

HBA Parking – Conditions of Entry

1. In these Conditions of Entry: “Access Protocol” means access to the Car Park using a mobile application, an automatic pass card or prepaid code for entry and exit to the Car Park issued by HBA; “Car Park” means each of the parking areas located on the Hobart Airport precinct that HBA has designated as accessible by the You, and for any other persons parking at Hobart Airport the car park indicated to them by HBA from time to time; “Claim” means any claim, action, proceeding or demand made by or against a person, however arising and whether present or future, fixed or unascertained, actual or contingent; “Fees” means all applicable fees (including those published by us from time to time) for the use of the Car Park, together with any penalties or damages that apply to any breach of the Conditions of Entry by you; “We”, “Us” or “Our” means Hobart International Airport Pty Ltd and its officers, employees, contractors and agents; “You” means the driver of a Vehicle which has entered the Car Park; and “Vehicle” means any vehicle in the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
2. These Conditions of Entry apply on Your entry into a Car Park, and by entering the Car Park You indicate that you accept these Conditions of Entry.
3. You understand and accept that electronic monitoring will be deployed by us in the Car Park and throughout the Hobart Airport precinct for a range of reasons. You irrevocably consent to Our use of such monitoring, including Our use of CCTV. You also understand and accept that We will utilise any personal information collected in our Car Parks or our precinct in accordance with Our privacy policy, which can be found at www.hobartairport.com.au.
4. The Australian Road Rules and the Airports (Control of On-Airport Activities) Regulations 1997(Cth) apply and are enforced in the Car Park and at Hobart Airport. Fines are payable for non-compliance.
5. You agree to pay all applicable Fees . We will endeavour to ensure that we publish applicable rates that apply to the Car Park either at our website or at the point where you obtain your Access Protocol. In the event of any conflict between the published rates, We will apply the rates that We consider appropriate in our reasonable discretion, having regard to the particular circumstances giving rise to the confusion. You accept that our determination concerning any Fees payable will be final and binding on You, subject to any rights or remedies that you are entitled to at law.
6. We may prevent your vehicle from leaving the Car Park until: a) a valid parking ticket is presented, or licence plate recognition technology is activated, and any Fees incurred by You in connection with use of the Car Park are paid; b) a valid parking ticket, credit card, debit card or Access Protocol is accepted through your use of an exit payment machine, or a mobile application and any Fees incurred by You in connection with use of the Car Park are paid; or c) in circumstances where You have misplaced the parking ticket issued to You on entry, You provide acceptable evidence of ownership or entitlement to use the Vehicle and pay either Our published lost ticket fee, or the Fee that we deem to be payable by you following reference to our electronic monitoring records.
7. You must only park Vehicles in a designated parking space. If you fail to comply with this clause, you may be required to pay a penalty for occupying a space that was not designated for your use. You also understand and accept that Fees in the Car Park may differ depending on the position and space that you occupy with your Vehicle. We will apply Fees based on the position of your Vehicle and the amount of spaces your Vehicle occupies. You also understand and accept that certain Vehicles are not permitted to enter the Car Park due to their size or particular configuration, and We reserve the right to ask you to remove your Vehicle if We consider it appropriate to do so in our sole discretion. If you do not comply with this clause or with our direction, We reserve the right to either remove your Vehicle at your cost, or to apply additional Fees or other penalties as we consider appropriate. ;
8. Commercial activities are not permitted in the Car Park unless authorised by Us in writing.
9. You agree, at all times to: a) act responsibly and safely in the use of the Car Park, including by supervising all children and using designated footpaths and crossing; and b) comply with all directions relating to Your use of the Car Park given to You by Us, including by complying with all signs and direction markings.
10. You must not: a) bring into the Car Park any fuel or other inflammable volatile oil or substance (other than fuel in the fuel tank of the Vehicle); b) cause any nuisance, damage, obstruction, annoyance or inconvenience to other users of the Car Park; or c) bring into or on the Car Park, or allow to remain there, any unroadworthy, unregistered or excessively noisy Vehicle or any Vehicle incapable of being accommodated within a standard passenger car parking space.
11. Use of the Car Park is at Your risk. To the extent permitted by law, We will have no liability to You for any loss or damage to property, personal injury, loss of life, or any incidental, indirect, special or consequential damages, directly or indirectly related to Your use of the Car Park.
12. You are liable for all and any damage caused by, or in relation to, Your use of the Car Park.
13. You agree to indemnify and keep Us indemnified from and against any loss, Claim or damage relating to or arising from Your use of the Car Park, and the cost thereof.
14. We warrant that any services provided by us will be rendered with due care and skill. You acknowledge that Our liability to You under any statutory right, or any condition or warranty implied by the Competition and Consumer Act 2010 (Cth) which cannot be excluded, is to the extent permitted by law limited (at our option) to the re-supply for the services or the payment of the cost of having the services supplied again.
15. You permit Us to move Your Vehicle: a) in the event of emergency; b) for operational or safety reasons; c) if your Vehicle is reasonably believed to be abandoned; or d) if Your Vehicle is parked in an unauthorised space.

16. To the extent permitted by law, You agree that We have no liability for any loss or damage caused as a result of moving a Vehicle under the circumstances outlined at clause 15. You agree to pay any reasonable costs incurred by Us in moving or removing (as the case may be) Your Vehicle under clause 15.

17. We recommend that Vehicles left in the Car Park are left secure and locked at all times, and that you do not leave parking tickets and valuables in or on Vehicles. You do so otherwise at Your risk. No employee, agent or contractor of Ours has authority to accept any goods for safe custody. We will not be liable for any loss of, or damage to, any article alleged to have been left inside or on a Vehicle, or with the Us or our employees or agents, regardless of how that loss or damage is caused. We are not liable for the theft of any Vehicle or of any valuables, though we will provide what assistance we can to assist with any police enquiries concerning such theft.

18. If at Your request, We provide any form of assistance to You, including but not limited to recharging the battery of a Vehicle, You accept such assistance at Your own risk. If any loss or damage is caused in providing assistance, You release Us from and against any Claim which You may otherwise have against Us in respect of that loss or damage.

19. No time or other indulgences granted by Us will constitute a waiver of any of our rights under this Agreement or at law and We will not be precluded from exercising any such rights against You.

20. If you are accessing Valet Parking Services These Conditions of Entry must be read together with the Valet Parking Terms and Conditions.

21. These Conditions of Entry are subject to the laws of Tasmania; Australia and You submit to the non-exclusive jurisdiction of the courts of Tasmania.

22. In the event of any conflict between these Conditions of Entry and any others published by HBA elsewhere, the more recently updated set of published conditions will prevail.