



Constitution Place Conditions of Entry

Entry to the Car Park is subject to these Conditions of Entry.

1. Acceptance and Use

- a. By entering the Car Park, you agree to these Conditions of Entry and acknowledge that a contract is formed between you and us. If you do not agree, you must immediately leave the Car Park (with your vehicle).
- b. Entry and use are entirely at your own risk, including risks of injury, death, damage, or theft.
- c. We may refuse entry to any person or Vehicle at our reasonable discretion.
- d. These conditions apply to all vehicles and property brought into the Car Park.

2. Access and Controls

- a. Constitution Place Car Park has 582 basement parking bays, 225 of which are for public access. We welcome permit holders, hotel guests and casual visitors.
- b. **Permit Holders:** Permit Holders have reserved car spaces on basement levels 1, 2 or 3. Licence plate recognition will allow you access into the car park.
- c. **Hotel Guests:** Parking for hotel guests is managed directly by hotel reception. If you are a hotel guest, please take a ticket provided and park on level 2 in an unreserved space. You may have your ticket validated at hotel reception.
- d. **Casual Visitors:** Casual parking is available at levels 1 and 2 in any unreserved space. Your licence plate will be recorded when you enter the Car Park. Please pay at the boom gate before exiting. If your licence plate cannot be read, please take a ticket provided and use this to pay when you exit.
- e. The Car Park can be accessed by Constitution Way from Constitution Avenue.
- f. Building access and the Car Park are closed overnight. Please be mindful of these times when using the Car Park:
 - i. Building access closes at midnight, resuming at 6am.
 - ii. The car park roller shutter closes at midnight, reopening at 5am. Exit is still available during this time.
- g. For access to the Car Park after hours please call 0411 863 041.
- h. Entry and exit to Car Park may be controlled by tickets (casual and pre-paid), access passes or vehicle licence-plate recognition. Each vehicle must use its own access method, tailgating is prohibited.
 - i. Entry to the Car Park does not guarantee a parking space.
 - j. Licence plate data will be recorded upon entry for access and fee management.
- k. Parking guards may be installed in parking bays in the Car Park.
 - i. Use of parking guards and parking guard remotes is at your own risk, no liability is accepted by us for loss, theft or damage to vehicles.
 - ii. We do not guarantee:
 - i. the parking guard or parking guard remote will be available at all times;
 - ii. use of the parking guard or parking guard remote will be uninterrupted or error free; or
 - iii. use of the parking guard or parking guard remote will not incur any damage to person, vehicle or property.
 - iii. You must take reasonable care to avoid damage to yourself, other persons, vehicles and the parking guards.
 - iv. Contact the Customer Service Team, customerservice@canberraairport.com.au, if your parking guard remote is lost, damaged or stolen. Parking guard remotes may be replaced, subject to payment of a fee.
 - i. Any damage to parking guards by you or any person is recoverable.

3. Parking Fees

- a. Parking fees may apply and increase with the length of stay.
- b. Parking rates are displayed on signage in and around Car Park and websites.



- c. Payment is accepted via ticket, pre-paid pass, or authorised card.
- d. We may, without liability, prevent vehicle exit until all fees are paid.
- e. Exiting without valid payment may incur additional fees, payable before vehicle release.
- f. We may retain a vehicle until evidence of payment and ownership is provided.

4. Behaviour and Conduct

a. While in the Car Park, you must:

- i. Comply with all signage, line markings, speed limits and directions given by us or our authorised representatives (including requests to exit or not use the Car Park).
- ii. Not obstruct roadways, access ways, or other vehicles.
- iii. Not park in “No Parking”, “Reserved”, or “Mobility Impaired” areas unless lawfully entitled and displaying a valid permit or authorised by us in writing.
- iv. Use the Car Park only for purposes indicated by signage and markings in the car parks.
- v. Not engage in hawking or canvassing.
- vi. Not use skateboards, scooters, rollerblades or roller skates (or any similar product).
- vii. Not consume, possess or distribute or be under the influence of illicit substances in the Car Park.
- viii. Not smoke or vape in the Car Park.
- ix. Not loiter or engage in unsafe, illegal, or disruptive behaviour.

b. Movement of Vehicles

- a. Vehicles parked illegally, obstructing others, or breaching these Terms may be moved or towed at your risk and expense.
- b. We, or a third party engaged by us, may move your vehicle (including outside the Car Park) for operational or safety reasons.
- c. These conditions continue to apply, and we accept no liability for damage to vehicles moved under these provisions.

6. Surveillance and Security

- a. The Car Park and surrounding areas may be monitored by CCTV, body-worn cameras, or other surveillance equipment for safety and operational purposes.
- b. By entering, you consent to the recording of audio, video, and images of yourself and your vehicle and to us disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent we deem necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.

7. Privacy and Data Collection

- a. We may collect personal information about a person (e.g., name, contact details, vehicle registration) to operate and manage the Car Park in accordance with our Privacy Policy available at <https://constitutionplace.com.au/privacy-policy>.
- b. Information may be used for administration, payment processing, and security management, and disclosed to authorised service providers or as required by law.
- c. The Privacy Policy outlines how:
 - a. personal information is collected, stored, used and disclosed;
 - b. people may request access to, and correction of, their personal information;
 - c. privacy complaints are handled.
- d. You may contact the Privacy Officer at privacy@canberraairport.com.au or +61 2 6275 2222 if you wish to make a complaint about how we have dealt with your personal information.
- e. By providing personal information, you consent to its collection, use, and disclosure as described



8. Liability and Indemnity

- a. You are liable for any loss or damage caused by improper use or unauthorised access by you or your vehicle to persons, property, or the Car Park (including leaks, spills, or collisions). We are not liable for any damage or loss except where caused by our proven negligence.
- b. You agree to indemnify us for all claims, losses, and expenses arising from your use or breach of these conditions.
- c. To the extent permitted by law, we are not liable for:
 - i. Injury or death of any person;
 - ii. Theft, loss, or damage to any vehicle or property; or
 - iii. Indirect, consequential, or economic loss.
- d. You release us from all such claims, except where caused by our proven negligence.

9. Enforcement and Compliance

- a. Failure to comply may result in:
 - i. An infringement notice, Notice Prohibiting Entry, or penalty;
 - ii. Removal or relocation of your vehicle; and/or
 - iii. Suspension or cancellation of parking privileges or access cards.

10. Variations and Validity

- a. We reserve the right to amend these terms from time to time, by written notice to you.
- b. If any provision is unlawful or unenforceable, it will be disregarded without affecting remaining terms.
- c. Each exclusion of liability is subject to applicable law.
- d. These terms are subject to the laws of the ACT, Australia.

11. Definitions

- a. "We", "Us", "Our" means Canberra Airport Holdings Pty Limited ACN 008 608 928, Constitution Place Pty Limited ACN 611 872 041, Capital Estate Developments Pty Limited ACN 137 573 623, and related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) , including their officers, employees, agents, and contractors.
- b. "Car Park" means any Car Park operated by the entities listed above, including entry and exit points, driveways, and pedestrian walkways.
- c. "Vehicle" means any car, truck, motorcycle, bicycle, or other conveyance (including parts, accessories, and contents).
- d. "CCTV" means Closed Circuit Television used for monitoring and recording activities within or near the Car Park.
- e. "You" means any person who enters, uses, or attempts to use the Car Park, whether as a driver, passenger, pedestrian, or otherwise, including but not limited to individuals who enter by vehicle, on foot, or through any form of access, authorised or unauthorised.