



Ace Airport Parking
189 South Centre Road
Tullamarine, Victoria 3043
T: 03 9330 2001
www.aceairportparking.com.au

BOOKING TERMS AND CONDITIONS

Booking Terms and Conditions (“Terms”) Attention:

- You will be charged in full for your Booking if you have not cancelled it earlier than 48 hours before the start date of the Booking Period.
- No refund will be made if your stay is shorter than the Booking Period.
- You must use your e-Ticket supplied to you via attachment in your Booking Confirmation email to enter and exit the Car Park:
 - If you enter the Car Park without using your e-Ticket, your Booking will go unused and you will be charged for the period of your vehicle’s stay in the Car Park.
 - You will incur the full parking charge applicable for your length of stay in accordance with the Parking Rates Board posted at the Car Park entry.
- Your Booking is valid only for the Car Park and Service Level specified in your Booking Details.

1. Introduction

- 1.1. Please read and understand these Terms before completing your Booking. They apply to Bookings for parking at Ace Airport Parking and will form the basis of our agreement with you once a Booking is made and you receive our e-mail confirmation.
- 1.2. If there is anything you do not understand in these Terms or do not agree with, please do not proceed with your Booking. You may contact us at info@aceairportparking.com.au with questions.
- 1.3. Your use of the Car Park is subject to the Contractual Terms and Conditions displayed at the entrance of the Car Park. A copy of link to the [Contractual Terms and Conditions](#) is provided.
- 1.4. By entering the Car Park to fulfil your Booking, you acknowledge that you have read and accepted the Contractual Terms and Conditions and these Booking Terms and Conditions, so please read them carefully. We may vary these Terms (including the Contractual Terms and Conditions) at any time without notice.
- 1.5. Changes in Terms will not affect any Bookings made before the date of change; however, it is your responsibility to ensure that you are familiar with the latest version of these Terms at the time you make a Booking.

2. Definitions

- 2.1. When reading these Terms the following words or phrases have the attributed meanings:
- 2.2. “Authorised Reseller” means a person (or company) expressly authorised by us to sell Bookings.
- 2.3. “Booking” means any online booking made through our Website (or through an Authorised Reseller) for the parking of a Vehicle at a Car Park.
- 2.4. “Booking Confirmation” means the details of your Booking provided on your Booking confirmation sheet that is made available at the time of booking on our Website.



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- 2.5. "Booking Period" means the period covered by your Booking, as specified in your Booking Confirmation.
- 2.6. "Car Park" means the site in which parking services will be provided, and "Car Park" shall be interpreted accordingly.
- 2.7. "Claim" means an action, claim, proceeding, expense or demand.
- 2.8. "Parking Charge" means the parking charges payable in relation to your Booking, as specified in your Booking Confirmation. The Parking charge will include parking fees, booking fees and credit card fees determined by us or our Authorised Reseller, only if applicable and only when specified.
- 2.9. "Parking Rates Board" means any board or notice at the entrance to a Car Park displaying the standard charges to be paid for parking.
- 2.10. "Service Level" refers to self park, valet or any other service designation sold on our website or available in our Car Parks.
- 2.11. "Vehicle" means any vehicle parked (or to be parked) in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
- 2.12. "We, us, our" means the Ace Parking Group and Ace Airport Parking Pty Ltd, ABN 46 620 099 970, its directors, employees, servants, agents and assignees;
- 2.13. "Website" means our website www.aceairportparking.com.au with its home page, parking booking engine pages and other parking information pages.
- 2.14. "You, your" means you, the person making a Booking, an agent making a booking for you (if applicable), and (if applicable) any other person who uses a Car Park for the parking of a Vehicle via that Booking.
- 2.15. The headings are for information only and do not affect the interpretation of these Terms.
3. Our Booking Service
- 3.1. While we will make our best efforts to provide this service to you continuously, we do not guarantee that our online booking service will be available at all times, or that we can provide access to our Car Parks at all times. Availability of Car Parks is subject to our technical, logistical, operational and security requirements.
- 3.2. If in the unusual event we are unable to accommodate you either in the Car Park you booked or Service Level you booked, we may, but will not be obligated to, accommodate your parking needs as follows at our discretion:
- (a) self parkers may be upgraded to valet at no additional charge;
 - (b) self or valet parkers may be directed to park in any non-reserved bay in another car park at no additional charge:



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- If you are directed to use a Service Level that is cheaper than the Service Level you purchased, we will refund the difference in your parking fee.
- (c) if in the unusual event we are unable to accommodate you in any of our Car Parks at the date your booking begins:
- (i) we will make efforts to organise alternative arrangements to accommodate your vehicle at our cost; or
 - (ii) we will provide you with a full refund, unless you purchased your booking from any person other than us. In which case provision of a written request, together with proof of booking and payment must be sent to our contact details below. Refunds of bookings made by other persons will only be made to that person and will not be made to you. .
- 3.3. The full refund of your Parking Charge will be the full extent of our liability to you.
- 3.4. Bookings are not transferrable and must not be offered for re-sale without our express agreement. You agree that you will not attempt to transfer or resell any Booking, either on its own or bundled with other products or services. We may refuse to honour any bookings that have been on-sold or transferred to another person.
- 3.5. We reserve the right to limit the number of Bookings per Car Park, Service Level or people for whom we will accept Bookings. We will endeavour to post any such limits on our website but our failure to do so will not make any such limit ineffective.
- 3.6. Bookings are only valid when you receive a Booking Confirmation via email or on the Website. Attached to the Booking Confirmation email is your e-Ticket, which you are required to print out and use at the entry and exit.
- 3.7. The online parking system is only available for cars, motorcycles, light utilities and light vans.
4. Cancelling or Amending a Booking
- 4.1. You may:
- (a) cancel your Booking for any reason, at any time, however refunds will only be given if the notice of the cancellation is given at least 48 hours before the start date of the Booking Period and if the other conditions of this clause 4 are satisfied , or
 - (b) amend your Booking, for any reason, at any time, up to 48 hours before the start date of the Booking Period.
- 4.2. If you have an online booking, you may cancel or amend your booking yourself, at any time up to 48 hours before the start date of the Booking Period, by logging in to 'My Account' and selecting the relevant options.
- 4.3. If you do not have an online account or you have been unable to successfully cancel your Booking via your online account, then you may cancel your booking by emailing info@aceairportparking.com.au and providing your full name, address, and Booking Confirmation number or calling our customer service operator at (03) 9330 2001 at any time during our ordinary business hours of 8 a.m. to 5 p.m. Monday to Friday up to 48 hours before the



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start date of the Booking Period. Calls made outside these hours will not be accepted as valid notice of cancellation of a Booking.

An Administration Fee of \$10.00 is payable for any amendments or cancellations made via a customer service operator.

- 4.4. If you purchased your Booking from any person other than us (such as an Authorised Reseller) and you require a refund or cancellation, you must seek that refund or cancellation from that other person.
- 4.5. You will be charged in full for your Booking and no refund will be given if you have not given notice of your cancellation earlier than 48 hours before the start date of the Booking Period.
- 4.6. You are only entitled to a partial or full refund from us where you:
 - (a) paid for your Booking using your own credit card;
 - (b) effectively cancel a Booking 48 hours or more prior to the start date of the Booking Period. A partial refund of 75% of the Parking Charge will be made; or
 - (c) we are unable to accommodate your vehicle in accordance with clause 3.2 (c) of these Terms and a full refund of the total Parking Charge will be made.
- 4.7. For the avoidance of doubt, you are not entitled to a refund from us if:
 - (a) you did not pay for your Booking using your own credit card (for example, if you booked via a third party travel agent who processed the Booking using their own credit card);
 - (b) you do not use the whole or part of the Booking;
 - (c) you purchased your Booking from another person (such as an Authorised Reseller); or
 - (d) you cancel the Booking less than 48 hours prior to the start date of the Booking Period.

5. Prices and How to Pay

- 5.1. The Parking Charge that you are quoted on our Website includes GST. The Parking Charge is fixed when you make your Booking and overstays will be charged at standard charges displayed on the Parking Rates Board at the entrance. Pricing may vary depending on time of booking and availability.
- 5.2. You can pay for your Booking by using any of the credit cards shown on our Website. Credit cards are the only form of payment we are able to accept through the Website.
- 5.3. When you provide your credit card details and complete your Booking, you are authorising us to charge your credit card with the amount of the Parking Charge and any other charges owing by you to us.
- 5.4. If the credit card payment used for your Booking fails then your Booking will not be processed and will not be valid for use.

6. Booking period



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- 6.1. Unless your Booking is validly cancelled and you are entitled to a refund in accordance with clause 4 of these Terms, you agree to pay us to use our Car Parks during the Booking Period.
- 6.2. No refund will be made if your stay is shorter than the Booking Period.
- 6.3. If you arrive early or leave late such that your Vehicle is parked in a Car Park for any time outside the Booking Period, in addition to payment of your Parking Charge you will be charged for that additional time at the standard charges displayed on the Parking Rates Board at the entrance.
- 6.4. Please note that the Parking Rates Board will not necessarily reflect car parking rates available on the online parking Website.
7. Arriving at the Car Park
 - 7.1. **IMPORTANT:** You must use your e-Ticket supplied to you via attachment in your Booking Confirmation email, to enter and exit the Car Park.
 - 7.2. When you arrive at the Car Park, you will need to scan at the boom gate the e-Ticket attached to the Booking Confirmation email sent to your nominated email address when making your Booking. A pre-paid exit pass will be printed for your exit.
 - 7.3. When you leave the Car Park, you must scan your Pre-Paid exit pass (provided on entry) into the barcode reader at the boom gate at the exit.
 - 7.4. Please contact us at our contact details listed below if this is not possible (for example, you are unable to print your e-Ticket attached to your Booking Confirmation email).
 - 7.5. If you enter the Car Park without using your e-Ticket, your Booking will not be recognised, your Booking will go unused and you will be charged for the period of your vehicle's stay in the Car Park.
 - 7.6. You will incur the full parking charge applicable for your length of stay based on the Parking Rates Board posted at the Car Park entry upon exit and you will not be entitled to any refund or reduction of your Parking Charge.
 - 7.7. Your Booking is valid only for the Car Park and Service Level specified in your Booking Details.
 - 7.8. Use of a different Car Park or Service Level will incur standard charges as displayed at the Parking Rates Board upon exit and you will not be entitled to any refund or reduction of your Parking Charge.
 - 7.9. Please print off your e-Ticket attached to your Booking Confirmation and refer to your Booking Confirmation for your booking details and for a record of your Booking.
8. Vehicles Permitted in our Car Parks



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- 8.1. You are responsible for ensuring that your vehicle complies with size and height restrictions at the Car Parks. You are not entitled to a refund if your Vehicle exceeds the size limits we impose from time to time.
9. **Liability and Indemnity**
 - 9.1. We will only be liable to you under these Terms if:
 - (a) we are or have been negligent; or
 - (b) we have otherwise breached our statutory obligations to you.
 - 9.2. However under no circumstances are we liable to you for any lost profits, lost opportunity, loss of reputation or any indirect or consequential loss. In addition we will not be liable to you for any part of any cost, expense, loss or damage suffered by you which is caused either wholly or in part:
 - (a) by your acts or omissions or the acts or omissions of other users of the Car Park; or
 - (b) otherwise in excess of what an ordinary person in a like situation would suffer, or which is caused by circumstances unique to your situation.
 - 9.3. To the extent the law permits, we are not liable to you for theft of your Vehicle or any property from your Vehicle or damage to your Vehicle, including through a collision between Vehicles.
 - 9.4. You are liable to us and will indemnify us for any cost, expense, loss or damage suffered by us in connection with any death or personal injury of any person or any damage to any real and personal property directly or indirectly caused or contributed to by:
 - (a) the unsafe or illegal operation of a Vehicle;
 - (b) non-compliance with these Contractual Terms and Conditions;
 - (c) negligence or misconduct; or
 - (d) any wilful, intentional or malicious act, by you or any person authorised by You to operate your Vehicle while in the Car Park except to the extent that any negligent act or omission by us contributed to the cost, expense, loss or damage.
 - 9.5. You indemnify us for any cost, expense, loss or damage suffered by us in connection with any death or personal injury of any person or any damage to any real and personal property directly or indirectly caused or contributed to by You or the person authorised by You that is in charge of your Vehicle in the Car Park.
 - 9.6. To the extent the law permits, in the case of any guarantees, warranties or conditions implied into these Terms we limit our liability to:
 - (a) supplying the services to you again;
 - (b) the payment of the cost of having the services supplied again; or
 - (c) a refund of some or all of the Parking Charges paid by you.
10. **Your Responsibility to meet Airline Check in Time**
 - 10.1. It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays, traffic congestion, unavailability of Car Park space, accident, road works, delays or in-operation of transport services between the Car Park and the airport (if any).



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10.2. We will have no liability to you if you miss your flight for any reason, including the reasons set out in clause 9.1. We will only be liable for delay due to our wilful breach or fraud and clause 9.6 will apply.

11. Privacy

11.1. In order to process your booking, we will need to collect and store certain information about you including, without limitation, your name, email address and credit card information. Such information will be collected and retained only for the purposes of enabling you to utilise our online booking service and to identify you when you enter or exit the Car Park. By accepting these terms and conditions you authorise the use of such personal information for this purpose.

11.2. All personal information is collected and stored in accordance with the provisions of the Privacy Act 1998 (Cth) and information contained within this document.

11.3. Ace Airport Parking collects, holds and uses personal information from the following groups of people:

- members of the public;
- customers;
- business relations; and
- employees

11.4. Information will only be collected for a lawful purpose connected with a function or activity carried out by us. This may include information or promotional offers from time to time related to the business, unless expressly informed otherwise.

12. Governing Law

12.1. These Terms and any Booking resulting from them are subject to the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria situated in Melbourne.

13. Reading Down

13.1. In the event that any provision or portion of any provision of these Terms is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of such provisions of these Terms shall not be adversely affected. The offending provision or any part of such provision shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of these Terms shall remain in full force and effect.

14. Comments and Complaints

14.1. Any comments relating to the booking procedure should be made in writing to us at our postal or email address listed below. Please provide us with as much information as possible.

14.2. We will try to answer all complaints within 5 working days. If we cannot, we will tell you when we expect to be able to do so.



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14.3. If you wish to make a complaint and it is related to an incident, please do so as quickly as possible after the incident as this will better assist our enquiries.

14.4. How to Contact Us

E-mail us at info@aceairportparking.com.au

Telephone us on (03) 9330 2001

Write to us at: Operations Manager C/- Ace Airport Parking, 5-7 Paran Place, Glen Iris, VIC 3146