

## BROOME INTERNATIONAL AIRPORT CAR PARK TERMS AND CONDITIONS

1. In these terms and conditions:  
**we, us** and **our** means Broome International Airport Pty Ltd (ABN 99 074 187 732) and any of its officers, employees, agents and contractors.  
**airport** means the Broome International Airport situated at MacPherson Road, Broome.  
**vehicle** includes any motor vehicle, motor bike, bus, camper van or truck.
2. By entering this car park you are deemed to agree to the following terms and conditions of entry.
3. You enter and use this car park at your own risk.
4. You must:
  - (a) comply with the vehicle size and / or height restrictions that may apply at this car park;
  - (b) pay the parking fee set by us from time to time each time you drive a vehicle into this car park;
  - (c) when requested by us, produce to us your parking ticket as proof of payment of the parking fee;
  - (d) drive carefully and responsibly in this car park and obey speed limits;
  - (e) park only in designated parking bays or in the area specified by us;
  - (f) comply promptly with all directions, requests and instructions made or given by us; and
  - (g) comply with all laws and requirements relating to safety and security.
5. You must not:
  - (a) cause any obstruction, including by parking across more than one bay;
  - (b) park anywhere that we specify as a no parking area;
  - (c) clean or repair a vehicle; or
  - (d) carry out any commercial activity of any kind.
6. We may prevent you from removing your vehicle from this car park until a valid parking ticket is accepted by an exit payment machine or you provide acceptable evidence of ownership or entitlement to use the vehicle and pay the applicable fee for tickets that are misplaced or otherwise lost in circumstances where you misplace the parking ticket issued to you on entry.
7. We may enter, move and / or tow away your vehicle for operational, safety or security reasons (including where you breach of these terms and conditions, or your vehicle prevents or impedes any works being undertaken at the airport). If we have to move and / or tow your vehicle as a result of your breach of these terms and conditions, we will do so at your risk and you must pay our reasonable costs for moving, towing and storage of your vehicle, and any recovery costs, if applicable.
8. We are not liable to you for:
  - (a) injury to you or any other person;
  - (b) damage to or destruction, theft or unauthorised delivery up of, your vehicle or any other vehicle or property, however caused, and you release and indemnify us from any claim which you might otherwise have against us; or
  - (c) direct, indirect or consequential loss, damage or inconvenience suffered or incurred by you or any other person.
9. You indemnify us in respect of any claim made against us as a consequence of, in relation to, or in any way arising out of your use of this car park.
10. To the fullest extent permitted by law we exclude our liability to you as a consequence of, in relation to, or in any way arising out of your use of this car park. To the extent that we are unable to limit our liability as a result of a warranty or condition implied by law, we limit our liability to supplying the services to you again or payment of the cost of having the services supplied again.
11. The CCTV cameras installed in and around this car park are for the use and protection of the airport only, are not for the purpose of monitoring vehicles and we do not guarantee that this car park is a secure environment.
12. By entering the car park, you consent to the collection, storage, use and disclosure of your personal information in accordance with our Privacy Policy which can be found at [www.broomeair.com.au](http://www.broomeair.com.au).
13. The *Shire of Broome Parking and Parking Facilities Local Law 2012* applies and are enforced at the airport and you must comply with this local law as amended from time to time. Fines are payable by you for non-compliance.
14. If you breach these terms and conditions, your vehicle may be wheel clamped and if this occurs you must pay the amount specified by us from time to time prior to its release. To remove a wheel clamp you will need to ring 9194 0600 during office hours or 0407 445 753 after hours.
15. If any provision of these terms and conditions are invalid or unenforceable, then those provisions are disregarded but do not affect the remaining terms and conditions.
16. These terms and conditions are governed by and construed in accordance with the law in force in Western Australia and you and us agree to submit to the jurisdiction of the courts of Western Australia in all matters arising out of them.