

TERMS AND CONDITIONS

1. Definitions

- 1.1. **Airport** means Perth Airport WA 6105;
- 1.2. **Booking Period** means the period of time referred to as the 'Booking Period' in the Schedule;
- 1.3. **Car Park** means the car parking facility located at 1136 Abernethy Road, High Wycombe WA 6057;
- 1.4. **Fee** shall mean the cost of the Services outlined as the 'Fee' in the Schedule but subject to clause 6 herein;
- 1.5. **GST** means the tax imposed by the GST Law;
- 1.6. **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 1.7. **NH Airlink** refers to NH Airlink Pty Ltd ACN 631 489 186 or any person acting on behalf of and with authority of NH Airlink Pty Ltd ACN 631 489 186;
- 1.8. **Services** mean the provision of:
 - (a) parking for the Vehicle within the Car Park for the Booking Period; and/or
 - (b) additional parking for the Vehicle within the Car Park outside the Booking Period; and/or
 - (c) transporting you to and from the Car Park and the Airport; and/or
 - (d) ancillary services,as agreed between NH Airlink and you from time to time in writing.
- 1.9. **Schedule** means the schedule to this Agreement;
- 1.10. **Vehicle** means the vehicle/s specified in the Schedule;
- 1.11. **You** or **you** or **your** refers to the person named as 'Customer' in the Schedule

2. Interpretation

- 2.1. A reference to any legislation includes all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation and any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- 2.2. Any word importing:
 - (a) the singular includes the plural;
 - (b) the plural includes the singular; and
 - (c) a gender includes every other gender;
- 2.3. A reference to a party includes that party's administrators, successors and permitted assigns;
- 2.4. Where a word or phrase is given a defined meaning, then any other grammatical form of that word or phrase has the same meaning.

3. Provision of Services

- 3.1. NH Airlink agrees to provide the Services (or part thereof) to you in consideration for the Fee.

- 3.2. **Departure:** You agree that you will be at the Car Park and ready to depart the Car Park to travel to the Airport at a time agreed between you and NH Airlink in writing. This is an essential term.
- 3.3. **Arrival:** You agree to provide NH Airlink with your flight's arrival details into the Airport at the time you confirm your booking or 3 hours prior to boarding your arrival flight. You will also inform NH Airlink when you are ready to be picked up at the agreed pick-up point per its directions to you.
- 3.4. You agree to drive with due care in the Car Park.
- 3.5. You agree to comply with all speed limits, parking signs, and directions from NH Airlink in the Car Park.
- 3.6. You agree to only park the Vehicle in your designated parking bay as directed by NH Airlink.
- 3.7. You warrant that you are the legal and/or beneficial owner of the Vehicle or that you have authorisation from the legal and/or beneficial owner to store the Vehicle in the Car Park.
- 3.8. You warrant that you have informed us of everything relevant to NH Airlink's operation and storage of the Vehicle such that it will not cause any loss or damage to NH Airlink or its employees, agents and contractors while it is in the Car Park.
- 3.9. You warrant that the contents of the Vehicle are not toxic, harmful, hazardous, illegal or otherwise dangerous and you indemnify and keep indemnified NH Airlink from and against all actions, claims, demands, losses, damages, costs and expenses arising from or incurred directly or indirectly from NH Airlink's handling including storage of the Vehicle.
- 3.10. You warrant that you have insured the Vehicle and its contents for the period the Vehicle is parked at the Car Park and that this coverage is adequate to cover any damage to the Vehicle or its contents.
- 3.11. If NH Airlink requests a copy of the Vehicle's key, you agree to provide the same to NH Airlink as soon as practicable.
- 3.12. Unless otherwise agreed to by NH Airlink in writing, this Agreement is capable for acceptance only for seven (7) days from the date of issue.
- 3.13. You must inform NH Airlink if you wish to extend the length of the Booking Period as soon as practicable and provide all relevant details including new flight arrival details at the same time. You will be charged a fixed daily rate as determined by NH Airlink (acting reasonably) for the extended time the Vehicle is parked in the Car Park (**Extension Fee**). You agree to pay the Extension Fee at the time of your request to extend the length of the Booking Period. In any event, all monies owing by you to NH Airlink must be paid to NH Airlink prior to collection of the Vehicle.

4. Competition and Consumer Act 2010 ("CCA") and Fair Trading Act ("FTA")

- 4.1. The warranties, conditions, rights and remedies applicable to you as outlined in the relevant CCA and the FTA are not intended to be compromised as a result of anything contained in this Agreement, except to the degree permitted by that Act.

5. Acceptance

- 5.1. Any request from you to NH Airlink for the supply of Services however made shall constitute acceptance of the terms and conditions contained herein. Without limiting the foregoing, your execution of this Agreement will constitute such acceptance.
- 5.2. Where you are constituted of two or more entities, all such entities shall be jointly and severally liable for all payments of the Fee.
- 5.3. This Agreement become binding upon acceptance, and may thereafter only be altered or revoked with the written consent of NH Airlink.

5.4. Any changes to your details, including name, address, telephone or email must be notified to NH Airlink within ten (10) business days of any such changes taking place.

6. Fee and Payment

- 6.1. You agree to pay NH Airlink the Fee in consideration for the Services.
- 6.2. NH Airlink reserves the right to change the Fee immediately (but acting reasonably) in the event of a variation, requested by you, to your request for Services.
- 6.3. You agree to pay (in cleared funds) all amounts payable by you to NH Airlink (including the Fee) in full at the time you check in to the Car Park to park the Vehicle.
- 6.4. Any variation to your obligation to pay the Fee in full must be expressly agreed to in writing by NH Airlink.
- 6.5. At NH Airlink's discretion a non-refundable deposit may be required before the supply of any Services.
- 6.6. Payment may be made by any method as agreed between NH Airlink and you.
- 6.7. GST and other taxes and duties that may be applicable shall be added to the Fee except when they are expressly included in the Fee.
- 6.8. Time is of the essence under this Agreement in respect of your payment obligations.

7. Limitation of Liability

- 7.1. To the full extent permitted by law, NH Airlink excludes all liability to you for acts or omissions of NH Airlink in tort (including negligence) bailment or otherwise for loss of, damage to or deterioration of the Vehicle, or any delay or other failure arising out of the Services.
- 7.2. To the full extent permitted by law, NH Airlink excludes all liability for all loss, damage, cost and expense from any claim by any person in tort (including negligence), contract, bailment or otherwise for damages to personal property, or injury to or death of any person arising out of any acts or omissions of NH Airlink and you indemnify NH Airlink in respect of the same.
- 7.3. To the extent that such liability as outlined in this clause 7 cannot be excluded, the liability of NH Airlink to you for any reason related to the performance of the Services under this Agreement shall be limited to the amount paid or payable by you to NH Airlink for such Services.
- 7.4. If NH Airlink is liable for damage to or loss of the Vehicle or any part of the Vehicle, no claim for the loss or damage may be made unless notice of the claim is received in writing at 1136, Abernethy Road, High Wycombe, WA 6057 within 3 days of the date of removal of the Vehicle. The failure to notify a claim within the time under this clause is evidence of satisfactory performance by NH Airlink of its obligations.
- 7.5. To the full extent permitted by law, NH Airlink will be discharged from all liability for loss or damage associated with the Services unless an action is brought within six months of the date of collection of the Vehicle.

8. Default and Consequences of Default

- 8.1. If you should:
 - (a) as an individual, commit an act of bankruptcy; or
 - (b) as a company, pass a resolution for winding up or have a summons to wind up issued against it; or

- (c) become subject to any form of external administration; or
- (d) enter into an arrangement regarding outstanding payment with any of its creditors; or
- (e) allow any invoice to remain in arrears for a period of over thirty (30) days;

all monies currently owed to NH Airlink shall become due and payable immediately, and NH Airlink shall have the right to terminate the supply of any further Services to you.

- 8.2. Should you fail to pay any invoice when due, you will be responsible for any additional costs associated with recovery of all outstanding amounts, including but not limited to the costs of a solicitor (on an indemnity basis), and any cost incurred by NH Airlink to its nominated collection agency.
- 8.3. Interest on overdue accounts may be charged at a rate of 2.5% per month, or at a rate not exceeding the prevailing bank overdraft rate, whichever is the higher, and continue to accrue on a monthly basis until you have paid all monies owed to NH Airlink, and you shall be liable to pay all such interest.
- 8.4. NH Airlink will not be liable to you for any loss or damage you suffer because NH Airlink exercised its rights under this clause.

9. Lien

- 9.1. Where you have left the Vehicle in NH Airlink’s possession and NH Airlink has not received or been tendered the whole of the Fee and any other amounts outstanding, or the payment has been dishonoured, NH Airlink shall have:
 - (a) a lien on the Vehicle;
 - (b) the right to retain the Vehicle for the Fee while NH Airlink is in possession of the Vehicle — including by clamping the Vehicle; and
 - (c) a right to sell the Vehicle and apply the proceeds to discharge the lien and costs of sale without being liable to you for any loss or damage caused.

The lien of NH Airlink shall continue despite the commencement of proceedings, or judgment for the Fee having been obtained.

- 9.2. In addition to, or in the alternative to, the lien in clause 9.1 NH Airlink also gives you notice of a statutory lien pursuant to the *Warehousemen’s Liens Act 1952* (WA) as outlined in the Form 2 annexed to this Agreement.

10. Cancellation

- 10.1. NH Airlink may terminate this Agreement if you have not collected the Vehicle on or by the final day of the Booking Period or for any other material breach of this Agreement.
- 10.2. NH Airlink shall not be liable for any loss or damage whatsoever arising from its termination of the Agreement.
- 10.3. You must give at least 6 hours’ notice to NH Airlink if you cancel or reduce the Booking Period. NH Airlink reserves the right to charge the Fee or part thereof as a result of these variation/s.

11. Privacy Act 1988

- 11.1. NH Airlink shall be entitled to obtain a personal credit report to collect overdue payment on commercial or consumer credit (Section 18K(1)(h) Privacy Act 1988).

- 11.2. You agree that individual data provided may be used and retained by NH Airlink for the following purposes and for other purposes as agreed to between you and NH Airlink or required by law from time to time:
- (a) provision of Services;
 - (b) providing instruction to subcontractors;
 - (c) marketing of Services by NH Airlink, its agents, distributors, or contractors;
 - (d) assessing your credit worthiness in relation to extending credit;
 - (e) exchanging of information with credit reporting agencies;
 - (f) processing of any payment instructions, direct debit facilities and/or credit facilities requested by you.
 - (g) Collection of amounts outstanding in your account by NH Airlink's nominated collection agent and/or solicitor.
- 11.3. You consent to NH Airlink's installation, use and/or maintenance of Closed-Circuit Television (cctv) throughout the Car Park and agree that NH Airlink may keep copies of such recordings as reasonably required by NH Airlink.

12. General

- 12.1. NH Airlink assumes no responsibility for changes in the laws of Western Australia, or the Commonwealth of Australia which may affect the supply of Services.
- 12.2. Neither NH Airlink nor you shall be liable for any breach of any provisions of this Agreement arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of either party.
- 12.3. If any clauses, provisions, parts, terms or conditions contained in this Agreement are found to be unenforceable for reasons of invalidity, illegality or any other reason, the remaining clauses, provisions, parts, terms or conditions shall not be affected in any way.
- 12.4. You disclaim any right to seek compensation for loss or damages arising from any innocent misrepresentation made to you by NH Airlink, or any related corporations of NH Airlink, and their respective officers, employees, agents and contractors.
- 12.5. This Agreement and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the Courts of Western Australia.

SCHEDULE

1. **Customer Name** _____

2. **Driver's Licence No.** _____

3. **Phone No.** _____

4. **Email Address** _____

5. **Alternative Contact Details** Name: _____

Mobile: _____

Email: _____

6. **Vehicle Details** Make: _____

Model: _____

Year: _____

Registration No. _____

7. **Booking Period** Date: _____ Time: _____

To

Date _____ Time: _____

8. **Flight Details** **Departure Flight**

Flight Number: _____ Time of departure: _____

Arrival Flight

Flight Number: _____ Time of arrival: _____

9. **Fee** _____

10. **Are you FIFO, Holiday Maker or Other** _____

EXECUTION

INDIVIDUAL CUSTOMER'S EXECUTION

.....
Signature of **CUSTOMER**

COMPANY CUSTOMER'S EXECUTION

Executed by **THE CUSTOMER** in accordance with S127(1) of the Corporations Act 2001

.....
Director

.....
Director/Secretary

Form 2

Regulation 4

Warehousemen's Liens Act 1952

NOTICE OF LIEN

To *(insert name of person to whom notice of lien may be given)*

TAKE notice that I, NH Airlink Pty Ltd ACN 631 489 186 under the provisions of section 6 of the Act hereby give notice of a lien in respect of goods deposited for storage and described in the Schedule hereto.

Schedule

Description of goods	Location of warehouse where goods are stored	Date of deposit of goods	Name of person who deposited goods
<i>Insert vehicle details</i>	<i>1136 Abernethy Road, High Wycombe WA 6057</i>	<i>Insert date of parking</i>	<i>Insert name of customer</i>

Dated thisday of20.....

.....

Signature of Warehouseman

.....
Initials