

CASAIR provides car parking to Customers in accordance with these Terms and Conditions at 17C Mustang Road, Jandakot Airport ("Passenger Terminal") and Unit 11, 2-6 Tulloch Way, Canning Vale 6155 ("Long-Term Car Park").

Definitions:

"Fees" are the charges the Customer incurs for the utilization of the Long-Term Car Park and includes any booking fees, parking fees, credit card fees and other fees incurred for any Additional Services provided by CASAIR.

"Booking" means a written request from a customer for the purpose of parking a motor vehicle at the Long-Term Car Park and request has been confirmed by CASAIR back to the Customer in writing.

"Check in" is the requirement for a Passenger to present to a CASAIR representative at either the Long-Term Car Park or the Passenger Terminal in accordance with the Check in Time.

"Check in Time" means the allocated time for any charter flight and commences not less than one hour before the scheduled departure time and closes 30 minutes sharp prior to the scheduled departure time, both at the Long-Term Car Park and the Passenger Terminal.

"Customer" means any person or entity who utilises any CASAIR Car Park and remains responsible for the motor vehicle.

"Day" is defined as any part of a 24-hour period commencing at midnight on the day the vehicle enters any CASAIR facility until the following midnight.

"Day Return Charter Passengers" are passengers travelling on a charter flight that departs and arrives on the same calendar day.

"Emergency Services Passenger" means any person representing an agency who is travelling on a CASAIR flight to support relief activities from a natural disaster or other public service requirement.

"FIFO Passenger" means any person who is travelling on a CASAIR charter flight and has a requirement to park a motor vehicle for more than one Day.

"Scheduled Departure Time" is the time nominated by the CASAIR Client for their charter flight to depart from Jandakot Airport.

"Services" means requests to move motor vehicle but is not limited to driving and leaving the motor vehicle outside of the Long-Term Car Park for passenger not returning on CASAIR flight or assisting with the management and repair of vehicles who may need help in restoring flat batteries or flat tyres etc.

"Transfers" means a complimentary service providing transport between the CASAIR Long-Term Car Park and the CASAIR Passenger Terminal.

"Transport Officer" is the person authorized by the CASAIR Charter Client to permit changes to flight schedules and passenger lists.

"Unauthorised Parking" means any motor vehicle that is parked at the Passenger Terminal or the Long-Term Car Park that is not parked in accordance with these Terms and Conditions.

"Website" means casair.com.au and is the online location for the Parking Request and Payment Form.

Terms and Conditions:

1. CASAIR reserves the right to refuse parking at the Passenger Terminal and/or the Long-Term Car Park.
2. Day Return Charter passengers and Emergency Services Passengers only may park at the Passenger Terminal at no cost.
3. FIFO Passengers and other passengers who are not classified under Clause 2 are required to Park at the Long-Term Car Park.
4. Fees apply to all parking at the Long-Term Car Park.
5. Bookings
 - a) All parking must be pre-booked before 5pm the day before departure to confirm availability of parking space.
 - b) FIFO Passenger vehicles that arrive at the Passenger Terminal without a booking may make alternative arrangements to have their vehicle removed before close of business the same day or incur an additional daily charge of \$50 including GST for each day the vehicle is parked unauthorised. Refer to clauses 13 through to 15 herein.
 - c) Bookings may be made via the website at casair.com.au.
 - d) Any Booking request takes effect once CASAIR has confirmed the Booking in writing and accepted payment for the parking. Any queries about bookings can be sent to parking@casair.com.au

6. The Long-Term Car Park check in closes 30 minutes prior to departure, any passenger not parked and checked prior to cut off will not be permitted to travel without the express permission of the Transport Officer.
7. Extensions for parking are permitted by emailing parking@casair.com.au and requesting an extension for a further booking and making payment. Extensions for parking are subject to availability and CASAIR will endeavour to accommodate any extension request.
8. Extra Services requested by the Customer and facilitated by CASAIR are at the risk of the Customer.
9. Security cameras and associated footage are the property of CASAIR and are not available to Customers for any reason.
10. The Customer agrees to indemnify CASAIR in respect of any claim made against CASAIR as a consequence of, in relation to, or in any way arising out of the Customer's use of the car park and/or Valet parking. CASAIR is not liable for the Customer or any person with the Customer for:
 - a) Injury to the Customer or anybody else;
 - b) Damage to, destruction of, theft of, or unauthorised delivery up of the Customers vehicle or any other vehicle whether authorised or not;
 - c) Damage to, destruction of, theft of or delivery up of any property (including anything in or on the Customer's vehicle or any other vehicle) however caused, and the Customer releases and indemnifies CASAIR from any claim, which the Customer might otherwise have against CASAIR; or
 - d) Direct, indirect, or consequential loss, damage or inconvenience suffered or incurred by any person.
11. To the fullest extent permitted by law CASAIR excludes its liability to the Customer.
12. To the extent that CASAIR are unable to limit its liability as a result of a warranty or condition implied by law, CASAIR expressly limit its liability to the maximum extent possible to the following, the choice of which is at CASAIR's sole discretion:
 - a) In the case of goods – the replacement of the goods or supply of equivalent goods or the repayment of the cost of replacing the goods or acquiring equivalent goods.
 - b) In the case of services – the supply of the services again or the repayment of the cost of having the services supplied again.
13. CASAIR (or its contractors) may enter, move or tow away the Customer's vehicle for operational, safety, security reasons or unauthorised parking reasons.
14. If CASAIR must tow the Customer's vehicle including without limitation as a result of the Customer's breach of these terms and conditions, the Customer must pay all reasonable costs for towing, and storage of the vehicle, and any recovery costs, if applicable.
15. In addition to CASAIR's other rights at law, if the Customer fails to comply with these terms and conditions, CASAIR have the right to not allow the Customer to remove their vehicle from the car park until they provide acceptable evidence of ownership or entitlement to use the vehicle and pay any applicable fees due to CASAIR.
16. Cancellations and Refunds
 - a) Cancellations may be made at any time by emailing parking@casair.com.au
 - b) Any refund will commence the Day following the cancellation request and will be adjusted to the rate applicable to the duration of the parking.
 - c) Any refund will be made into the account that paid for the parking.
 - d) Any refund will not include days used or not used prior to the cancellation being received.
17. Rates may vary from time to time, however a period of parking booked and paid for will not be subject to a rate increase during that period of paid parking.