

**Terms and Conditions of Mildura Airport Car Park Use**

**Conditions of Entry and Limitation of Liability**

**Version 12.4.2019**

1. These Conditions of Entry form part of the contract between persons who park motor vehicles at Mildura Airport (You) and Mildura Airport Pty. Ltd. (MAPL) for the provision of a Car Park service as evidenced by any MAPL issued Car Park ticket, any MAPL issued Car Parking Permit and/or you entry into any MAPL Car Park by You.
2. You enter and use any MAPL Car Park at your own risk and You are responsible for any damage to You, any damage You cause to anybody else, and any damage You cause to your property or to someone else's property.
3. MAPL is not liable to You or to any person with You for (regardless of how or when it is caused, or by whom it is caused):
  - (a) Injury to You or anybody else;
  - (b) Damage to, destruction of, theft of or unauthorised delivery of any vehicle or any other vehicle whether authorised or not; or
  - (c) Damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle);and in respect of all of the subject matter of each of (a), (b) and (c), You release and indemnify MAPL from any claim, which You might, or which anybody with You might (or would) otherwise have against MAPL.
4. You also agree to indemnify MAPL in respect of any claim made against MAPL as a consequence of, in relation to, or in any way arising out of use of any MAPL Car Park by You.
5. Infringement notices distributed for illegal parking in this Car Park are enforceable under contract law and local council by-laws.
6. A parking fee is payable each time You bring a vehicle into any MAPL Car Park which is designated as having car parking fees payable. If You bring a vehicle into any MAPL Car Park, designated as having car parking fees payable, You agree to pay the parking fee as set out by MAPL as displayed from time to time.
7. You agree to:
  - (a) Produce and display when requested by MAPL, your parking ticket as proof of payment of the parking fee;
  - (b) Produce and display any MAPL issued Car parking Permit, and to comply with the terms of that permit, and the designated and the displayed conditions of the Permit Parking areas.
  - (c) Not to cause any obstruction;

- (d) Not to park anywhere that MAPL designate as a no parking area;
  - (e) Not to use any MAPL Car Park other than in accordance with the restrictions and conditions displayed and any instructions that an authorised officer may give; and
  - (f) Comply with all reasonable directions and requests made by an authorised officer of MAPL.
8. You hereby authorise MAPL to remove, tow and store, at your cost any vehicle that You bring in to any MAPL Car Park that breaches any of these Terms and Conditions of Use and You release and indemnify MAPL for any and all actions, claims and damages associated with the removal, towing and storage of any such vehicle. Further, You hereby grant a lien to MAPL over the vehicle for any removal, towing or storage costs incurred by MAPL with respect to any removed, towed and / or stored vehicle owned or driven by You.
  9. These Conditions of Entry may only be altered by a written agreement between you and MAPL.
  10. If any of these Conditions of Entry are illegal or unenforceable, the offending part is to be read-down or severed, as required, and does not affect the remaining part.
  11. Each exclusion of our liability in these Conditions of Entry is subject to any law which restricts or forbids that exclusion of liability including the Australian Consumer Law and similar state legislation. In particular, You have a right to the resupply of Car Park services or to the payment of the cost of having the Car Park services supplied again if MAPL breach these Conditions of Entry or fail to provide the Car Park service.