



Melbourne Museum Car Park

Terms and Conditions Online Booking

1. Introduction

- 1.1. The Melbourne Museum is owned by Museum Victoria and entry into the car park is at our discretion.
- 1.2. These terms and Conditions apply to Bookings for parking at the Melbourne Museum Car Park.
- 1.3. Please read and understand these Terms and Conditions before completing your Booking. They apply to Bookings for parking at the Melbourne Museum Car Park and will form the basis of our agreement with you once a Booking is made and you receive our email confirmation.
- 1.4. The Conditions of Use displayed at the entry to the Car Park also apply to your use of the Car Park and are incorporated into these Terms and Conditions. In the event of any inconsistency, the Conditions of Use will prevail.
- 1.5. Entry into the Car Park constitutes acceptance of these Terms and Conditions.
- 1.6. We may vary these Terms and Conditions (including the Conditions of Entry) at any time by posting an updated version on our Website and/or updated at the entry to the Car Park.

2. Definitions

- 2.1. **“Authorised Reseller”** means a person or company expressly authorised by us to sell Bookings
- 2.2. **“Booking”** means any online booking made through our Website (or through an authorised reseller) for parking of a Vehicle at the Car Park.
- 2.3. **“Booking Details”** means the details for your Booking as communicated by us and accepted by you in the process of completing your Booking on our Website.
- 2.4. **“Booked Parking Fees”** means the fees payable in relation to your Booking, as specified in your Booking Confirmation. The Booked Parking Fees will include parking fees, booking fees and credit card fees as determined by Museum Victoria or Authorised Reseller, only if applicable and only when specified.
- 2.5. **“Booking Period”** means the period covered by your Booking, as specified in your Booking Details.
- 2.6. **“Online Booking Service”** means the facility we provide on the Website to make a Booking
- 2.7. **“Car Park”** means the parking spaces controlled by us at Melbourne Museum and “Car Park” shall be interpreted accordingly.
- 2.8. **“Booking Confirmation”** means the details of your Booking confirmation sheet emailed to you or available at the time of booking on our Website

- 2.9. **“Claim”** includes any loss, damage, injury, liability, action, claim, cost, charge, proceeding, expense or demand.
- 2.10. **“Parking Rates Board”** means our board or notice at the entrance to the Car Park area displaying the standard charges to be paid for parking.
- 2.11. **“Vehicle”** means any vehicle parked (or to be parked) in the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
- 2.12. **“We, us, our”** means Museum Victoria.
- 2.13. **“You, your”** means you, the person making the Booking, and (if applicable) any other person who uses the Car Park for the parking of a vehicle via that Booking.
- 2.14. **“Website”** means our website museumsvictoria.com.au with its home page, our parking page, parking booking engine and other parking information pages.

3. Online Booking Service

- 3.1. While we make the best efforts to provide this service to you continually, we do not guarantee that our online booking service will be available at all times, or that we can provide access to the our Car Park at all times. Availability of the Car Park is subject to our technical, logistical, operational and security requirements.
- 3.2. If in the unusual event we are unable to accommodate you in our Car Park at the date your Booking begins we will provide you with a full refund. To obtain your refund, please provide us with a written request, together with proof of booking and payment and send to Manager Parking Services, Museum Victoria, PO Box 666, Melbourne VIC 3001.
- 3.3. The refund of your Booked Parking Fees will be the full extent of our liability to you.
- 3.4. You agree that you will not attempt to transfer or resell any Booking, either on its own or bundled with other products and services.
- 3.5. We reserve the right to limit the number of Bookings for the Car Park as specified from time to time on our Website.
- 3.6. Bookings are only valid when you receive a Booking Confirmation via email. We recommend you print out and retain your Booking Confirmation.
- 3.7. We cannot accept bookings specifically for disabled spaces. Our Car Park has ample spaces for use by holders of a disability parking permit.
- 3.8. You are responsible for ensuring that your vehicle complies with size and height restrictions of the Car Park. You are not entitled to a refund if your Vehicle exceeds the size limits we impose from time to time.

4. Fees

- 4.1. The Booked Parking Fees that you must pay to complete your Booking are displayed on our Website and confirmed in your Booking Confirmation.
- 4.2. You can only pay the Booked Parking Fees by credit card using our Online Booking Service. By entering your credit card details into the Online Booking Service, you authorise us to debit your account with the full amount of the Booking Parking Fees.

- 4.3. If your credit card payment is declined, your Booking will not be processed or valid for use.
- 4.4. The Standard Parking Fees are displayed at the Car Park entry and may be varied from time to time at our discretion. The Standard Parking Fees may not be the same as the Booked Parking Fees.
- 4.5. If you do not use the same credit card used to make your Booking to enter and exit the Car Park, you must pay the applicable Standard Parking Fees and then apply for a partial refund (if any) under clause 7.1 or 7.4.
- 4.6. If you use the Car Park for longer than the Parking Period, you must pay the Standard Parking Fees for the period that exceeds the Parking Period, in addition to the Booked Parking Fees.

5. Availability of the Car Park

- 5.1. We do not guarantee access to the Car Park at all times
- 5.2. If we cannot provide access to the Car Park at the date of your Booking :
 - 5.2.1. We will provide you with a full refund in accordance with clause 7.1 if you made your Booking using our Online Booking Service ; or
 - 5.2.2. You must seek a refund in accordance with clause 7.4 if you made your Booking through an Authorised Reseller or other third party.
- 5.3. We reserve the right to limit the number of Bookings in the Car Park as specified from time to time on our Website or in the Conditions of Use.

6. Cancelling or Changing a Booking

- 6.1. If you made your Booking using our Online Booking Service, you may cancel or change your Booking for any reason up to 1 hour before the start of the Parking Period by :
 - 6.1.1. Logging onto to your Online Booking Service account.
 - 6.1.2. Emailing us at parkingservices@museum.vic.gov.au and providing your full name, address, Booking Confirmation number and the details of your request to only cancel your booking
 - 6.1.3. Calling us on (03) 9270 5061, however in this event please note that our Customer Service Operator is only on duty between 10.00am and 6.00pm Monday to Friday and may not be available at all times to take your call.
- 6.2. If you purchased your Booking through an Authorised Reseller or other third party. You must cancel or change your Booking through the Authorised Reseller or other third party. You may cancel or change your Booking for any reason up to 24 hours before the start of the Parking Period, subject to the requirements of the Authorised Reseller or other third party.
- 6.3. You must pay the Booked Parking Fees in full if you do not cancel or change your Booking earlier than 1 hour before the start of the Parking Period.
- 6.4. You must pay the Booked Parking Fees in full even if you leave the Car Park before the end of the Parking Period or do not use your Booking at all.
- 6.5. Bookings can be made up to 4 hours prior to your entry time.

7. Refunds

- 7.1. You are only entitled to a refund of the Booked Parking Fee, or part of the Booked Parking Fee, from us if you :
- 7.1.1. Made you Booking using our Online Booking Service ; and 7.1.2. Paid for your Booking using your own credit card ; and
 - 7.1.3. Either :
 - 7.1.3.1. effectively cancel your Booking at least 1 hour before the start of the Parking Period ; or
 - 7.1.3.2. Clause 4.5 applies, in which case the amount of your refund is limited to the difference between the Standard Parking Fees and the Booked Parking Fees (if any) ; or
 - 7.1.3.3. Clause 5.2.1 applies
- 7.2. To obtain a refund under clause 7.1 you must provide us with a written request explaining the circumstances together with a copy of your Booking Confirmation (or other appropriate proof of your Booking and payment) and send it to the address in clause 15.
- 7.3. If you made your Booking using our Online Booking Service and either clause 5.2.1. or 5.2.2 applies, our liability is limited to the refund of the Booked Parking Fee or the part of the Booked Parking Fee to which you are entitled.
- 7.4. If you :
- 7.4.1. made you Booking through an Authorised Reseller or other third party ; and 7.4.2. paid for your Booking using your credit card or a third party credit card : and
 - 7.4.3. either :
 - 7.4.3.1. effectively cancel your Booking at least 24 hours before the start of the Parking Period ; or
 - 7.4.3.2. clause 4.5 applies, in which case the amount of your refund is limited to the difference between the Standard Parking Fees and the Booked Parking Fees if any) ; or
 - 7.4.3.3. clause 5.2.1. applies
 - 7.4.4. You must seek the refund of the Booked Parking Fee, or part of the Booked Parking Fee, from the Authorised Reseller or other third party. You are not entitled to a refund from us if you made your Booking through an Authorised Reseller or other third party and/or did not use your own credit card to pay for your Booking.

8. Bookings are Non –Transferrable

- 8.1. The Booking is non-transferable and must not be transferred or offered for resale, either on its own or together with other products or services, except by an Authorised Reseller.

9. At the Car Park

- 9.1. To enter and exit the Car Park, you must insert the same credit card used to make your Booking at the boom gate at the entry or exit of the Car Park.
- 9.2. If you cannot comply with clause 9.1 (for example, if the credit card used to make your Booking has been lost or stolen) you must contact us at the details provided in clause 15.
- 9.3. We may at any time without notice and at our discretion revoke our authority for you to enter and use the Car Park.
- 9.4. You must comply with all lawful directions and request made by us or our employees, subcontractors or agents in connection with entry to and use of the Car Park, including (without limitation) parking only in marked spaces.
- 9.5. You must not do anything in the Car Park that may constitute a nuisance, annoyance or danger to any person or property or to any part of the Car Park, Melbourne Museum or Royal Exhibition Building.

- 9.6. You must ensure that your vehicle complies with the size and height restrictions at the Car Park. You are not entitled to any refund if your vehicle exceeds the size, weight or height limits we impose from time to time such that you cannot use your Booking.
- 9.7. Unregistered and/or abandoned vehicles left in the Car Park will be reported to the Victoria Police and may be moved and/or removed from the Car Park and/or subsequently disposed of.

10. Liability and Indemnity

- 10.1. you, your vehicle and its occupants enter and use the Car Park entirely at your risk and we will not be liable for any loss, damage or injury to you or any person or property however caused.
- 10.2. We will not be liable to you if you miss an exhibition, event or IMAX presentation for any reason, including unexpected delays, traffic congestion at our near the Melbourne Museum, unavailability of Car Park space, accidents, road works, or delays. It is your responsibility to allow sufficient time to accommodate any delay.
- 10.3. You waive any rights you may have and agree not to make a Claim of any kind against us in relation to loss, damage or injury which may have been sustained by you in relation to the act or omission of any third party. We are not liable for theft of your vehicle or any property from your vehicle or damage to your vehicle by third parties, including through a collision between vehicles.
- 10.4. You are liable to us for any Claim suffered by us, our employees, subcontractors or agents in connection with any death, personal injury or damage to property directly or indirectly caused or contributed to by :
 - 10.4.1. The unsafe or illegal operation of a vehicle :
 - 10.4.2. The non-compliance of these terms and Conditions :
 - 10.4.3. Negligence or misconduct : and/or

- 10.4.4. Any wilful, intentional or malicious act, by you or any person authorised by you to operate your vehicle in the Car park, except to the extent that any negligent act or omission by us, our employees, subcontractors or agents contributed to the Claim.
- 10.5. You indemnify us and our employees, subcontractors and agents from and against any Claim against us and/or our employees, subcontractors and agents in respect of :
- 10.5.1. Any loss, damage or injury directly or indirectly sustained by us or by any other person that is caused or contributed to by you or any person authorised by you to operate your vehicle in the Car park :
- 10.5.2. The observance or non-observance (as the case may be) of any of your obligations under these Terms and Conditions ; and
- 10.5.3. Defending or settling any such Claim, provide that you will be entitled to have the handling and control of any such Claim as may be the subject of the indemnity created by this clause 10.
- 10.6. The indemnity in clause 10.4 :
- 10.6.1. Is a continuing obligation and is not necessary for us to incur or make payment before enforcing a right of indemnity conferred by these Terms and Conditions : and
- 10.6.2. Does not cover any Claim caused or contributed to by our negligent act, omission or default or that of any of our employees, subcontractors or agents.
- 10.7. To the extent the law permits, in the case of any guarantees, warranties or conditions implied into these Terms and Conditions by the Australian Competition and Consumer Act 2010 (or similar state legislation), we limit our liability to :
- 10.7.1. Providing the services to you again ;
- 10.7.2. The payment of the cost of having services supplied ; or
- 10.7.3. A refund of some or all of the Booked Parking Fees or Stand Parking Fees, whichever was paid by you.

11. Privacy

- 11.1. In order to process your Booking, we will need to collect and store certain information about you including, without limitation, your name, email address, and credit card information. Such information will be collected and retained for the purpose of enabling you to utilise our Online Booking Service and to identify you when you enter and exit the Car Park.
- 11.2. All information is collected and stored in accordance with the provisions of the Privacy Act 2000 (VIC) and our Privacy Policy. Please refer to this policy for details of how to access and/or correct such information.

12. Governing Law

- 12.1. These Terms and Conditions and your Booking are subject to the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria situated at Melbourne.

13. Interpretation

- 13.1. In these Terms and Conditions unless the contrary intention appears :
- 13.1.1. A reference to the terms and Conditions or another instrument includes any variation or replacement of any of them ;
 - 13.1.2. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them ;
 - 13.1.3. The singular includes plural and vice versa :
 - 13.1.4. The word “person” includes a firm, a body corporate, an unincorporated association or an authority ;
 - 13.1.5. Unless specifically stated otherwise, a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns ;
 - 13.1.6. A reference to an accounting term is to be interpreted in accordance with accounting standards under generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time ;
 - 13.1.7. A reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two
 - 13.1.8. Headings are not binding and are inserted for convenience and reference only.

14. Comments and Complaints

- 14.1. Any comments relating to the Booking or our Online Booking Service should be made in writing and sent to the postal or email address specified in clause 15.
- 14.2. We will endeavour to answer your complaint within 5 business days, however, we do not guarantee that we will do so.
- 14.3. If you wish to make a comment or complaint that is related to an accident or other incident which causes loss, damage or injury, please do so as quickly as possible after the incident.

15. Our Contact Details

Address: Manager Parking Services
Museum Victoria
PO Box 666
Melbourne VIC 3001
Phone : (03) 9270 5061
Email : parkingservices@museum.vic.gov.au