;
  - iv) the Online Booking Engine, the Software or the Website will be available for use at all times.
- e) You warrant to us that at the time of entering into the Online Booking Engine or the Website, you were not relying on any representation made by us.
- f) Except as expressly provided to the contrary in these Terms and Conditions, and to the extent permitted by law, 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 Online Booking Engine or the Website.

## **5. No resale**

You agree that you will not attempt to resell or market any Booking, whether on its own or bundled with other products or services, without our prior express written consent.

## **6. Booking Fee and Payment**

- (a) The Booking Fee quoted by the Online Booking Engine for the Booking:
  - i) is in Australian dollars and is inclusive of GST; and
  - ii) is fixed only when you complete your Booking. Quoted prices may vary depending on the time of Booking and availability.
- c) When you give us your credit card details to complete your Booking, you are authorising us to charge your credit card with the Booking Fee.
- d) We may, from time to time, offer discounted or promotional rates in respect of the Car Parks. These discounts or promotions will be subject to such terms and conditions as advised at the time of Booking. All such discounts and promotions are subject to limited availability depending on availability of spaces in the Car Parks, and we reserve the right to add or remove allocated spaces in the Car Parks to or from the promotion, or to vary, amend or cancel promotional rates at any time.
- e) Not all promotions available at Cairns Airport will be available via the Online Booking Engine. Conversely some promotions may be exclusive to the Online Booking Engine.

## **7. Booking Period & Car Parks**

- a) There are no refunds or adjustments available if your stay at the Car Park is shorter than the Booking Period.
- b) The Booking Period is limited to one entry and one exit only
- c) If your vehicle is parked in a Car Park for any time outside the Booking Period (eg if you arrive early and/or leave late) you will be charged for the time outside of the Booking Period at our standard tariff Car Park rates as noted on the Tariff Board. These rates may vary from the rates quoted via the Online Booking Engine at the time of making your Booking.
- d) If you park in the 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.
- e) The maximum Booking Period is 99 days.

## **8. Arrival and Exit at the Car Park**

- a) When you arrive at the appropriate Car Park, you must insert the same credit card used for your Booking (or the credit card nominated at the time of making your Booking) into the barrier.
- b) When exiting the car park, you must use the same credit card as used upon entry.
- c) If you use the incorrect credit card either upon arrival or exit, 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. Large/Heavy Vehicles**

- a) We only accept cars and light vehicles that are able to fit within the dimensions of a standard car park (5.4m x 2.4m) subject to the following height restrictions;
  - i. Domestic Short Term (Southern Entry) up to 4.0m high.
  - ii. Domestic Long Term up to 4.0m high.
  - iii. Budget Long Term up to 4.0m high.
  - iv. Domestic Covered up to 2.2m high.
  - v. Domestic Short Term (Northern Entry) up to 2.2m high
- b) You are not entitled to a refund if your Vehicle exceeds the size limits we impose from time to time. Please contact us if you wish to make special arrangements to park a larger Vehicle.

## **10. Car Park Capacity**

- a) In the unusual event that the Car Park you have been allocated in your Booking has reached capacity prior to your entry within the Booking Period, we will use our best endeavours to locate an alternative Car Park at no extra charge to you. If you are required to park in a less expensive Car Park, we will refund the difference between the rate on the Tariff Board for that Car Park and the Booking Fee for the Cark Park you were allocated in your Booking Details.

## **11. Cancellations, Amendments and Refunds**

Cancellation and refund terms vary depending on whether you have a booked Flexible (standard)

Rates or 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 24 hours before the commencement of the Booking Period.
- (ii) For cancellations under clause 11(a), you will be refunded the full Booking Fee less payment charges of \$2.
- (iii) There are no refunds for cancellations made less than 24 hours before the commencement of the Booking Period.
- (iv) You may amend your Booking up to 24 hours prior to your intended arrival at the Car Park.

Where the Booking Fee for the amended requested Booking Period or product:

(v) exceeds the Booking Fee for the original Booking, you will be required to pay the difference between these amounts;

(vi) ii. is less than the Booking Fee for the original Booking, you will be refunded the difference between these amounts.

(vii) You may make flexible (standard) rate bookings up to 24 hours prior to your intended arrival at the Car Park.

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

(i) There are no refunds whatsoever for cancellation of Bookings.

(ii) There are no amendments whatsoever permitted to Bookings.

## **12. Limitation of Liability**

a) We give no guarantee as to time taken to enter the Car Park or the availability or time taken to walk between Car Parks and the terminal buildings. To the extent permitted by law, We are not liable to you for any reason for missed flights.

(a) b) The Online Booking Engine, the Software or the Website may contain inaccuracies or typographical errors.

(b) c) The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Online Booking Engine or the Website may be intercepted, used or modified by third parties.

(c) d) We may change any of the material on the Online Booking Engine or the Website at any time without notice. We make no commitment to update any material on the Online Booking Engine or the Website.

(d) e) You are responsible for assessing the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of the material, on or accessible through the Online Booking Engine or the Website.

(e) f) You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Online Booking Engine or the Website or the material on or accessible through the Website or any Booking you make through the Online Booking Engine or your use of the Car Park.

(f) g) We will not be liable for any loss or damage (including indirect, special or consequential loss or damage) arising out of the use or inability to use or reliance on the material or information available on or accessible through the Online Booking Engine or the Website, whether or not caused by any negligent act or omission including but not limited to:-

i) your reliance on the Online Booking Engine, the Software or the Website;

ii) the statements or actions of any employee or agent of us;

iii) any unauthorised access to or alteration of your transmissions or data;

iv) any information that is sent or received or not sent or received;

v) any failure to store or loss of data or files or other content;

vi) your fraudulent, negligent or otherwise unlawful behaviour;

vii) any delay or interruption of the Online Booking Engine, the Software or the Website;

- viii) any loss incurred as a result of a third party obtaining your Personal Information, either with or without your knowledge;
- ix) any loss or damages in relation to the supply of services on or in relation to this Website and any advertisement placed on the Website or information made available on the Website.

h) To the extent permitted by law, we will not be liable for loss, damage, injury or death sustained to you or any other person or property arising from or directly or indirectly related to any Booking, even if we have been advised of the likelihood of such damage and whether or not caused by any negligent act or omission or otherwise.

### **13. Release and Indemnity**

(g) You agree to release and hold harmless and indemnify and keep indemnified us, and our officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against all losses, damages, expenses and costs suffered by you (including solicitor client costs on a full indemnity basis) and all third-party claims, liability, losses, damages, expenses and costs arising from any claim, demand, suit, action or proceeding by any person in relation to or in connection with your Booking, your use of the Website, the Software or the Online Booking Engine or your use of the Car Park or your failure to comply with these Terms and Conditions, or from your violation of any applicable law.

### **14. Privacy**

a) The NQA Privacy Policy which is contained on the Website forms part of these Terms and Conditions.

b) In addition to the NQ Privacy Policy, the following also applies:

- i) In order to process your Booking, we will be required to collect and store personal information including your name, postcode, vehicle registration, phone number, email and credit 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.
- ii) 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.
- iii) We may recover our reasonable costs of providing access to this Personal Information from the individual making the request.

iv) 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

- (h) a) We shall not be liable by reason of the failure in the performance of our obligations under the Terms and Conditions by reason of strikes, riots, fire, explosion, acts of God, governmental action, or any other cause which is beyond the reasonable control of us, including any form of technological failure or the actions of third parties.
- (i) b) These Terms and Conditions together with the Terms of Use and the NQA 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, and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Online Booking Engine or the Website
- (j) 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.
- (k) 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.
- (l) e) No waiver by a party of a provision of this Agreement is binding unless made in writing.
- (m) f) The law of Queensland, Australia govern these Terms and Conditions. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under these Terms and Conditions.
- (n) 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.
- (o) 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 making a Booking should be made in writing to us at our address below or by email to [park@cairnsairport.com.au](mailto:park@cairnsairport.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 5 working days. If we cannot, we will tell you when we expect to be able to do so. If you want to make a complaint, please do so as quickly as possible as the longer you leave it the more difficult it may be for us to check what happened.

Any further comment or queries comments relating to the above, your Booking, or Cairns Airport Car Parks should be made in writing by email to [park@cairnsairport.com.au](mailto:park@cairnsairport.com.au).