

BAP Brisbane Airport Self Park Car Park Online Booking Terms and Conditions (“Terms”)

Attention:

- The Car Park is located at 66 Cullen Avenue West, Eagle Farm, Brisbane. It is open 24 hours every day of the week.
- Air conditioned free shuttle buses provide You with a rapid pick-up and drop-off Transportation service between the Car Park and the Airport from 4 AM to midnight every day of the week.
- You will need to make the reservation at least 1 hour prior to the commencement of the Booking Period.
- Discounted ‘1 Week’ and ‘2 Week’ rates are only available online. The ‘1 Week’ discounted rate applies to any Booking Period with at least 7 continuous days. The ‘2 Week’ discounted rate applies to any Booking Period with at least 14 days continuous days.
- You will be charged in full for your Booking if You have not cancelled it earlier than 24 hours before the start of the Booking Period.
- Because BAP’s daily car parking charges are based on each day ending at midnight, the fees for the Booking Period will automatically be extended to midnight of the nominated end date of departure of the Vehicle from the Car Park. By way of example: if You book from 8 AM to 5 AM the following day, your fees for this Booking Period will be calculated on two days of parking ending at midnight on the following day.
- Overstays will attract additional charges in accordance with the Parking Rate Board posted at the Car Park entry.
- No refund will be made if your stay is shorter than the Booking Period.
- You must use the same credit card You used to make your Booking for entry and exit at the Car Park:
- If You enter the Car Park using a different credit card to the one used to make your Booking, your Booking will not be recognised.
- 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 Selected Section of the Car Park specified in your Booking Details. There are 2 Sections available: either ‘Undercover’ or ‘Open Air’.
- There are separate boom gates for entry to the Undercover section and Open Air section of the Car Park.
- There are no valet services available in the Car Park.
- The Vehicle is to be self parked by You in any available parking bay located in the Selected Section with the car keys retained by You.

1. Introduction

- 1.1 Please read and understand these Terms before completing your Booking. They apply to any Booking for parking at the Car Park 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@bap.com.au with questions.

1.3 When using the Car Park You must comply with the Conditions of Entry. A copy of the Conditions of Entry can be found [here](#).

1.4 By your Vehicle entering the Car Park at any time during the Booking Period, You acknowledge that You have read and accepted the Conditions of Entry, so please read them carefully. We may vary these Terms and/or the Conditions of Entry at any time by posting an updated version to our Website and/or an updated notice at the entry to the Car Park.

1.5 Changes in Terms will not affect any Bookings made before the update is posted; 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

When reading these Terms the following words or phrases have the attributed meanings:

“**Airport**” means the domestic and international terminals of Brisbane Airport.

“**BAP**” means Priority Secure Park Pty Ltd ACN 102 345 755 and its officers, employees, contractors and agents.

“**Booking**” means any online booking made through our Website for the parking of a Vehicle at the Car Park.

“**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.

“**Booking Period**” means the period covered by your Booking entitling the Vehicle as specified in your Booking Confirmation to 1 entry and 1 exit from the Selected Section of the Car Park during this period.

“**Car Park**” means the BAP Car Park located at 66 Cullen Avenue West, Eagle Farm, Brisbane, and any access ways to and from this Car Park.

“**Claim**” means an action, claim, proceeding, expense or demand made by or against a person however arising and whether present or future, fixed or unascertained, actual or contingent.

“**Conditions of Entry**” means the conditions for use of the Car Park displayed on the Parking Rates Board a copy of which is set out at Attachment A to these Terms.

“**Fees**” means the fees charged for parking a Vehicle in the Car Park and where appropriate include the service of Transportation.

“**Loss**” means any death or personal injury to You and any loss damage destruction or theft of the Vehicle, or unauthorised delivery of the Vehicle and includes any cost or expense whether legal costs or otherwise and includes consequential or indirect loss, loss of profit or loss of opportunity and loss of reputation howsoever caused to You whether arising from an accident involving any shuttle bus or arising from a collision of your Vehicle with any other Vehicle in the Car Park.

“Open Air Section” means the section of the Car Park which contains parking bays which are open to the weather.

"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 as determined by BAP.

"Parking Rates Board" means any noticeboard situated at the Car Park entry displaying the fees chargeable for parking a Vehicle in the Car Park.

“Selected Sections” means the section of the Car Park specified in the Booking Confirmation and will comprise the Undercover Section or the Open Air Section of the Car Park.

“Transportation” means transporting You and the Baggage on shuttle buses operated by BAP to and from the Car Park and the Airport.

“Undercover Section” means the section of the Car Park which contains parking bays covered by hail resistant shade netting affixed to all side boundaries low to the ground and overhead which aids in the protection of a Vehicle from exposure to weather conditions.

"Vehicle" means any motor vehicle parked (or to be parked) in the Car Park together with all its accessories, equipment, attachments and all personal items and contents located within the motor vehicle.

"We, us, our" means BAP.

"Website" means our website www.bap.com.au with its home page, parking booking engine pages and other parking information pages.

“You, your” means You or any owner or driver or passenger of a Vehicle which has entered or will enter the Car Park as a consequence of a Booking together with any other party claiming any rights or interest in the Vehicle.

The headings are for information only and do not affect the interpretation of these Terms.

References to “including” and similar expressions are not words of limitation.

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 the Car Park at all times, as this is subject to our technical, logistical, operational and security requirements.

3.2 If in the unusual event we are unable to accommodate your Vehicle being parked in the Selected Section of the Car Park which You booked, we may accommodate your parking needs as follows at our discretion:

- (a) If You booked in the Open Air Section, You may be upgraded to the Undercover Section at no additional charge;
- (b) If You booked in the Undercover Section, You may be directed to use the Open Air Section and we will refund the difference in your Parking Charge at no additional charge;
- (c) In the unusual event that neither (a) nor (b) can apply because there is no available parking bay to accommodate your Vehicle in the Car Park at the

time when your Vehicle arrives at the Car Park and provided your Booking Period is then operative:

- (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 of your Parking Charge.
- (d) To attain any refund, please speak with our office staff located onsite at the Car Park or provide us with a written request, together with proof of booking and payment. Our contact details are set out in clause 16.

- 3.3 The full refund of your Parking Charge will be the full extent of our liability to You.
- 3.4 You agree that You will not attempt to transfer or resell any Booking, either on its own or bundled with other products or services.
- 3.5 We reserve the right to limit the number of Bookings for the Car Park as specified from time to time on our Website.
- 3.6 Bookings are only valid when You receive a Booking Confirmation via email or on the Website. We recommend You print out and retain your Booking Confirmation.
- 3.7 The online parking system is only available for cars, motorcycles, light utilities and light vans and the free Transportation service is limited to 7 persons per Vehicle unless BAP's written consent is otherwise obtained.
- 3.8 The Booking is not transferable and must not be offered for resale. The Booking must only be used by You or someone authorised by You. Note clause 8.2 below in relation to the credit card used to make the Booking.

4. Disabled Spaces

- 4.1 We are unable to accept bookings specifically for disabled spaces as there are no designated disabled car parking bays at the Car Park.
- 4.2 We are unable to provide Transportation for disabled persons in wheelchairs in the free shuttle buses to the Airport as they are not suitably configured for this purpose.

5. Cancelling or Amending a Booking

- 5.1 You may amend or cancel your Booking, for any reason, at any time, up to 24 hours before the start of the Booking Period however:
- (a) a full refund less an administration fee of \$5.00 applies to any such cancellation; and
 - (b) if the cancellation is less than 24 hours before the start of the Booking Period then no refund will apply as detailed in clause 5.6(d) below.
- 5.2 If You have an online booking account, You may cancel or amend your booking yourself, at any time up to 24 hours before the start of the Booking Period, by logging in to your account and selecting the relevant options.
- 5.3 If You do not have an online account or You have been unable to successfully cancel your Booking via your online account, then subject to a fee applying as detailed in clause 5.7 You may cancel your booking by emailing info@bap.com.au and providing your full name, address, and Booking Confirmation

number or calling our customer service operator on (07) 3268 6585 at any time up to 24 hours before the start of the Booking Period. Please note our customer service operator is generally on duty from 8 AM to 5 PM during weekdays and may not be available at other times.

5.4 You will be charged in full for your Booking if You have not cancelled it earlier than 24 hours before the start of the Booking Period.

5.5 You are only entitled to a refund from BAP where You:

- (a) paid for your Booking using your own credit card; and
- (b) effectively cancel a Booking 24 hours or more prior to the start of the Booking Period; or
- (c) we are unable to accommodate your vehicle in accordance with clause 3.2(c)(ii) of these Terms.

5.6 For the avoidance of doubt, You are not entitled to a refund from BAP 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 other than BAP;
- (d) You cancel the Booking less than 24 hours prior to the start of the Booking Period.

5.7 BAP reserves the right to charge a \$5.00 administration fee for any cancelled booking which requires the involvement of BAP's personnel pursuant to clause 5.3.

6. Prices and How to Pay

6.1 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 this rate. Pricing may vary depending on time of booking and availability.

6.2 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.

6.3 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.

6.4 If the credit card payment used for your Booking fails then your Booking will not be processed and will not be valid for use.

7. Booking period

7.1 Unless your Booking is cancelled in accordance with clause 5 of these Terms, You agree to pay us to use our Car Park during the Booking Period.

7.2 No refund will be made if your stay is shorter than the Booking Period.

7.3 If You arrive early or leave late such that your Vehicle is parked in the Car Park for any time outside the Booking Period, You will be charged for that time at the same rate as the rate determined by the Parking Rates Board at the Car Park entry.

7.4 Please note that the Parking Rates Board will not necessarily reflect car parking rates available on the online parking Website.

8. Arriving at the Car Park

8.1 **IMPORTANT:** You must use the same credit card You used to make your booking for entry and exit at the Car Park.

8.2 When You arrive at the Car Park, You will need to insert at the boom gate the same credit card that You used to pay for your Booking, or the credit card You nominated at the time of completing your Booking.

You must do exactly the same when You leave the Car Park – insert the same credit card used for making your Booking into the card reader at the boom gate at the exit.

Please contact us at our contact details listed in clause 16 below if this is not possible (for example, because the card that You used to make the booking has been lost or stolen in the meantime).

8.3 If You enter the Car Park using a different credit card to the one used to make your Booking, your Booking will not be recognised.

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.

You will then need to write to us at the address noted in clause 16 below for a refund of the parking fee You were charged in addition to the Parking Charge You paid using the online parking system. To receive a refund, You must write a letter to us explaining the circumstances (for example: that You were double charged due to use of a different credit card) and providing a copy of your paid online Booking Confirmation along with proof of additional charge paid at the car park. Our contact details are listed in clause 16 below.

8.4 Your Booking is valid only for the Selected Section of the Car Park.

Use of a different Section of the Car Park from the Selected Section in your Booking 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.

8.5 Please print off and refer to your Booking Confirmation for your booking details and for a record of your Booking.

9. Vehicles Permitted in the Car Park

9.1 You are responsible for ensuring that your Vehicle is either a motorcar, motorcycle, light utility or light van and its size, height and weight does not exceed any restrictions we impose from time to time at the Car Park. If in doubt You may contact us for this information at info@bap.com.au. You are not entitled to a refund if your Vehicle exceeds any of these restrictions at the Car Park.

9.2 **IMPORTANT:** You are responsible for insuring that your Vehicle is parked within the lines of a designated parking bay. We refer You to clause 13 of the Conditions of Entry which apply if the Vehicle occupies more than 1 parking bay.

10. Risk and Limitation of Liability

10.1 You agree that You use the Car Park at your own risk.

10.2 BAP will not be liable to You for any lost profits, lost opportunity, loss of reputation or any indirect or consequential loss. In addition BAP will not be liable to You for any cost, expense, Loss or damage suffered by You which is caused by your acts or omissions or the acts or omissions of other users of the Car Park.

10.3 You are liable to BAP for any cost, expense, loss or damage suffered by BAP 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 your Vehicle;
- (b) non-compliance with these Conditions of Entry;
- (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 BAP contributed to the cost, expense, Loss or damage.

10.4 Your Vehicle when left in the Car Park must be locked at all times. Parking tickets and valuables must not be left in your Vehicle.

10.5 To the extent the law permits, You agree that BAP is not liable to You for any Loss other than any Loss arising from a failure by BAP to comply with any guarantees, warranties conditions or obligations expressed or implied into any contract between BAP and You by the Competition and Consumer Act 2010 (Cth), and in that event You agree that BAP limits its liability to:

- (a) supplying the services to You again; or
- (b) the payment of the cost of having the services supplied again.

11. Your Responsibility to meet Airline Check in Time

11.1 It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays, traffic congestion between the Car Park and the Airport, unavailability of a parking bay at the Car Park, accident, road works, delays or breakdown in respect of the free shuttle buses providing You with the Transportation between the Car Park and the Airport.

11.2 We will have no liability to You if You miss your flight for any of the reasons set out in clause 11.1. We will only be liable for delay due to our wilful breach or fraud and in those circumstances clause 10.5 above will apply.

12. Privacy

12.1 When You make a Booking, You provide personal information to us which we use to process your booking, identify You when You enter and exit the Car Park and otherwise manage our car parking services. We may carry out planning and marketing activities using the personal information You provide which may include targeted online advertising, data and audience matching, analytics, research and, if You have agreed to receive communications, direct marketing. For more detail about how we may use and share personal information and about our marketing practices,

please refer to our Privacy Policy. By accepting these terms and conditions You agree to the use and disclosure of your personal information for these purposes. All personal information You provide to us is dealt with accordance with our Privacy Policy.

13. Governing Law

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

14. Reading Down

14.1 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.

15. Comments and Complaints

15.1 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.

15.2 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.

15.3 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.

16. How to Contact Us

E-mail us at: info@bap.com.au

Telephone us on: (07) 3268 6585

Write to us at: General Manager,
Priority Secure Park Pty Ltd
PO Box 793
Hamilton Central QLD 4007

CAR PARK CONDITIONS OF ENTRY (“Conditions of Entry”)

1. These Conditions of Entry apply to any person or Vehicle entering this Car Park.
2. You accept these Conditions of Entry by entering or using the Car Park.

3. If You do not accept these Conditions of Entry, You must not enter the Car Park. If You cannot turn your Vehicle around, You may enter the Car Park but You must exit immediately (otherwise a fee will apply for the time the Vehicle spent in the Car Park as determined by the Parking Rates Board).
4. Electronic monitoring including the use of CCTV and licence plate recognition technology is in operation at the Car Park.
5. You agree that You use the Car Park at your own risk.
6. BAP will not be liable to You for any lost profits, lost opportunity, loss of reputation or any indirect or consequential loss. In addition BAP will not be liable to You for any part of any cost, expense, Loss or damage suffered by You which is caused by your acts or omissions or the acts or omissions of other users of the Car Park.
7. You are liable to BAP for any cost, expense, loss or damage suffered by BAP 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 your Vehicle;
 - b. non-compliance with these Conditions of Entry;
 - 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 BAP contributed to the cost, expense, Loss or damage.
8. Your Vehicle when left in the Car Park must be locked at all times. Parking tickets and valuables must not be left in Vehicles.
9. To the extent the law permits, You agree that BAP is not liable to You for any Loss other than any Loss arising from a failure by BAP to comply with any guarantees, warranties, conditions or obligations expressed or implied into any contract between BAP and You by the *Competition and Consumer Act 2010* (Cth), and in that event You agree that BAP limits its liability to:
 - a. supplying the services to You again; or
 - b. the payment of the cost of having the services supplied again.
10. You must pay the applicable fee for use of the Car Park.
11. You must either
 - a. collect and retain the parking ticket issued to You when You enter the Car Park; or

- b. swipe your credit card on entry and swipe the same credit card on exit (and the words "Credit Card" below mean the same credit card You swiped at entry).
- 12. BAP may prevent a Vehicle leaving the Car Park until:
 - a. a valid parking ticket or Credit Card is presented and any Fees incurred by You in connection with parking are paid,
 - b. a valid parking ticket or Credit Card is accepted by an exit payment machine and any Fees incurred by You in connection with parking are paid;
 - c. a valid parking authority is presented to an attendant (if one is present) or accepted by an exit payment machine; or
 - d. in circumstances where You have misplaced:
 - i. the parking ticket issued to You on entry; or
 - ii. the Credit Card You presented on entry,then You agree to provide acceptable evidence of ownership or entitlement to use the Vehicle and pay Fees that are calculated on the number of days the Vehicle was parked in the Car Park as well as an administration fee of \$25.00.
- 13. You agree to park your Vehicle within the lines marked for one Car Park space. If You do not comply with this condition then You agree to pay to BAP additional Fees (calculated in accordance with the Parking Rates Board) for each additional Car Park space your Vehicle occupies for the duration of the Vehicle's stay in the Car Park and to pay the additional Fees before the Vehicle is permitted to exit the Car Park.
- 14. BAP may, in its absolute discretion, permit Vehicles to exit the Car Park at any time, whether or not a valid parking ticket or credit card is produced.
- 15. BAP may move or remove a Vehicle for operational or safety reasons or if the Vehicle is parked in an unauthorised spot. You agree to pay any reasonable costs incurred by BAP in moving or removing (as the case may be) your Vehicle.
- 16. You agree to comply with all signs and direction markings displayed in the Car Park and with any instructions issued by BAP for the safe use of the Car Park.
- 17. Overstays from any online booking will attract additional charges in accordance with the Parking Rates Board.

18. You agree to notify BAP in writing if a Vehicle which has not been booked online for a period in excess of thirty (30) days is to be parked in the Car Park for a period in excess of thirty (30) days otherwise You agree that BAP will have the right to treat the Vehicle as being abandoned and therefore apply its powers in clause 15 of these Conditions of Entry.

Transportation to Brisbane Airport

19. Air conditioned free shuttle buses provide You with a rapid pick-up and drop-off Transportation service between the Car Park and the Airport from 4 AM to midnight everyday.
20. The shuttle buses will pick up and drop off at the bus stations situated in both the Undercover Section and the Open Air Section of the Car Park and the domestic and international terminals at Brisbane Airport.
21. The Transportation service is limited to 7 persons per Vehicle unless BAP's written consent has been obtained and is limited to 1 trip each way for the duration of the Vehicle being parked at the Car Park.
22. It is your responsibility to meet your airline's check-in time and to allow sufficient time for unexpected delays, traffic congestion between the Car Park and the Airport, unavailability of a parking bay at the Car Park, accident, road works, delays or breakdown in respect of the free shuttle buses providing You with the Transportation between the Car Park and the Airport.
23. We will have no liability to You if You miss your flight for any of the reasons set out in clause 22 above. We will only be liable for delay due to our wilful breach or fraud and in those circumstances clause 9 above will apply.
24. These Conditions of Entry are subject to the laws of Queensland, Australia and You submit to the nonexclusive jurisdiction of the courts of Queensland situated in Brisbane.
25. In these Conditions of Entry – the following definitions apply:

“**Airport**” means the domestic and international terminals of Brisbane Airport.

“**Baggage**” means all bags personal items and other luggage in the custody of the Customer for Transportation.

“**BAP**” means Priority Secure Park Pty Ltd ACN 102 345 755 and its officers, employees, contractors and agents.

“**Car Park**” means the premises comprising this car park and any access ways to and from this car park or any other premises utilised by BAP.

“**Claim**” means an action, claim, expense, proceeding or demand made by or against a person however arising and whether present or future, fixed or unascertained, actual or contingent.

“**Fees**” means the fees charged for parking a Vehicle in the Car Park and where appropriate includes of service of Transportation.

“**Loss**” means any loss damage destruction theft or unauthorised delivery of the Vehicle, unauthorised delivery of the Vehicle and includes any cost or expense whether legal costs or otherwise and includes consequential or indirect loss, loss of profit or loss of opportunity and loss of reputation howsoever caused to You including a collision with any other Vehicle in the Car Park.

“**Open Air Section**” means the section of the Car Park which contains parking bays which are open to the weather.

“**Parking Rates Board**” means the noticeboard situated at the Car Park entry displaying the fees chargeable for parking a Vehicle in the Car Park;

“**Transportation**” means transporting You and the Baggage on shuttle buses operated by BAP to and from the Car Park and the Airport.

“**Undercover Section**” means the section of the Car Park which contains parking bays covered by hail resistant shade netting affixed to all side boundaries low to the ground and overhead which aids in the protection of a Vehicle from exposure to weather conditions.

“**Vehicle**” means any motor vehicle in the Car Park together with all its accessories, equipment, attachments and all personal items and contents located within the motor vehicle.

"You" means any owner or driver or passenger of a Vehicle which has entered the Car Park together with any other party claiming any rights or interest in the Vehicle.