

ONLINE BOOKING TERMS AND CONDITIONS

Terms and Conditions

This agreement sets out the terms and conditions under which Melbourne and Olympic Parks Trust ABN 95 023 915 528 ("Melbourne & Olympic Parks", "we", "us", or "our") agrees to provide you with parking using the Melbourne & Olympic Parks online booking service ("Service"). In using the Service, you agree to be bound by these terms and conditions. If you do not agree to comply with these terms and conditions you must not use the Service. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Melbourne & Olympic Parks' car park.

1. Amendments to these terms and conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on the Melbourne & Olympic Parks website. Your use of the Service following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

2. Your online booking

- (a) The applicable fees for the use of the Service are those parking fees notified to you as applicable to your booking.
- (b) A booking is confirmed only when you receive a booking confirmation at the end of the booking process. A copy will also be emailed to your nominated email address.
- (c) We only accept bookings for cars and buses.
- (d) Size and height restrictions apply at some of our car parks. Details of these restrictions are as listed:
Height Clearance
Entrance B : 2.94
Entrance D Roadway: 4.3
Eastern Plaza Carpark : 2.2 ground level, 2.1 upper levels
- (e) Bookings are valid for one entry and one exit only. Multiple entries are not permitted.

3. What you must do

You agree that:

- (a) You must pay the applicable fee using an acceptable credit card;
- (b) You will not attempt to enter the car park prior to the entry date and time nominated in your booking. If you enter the car park prior to your nominated car park entry date and time, your booking is not valid and you will be charged again for your parking stay at standard rates displayed at the entry to the car park;
- (c) If you stay for a period after the end of the exit date and time nominated in your booking then you must pay the applicable fee for the additional time. The applicable fee for additional time will be calculated at the rates specified at the entrance to the car park you have used. Fees apply based on the duration of your stay past your booking end date and time.

UNDER THE MANAGEMENT OF MELBOURNE & OLYMPIC PARKS

- (d) If the credit card payment used for your booking fails then your booking will not be processed;
- (e) You must bring the credit card that you nominated to use for entry at time of booking and insert it into the credit card reader at the entry gate;
- (f) You must comply with any signs and any directions given to you in relation to driving and parking at Melbourne & Olympic Parks;
- (g) Your booking must only be used by you or someone authorised by you;
- (h) You are responsible for ensuring that your vehicle complies with any size and height restrictions notified to you;
- (i) You are not entitled to any refund if your vehicle does not comply with the size and height restrictions of the booked car park;

4. What we must do

We agree that:

- (a) We must use reasonable endeavours to ensure that a space is available at the car park nominated in the booking;
- (b) If a space is not available at the car park nominated in the booking, then we must use reasonable endeavours to accommodate your parking needs in accordance with the following procedure:
 - (i) If all spaces are full in your nominated car park area, then you may park in any non-reserved parking spaces in that car park;
 - (ii) If you are required to use a cheaper parking option than the cost of the space you booked, then you will be entitled to a refund of the difference between the price you paid at the time of booking and the price of the cheaper parking option (calculated on the basis of the parking rates posted at the car park entrance);
 - (ii) if all of our car parks are full or we are otherwise unable to accommodate your vehicle at any of our car parks, then:
 - A. We will make efforts to organise alternative arrangements to accommodate your vehicle at our cost; or
 - B. We will provide you with a refund of the applicable fee (excluding any non-refundable fees) unless you purchased your booking from any person other than Melbourne & Olympic Parks.
- (c) We must comply with the Information Privacy Act 2000 (Vic). Any personal information provided to us will be dealt with in accordance with our Privacy Policy <http://www.mopty.com.au/privacy-policy/>.

5. Refunds and cancellations

- (a) If you purchased your booking from any person other than Melbourne & Olympic Parks (such as a Melbourne & Olympic Parks authorised reseller) and you require a refund or cancellation, you must seek that refund or cancellation from that other person.
- (b) You are only entitled to a refund from Melbourne & Olympic Parks where you:
 - (i) paid for your booking using your own credit card;
 - (ii) effectively cancel a booking 24 hours or more prior to the start of the booking period; or

UNDER THE MANAGEMENT OF MELBOURNE & OLYMPIC PARKS

(iii) we are unable to accommodate your vehicle in accordance with clause 4(b) of this agreement.

(c) For the avoidance of doubt any payments made are forfeited and a refund is not available where you fail to cancel a booking 24 hours or more prior to the start of the booking period.

(d) Cancellation is only effective where:

(i) you log in to your Melbourne & Olympic Parks online booking account and successfully cancel your booking. Your account may be accessed at <https://prebook.mopt.vic.gov.au/>; or

(ii) if you are unable to successfully cancel your booking via your online booking account, then you must notify us by email at enquiries@mopt.vic.gov.au 24 hours or more prior to the start of the booking period. Your email must set out your full name, contact number, booking invoice number, booking period and the details as to why you could not log in to your online booking account to complete the cancellation. Never send credit card details via email. Melbourne & Olympic Parks may in its discretion determine whether to apply a refund. Refunds are not guaranteed.

(e) Non-refundable fees including but not limiting, credit card fees, booking fees and any other fees notified to you as non-refundable, are non-refundable.

6. Booking modifications

(a) If you purchased your booking from any person other than Melbourne & Olympic Parks (such as a Melbourne & Olympic Parks authorised reseller) and you require a booking modification, you must seek that booking modification from that other person.

(b) You are only entitled to make a booking modification where you:

(i) paid for your booking using your own credit card;

(ii) effectively modify a booking 24 hours or more prior to the start of the booking period;

(c) A booking modification is only effective where;

(i) you log in to your Melbourne & Olympic Parks online booking account and successfully modify your booking. Your account may be accessed at <https://prebook.mopt.vic.gov.au/>; or

(ii) if you are unable to successfully modify your booking via your online booking account, then you must notify us by email at enquiries@mopt.vic.gov.au 24 hours or more prior to the start of the booking period. Your email must set out your full name, contact number, booking invoice number, booking period and the details as to why you could not log in to your online booking account to complete the modification. Never send credit card details via email. Melbourne & Olympic Parks may in its discretion determine whether to apply a booking modification. Booking modifications and are not guaranteed.

7. Limitation of liability

7A CONSUMER GUARANTEES

The Australian Consumer Law (as embodied in Schedule 2 to the Competition and Consumer Act 2010 (Cth)) ("ACL") requires that certain guarantees must be given by us to you in relation to the supply by us of goods or services to you ("Consumer Guarantees").

7B LIMITATION OF LIABILITY

Our liability to you is limited in the following ways:

UNDER THE MANAGEMENT OF MELBOURNE & OLYMPIC PARKS

(a) Except as required of us under the Consumer Guarantees (as to which, see clause 7A above, we provide no other warranty, guarantee or assurance, express or implied, to you in relation to the goods or services supplied to you, and you agree and acknowledge that it is fair and reasonable, in all the circumstances, for us to do so.

(b) If the goods or services supplied by us to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, except in the case of a failure by us to comply with a Consumer Guarantee under any of sections 51, 52 or 53 of the ACL, our liability for failure to comply with a Consumer Guarantee to you is limited to:

(i) In the case of services supplied to you, the supply of the services again or the payment of the cost to you of having the services supplied again.

(c) Our liability to you for a breach of any condition, warranty or term of this agreement that is not a breach of a Consumer Guarantee is limited in the following way:

(i) to the full extent permitted by law, we are not liable (whether in negligence or otherwise) to you in relation to such breach for any indirect or consequential loss, loss of profit revenue or anticipated savings, business interruption, loss of chance or business opportunity, loss of or damage to goodwill or reputation, claims by a third party for liquidated sums or damages under any agreement, or loss of production or operating time (even if you have advised us of their possibility).

8. Governing Law

This agreement is governed by the laws of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

9. General

(a) We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.

(b) If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

(c) If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.