

Terms and conditions
Commercial Vehicle Operator Service

1. Service

- 1.1 Broome International Airport Pty Ltd (ACN 074 187 732), (**BIA, we or us**) is the operator of the Broome International Airport situated at MacPherson Road, Broome, Western Australia (**Airport**).
- 1.2 BIA provides an area adjacent to the terminal at the Airport (**Area**) for commercial vehicles to pick-up and drop-off of passengers arriving at and departing from the Airport with an automated payment system using licence plate, proxy card and camera based recognition technology (**Service**).
- 1.3 These terms and conditions (**Terms**) govern your use of the Service and constitute a legally binding agreement between BIA and you (and, if applicable, any person or entity on your behalf who uses the Service) (collectively **you**).
- 1.4 We may vary these Terms at any time, without notice to you, by displaying the amended Terms on our website www.broomeair.com.au (**Website**). However, we will endeavour, without commitment, to notify you of any change to the Terms. You should review the Terms on the Website each time before using the Service and the Area.
- 1.5 By using the Service, you acknowledge that you have read and understood, and agree to be bound by, these Terms as varied from time to time, as well as the Conditions of Entry (if any) which are displayed at the entrance to the Area and our Privacy Policy which is on our Website (all of which are deemed incorporated into these Terms).

2. Customer Account

- 2.1 To enable you to access and use the Service, you must register for a customer account on the Website (**Customer Account**) and set up a username and password to access your Customer Account.
- 2.2 When you apply to register for a Customer Account you represent that the content of your application is correct, including, without limitation, your name, ABN, contact details, credit card information, description of vehicle(s) and licence plate number(s).
- 2.3 We will email you a confirmation notice upon us accepting your application.
- 2.4 Subject to our acceptance of your application for a customer Account and your compliance with these Terms, we grant you a revocable, non-exclusive, non-transferable licence to use the Service.
- 2.5 We reserve the right in our sole discretion to reject your application to register for a Customer Account.
- 2.6 We also reserve the right in our sole discretion to revoke your right to use a Customer Account at any time.
- 2.7 You must keep secure, and not disclose to any other person, your username and password for your Customer Account.
- 2.8 You are responsible for all activity in relation to use of the Service on your Customer Account.
- 2.9 You acknowledge that we do not provide any warranty or guarantee of the security of any data that you transfer to us over the internet.
- 2.10 You are responsible for the vehicles specified in your application and any that you add to your Customer Account at any time (**Authorised Vehicles**).

3. Fees, charges and payment

- 3.1 The fees and charges for your use of the Service and the Area are displayed on the Website.
- 3.2 You agree that we may change, increase or update the fees and charges displayed on the Website at any time and from time to time.
- 3.3 You agree to:

- (a) pay for the Service using the credit card nominated in your application for registration of a Customer Account (**Nominated Credit Card**);
 - (b) ensure the Nominated Credit Card details remain correct, valid and current at all times during your use of the Service;
 - (c) immediately update your credit card details via the Website should these details change or if your credit card is cancelled, renewed, altered, expires or otherwise changes; and
 - (d) ensure that there are sufficient clear funds or credit available on your Nominated Credit Card to meet your payment obligations under these Terms.
- 3.4 Payment processing for the Service is provided by Advam Pty Ltd (ACN 112 038 169) (**Advam**) via its ParkCharge solution. You acknowledge that your Nominated Credit Card details will be stored and retained by Advam to be used to pay for your use of the Service in accordance with the Payment Card Industry Data Security Standard.
 - 3.5 You authorise Advam to debit the Nominated Credit Card with all fees and charges for your use of the Service in accordance with these Terms. If for any reason you are unable to make a payment for your use of the Service with the Nominated Credit Card or Advam is unable to debit your Nominated Credit Card, your use of the Service may be suspended until payment is made.
 - 3.6 You can manage your credit card information by logging into your Customer Account and editing your details.
 - 3.7 If you believe there has been an error in charging your Nominated Credit Card you must contact us (see contact details below) as soon as possible so that we can contact Advam and attempt to resolve the problem on your behalf. If we cannot resolve the problem you can refer it to your financial institution. If Advam incorrectly credits or debits an amount to the Nominated Credit Card, you authorise us through Advam to recover the correct amount from the Nominated Credit Card as a charge under these Terms.
 - 3.8 If your Nominated Credit Card expires or there is insufficient credit available on your Nominated Credit Card to meet your payment obligations under these Terms, or your Nominated Credit Card is otherwise declined, you may be charged additional fees and charges and/or interest by your financial institution and your Customer Account may be suspended. If your Customer Account is suspended, you will not be able to use the Area or exit from it.
 - 3.9 You may view your Customer Account transaction statement at any time by logging into your Customer Account on the Website. Please note it may take 24 hours for your first activity to appear after setting up your account. We reserve the right to suspend your Customer Account if it is not used for a period of 12 months.
 - 3.10 You may close your Customer Account at any time by contacting us (see contact details below) and requesting that your account be closed. You will be required to pay any outstanding fees and charges when you close your account. Advam will process any final payment in respect of your Customer Account and if there is money owing in your Customer Account, Advam will collect this from you by charging the Nominated Credit Card for the outstanding amount.
 - 3.11 If the licence plate recognition technology fails when you attempt to exit the Area you may use a proxy card (if we provide one to you) to effect automatic payment when you exit the Area. You will also be able to pay by credit card on the credit card reader when you exit the Area but will be charged the maximum fee for payment made by credit card (other than the Nominated Credit Card).

- 3.12 You agree that we have the right at any time to audit the information you provide us in relation to your Authorised Vehicles and, if a vehicle is registered incorrectly, to make any alteration to the fees and charges payable by you under these Terms to ensure the appropriate fees and charges are paid by you for use of the Service.
- 4. Access and use**
- 4.1 You enter, use and exit the Area at your own risk.
- 4.2 In using and accessing the Service and the Area, you must comply with, and ensure that your employees, agents, contractors and subcontractors comply with:
- (a) all applicable laws and regulations, industry codes of practice and our applicable policies and procedures when using the Service; and
 - (b) without limiting paragraph (a), our standards, policies and procedures that are of general application at the Airport and also those that apply in respect of the Area in relation to matters concerning safety, health, the environment and personal conduct.
- 4.3 You acknowledge that availability of the Area is subject to our technical, logistical, operational and security requirements at the Airport.
- 4.4 You must:
- (a) only use the Area for the pick-up and drop-off of passengers arriving at and departing from the Airport;
 - (b) only use Authorised Vehicles with the licence plates specified in your application, or which you have added to your Customer Account, to access the Area;
 - (c) ensure that the licence plates of Authorised Vehicles using the Area are legible and not obscured;
 - (d) always act in good faith towards us and give us any assistance and co-operation we reasonably request;
 - (e) comply with our reasonable directions regarding making or remedying any adjustments, errors, corrections, reversals, or payments arising from or in connection with the use of the Service;
 - (f) not use or permit any other person to use the Service, except as expressly authorised by these Terms;
 - (g) not assign, rent, sub-licence or otherwise purport to transfer any licence or right granted under these Terms without our prior written consent; and
 - (h) comply with all your obligations under these Terms and promptly notify us of any actual, alleged or potential breach of these Terms upon becoming aware of such breach.
- 4.5 You must not:
- (a) cause any obstruction in the Area;
 - (b) interfere with or obstruct the movement of any other vehicle in the Area;
 - (c) park or leave a vehicle unattended in the Area except for the purpose of the pick-up of passengers arriving at the Airport and for no longer than is reasonably required;
 - (d) litter the Area, or allow your vehicle to spill or leak oil in it; or
 - (e) use the Area to clean or repair your vehicle.
- 4.6 We may tow and remove at your cost any of your vehicles in the Area, or obstructing the use of any part of the Area, in contravention of these Terms. We will not be liable for any damage to your vehicle, person or property caused by such removal. You must pay to us immediately upon demand all costs we incur in connection with such removal.
- 4.7 The Area is a wheel clamping area. If you breach these Terms, your vehicle may be wheel clamped and you will be charged \$300.00 prior to its release. To remove a wheel clamp you will need to contact our administration office (see contact details below).
- 4.8 In addition to our rights under clause 4.7 above and any other rights we have at law, if you breach these Terms we may issue infringement notices which are enforceable at law and claim damages of \$200.00 from you for each breach of these Terms.
- 4.9 You must promptly comply with all directions, requests and instructions made or given by us or any of our authorised officers, employees, agents or contractors in relation to the Services or use of the Area.
- 4.10 We reserve the right in our sole discretion to revoke your right to use the Service at any time:
- 5. Liability**
- 5.1 To the maximum extent permitted by law, we expressly disclaim any and all liability to you or any other person for:
- (a) death or personal injury to you or any other person in the Area;
 - (b) any damage, destruction or theft of any vehicle or other property in the Area;
 - (c) delivery of any vehicle in the Area to any person who did not have authority to take the vehicle; or
 - (d) acceptance of any goods for safe custody by any of our employees, contractors or agents.
- 5.2 You release and indemnify us from any claim, which you might otherwise have against us as in connection with, in relation to, or in any way arising out of your entry into, use of or exit from the Area including, but not limited to, any act matter or thing referred to in clause 5.1 above.
- 5.3 To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms.
- 5.4 If a supply under these Terms is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (ACL), nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits us to limit our liability, our liability will be limited to:
- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 5.5 You agree we will not be liable to you for any incidental, special, indirect, consequential or punitive loss or damage, including any lost profits, lost opportunity or loss of reputation. In addition we will not be liable to you for any cost, expense, loss or damage suffered by you which is caused by any act or omission by you or any other user of the Area or the Airport.
- 5.6 You indemnify us and our related entities against any claim, demand, action, loss, damage, cost, expense and liability (including without limitation legal fees and disbursements) incurred as a result, directly or indirectly, of:
- (a) any breach of these Terms or law;
 - (b) any death, illness or injury to any person or any damage to any real or personal property directly or indirectly caused or contributed to by any wilful, malicious, unlawful or negligent act or omission; or
 - (c) the unsafe or illegal operation of any vehicle, by you or any of your officers, employees, contractors or agents, except to the extent that any negligent act or omission by us contributed to the cost, expense, loss or damage.

6. Website

- 6.1 You acknowledge that BIA is the copyright owner of the material on the Website or is licensed by the copyright owner to use the material on the Website.
- 6.2 Your use of the Website and access to material on the Website does not grant or transfer any rights, title or interest to you in relation to the Website or the material on it, and none of the material on the Website may be linked to, reproduced, adapted, published, distributed or transmitted without our prior written consent.
- 6.3 We do not warrant that the Website will be available at all times, or will be uninterrupted or error free, or that the Website is free of viruses, errors, malicious code or other forms of interference.
- 6.4 Your use of the Website means that you have read, understood and accepted the following disclaimer:
 - (a) BIA has made reasonable effort to ensure the accuracy of the information supplied on the Website, but does not guarantee the information is complete, correct or up to date, and the information is subject to change without notice;
 - (b) BIA does not guarantee the availability of any service advertised on the Website;
 - (c) BIA shall not be liable to the user (or any third party who obtains access to the information) under any law for any loss or damage (including, but not limited to, direct, indirect, economic and consequential damage) in respect of any matter whatsoever related to any information on the Website; and
 - (d) BIA does not accept any responsibility or liability for any computer virus or other infection arising from the Website, or the content of any sites to which it is linked.

7. Privacy

- 7.1 When making an application for a Customer Account you will provide us with personal information. We will handle the personal information for purposes associated with your application, providing the Service and as set out in clause 7.3 below. Without this information we cannot process your application or provide the Service.
- 7.2 We may collect other personal information when you use:
 - (a) the Website (including through the use of cookies) which we may use for business and marketing purposes; and

- (b) the Area (including your image, your vehicles and licence plate numbers, location, movements and other information, through CCTV surveillance and number plate recognition technology) which we may use at the Airport for security, management and car parking related purposes.

- 7.3 We may handle your personal information for marketing purposes (including sending you communications by email and SMS, and which may include providing you with communications about products, services, promotions and benefits offered by us), for targeted online advertising, data and audience matching, analytics, research and otherwise in accordance with our Privacy Policy.
- 7.4 You can opt out of marketing communications sent by us by email, SMS or post at any time using the opt-out mechanism provided in a communication, by logging into your Customer Account and deselecting the mailing list option, or by contacting us as specified below.
- 7.5 If you refuse to accept or delete cookies through your web browser settings, features of the Website may not function properly, and this may not be sufficient to block or opt-out of all activities which track the usage or deliver online targeted content.
- 7.6 We may disclose your personal information to third parties for the above purposes as permitted or required by law (including to our contractors who provide services to us).

8. General

- 8.1 If any provision of these Terms is or becomes invalid or unenforceable, then the remaining provisions of these Terms are not affected.
- 8.2 Nothing in these Terms creates or will be construed as creating any tenancy or conferring any interest of any nature in the Area or any part of it.
- 8.3 A provision of or a right created under these Terms may not be waived or varied except by a written agreement between you and us.
- 8.4 These Terms 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 these conditions.

9. Contact us

- 9.1 You may contact us directly about any complaint or query concerning your Customer Account or the Service at admin@broomeair.com.au or by calling our administration office on 08 9194 0600.