

# CAIRNS AIRPORT - VALET PARKING

## Parties

### Vehicle Owner / Operator:

Name: .....

Address: ..... State: ..... Post Code: .....

Mobile: ..... Secondary Contact: .....

Registration ..... State: .....

Make/Model ..... Colour: .....

Signature .....

In signing this form, you hereby agree to the terms and conditions set out in this document.

### Airport Parking Authority:

**Cairns Airport Pty Ltd (ACN 132 228 221)**

## Valet Parking Terms and Conditions

Terms and Conditions upon which Cairns Airport Pty Ltd ACN 132 228 221 (or its properly authorised agents and contractors) (together “CAPL”) accepts your vehicle are set out below. In addition to these terms and conditions, you agree to our Parking Terms and Conditions of Entry (which are displayed at the entrance to all of our car parks), our Parking Terms and Conditions (published on our website [Terms & Conditions » Cairns Airport](#)); and our Airport Notices.

1. By presenting your vehicle to CAPL, you represent and warrant that you are the owner or authorised controller of the vehicle and agree to be bound by these terms.
2. When you are at the Valet Parking Drop Off/Pick Up Area, you must drive carefully and responsibly. You must also make sure that any children and animals are properly supervised and are accompanied at all times. Please be aware of all moving vehicles in and around the Valet Parking Drop Off/Pick Up Area.
3. Before you leave your vehicle and the keys at the Valet Parking Drop Off/Pick Up Area, you must make sure the vehicle is properly secured, is roadworthy, and has a valid registration for the length of its stay. If the access to your vehicle is controlled by a remote keyless system (**RKS**) or remote keyless entry (**RKE**), you will need to leave the necessary access cards, fobs, or valet keys at valet parking drop off/pick up area to enable us to operate your vehicle in accordance with these terms and conditions. If

this is not be possible, CAPL reserves the right to decline the valet service and to direct you to park at a self-park option. You must also remove all personal property and other valuable items before you leave your vehicle at the Valet Parking Drop Off/Pick Up Area.

4. Prior to parking, CAPL will take a minimum of 5 (front, back, drivers side, passengers side and vehicle in situ at the Valet Parking Drop Off/Pick Up Area) and up to 10 condition photographs of your vehicle to record its condition. These photographs will be used as evidence of the vehicle's condition at the time of handover.
5. CAPL does not agree to accept any goods for safe custody and does not accept responsibility for the same.
6. CAPL may move and drive the vehicle to such places as CAPL deems fit during any period of custody, retention or control. This may include locations off-airport, and which may not be under cover. You acknowledge and agree that the vehicle may be driven on public roads, unsealed surfaces and will be exposed to weather and elements.
7. To the maximum extent permitted by law, you leave your vehicle with CAPL at your own risk. CAPL does not accept responsibility for any loss or damage to your vehicle or its contents, except to the extent caused by CAPL's negligence, fraud, or wilful misconduct.
8. Drivers for CAPL may adjust your vehicle's air conditioner temperature, seat, steering wheel and mirror so that they can drive the vehicle safely. For vehicles equipped with alcohol interlock, please provide us with a minimum of four (4) clean and sealed alcohol test tubes to enable us to operate your vehicle as required. Should these not be provided, CAPL reserves the right to decline the valet service and to direct you to park at a self-park option. CAPL also encourages drivers to turn the radio off or down if you have left it on or at a high volume. We do this to protect your property and the drivers and help them drive as safely as possible. CAPL cannot guarantee the above items will be returned in the same position they were in when you left your vehicle.
9. Please give us at least 12 hours' notice if you plan to collect your vehicle early from valet. Failure to provide sufficient notice may result in delays in the return of your vehicle.
10. CAPL may deliver the vehicle to any person: a. producing the customer claim check; or b. offering such other evidence of ownership or authority or entitlement to receive the vehicle as CAPL deems satisfactory.
11. CAPL may retain the vehicle until the customer claim check is produced or a person offers such other evidence of ownership or authority or entitlement to receive the vehicle as CAPL deems satisfactory.

12. CAPL shall have a general lien upon the vehicle and its contents until all sums due for parking and/or other services rendered by CAPL have been paid.
13. Parking fees will be payable in respect of any period of retention and CAPL reserves the right not to deliver the vehicle in accordance with clause 10 above until such fees are paid in full. Payment by debit or credit card will incur a Payment Method Surcharge
14. You must comply with all parking signs, permit zones and directions issued to you by CAPL or its representatives.
15. CAPL will use due care and skill in providing you with the valet service, and endeavour to provide them in a safe and controlled environment. However, using our car parks raises inherent risks you should be aware of. These include the risk of: damage being caused to persons, vehicles or other property by third party drivers, pedestrians and other persons; hazards created by weather and environmental conditions; theft or malicious damage; and malfunctioning equipment such as lighting, lifts, boom gates, electric vehicle chargers or ticket and payment systems. When using our car park, you are required to take reasonable care to avoid damage to yourself, other persons, and CAPL and third-party property.
16. The Australian Consumer Law (**ACL**) sets out certain guarantees that may apply to the supply of services by us, which cannot be excluded, restricted or modified. The exclusion of guarantees and warranties, and the limitation of liability, in these terms and conditions, apply subject to any rights you may have under the ACL.
17. To the extent permitted under the ACL, if the services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, CAPL limits its liability for failure to comply with such a consumer guarantee to either the supplying of the services again or payment of the cost of having the services supplied again.
18. In all other cases not arising under the ACL, our liability (whether under contract, statute, tort (including negligence) or otherwise) to you for loss suffered is limited to the maximum extent permitted by law to the parking fees actually paid by you to us, except to the extent the liability arises from fraud, negligence or default by CAPL, its officers, employees, contractors or agents.
19. You agree to inspect your vehicle upon collection from the valet parking drop off/pick up area and report any damage and/or service concerns before you leave the Valet Parking Drop Off/Pick Up Area. You acknowledge that failure to do so (unless in our reasonable opinion you can produce other satisfactory evidence showing the damage was sustained while your vehicle was in our car park), may result in CAPL rejecting your damage claim if we are unable to determine whether the damage was sustained while your vehicle was at Cairns Airport or after the collection of your vehicle.

20. To the maximum extent permitted by law (including the ACL), neither of us will be liable to the other for any incidental, indirect, punitive or consequential damages.
21. You accept the use of CCTV camera technology, which is operational at all times.
22. If you do not collect your vehicle more than 30 days after the date you stated in your booking, you need to send us (a) the vehicle registration number and (ii) the reason for the delay in collecting the vehicle, and the date you expect to collect it. If you do not send us this information, you agree that CAPL, its agents or representatives may move and/or dispose of your vehicle in accordance with the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld).
23. You agree that if your vehicle appears to be abandoned in the car park or on other Cairns Airport land, CAPL, its agents or representatives may move and/or dispose of your vehicle in accordance with the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld). For the avoidance of doubt and to the extent permitted by law, this agreement replaces any other statute which may otherwise apply in relation to the removal or disposal of the vehicle.
24. Without limiting the *Airport Assets (Restructuring and Disposal) Act 2008* (Qld), if your vehicle remains unclaimed after 3 months, CAPL reserves the right to tow your vehicle to our nominated lot from which it will be disposed of or released through auction.
25. We must comply with the Privacy Laws. Your licence plate information and any personal information provided to us will be dealt with in accordance with our Privacy Policy which can be found at [Privacy Policy » Cairns Airport](#).