



## TERMS AND CONDITIONS FOR PARKING AT PARK & CRUISE – CRUISE SHIP PARKING SYDNEY

These are the terms (“Terms”) upon which we accept internet bookings and the rules that you must follow to park at our Car Park Facility.

It is important that you read and understand these before making your booking. By making your booking on this site, you accept to be bound by these Terms. Any person entering this Parking Facility does so under the terms and conditions set out below.

By entering this Car Park (subject to clause 1), you (and all those claiming through you) accept that a contract is formed between us on the terms and conditions (“Terms”) (and no other) set out below:

If you do not accept these Terms, you and the vehicle in which you entered (“Vehicle”) must immediately leave the Car Park. If you leave immediately, you will not be charged a parking fee.

You must comply with all rules and directions displayed within the Car Park and any directions given to you by our staff. You may only park in an area marked (“Reserved”) if that area is reserved for the Vehicle or you are otherwise authorised by us to park in that area.

If you do not exit you are deemed to have agreed to the Parking Facility Terms and Conditions.

All customers agree to obey all signs displayed in the car park and lawful directions given by the operator, only park in spaces from time to time nominated by the operator.

Any persons entering the car park do so at their own risk.

The Owner and Operator is not liable for any loss or damage to a vehicle nor to any property or effects of any persons entering the car park, nor for any personal injury suffered by them howsoever caused whether from negligence of the Owner or Operator from parking, moving or driving the customer’s vehicle or any other vehicle or from the delivery of the vehicle to any person who is not authorised to receive it, nor from any damage caused by other vehicles or equipment stored within the facility.

The Operator may:

(a) refuse entry or revoke a customer’s licence to enter or park at any time and without notice or reason;

The customer warrants that he/she has the authority of the owner of the vehicle and hereby indemnifies the owner and operator against any and all claims made or action brought against them howsoever arising and against all costs or expenses incurred by them as a consequence of or in any way arising out of the customer’s use of the car park facility.

“Operator” means INSPIR Pty Ltd T/A PARK & CRUISE, (ABN 12 122 319 091)

References to “Operator” include their employees, servants, agents and contractors.

These terms and conditions apply to the exclusion of all others. If any are illegal or unenforceable, they may be severed from the remainder of the terms and conditions which will remain valid. All exclusions of liability are subject to any law of the Commonwealth of Australia or of the state of NSW restricting or prohibiting the exclusion of liability.

We warrant that any services provided by us will be rendered with due care and skill. We make no other express warranties in relation to the services we provide. All other warranties, representations and conditions relating to the services (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.

You acknowledge that our liability under any statutory right or any condition or warranty implied by the Trade Practices Act, 1974 (or similar state legislation) which cannot be excluded is to the extent permitted by law limited, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again.

You acknowledge that we are not liable to you (or any passengers in the Vehicle, or any other party) for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity exemplary or punitive damages) whether to person or property (including the vehicle) and whether arising from default, negligence, misconduct or otherwise by us, our employees and agents.

If you leave the keys to the Vehicle with us, we may deliver the Vehicle to any person producing the ticket issued to you or producing other evidence of entitlement satisfactory to us.

You must pay us all parking fees and other costs which we may incur in relation to the Vehicle upon demand. A further parking fee is payable each time the Vehicle enters the Car Park.

Without limiting the general and/or particular lien we have over the Vehicle left in the Car Park (Which liens are expressly preserved), we reserve the right to retain possession of the Vehicle until all parking fees and other costs incurred by us in respect of the Vehicle has been paid. Parking fees will continue to accrue during the period that we retain the Vehicle until we recover all fees and costs. While the vehicle is retained by us, we may remove it anywhere at your cost. If amounts due to us remain unpaid after 30 days, you agree that we can sell the Vehicle and you agree to take all steps required by us to permit us to do so.

We reserve the right to enter the Vehicle and move it. You agree that we have no liability for any loss or damage caused as a result of entering and moving the Vehicle.

You are liable for any damage caused by you or the Vehicle to the Car Park including, but not limited to, any damage caused by oil or other substances which leak from the Vehicle.

You indemnify us and agree to keep us indemnified against all losses which we may suffer arising from or in any way relating to:

- (a) A breach of these Terms by you
- (b) The Vehicle
- (c) The use of the Car Park by you, passengers of the Vehicle or any other person with your authority

INSPIR PTY LTD T/A PARK & CRUISE

ABN: 12 122 319 091

#### Refund and Cancellation Policy

Changes/cancellations can only be made if you have already made and paid for a parking spot. All changes/cancellations are done by sending a cancellation request by email to [info@parkandcruisesydney.com.au](mailto:info@parkandcruisesydney.com.au) up until 24 hours prior to checking in. Booking will be cancelled and not refunded if you do not check-in the same calendar day without cancelling or notifying Park & Cruise.

Park & Cruise Cancellations will be refunded in full, less the \$20 fee with any balance owing to be refunded to the credit card originally used to make the booking.

You are not entitled to a refund when:

- (c) You fail to cancel a booking in the 24 hours prior to the commencement of that scheduled booking period
- (d) You do not show up or arrive to the car park on the date of the booking
- (e) You have purchased parking from any other business or organisation that is not Park & Cruise PARKING

Park & Cruise Prepaid Bookings can be changed any time before check-in, any additional days or services added will require payment at checkout, while any unused days will not be refunded. Our parking prices change due to customer demand. If the price of the new dates you select is more than what you originally paid, you will be charged the difference at checkout.

#### Cancelled Flights OR Cruises

If your flight or cruise has been cancelled and you return within 3 hours of check-in, charge will be \$25. Your booking will be cancelled and refunded, less a \$25 fee with any balance owing to be refunded to the credit card originally used to make the booking OR Bank Account that made the transfer. Refunds will not be provided in CASH. Customers who return after 3 hours of check-in time due to a cancelled flight will be charged \$25 (1st day rate).

Cancellations will not be accepted should you decide you just don't want to proceed with the booking once payment has been made. Cancellation evidence needs to be provided prior to any cancellations being accepted