

QANTAS VALET PARKING, MELBOURNE AIRPORT TERMS AND CONDITIONS



QANTAS VALET PARKING VEHICLE RECEIPT COUPON TERMS AND CONDITIONS UPON WHICH AUSTRALIA PACIFIC AIRPORTS (MELBOURNE) PTY LTD AND ITS AGENTS ACCEPT A MOTOR VEHICLE.

Qantas Valet Parking at Terminal 1 is managed by Australia Pacific Airports (Melbourne) Pty Ltd (**APAM**) and operated by Equity Valet Parking Pty Ltd ABN 73 129 112 895 as APAM's agent.

These terms and conditions set out the basis upon which APAM accepts custody of a motor vehicle for valet parking services (**Services**).

1. These terms and conditions shall apply when Australia Pacific Airports (Melbourne) Pty Ltd (**APAM**) or any of its servants, agents and contractors (**Agents**) accept a motor vehicle (**Vehicle**) and whilst the Vehicle is parked, or otherwise in the custody, retention or control of APAM or its Agents.
2. APAM and its Agents whilst acting in terms of their engagement, will not be liable for:
 - a. any damage to or loss of the Vehicle; or
 - b. for any damage to or loss to any of the Vehicle's accessories or contents, regardless of how the loss or damage is caused, except for the extent to which any loss or damage is caused by the negligence or default of APAM.
3. APAM and its Agents have no authority to accept any goods for safe custody, and neither APAM or its Agents will be liable in any case for loss of, or damage to, any goods alleged to have been left with APAM or its Agents for safe custody, regardless of how that loss or damage is caused, except for the extent to which any loss or damage is caused by the negligence or default of APAM or its Agents.
4. Notwithstanding any demand or request to the contrary, APAM or its Agents may move (including by driving) the Vehicle to such places as APAM or its Agents deem fit during any period of custody, retention or control of the Vehicle by APAM or its Agents.
5. APAM or its Agents may deliver the Vehicle to any person producing the receipt coupon (**Receipt Coupon**) or offering such other evidence of ownership or authority or entitlement to receive the Vehicle as APAM or its Agents deem satisfactory. APAM or its Agents may retain the Vehicle until the Receipt Coupon is produced or until they are satisfied in accordance with this Clause.
6. Provided APAM or its Agents have satisfied themselves in accordance with Clause 5, APAM or its Agents will not be liable for any damage to or loss of the Vehicle, or any damage or loss to any of the Vehicle's accessories or contents caused or contributed to by delivering the Vehicle to a person or entity not authorised to take delivery.
7. APAM and its Agents shall have a general lien upon and / or the right of retention of the Vehicle or any of its accessories or contents until all amounts due for valet parking and / or other services rendered by APAM and its Agents have been paid. Parking charges will be payable in respect of any period of retention by APAM and its Agents in accordance with standard parking rates charged for the Service.
8. APAM's Agents do not have authority to vary these terms and conditions, and no representation by any Agent may be deemed for any purpose whatsoever to vary these terms and conditions in any way.
9. A person using the Services, by doing so, represents and warrants that they are either:
 - a. the registered owner of the Vehicle; or
 - b. are duly authorised by the registered owner of the Vehicle;and agree to be bound in either capacity (as owner or with authority) to these terms and conditions.
10. A person using the Services, by doing so, also warrants and agrees with APAM and its Agents that either they, as the registered owner of the Vehicle, and / or the registered owner of the Vehicle (if it is not the person using the Services) shall be liable for and indemnify APAM and its Agents in respect of any legal liability, loss, claim or proceeding whatsoever arising out of statute or common law in connection with the Services, including:
 - a. any damage to, or loss of, the Vehicle, its accessories or contents;
 - b. personal injury to, or death of, any person whomsoever; or
 - c. any injury or damage whatsoever to any real or personal property, insofar as that injury or damage arises whilst the Vehicle is in the custody, retention or control of APAM and its Agents, except to the extent that the injury or damage is due to the negligence of APAM and its Agents.
11. No time or other indulgence granted by APAM or its Agents to the person using the Service shall adversely affect the rights of APAM or its Agents under these terms and conditions or at common law.
12. APAM and its Agents, in their absolute discretion, reserve the right to retain the Vehicle if the person collecting the Vehicle in accordance with Clause 5 appears to be under the influence of alcohol or any other substance.
13. APAM and its Agents, in their absolute discretion, reserve the right to reject the provision of Services, and any Vehicle associated with the provision of the Services, where the Vehicle:
 - a. is not registered in a State or Territory of Australia at the time the Vehicle is provided to APAM or its Agents; or
 - b. is registered in a State or Territory of Australia at the time the Vehicle is provided to APAM or its Agents, but the registration will expire while the Vehicle is in the custody, retention or control of APAM or its Agents.

A copy of these terms and conditions can also be viewed at www.qantas.com/valet