

CAR WASH TERMS AND CONDITIONS

By proceeding to book a car cleaning or washing service, you agree that a contract is formed between us on the below terms and conditions:

1. These terms and conditions govern any car cleaning &/or washing services (**'Services'**) provided to you by Australia Pacific Airports (Melbourne) Pty Ltd ABN 62 076 999 114 (**'Melbourne Airport'/'We'/'Our'/'Us'**).
2. We will provide the Services to you in consideration for you paying Us the associated fee in full.
3. Changes or cancellations to booked Services will only be accepted for bookings made online and where notification is given via the online booking engine or via telephone, no less than 2 hours prior to the booked entry time. No refund will be given in respect of any cancellations or changes to bookings made outside of these terms, including where sought to be made via email or at the time of dropping off the vehicle.
4. Subject to the above, where you amend a booking made online and the fee for the new requested Service:
 - (a) exceeds the fee for the original booking, you will be required to pay the difference between these amounts; and
 - (b) is less than the fee for the original booking, you will be refunded the difference between these amounts.
5. If you wish to collect your vehicle at a different time to that nominated at the time of booking, you must notify Us as soon as possible. We will endeavour to provide the Services to accommodate any changes to collection times, but cannot guarantee this.
6. To ensure the safety of any valuables, please remove these from your vehicle prior to leaving it with Our attendant. Any valuables left in your vehicle are at your own risk.
7. The Services provided by Us will be rendered with due care and skill. We make no other express warranties in relation to the Services. All other warranties, representations and conditions relating to the Services (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.
8. You acknowledge that Our liability under any statutory right, or any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) which cannot be excluded, is to the extent permitted by law limited (at Our option) to the re-supply of the Services or the payment of the cost of having the Services supplied again.
9. To the extent permitted by law, you acknowledge that We are not liable to you (or any passengers in the vehicle, or any other party) for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property (including the vehicle) and whether arising from default, negligence, misconduct or otherwise by Us, Our employees, agents and contractors.
10. You indemnify Us and Our employees, contractors and agents against any liability, injury, loss or damage (**'Loss'**) which may be sustained or incurred in connection with

any act or omission by you, your vehicle or your breach of these terms and conditions, except to the extent that We caused or contributed to the Loss.

11. Unless you booked online, a credit card processing fee will be added to credit card transactions. The fee varies depending on the credit card provider and is set as follows: VISA - 1.00%, MasterCard - 1.00%, Diners Club - 2.28%, American Express - 2.41%
12. These terms and conditions are not intended to limit any rights under the *Competition and Consumer Act 2010* (Cth) which cannot be limited or excluded.

Privacy collection statement: Melbourne Airport collects your personal information to provide you with the Services. Melbourne Airport may disclose your personal information to its contractors in connection with providing the Services. If you do not provide the information, Melbourne Airport may not offer you the Services. Melbourne Airport deals with your personal information in accordance with its privacy policy at <https://www.melbourneairport.com.au/Passengers/Privacy-policy>