

# Terms and Conditions

**Space Shuttle Parking Pty Ltd**  
**ABN 52 680 858 119**

## 1. Introduction

**1.1 General Terms:** These Terms and Conditions (the "Terms") govern your access to and use of all parking services offered by Space Shuttle Parking Pty Ltd (referred to as "we," "us," or "our"). By utilizing our parking services whether through our website, mobile application, or directly at our car park locations you ("Customer") agree to comply with these Terms. This agreement forms a legally binding contract between you, the Customer, and Space Shuttle Parking.

**1.2 Acceptance of Terms:** These Terms are effective immediately when you make a parking reservation, enter our car park facility, or use any of the services we provide. It is your responsibility to ensure that you have read, understood, and agreed to these Terms prior to using our services. If you do not agree with any part of these Terms, please refrain from booking or using our parking services.

**1.3 Additional Terms:** In addition to these Terms, other specific conditions may apply to your use of our car parks. These conditions may include those outlined at the car park entrance, on our website, or in communications such as booking confirmations. These additional terms may cover, but are not limited to, safety regulations, limitations of liability, and vehicle size or height restrictions. By using our services, you acknowledge that you have read and agree to these supplementary terms.

**1.4 Privacy Policy:** Our Privacy Policy is incorporated into these Terms by reference. It describes how we collect, store, use, and protect any personal information you provide while using our services, including during the booking process or when accessing our car parks. By agreeing to these Terms, you also consent to the practices outlined in our Privacy Policy.

**1.5 Changes to Terms:** Space Shuttle Parking reserves the right to amend, update, or modify these Terms at any time without prior notice. Any revisions will become effective immediately once they are posted on our website or communicated through other channels. You are responsible for reviewing these Terms periodically to stay informed of any changes. Continued use of our services after any modifications signifies your acceptance of the updated Terms.

**1.6 Range of Services:** These Terms apply to all parking-related services provided by Space Shuttle Parking, including but not limited to casual parking, prepaid parking, monthly subscriptions, and any other services that may be introduced in the future. Additionally, these Terms govern the use of on-site services such as electric vehicle charging, valet parking, and car washing, which may be subject to their own specific terms and conditions.

## 2. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

**2.1 The Company:** Refers to **Space Shuttle Parking Pty Ltd, ABN 52 680 858 119**, its subsidiaries, affiliates, officers, directors, employees, agents, contractors, and authorized representatives. The Company may also be referred to as "we," "us," or "our" throughout these Terms and Conditions. The Company is the provider of the parking services at **289 King St Mascot NSW 2020**, facilities, and any related products made available at its car park location or through its online booking platform.

**2.2 Customer:** Refers to any individual, company, or legal entity that utilizes or intends to utilize the services provided by the Company. A Customer may include, but is not limited to, those who make a booking for parking, enter a car park for the purpose of parking a vehicle, or otherwise interact with the Company's services through any means, including the website, mobile application, or customer service channels. Customers may also include authorized agents acting on behalf of a third party (e.g., booking on behalf of another person or business).

**2.3 Vehicle:** Refers to any motorized or non-motorized vehicle, including but not limited to cars, motorcycles, scooters, trucks, vans, trailers, bicycles, or any other mechanical device on wheels or tracks, that is parked or intended to be parked in one of the Company's car parks. The term "Vehicle" includes any equipment, accessories, or personal property contained within or attached to the vehicle at the time of parking. The Customer is responsible for ensuring that the Vehicle meets the requirements and restrictions of the car park, including but not limited to size, height, and weight limits.

**2.4 Booking:** Refers to the confirmed reservation made by the Customer for a parking space or related services provided by the Company. A Booking can be made via the Company's online platform (including the website or mobile app), by telephone, in person at the car park, or through an authorized reseller or third-party booking platform. Each Booking is subject to the Company's availability of parking spaces and services, and becomes valid once the Customer receives a confirmation (e.g., via email or reference number). A Booking may include details such as the time and date of parking, the Vehicle's registration number, and the applicable fees and terms for that specific reservation.

**2.5 Booking Confirmation:** Refers to the confirmation provided to the Customer upon successfully making a Booking. This confirmation may include a reference number, QR code, or any other identifier required to enter or exit the car park or to validate the use of specific services. The Booking Confirmation serves as proof of the agreement between the Customer and the Company for the provision of parking services during the reserved period.

**2.6 Parking Charge:** Refers to the fee payable by the Customer for the use of a parking space and any related services provided by the Company. The Parking Charge is determined based on the type of service (e.g., casual parking, prepaid parking, monthly subscription) and may include additional fees for extended stays, lost tickets, or other services such as

valet parking or electric vehicle charging. The Parking Charge is due in full at the time of Booking or upon leaving the car park, as specified in these Terms.

**2.7 Access Device:** Refers to any device provided by the Company that allows the Customer to access the car park or use other services, including but not limited to QR codes, access cards, or mobile app-generated passes. The Access Device must be presented upon entry and exit from the car park or to access specific services. The Customer is responsible for the safe use and custody of the Access Device and any fees incurred due to misuse or loss of the Access Device.

**2.8 Car Park:** Refers to the parking facility or location at 289 King St Mascot NSW 2020, operated, managed, or authorized by the Company for the purpose of providing parking services. A Car Park includes any spaces, structures, entry and exit points, facilities for electric vehicle charging, valet services, or other areas designated for the use of Vehicles.

**2.9 Service Provider:** Refers to any third-party operator or contractor that provides services on behalf of the Company, such as valet parking, car washing, EV Charging or security services. The Service Provider operates under the Company's terms but may also have their own additional conditions, as outlined in their relevant service agreements.

**2.10 Additional Services:** Refers to any supplementary services provided by the Company or a Service Provider that are not part of the basic parking service. These may include, but are not limited to, electric vehicle charging, car washing, vehicle maintenance, or valet services. The availability and fees for Additional Services may vary, and the Customer is responsible for any applicable charges.

**2.11 Terms:** Refers to these Terms and Conditions, as well as any other specific terms, policies, notices, or agreements referenced herein or displayed at the car park, on the Company's website, or communicated directly to the Customer. The Terms govern the relationship between the Company and the Customer, and by using the Company's services, the Customer agrees to be bound by these Terms.

### **3. Bookings and Payments**

#### **3.1 Booking Process and Confirmation:**

Customers may make a booking for parking services at Space Shuttle Parking through our website, mobile application, or by contacting our customer service team. Bookings are considered confirmed only when the Customer receives a reference number, booking confirmation, or other verification (such as a QR code or parking pass) via email or the platform used to complete the booking. This confirmation serves as proof of the Customer's agreement with the Company to use the specified parking service for the period booked.

All bookings are subject to availability at the time of request. While the Company will make every effort to honour the Customer's reservation, the availability of parking spaces may be

impacted by operational demands, emergency situations, or other unforeseen circumstances. In the event of such circumstances, the Company reserves the right to modify or cancel bookings at its discretion. Should a booking be cancelled by the Company, a full refund will be issued to the Customer, and the Company will not be held liable for any additional costs, inconvenience, or losses incurred due to the cancellation.

Customers are encouraged to check the details of their booking confirmation carefully. Any discrepancies should be reported to the Company as soon as possible to ensure that the correct arrangements are made.

### **3.2 Payment Terms and Methods:**

Payment for parking services must be made at the time of booking. The Company accepts major credit cards, debit cards, and any other payment methods listed on its website or payment platform. The total amount payable, including any applicable taxes and service charges, will be displayed to the Customer prior to completing the booking.

Once payment has been processed, the booking will be confirmed, and the Customer will receive an electronic receipt. If payment is declined or cannot be processed for any reason, the Company reserves the right to refuse service or cancel the booking. It is the responsibility of the Customer to ensure that sufficient funds are available and that valid payment details are provided at the time of booking.

For bookings involving periodic payments (e.g., monthly subscriptions), the Customer authorizes the Company to automatically deduct payments from the nominated credit or debit card on the specified due dates. Failure to make timely payments may result in the suspension or termination of the parking service.

### **3.3 Cancellations and Amendments:**

Customers are permitted to cancel or amend their booking up to **two hours** before the scheduled start of the booking period. Cancellations made within this timeframe may be subject to a cancellation fee, which will be outlined at the time of booking. In such cases, the remaining balance (if any) will be refunded to the Customer using the original payment method.

Cancellations or changes requested less than two hours before the booking start time, or after the booking period has commenced, may not be eligible for a refund, and the full booking fee may be charged. In the case of amendments, additional fees may apply depending on the nature of the changes (e.g., extending the duration of the booking or upgrading to a premium service).

The Company will make reasonable efforts to accommodate changes to the booking; however, all amendments are subject to availability. The Customer must contact the Company via the website, mobile app, or customer service hotline to request any changes. Once confirmed, the updated booking details will be provided to the Customer via email or another agreed-upon communication method.

### **3.4 No-Show and Overstay Charges:**

If the Customer fails to cancel the booking prior to the scheduled start time and does not use the parking space during the reserved period, the Company reserves the right to charge the full amount of the booking. This no-show policy ensures that parking spaces are available for customers who have made a reservation, and the Company is not responsible for unused bookings.

In the event that the Customer overstays beyond the allocated booking period, additional charges may apply. The overstay rate will be calculated based on the hourly or daily parking rates posted at the car park entrance or listed on the Company's website. Overstay fees must be settled before the Customer exits the car park, and failure to do so may result in penalties or the withholding of the Vehicle.

### **3.5 Refunds:**

Refunds will be processed in accordance with the Company's refund policy. In cases where the Customer cancels a booking in accordance with these Terms, any applicable refunds will be issued to the Customer within a reasonable period, typically within 7 business days. Refunds will be made to the original payment method used at the time of booking unless otherwise agreed in writing.

No refunds will be provided for unused portions of a booking if the Customer chooses to exit the car park early, except in the case of an error or technical issue on the part of the Company. Any disputes regarding refunds should be raised with the Company's customer service team, and the Company will review each case on an individual basis.

### **3.6 Price Changes:**

The Company reserves the right to modify its parking rates and charges at any time and without notice. The applicable rates for a booking will be those in effect at the time the booking is made. Any changes to pricing will not affect confirmed bookings but will apply to future bookings made after the new rates come into effect. Customers are encouraged to review the Company's pricing information prior to making a booking.

## **4. Liability**

### **4.1 Limitation of Liability for Theft, Damage, or Loss:**

While Space Shuttle Parking endeavours to provide a secure and well-maintained parking environment, the Company is not liable for any theft, damage, or loss of any vehicle or its contents while parked in any of its car parks unless such loss, damage, or theft is directly caused by the Company's proven negligence. Vehicles are parked at the Customer's own risk, and the Customer is responsible for ensuring that the vehicle is properly secured (e.g., by locking doors, not keeping valuables in plain site within vehicle, closing windows, and activating alarms or immobilizers, where applicable).

The Company advises Customers to remove all valuable or personal items from their vehicles before leaving them in the car park, as the Company will not be responsible for any loss or damage to such items, even if the vehicle itself remains undamaged. This includes,

but is not limited to, loss of money, jewellery, electronics, documents, or other items of value left in the vehicle.

If the Customer believes that their vehicle or property has been damaged or stolen due to the Company's negligence, it is the Customer's responsibility to notify the Company immediately and provide all relevant details and evidence for an investigation. The Company may request photographs, insurance information, or police reports to assist in resolving such claims.

#### **4.2 Liability for Third-Party Actions:**

The Company expressly disclaims all liability for any damage, loss, or injury caused by third parties, including but not limited to other users of the car park, contractors, service providers, or trespassers. This includes accidents, collisions, or other incidents involving third-party vehicles, pedestrians, or unauthorized persons. The Customer acknowledges that Space Shuttle Parking is not responsible for the actions of other individuals or entities and cannot guarantee the behaviour or conduct of other car park users.

Additionally, the Company is not liable for any damages or losses resulting from the actions of service partners, such as valet operators, car wash providers, or maintenance staff, unless such damages are caused by the Company's direct oversight or negligence in managing these third-party relationships. Customers using services provided by third-party vendors are encouraged to review the terms and conditions of those services separately, as liability may rest with the third-party provider.

#### **4.3 Liability for Environmental or Natural Events:**

Space Shuttle Parking shall not be held responsible for any damage to vehicles or property caused by environmental factors or natural events that are beyond the Company's control. Such events include, but are not limited to, weather-related incidents (e.g., flooding, hail, high winds), natural disasters (e.g., earthquakes, storms), or external hazards (e.g., falling trees, debris). Customers park their vehicles at their own risk, and the Company advises maintaining appropriate insurance coverage for such risks.

#### **4.4 Malfunctioning Equipment or Systems:**

While the Company will use reasonable efforts to maintain the proper functioning of its parking facilities, including equipment such as barriers, boom gates, elevators, lighting, payment systems, and electric vehicle chargers, it cannot guarantee uninterrupted operation of these systems. Space Shuttle Parking shall not be liable for any damage or loss resulting from equipment malfunctions, service outages, or technical failures, unless caused by the Company's negligence or failure to properly maintain the facilities.

If a malfunction or failure occurs that impacts the Customer's use of the car park (e.g., inability to exit due to gate failure), the Customer must immediately report the issue to the Company. The Company will take reasonable steps to resolve the problem as quickly as possible. However, the Company is not responsible for any delays, inconvenience, or

additional costs incurred due to such malfunctions unless they directly result from the Company's negligence.

#### **4.5 Customer Responsibility for Damage to Property:**

Customers are responsible for any damage they cause to the car park facilities, including damage to other vehicles, parking structures, equipment, or signage. The Customer agrees to compensate the Company for any repair or replacement costs resulting from their actions, whether accidental or intentional. This includes any damage caused by careless driving, failure to follow traffic signs or regulations within the car park, or the use of improperly sized vehicles that exceed the car park's clearance or weight limits.

In the event of a collision or other incident within the car park that results in damage to Company property or other vehicles, the Customer must immediately report the incident to the Company. Failure to report an incident may result in additional liability or penalties.

#### **4.6 No Guarantee of Parking Availability:**

Space Shuttle Parking does not guarantee the availability of parking spaces at all times, even in cases where a reservation has been made. In rare cases where the Company is unable to provide a parking space (e.g., due to an emergency, overbooking, or other operational issues), the Company's liability is limited to refunding the applicable parking charges. The Company is not liable for any additional costs, inconvenience, or damages incurred due to the unavailability of parking spaces.

#### **4.7 Insurance Requirements:**

It is the Customer's responsibility to maintain adequate insurance coverage for their vehicle and any contents therein. The Company strongly recommends that all vehicles parked in its facilities carry comprehensive insurance coverage to cover any potential damages, loss, or theft, regardless of whether the Company is liable. Space Shuttle Parking does not provide insurance coverage for vehicles parked in its facilities and shall not be liable for any uninsured losses.

#### **4.8 No Liability for Consequential Losses:**

To the fullest extent permitted by law, Space Shuttle Parking disclaims any liability for indirect, consequential, special, or incidental damages arising out of or in connection with the use of its car park facilities. This includes, but is not limited to, loss of profits, business interruption, loss of reputation, or any other financial or personal losses resulting from the inability to use the parking services, delays, or vehicle damage.

#### **4.9 Consumer Law Protections:**

Nothing in these Terms and Conditions excludes, restricts, or modifies any rights or remedies that the Customer may have under the Australian Consumer Law or other applicable consumer protection laws that cannot be excluded by contract. To the extent that any term in these Terms is found to be inconsistent with the Australian Consumer Law, that term shall be read down or severed, and the remainder of the Terms shall continue to apply in full force.

## **5. Vehicle Restrictions**

### **5.1 Size and Height Restrictions:**

Customers are responsible for ensuring that their vehicles meet the size and height restrictions of the Space Shuttle Parking facilities before attempting to park. Each car park level may have specific limits on vehicle dimensions, including maximum height, length, and width, which are necessary to ensure the safe and efficient operation of the car park. These restrictions are typically posted at the entrance to the car park and on the Company's website.

If a vehicle exceeds the specified size or height limits, the Company reserves the right to refuse entry or deny parking services. In cases where a vehicle is found to exceed the permitted dimensions after entry, the Company may impose additional fees or require the Customer to remove the vehicle from the car park. Customers are advised to review the size restrictions carefully and measure their vehicle (including any attachments, racks, or trailers) if there is any uncertainty.

### **5.2 Overhanging or Attached Items:**

The Customer must also ensure that any attachments to the vehicle, such as roof racks, bicycle carriers, tow bars, or trailers, do not extend the vehicle's dimensions beyond the permissible limits. Overhanging items may obstruct access to parking spaces, present safety hazards, or cause damage to other vehicles, equipment, or property within the car park. In the event that overhanging items exceed the permitted dimensions, the Customer may be required to remove them before entering the car park, or additional charges may apply for occupying more than one parking space.

### **5.3 Vehicles Requiring Multiple Parking Spaces:**

If a vehicle, including any attachments or trailers, occupies more than one standard parking space, the Company reserves the right to charge the Customer for the use of additional spaces at the standard parking rate. This applies to vehicles with extended lengths or widths that cannot be accommodated within a single parking space. Customers are encouraged to inquire about availability and fees for oversized vehicles or vehicles requiring additional space prior to making a booking.

### **5.4 Specialty or Non-Standard Vehicles:**

Certain types of vehicles, such as trucks, buses, recreational vehicles (RVs), motorcycles, and commercial vehicles, may not be permitted in all car park facilities. The Company may provide designated areas or facilities for such vehicles, but space for these vehicles is subject to availability and may incur different rates or require advance booking. Customers should contact the Company in advance if they intend to park a non-standard vehicle to ensure that space is available and that the vehicle complies with the car park's requirements.

The Company also reserves the right to impose specific restrictions on electric vehicles (EVs) with charging needs, particularly in designated EV charging spaces. Customers must



ensure that their EV is parked in a properly designated charging space and that it does not obstruct other vehicles or equipment.

#### **5.5 Liability for Damage:**

The Customer is responsible for any damage caused to the car park facilities or other vehicles as a result of bringing a vehicle that exceeds the permitted size or height limits into the car park. This includes damage caused to structures, gates, barriers, lighting, signage, or other property as a result of the vehicle's size or any attachments. The Customer will be liable for any repair or replacement costs arising from such damage, and the Company reserves the right to charge the Customer's account for these costs.

In the event that a vehicle exceeds the size or height limits and causes damage to the car park or to other vehicles, the Company may request that the vehicle be removed immediately. The Customer must comply with such a request, and failure to do so may result in the vehicle being towed or removed at the Customer's expense. The Company will not be responsible for any damage incurred during towing or removal in such circumstances.

#### **5.6 Refusal of Entry:**

Space Shuttle Parking reserves the right to refuse entry to any vehicle that does not comply with the car park's size and height restrictions. This includes vehicles that may pose a risk to the safety of other customers, vehicles, or the facility itself. If entry is refused due to non-compliance with vehicle restrictions, the Customer will not be entitled to a refund for any pre-paid parking fees unless otherwise agreed by the Company.

#### **5.7 Use of Designated Spaces:**

Certain parking spaces within the car park may be designated for specific types of vehicles, such as electric vehicle (EV) charging stations, car wash, accessible (disability) parking, or reserved bays for monthly subscribers. The Customer must ensure that their vehicle is parked in an appropriate space, and they are not permitted to park in spaces reserved for other vehicles unless explicitly authorized by the Company.

For example, electric vehicles may only use designated charging stations, and vehicles without a disability permit are prohibited from using accessible parking spaces. Unauthorized use of designated spaces may result in additional charges, fines, or the removal of the vehicle at the Customer's expense. The Company will not be liable for any costs or damages arising from the improper use of designated spaces.

#### **5.8 Weight Restrictions:**

In addition to size and height limits, the car park may impose weight restrictions to prevent damage to the parking structure or surface. These restrictions will be clearly indicated at the car park entrance or on the Company's website. Customers must ensure that their vehicle, including any passengers, cargo, or additional equipment, does not exceed the maximum weight limit specified for the facility. Vehicles found to exceed the weight limit

may be refused entry, or additional charges may apply for the use of reinforced or heavy-duty parking areas, if available.

#### **5.9 Pre-Booking for Oversized Vehicles:**

Customers with oversized vehicles or those requiring multiple parking spaces are encouraged to pre-book their parking in advance to ensure availability. Pre-booking allows the Company to allocate appropriate space and avoid any disruptions to other customers. If a pre-booked oversized vehicle does not comply with the agreed-upon dimensions, the Company reserves the right to cancel the booking and refuse entry without liability for any additional costs or inconvenience caused to the Customer.

### **6. Car Wash Services**

#### **6.1 Third-Party Car Wash Provider:**

The car wash service available at Space Shuttle Parking is provided by an independent third party (the "Car Wash Provider"). When engaging the services of the Car Wash Provider, you, the Customer, acknowledge that you are entering into a direct contractual relationship with the Car Wash Provider. Space Shuttle Parking is not a party to this contract and does not assume responsibility for ensuring the Car Wash Provider fulfills their obligations to you or complies with the terms and conditions related to the car wash service.

Separate terms and conditions may apply to the car wash service, and these will be provided by the Car Wash Provider. Additional charges may apply in certain circumstances, which will be communicated to you by the Car Wash Provider. The Company will pass on any relevant charges to you, and by using the service, you agree to pay these charges, even if they exceed those originally notified to you.

#### **6.2 Customer Responsibility:**

The Customer's legal rights related to any breach of obligations by the Car Wash Provider must be pursued directly with the Car Wash Provider. Space Shuttle Parking is not liable for any failure by the Car Wash Provider to deliver their services. The Customer is advised to remove all valuable or personal items from the vehicle before utilizing the car wash service. Space Shuttle Parking will not be liable for any loss or damage to personal items left in the vehicle during the car wash service.

### **7. Vehicle Key Management**

#### **7.1 Key Handling for Additional Services:**

If you opt for additional services such as car washing, EV charging, or valet parking, you are required to leave your vehicle keys with Space Shuttle Parking. By doing so, you consent to the Company moving your vehicle within the facility or to a nearby location as necessary for the provision of these services.

#### **7.2 Liability for Key Handling:**

The Company is not responsible for any loss or damage to your vehicle arising from the

movement or handling of your vehicle during the provision of these additional services, except where such loss or damage is directly caused by the Company's negligence.

### **7.3 Jumpstarting Vehicles:**

In cases where the vehicle battery is flat, the Company reserves the right to jump start your vehicle as part of its service offering. By agreeing to this, you acknowledge that the Company disclaims any liability for damage that may result from jumpstarting the vehicle.

## **8. Shuttle Buses**

### **8.1 Complimentary Shuttle Service:**

Space Shuttle Parking may provide complimentary shuttle bus services for Customers with valid bookings. While the Company endeavours to maintain a reliable shuttle service, delays may occur due to traffic, operational constraints, or other unforeseen circumstances. As a result, Space Shuttle Parking does not guarantee any specific wait times for the shuttle buses or that the shuttle services will operate according to a precise schedule. Customers are advised to plan their arrival with sufficient buffer time to account for possible delays.

### **8.2 Compliance with Laws and Driver Instructions:**

Customers using the shuttle buses must comply with all applicable laws, including road safety regulations, and follow any instructions given by the shuttle bus driver. Failure to comply with these requirements may result in the Customer being refused transportation on the shuttle bus.

## **9. Travelling with Children on Shuttle Buses**

### **9.1 Child Safety Requirements:**

Children under seven (7) years must use an appropriate child restraint when traveling in Space Shuttle Parking's shuttle buses, as required by law. The shuttle buses are equipped with Type B – Forward Facing Child Restraints and Type E – Booster Seats, subject to availability. However, availability is limited, so parents with young children are advised to drop them off at the airport terminal with an accompanying adult before parking. Infants 6 months or less are not provided with baby seats, therefore drop off of infants at the terminal before parking at Space Shuttle car park is recommended as Company can not transport via the shuttles buses. For Children 7 months to 7 years, lap-sash seatbelts, forward facing child seats and Booster seats are provided by Company however maybe subject to availability and not guaranteed. Should delays occur due to any restraints not being available, the Company will not be liable. It is always advisable the Customer to confirm availability prior to entering car park on the day.

## **10. Responsibility to Meet Airline Check-in Time**

### **10.1 Recommendation for Early Arrival:**

To ensure timely check-in for flights, Space Shuttle Parking recommends that Customers arrive at the car park at least **90 minutes** prior to their scheduled airport check-in time. This recommendation takes into account potential delays due to traffic, congestion at the

car park, unavailability of parking spaces, roadworks, or other unforeseen issues. Customers should also consider the time required for shuttle services, if applicable.

#### **10.2 No Liability for Missed Flights:**

It is the Customer's responsibility to ensure that they allow sufficient time to meet their airline's check-in requirements. Space Shuttle Parking will not be held liable if the Customer misses their flight, regardless of the reason, including but not limited to traffic delays, unavailability of appropriate child restraints or booster seats, accidents, roadworks, or the operation of transport services between the car park and the airport.

### **11. Indemnity**

#### **11.1 Customer's Indemnification Obligation:**

By using Space Shuttle Parking's services, the Customer agrees to fully indemnify and hold harmless Space Shuttle Parking Pty Ltd, its affiliates, employees, agents, contractors, officers, and directors (collectively, "the Company") from and against any and all claims, damages, losses, liabilities, costs, or expenses (including, but not limited to, legal fees on a full indemnity basis) that arise directly or indirectly from:

- i. **Breach of Terms:** The Customer's failure to comply with or any breach of these Terms and Conditions, including but not limited to the misuse of parking spaces, failure to observe vehicle size or height restrictions, failure to follow any posted rules or instructions, and any other violations related to the use of the Company's services or facilities.
- ii. **Misuse of Services:** The improper, unauthorized, or unlawful use of the Company's parking services or car park facilities by the Customer, their agents, or anyone authorized by the Customer to use the services. This includes, but is not limited to, reckless driving, improper parking, causing damage to the facility or other vehicles, or engaging in unsafe behaviour that may pose a risk to the health, safety, or property of others.
- iii. **Damage or Loss to Third Parties:** Any damage to third-party property (including other vehicles, equipment, or the car park structure) or injury to any person (including employees, agents, or other customers) caused by the Customer's vehicle, actions, or failure to comply with these Terms. The Customer agrees to assume full responsibility for such damages or injuries and to compensate any affected third parties for their losses.
- iv. **Claims Arising from Customer Actions:** Any claims or legal actions brought against Space Shuttle Parking by third parties that result from the Customer's use of the parking services. This includes claims made by other customers, pedestrians, employees, or contractors who may suffer loss or injury due to the Customer's actions or negligence while using the Company's facilities.

### 11.2 Scope of Indemnity:

The indemnity provided by the Customer is broad and covers all forms of liability, loss, or damage arising out of the use of the Company's services. This includes, but is not limited to:

- i. **Direct Losses:** Any direct financial losses incurred by the Company as a result of the Customer's actions or failure to comply with these Terms, such as the cost of repairing damage to the car park, replacing damaged equipment, or compensating third parties.
- ii. **Indirect or Consequential Losses:** The Customer agrees to indemnify the Company against any indirect, special, or consequential losses, including loss of business, reputation, or revenue resulting from the Customer's misuse of the parking facilities. For example, if a Customer's actions cause a disruption to the operation of the car park or damage to the Company's reputation, the Customer will be responsible for compensating the Company for such losses.
- iii. **Legal and Administrative Costs:** The indemnity also covers any legal fees, costs, or administrative expenses incurred by the Company in defending against claims, enforcing the Terms, or seeking remedies for damage caused by the Customer. This includes court costs, legal representation fees, and any other expenses related to the resolution of disputes or claims arising from the Customer's use of the services.

### 11.3 Indemnity for Breach of Third-Party Rights:

The Customer agrees to indemnify the Company against any claims arising from their violation of third-party rights, including intellectual property rights, privacy rights, or any other legal entitlements. This includes situations where the Customer's actions result in claims of copyright infringement, unauthorized use of another person's vehicle or parking space, or breach of privacy laws (e.g., unauthorized surveillance or data collection within the car park).

### 11.4 Third-Party Service Providers:

If the Customer engages third-party services, such as valet services or car washes within the Company's facilities, the Customer agrees to indemnify Space Shuttle Parking against any claims, damages, or losses arising from the actions of these third-party providers. Although these services may be offered at the car park, the Customer assumes all risks associated with their use and agrees to resolve any disputes directly with the third-party provider.

### 11.5 Customer's Responsibility for Authorized Users:

The Customer agrees to be fully responsible for the actions of any person they authorize to use the parking services or facilities on their behalf, such as family members, employees, or contractors. Any damages, claims, or losses arising from the actions or negligence of these authorized users shall be the responsibility of the Customer, and the indemnity provided by the Customer applies equally to these situations.

### 11.6 Notification of Claims:

If the Company becomes aware of any claim or legal action brought against it due to the

Customer's actions or use of the parking services, the Company will promptly notify the Customer and provide reasonable assistance in defending or resolving the claim. The Customer agrees to cooperate fully with the Company in the defence or settlement of any claims arising under this indemnity, including providing relevant documents, attending hearings or mediations, and covering any settlement or judgment amounts.

**11.7 Exclusions from Indemnity:**

This indemnity does not apply in situations where the claims, damages, or losses are caused solely by the Company's negligence, wilful misconduct, or breach of these Terms. If it is determined that the Company is fully responsible for the loss or damage, the Customer's indemnity obligations will not apply. However, if both the Company and the Customer share responsibility for the loss or damage, the Customer's indemnity obligations will be reduced proportionally to reflect their degree of fault.

**11.8 Survival of Indemnity:**

The indemnity provided in this section is an ongoing obligation that survives the termination or expiration of these Terms and Conditions. Even after the Customer ceases using the Company's services, the indemnity will continue to apply to any claims or damages that arise out of the Customer's past use of the services. The Company reserves the right to enforce this indemnity at any time, even after the Customer has vacated the car park or terminated their account.

**11.9 No Waiver of Rights:**

The Customer's indemnity obligations under this section are independent of the Company's other rights and remedies under these Terms. Failure by the Company to immediately enforce the indemnity or pursue claims does not constitute a waiver of the Company's rights to seek indemnification at a later date. The Company retains the right to enforce its rights under this indemnity as necessary to recover damages or losses arising from the Customer's actions.

**12. Privacy and Personal Data**

**12.1 Privacy Policy and Data Protection:**

The collection, use, storage, and protection of personal data by Space Shuttle Parking Pty Ltd (the "Company") is governed by the Company's Privacy Policy, which is incorporated by reference into these Terms and Conditions. The Privacy Policy is designed to ensure that the Company complies with all applicable privacy and data protection laws, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), as well as any other relevant data protection regulations.

By making a booking or using the Company's services, the Customer expressly consents to the collection, processing, and storage of their personal data by the Company, in accordance with the Privacy Policy. Personal data may include, but is not limited to, the Customer's name, contact details (such as phone number and email address), vehicle registration

details, payment information, and any other data necessary for the provision of parking services.

### 12.2 Purpose of Data Collection:

The Company collects and processes personal data to facilitate and enhance the Customer's experience in using its parking services. This includes, but is not limited to, the following purposes:

- i. **Booking and Payment:** Personal data is collected when the Customer makes a booking for parking services. This includes the processing of payment information, the issuance of booking confirmations, and communication of relevant booking details (such as NPR access, access codes or QR codes for entry and exit).
- ii. **Parking Management:** The Company may use personal data to manage the Customer's use of the car park, including tracking vehicle entry and exit, monitoring parking space usage, and ensuring the security of the car park facilities.
- iii. **Customer Service:** The Company may use personal data to respond to customer inquiries, address complaints, or provide support regarding any aspect of the parking services. Personal data may also be used to resolve disputes, process refunds, or handle overstay charges.
- iv. **Security and Fraud Prevention:** Personal data may be used for security purposes, such as monitoring the car park through Closed-Circuit Television (CCTV), ensuring the safety of customers and vehicles, and preventing unauthorized access. In cases of suspected fraud or security breaches, the Company may share personal data with relevant authorities or law enforcement agencies.

### 12.3 Data Sharing and Disclosure:

The Company may share the Customer's personal data with third parties under specific circumstances, such as:

- i. **Service Providers:** The Company may share personal data with trusted third-party service providers who assist in delivering the parking services. This may include payment processors, IT service providers, customer service platforms, and parking management systems. These third-party service providers are contractually obligated to protect the Customer's personal data and use it only for the purposes specified by the Company.
- ii. **Law Enforcement and Legal Obligations:** The Company may disclose personal data to law enforcement agencies or other governmental authorities if required by law, or if the Company believes in good faith that such disclosure is necessary to comply with legal obligations or to protect its rights, the rights of its customers, or the safety of the public. For example, personal data, including CCTV footage, may be provided to authorities in the event of a criminal investigation, accident, or other legal proceedings.

- iii. **Business Transfers:** In the event of a merger, acquisition, sale of assets, or any other business transaction involving Space Shuttle Parking, personal data may be transferred as part of the transaction. In such cases, the Company will notify the Customer if their personal data is transferred and becomes subject to a different privacy policy.

#### 12.4 Marketing and Promotional Communications:

With the Customer's consent, the Company may use personal data to send marketing communications about promotions, special offers, and new services. These communications may be sent via email, SMS, or other electronic means. The Customer can opt out of receiving such communications at any time by following the unsubscribe instructions provided in the message or by contacting the Company directly.

#### 12.5 Retention of Personal Data:

The Company will retain personal data for as long as necessary to fulfill the purposes for which it was collected, or as required by law. This means that the Company may retain personal data even after the Customer has stopped using its services to comply with legal, tax, accounting, or regulatory obligations, or to resolve any disputes that may arise. When personal data is no longer needed, the Company will securely delete or anonymize it, in accordance with its data retention policies.

#### 12.6 Customer Rights Regarding Personal Data:

The Customer has the following rights concerning the personal data collected by the Company:

- i. **Access:** The Customer has the right to request access to their personal data held by the Company. The Company will provide a copy of the personal data, subject to legal exceptions, within a reasonable time frame.
- ii. **Correction:** The Customer has the right to request corrections to any inaccurate or incomplete personal data. The Company will update the Customer's personal data upon receiving a valid request.
- iii. **Deletion:** The Customer has the right to request the deletion of their personal data, subject to legal or contractual obligations that may require the Company to retain certain data. If the Company no longer has a legitimate need to retain the Customer's personal data, it will be securely deleted.
- iv. **Data Portability:** The Customer may request a copy of their personal data in a machine-readable format or have it transferred to another service provider, where technically feasible.
- v. **Objection to Processing:** The Customer may object to the processing of their personal data for certain purposes, such as direct marketing or profiling. The Company will stop processing personal data for the purposes to which the Customer objects unless it has legitimate grounds to continue.



### **12.7 Data Security:**

The Company takes reasonable technical and organizational measures to protect personal data from unauthorized access, alteration, disclosure, or destruction. These measures include encryption, access controls, firewalls, and secure data storage. However, no method of transmission over the internet or electronic storage is completely secure, and the Company cannot guarantee absolute security.

The Customer is responsible for maintaining the confidentiality of any passwords, access codes, or other credentials used to access the Company's services. If the Customer believes that their account has been compromised, they must notify the Company immediately.

### **12.8 International Data Transfers:**

In some cases, the Customer's personal data may be transferred to, stored in, or processed in countries outside of Australia. Where personal data is transferred internationally, the Company will take steps to ensure that appropriate safeguards are in place, in compliance with applicable data protection laws, to protect the Customer's personal data.

### **12.9 Changes to the Privacy Policy:**

The Company may update its Privacy Policy from time to time to reflect changes in legal requirements, operational practices, or new technology. The updated Privacy Policy will be posted on the Company's website, and the Customer is responsible for reviewing the latest version of the policy. Continued use of the Company's services following any changes to the Privacy Policy constitutes acceptance of the updated terms.

### **12.10 Contact Information:**

If the Customer has any questions, concerns, or requests regarding the processing of their personal data, they may contact the Company's Data Protection Officer at:

- **Email:** [info@spaceshuttleparking.com.au](mailto:info@spaceshuttleparking.com.au)
- **Mailing Address:** Suite 12.03 / 289 King St Mascot NSW 2020

The Company will respond to requests regarding personal data within a reasonable time and in accordance with applicable legal requirements.

## **13. General Provisions**

### **13.1 Governing Law:**

These Terms and Conditions, along with any matters arising from the use of Space Shuttle Parking services, are governed by and construed in accordance with the laws of New South Wales, Australia. This means that all legal rights and obligations under these Terms will be interpreted and enforced in accordance with the statutes, regulations, and case law of New South Wales. The Customer agrees that any issue or dispute that arises in connection with these Terms or the use of the Company's services will be subject to the laws applicable in this jurisdiction.

If the Customer resides outside of New South Wales or outside Australia, they acknowledge that the Company's services are operated under the legal framework of New South Wales, and the Customer agrees to submit to the legal standards and regulations of this jurisdiction.

### **13.2 Jurisdiction:**

Any disputes, claims, or legal proceedings arising out of or in connection with these Terms, including any non-contractual disputes, will be submitted to the exclusive jurisdiction of the courts of New South Wales, Australia. The Customer agrees to bring any legal claims relating to the use of Space Shuttle Parking services exclusively before the courts of New South Wales, and not to commence any legal proceedings in other jurisdictions.

The exclusive jurisdiction clause means that, regardless of the Customer's place of residence or the location from which the Customer accesses the Company's services, any legal proceedings or claims against the Company must be initiated in New South Wales courts. However, this clause does not prevent the Company from seeking legal remedies or enforcing its rights in any jurisdiction where the Customer may reside, particularly if it is necessary to enforce judgments, recover unpaid amounts, or seek injunctive relief.

### **13.3 Amendments to Terms:**

Space Shuttle Parking reserves the right to amend, modify, or update these Terms and Conditions at any time and for any reason. Amendments may include changes to booking procedures, payment policies, cancellation terms, or any other provisions of these Terms. The Company will make reasonable efforts to notify Customers of any significant changes to the Terms by posting the updated Terms on its website or via direct communication methods, such as email notifications.

It is the Customer's responsibility to review the most current version of these Terms prior to making a booking or using the Company's services. Continued use of the services following the posting of updated Terms constitutes acceptance of the changes. The Customer acknowledges and agrees that the version of the Terms in effect at the time of their booking or use of services will govern their rights and obligations. If the Customer disagrees with any changes to the Terms, they must discontinue the use of the Company's services immediately and refrain from making further bookings.

### **13.4 No Waiver:**

Failure by Space Shuttle Parking to enforce any provision of these Terms or to exercise any right provided under these Terms does not constitute a waiver of that right or provision. Any waiver by the Company of any breach of these Terms must be provided in writing and signed by an authorized representative of the Company. A waiver in one instance does not prevent the Company from enforcing its rights or seeking remedies in any future instances of non-compliance with these Terms.

### **13.5 Severability:**

If any provision of these Terms is found to be invalid, unenforceable, or illegal by a court of

competent jurisdiction, that provision will be deemed severed from the remaining Terms to the minimum extent necessary. The invalidity or unenforceability of any specific provision will not affect the validity or enforceability of the remaining provisions, which will continue to apply in full force and effect. The Company and the Customer agree to endeavour to substitute any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the original intent of the provision.

#### **13.6 Assignment:**

Space Shuttle Parking reserves the right to assign, transfer, or delegate its rights and obligations under these Terms to any third party at its sole discretion and without prior notice to the Customer. This includes the assignment of the Company's rights or obligations in connection with a merger, acquisition, corporate restructuring, or sale of assets. In such cases, the Company will ensure that the third party agrees to comply with the terms and conditions applicable to the Customer's use of the services.

The Customer may not assign, transfer, or delegate any of their rights or obligations under these Terms without the prior written consent of the Company. Any attempted assignment or transfer by the Customer without such consent will be deemed null and void. The Company's failure to enforce this clause does not constitute a waiver of its right to require compliance with this provision in the future.

#### **13.7 Force Majeure:**

The Company will not be liable for any failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, lockouts, labour disputes, fire, governmental action or regulation, pandemics, or interruptions to transportation or utilities ("Force Majeure Events"). In such circumstances, the Company's obligations will be suspended for the duration of the Force Majeure Event, and the Company will use reasonable efforts to resume the provision of services as soon as practicable.

If a Force Majeure Event substantially affects the Customer's ability to use the parking services, the Company will offer alternative arrangements where possible, but no refunds will be issued unless required by law. The Customer agrees to release the Company from any claims or liabilities arising from delays or non-performance due to Force Majeure Events.

#### **13.8 Entire Agreement:**

These Terms, along with any other documents or policies referenced herein (including the Privacy Policy), constitute the entire agreement between Space Shuttle Parking and the Customer regarding the use of the Company's services. These Terms supersede all prior agreements, representations, or understandings, whether written or oral, between the parties. Any additional terms or conditions provided by the Customer that conflict with these Terms will not be binding unless explicitly agreed to in writing by the Company.