

AIRPORT PARKING CONDITIONS OF USE

By entering an Airport parking area, you are deemed to have accepted the following Contractual Terms and Conditions of Entry:

When you park and leave your vehicle in this parking area, you do so at your own risk and you remain responsible for your vehicle and any property in or on it.

You may access or remove your vehicle from this parking area twenty-four (24) hours per day. Before you leave the parking area, you must pay the parking fees which are displayed at the entrance of this parking area and at the automatic pay station machines.

You must produce either your parking ticket or proof of having paid your parking fee when requested to do so. You must park your vehicle within the limits as defined by lines painted on the surface of the parking area, and comply with all signs erected in the parking area. You must comply with any directions or instructions we give you.

You must not park your vehicle so as to obstruct or permit the obstruction of the free passage to, within, or the use of, and exit from this parking area.

We, our agents or our representatives may enter, move or tow away your vehicle for operational, safety or security reasons. We will not be liable for any damage to your vehicle, persons or property by such removal. You will immediately pay to us any costs we incur in connection with such removal.

We have a general lien over, and the right to retain, your vehicle as security for any money which you owe us. If you fail to pay any money you owe us, we may sell your vehicle after 30 days to recover money you owe us. We may sell your vehicle in such manner as we think fit in our absolute discretion and we are not obliged to obtain the best sale price for it.

Except to the extent required by law, we will not be liable for: (a) the safe custody of any vehicle in this parking area; or (b) the delivery of your vehicle to any person, whether that person has authority to take it or not; or (c) any theft loss or damage whatsoever to any vehicle or its accessories or contents; or (d) any damage to your property, injury to you or your death while you, your vehicle or your person is in this parking area or while you are entering or leaving this parking area.

You must ensure that your parked vehicle is securely locked, valuables hidden from view, windows closed and the ignition key removed.

You must not litter the parking area, or allow your vehicle to spill or leak oil or other substances in it.

Be aware that the parking area and locations within the Airport are under camera surveillance. The CCTV cameras installed in and around the parking precincts or structures are part of our general security and safety measures. They are not for the purpose of monitoring vehicles.

If any part of these Conditions of Use is illegal or unenforceable, that part is to be disregarded, and its removal will not affect the rest of the conditions.

Lost tickets will attract a fee of \$250.00.

An additional \$35.00 administration fee will be applicable for any account enquiries or the issuance of any invoice.

All parking area tariffs are quoted as GST inclusive prices.

A continuous day restriction applies to all vehicles unless otherwise formally authorised in writing by the Airport Authority.

The automatic pay machines will issue Tax Invoices in a format approved by the Australian Taxation Office. It is your responsibility to request or order this document from the machine by pressing the button at the time of tendering payment.

In these Conditions of Use, references to: (a) “we”, “us” and “our” means PHIA Operating Company Pty Ltd ABN 57 608 090 517 and PHIA Asset Trust Pty Ltd ABN 66 844 667 187 of Lot 11 Great Northern Highway Port Hedland WA 6721 its employees, agents and independent contractors; (b) “you” means the person using, or intending to use this parking area; and (c) “your vehicle” includes a vehicle driven, or intended to be driven, by you into this parking area.