

DARWIN INTERNATIONAL AIRPORT
Darwin International Airport Pty Ltd ABN 87 081 258 157
Terms and Conditions for Car Rental Parking on Airport Land

Definitions

1. In these Terms and Conditions:
 - (a) **“we”, “us”, “our” and “Airport Land”** means Darwin International Airport Pty Ltd, it’s employees, agents, and independent contractors.
 - (b) **“Rental Car Park”** means the designated car park for Rental Cars;
 - (c) **“Terms and Conditions”** means this document;
 - (d) **“You”** means the person using or intending to use the car park.

Terms and Conditions binding

2. You agree that these Terms and Conditions are binding on you and form a valid and binding agreement.
3. The term of the agreement commences on the day that you indicate your acceptance of these Terms and Conditions.

Your Conduct

4. You agree:
 - (a) not to do (or fail to do) anything which causes annoyance, disturbance or offence to anyone on or around Airport Land or which could become dangerous or a nuisance to Darwin Airport or any other person;
 - (b) not to abuse the Licence Plate Recognition Camera system by ensuring the licence plate is entered in the system correctly;
 - (c) not to tamper, physically alter the position of the Licence Plate Recognition Cameras, boom gates and entry/ exit terminals.
 - (d) You must ensure all vehicles parked in the Rental Car Park are parked in the appropriate bays and are Rental Cars only.

Compliance

5. You must comply with any lawful Airport Notice displayed or published an Airport Lessor from time to time.
6. To the extent there is any inconsistency between these Terms and Conditions and the contents of an Airport Notice, the Airport Notice will prevail.
7. You must comply with any direction issued by Darwin Airport Authorised Officers.

8. You must comply with any Airport Security Measures (ASMs).
9. You acknowledge that Darwin Airport may issue infringement notices (on the spot fines) under its Airport Notices or relevant legislation, including but not limited to the following circumstances:
 - (a) Where any vehicles are found parking contrary to Airport Notices;
 - (b) Where you fail to comply with an Authorised Officer’s direction.

Indemnity

10. You drive, park and leave the rental cars at your own risk and you remain responsible for your vehicle and any property in or on it.
11. We are not liable, except to the extent required by law, for:
 - (a) Any theft, loss, or damage whatsoever to any vehicle, its accessories or its contents
 - (b) Any death or injury of any person while you, your vehicle or your property are in the Car Park or while you are entering or leaving the Car Park.
12. We may, at your expense, move or remove your vehicle if, in our opinion, it is parked in an unauthorised or unsafe position, is unregistered or appears to be abandoned, and if we move your vehicle, these conditions continue to apply.
13. We reserve the right to retain your vehicle, and all goods in or attached to the vehicle, as security for any money which you owe us under these terms and conditions. If you fail to pay any money you owe us, we may sell your vehicle in accordance with all applicable legislation.
14. Failure to comply with these conditions may result in the issue of a Parking Infringement Notice and you will be liable for the payment of penalties.

Security

15. You must strictly comply with all directions of DIA in relation to safety and security issued from time to time.
16. The use of our car parks is governed by the Conditions of Use. You agree to be bound by and comply with the Conditions of Use as amended and published by us from time to time.