

CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED - VALET PARKING TERMS AND CONDITIONS

By using CIAL's valet parking service, You agree to these Terms and Conditions.

1. DEFINITIONS

- 1.1. **Additional Parking Fee** means the additional charges payable where a Vehicle is delivered before, remains beyond, or otherwise occupies the Service outside the Booked Parking Period, or, where no Pre Booking has been made, beyond the agreed collection time or otherwise beyond the period reasonably permitted by CIAL for use of the Service, as determined by CIAL's published pricing.
- 1.2. **Pre Booking** means a booking made through a Booking Platform prior to the Vehicle entering the valet parking area.
- 1.3. **Booking Platform** means the Air New Zealand online booking platform.
- 1.4. **Booked Parking Period** means the period commencing at the booked drop-off time and ending at the booked collection time.
- 1.5. **CIAL** means Christchurch International Airport Limited and includes its employees, contractors, agents and service providers.
- 1.6. **Operating Hours** means the hours during which the Service is available to customers, being between 4.30 am and 10.30 pm, or such other hours as notified by CIAL from time to time.
- 1.7. **Service** means the valet parking service provided by CIAL.
- 1.8. **Vehicle** means any motor vehicle and all equipment, accessories and contents within or attached to it.
- 1.9. **You** means any person who makes a booking for, uses or collects a Vehicle from the Service, and includes the owner of the Vehicle and any person acting on behalf of either of them.

2. APPLICATION OF THESE TERMS

- 2.1. These Terms and Conditions apply from the time the Vehicle enters the area designated by CIAL for the purpose of using the Service, whether or not the Vehicle is subsequently accepted by CIAL for valet parking, and continue until the Vehicle is released by CIAL in accordance with these Terms and Conditions.
- 2.2. Where a Pre Booking is made, these Terms and Conditions apply to that Pre Booking and are accepted as part of the booking process through the Booking Platform. If no Pre Booking is made, You accept these Terms and Conditions by entering the valet parking area or otherwise using the Service.
- 2.3. The person making a Pre Booking or presenting a Vehicle for the Service:
 - a) accepts these Terms and Conditions on behalf of the owner of the Vehicle and any person collecting the Vehicle; and
 - b) warrants that they have authority to do so.
- 2.4. By using the Service, You:
 - a) agree to pay all charges notified via the Booking Platform or made available by CIAL in connection with the Service, including any applicable Additional Parking Fee; and
 - b) agree to comply with all lawful directions given by CIAL.

3. VEHICLE REQUIREMENTS

- 3.1. To use the Service, You must check in with CIAL's valet staff and provide CIAL with possession of the Vehicle keys (or any other means reasonably required to access and move the Vehicle). CIAL is under no obligation to provide the Service unless You have done so.
- 3.2. If You leave a Vehicle in the valet area without checking in with CIAL's valet staff or without providing CIAL with the Vehicle keys, CIAL may, without limitation:
 - a) require You to remove the Vehicle;
 - b) move, relocate or tow the Vehicle in accordance with clause 4.1;
 - c) charge the applicable parking charges for the period the Vehicle occupies the valet area; and
 - d) recover from You any reasonable costs incurred by CIAL as a result, including towing, relocation and storage costs.
- 3.3. You warrant that the Vehicle is safe, roadworthy and suitable for the Service, is registered and licensed as required by law, has a current warrant of fitness and will continue to meet those requirements for the duration of its use of the Service. You must notify CIAL before handover of any matter that may affect its safe operation, movement or storage, including any defect, warning light, immobiliser, operating requirement or insufficient fuel or battery charge.

4. VEHICLE MOVEMENT, STORAGE AND RELEASE

- 4.1. You authorise CIAL to drive, move, tow, relocate, park, store, jump-start, charge or otherwise provide power to the Vehicle, and otherwise deal with the Vehicle, at any location CIAL reasonably considers appropriate for the provision of the Service or for operational, safety, security or other reasonable purposes. CIAL may take any of those actions where it reasonably considers them necessary to move, store or release the Vehicle. Vehicles may be stored outdoors in uncovered areas.

- 4.2. Where CIAL exercises its rights under clause 4.1 because of the condition of the Vehicle or a breach of these Terms and Conditions by You, You must reimburse CIAL for its reasonable costs.
- 4.3. Upon drop-off of the Vehicle, You may be provided with a QR code for collection. If provided with such a code, You are responsible for keeping it secure and must notify CIAL as soon as reasonably practicable if such QR code is lost, disclosed or otherwise compromised. CIAL may release the Vehicle to a person who presents that QR code and completes any other verification CIAL reasonably requires.
- 4.4. CIAL's responsibility for the Vehicle ends when the Vehicle, or the means of accessing it, is made available to a person in accordance with clause 4.3.
- 4.5. CIAL is under no obligation to make a Vehicle available for collection outside the Operating Hours. If CIAL agrees to facilitate collection outside the Operating Hours, CIAL may:
 - a) place the Vehicle keys in a secure lock box or other secure collection facility;
 - b) send the lock box access code and collection instructions by SMS to the mobile telephone number provided with the booking, or by another communication method determined by CIAL; and
 - c) notify You of any outstanding charges, which remain payable notwithstanding the release of the Vehicle.

5. CHARGES AND RECOVERY

- 5.1. You must pay all charges applicable to Your use of the Service.
- 5.2. For Pre Bookings, charges for the Booked Parking Period are payable through the Booking Platform.
- 5.3. For all other bookings, charges for the Service are payable directly to CIAL when You deliver Your Vehicle to CIAL for the Service, unless otherwise agreed by CIAL.
- 5.4. If Your Vehicle uses the Service outside the Booked Parking Period or, where You do not have a Pre Booking, beyond the agreed collection time, You must pay CIAL the applicable Additional Parking Fee when You collect Your Vehicle.
- 5.5. You are liable for all costs incurred by CIAL in recovering any outstanding amount, including debt collection costs, legal costs and enforcement expenses.
- 5.6. If a Vehicle is not collected within a reasonable period after the end of the Booked Parking Period or, where no Pre Booking has been made, after the agreed collection time, CIAL may continue to charge parking fees and take such steps as are reasonably necessary to store or deal with the Vehicle, at Your cost, to the extent permitted by law, including taking any of the steps set out at clause 3.2.

6. BOOKINGS, CANCELLATIONS AND AMENDMENTS

- 6.1. Pre Bookings may be amended or cancelled through the Booking Platform, subject to the Booking Platform's terms and conditions.
- 6.2. For all other bookings, You must contact CIAL to amend or cancel Your booking. For all bookings, including Pre Bookings, once You have checked into the Service, any change to Your expected collection date or time must be notified directly to CIAL at valetpark@christchurchairport.co.nz and within business operating hours. Changes to Your collection time must be notified at least four hours before the agreed collection time.
- 6.3. If You provide less than four hours' notice of an earlier collection time, CIAL will use reasonable endeavours to make the Vehicle available at the requested time but does not guarantee that it will be available at that time.

7. VEHICLE RISK AND LIABILITY

- 7.1. You must remove all valuables from the Vehicle and must not leave any dangerous goods, hazardous substances or other prohibited property in the Vehicle.
- 7.2. Property left in or on the Vehicle remains at Your risk. The Service is a parking and vehicle handling service only and CIAL does not assume the obligations of an insurer of the Vehicle or its contents.
- 7.3. You should inspect the Vehicle immediately upon collection and notify CIAL of any apparent loss or damage before leaving the valet area. Failure to do so may affect CIAL's ability to investigate or determine the cause of any claim.
- 7.4. You have rights as a consumer under the Consumer Guarantees Act 1993 (CGA) that cannot be excluded (unless you acquire the Service in trade), including that the Service will be provided with reasonable care and skill. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under New Zealand law.

7.5. Subject to clause 7.6, and to any rights, remedies or liabilities that cannot be excluded or limited by law, to the fullest extent permitted by law:

- a) all warranties, guarantees, conditions and representations`, whether express or implied by statute, common law, trade usage or otherwise, are excluded;
- b) CIAL is not liable for any losses, costs or expenses You may suffer in connection with the Service (including damage to Your Vehicle or its contents) except to the extent such loss, cost or expense is directly caused by CIAL's failure to comply with a guarantee under the CGA;
- c) if CIAL has any liability to You, CIAL's liability under these Terms and Conditions or in connection with the Service is limited to the charges paid by You for the Service, except to the extent that liability arises from CIAL's failure to comply with a guarantee under the CGA; and
- d) CIAL is not liable for any indirect or consequential loss, including missed flights, missed connections, travel delays or accommodation costs, except to the extent such loss is recoverable by You under the CGA as loss that was reasonably foreseeable as liable to result from a failure by CIAL to comply with a guarantee under the CGA.

7.6. Where You acquire the Service in trade, clause 7.5 applies without the qualifications in that clause in respect of the CGA, and the CGA does not apply to the supply of the Service.

8. CUSTOMER LIABILITY AND INDEMNITY

8.1. You are liable for all loss, damage, costs and expenses suffered or incurred by CIAL arising from:

- a) any defect in the Vehicle;
- b) leakage of fuel, oil, coolant, battery acid or any other substance from the Vehicle;
- c) dangerous goods or prohibited items contained in the Vehicle;
- d) any breach of these Terms and Conditions;
- e) any inaccuracy in the warranties given by You;
- f) the Vehicle not containing sufficient fuel or battery charge, or CIAL reasonably needing to jump-start, charge or otherwise provide power to the Vehicle in order to move, store or release it, including any loss or damage arising from or in connection with doing so, except to the extent CIAL is liable for that loss or damage under clause 7;
- g) the reasonable costs incurred by CIAL in exercising its rights under clause 4.2;
- h) any act or omission of You or any person authorised by You; or
- i) any loss of or damage to any other vehicle, the valet parking area or any other CIAL property, or person, arising from the condition of the Vehicle or any act or omission by You or any person authorised by You.

8.2. You indemnify CIAL against all claims, liabilities, losses, damages, costs and expenses (including legal costs on a solicitor-client basis) arising out of or in connection with any matter described in clause 8.1, including any claim made by a third party, except to the extent the claim is directly caused by the negligence or wilful misconduct of CIAL.

9. PRIVACY

9.1. CIAL may collect personal information about You directly from You or indirectly from third parties, including from Air New Zealand where You make a Pre Booking through the Air New Zealand Booking Platform. CIAL may receive Your personal information from Air New Zealand through the Booking Platform for the purposes of providing and administering the Service.

9.2. CIAL may collect and use Your contact, booking, flight and Vehicle information, and CCTV, licence plate recognition and Vehicle images, to provide and administer the Service, communicate with You, verify identity, manage safety and security, investigate incidents and disputes, recover amounts owing, and comply with legal obligations.

9.3. CIAL may disclose Your personal information to its contractors, service providers, insurers, professional advisers, regulatory authorities and law enforcement agencies where reasonably required for those purposes or otherwise permitted by law.

9.4. CIAL will handle Your personal information in accordance with the Privacy Act 2020 and CIAL's Privacy Policy available at <https://www.christchurchairport.co.nz/terms-and-conditions/>.

10. SERVICE CHANGES AND TERMINATION

10.1. CIAL does not guarantee the availability of the Service and may refuse, suspend, cancel or terminate the Service (and/or require the immediate removal of a Vehicle from the Service) in respect of any booking, including a Pre Booking, where it reasonably considers it necessary for operational, safety, security, legal or other reasonable purposes.

11. GENERAL

11.1. These Terms and Conditions are governed by New Zealand law.

11.2. CIAL may change its valet parking charges from time to time. Any revised charges will apply to bookings made after the revised charges are published or otherwise communicated.

11.3. CIAL may amend these Terms and Conditions from time to time. The version of these Terms and Conditions accepted by You when You make a Pre Booking or, for all other bookings, in effect when the Vehicle enters the area designated by CIAL for the purpose of using the Service, apply.

11.4. CIAL is not liable for any loss, damage, delay, interruption or inability to provide the Service arising from security requirements, emergencies, weather events, aircraft operations, regulatory directions, acts, defaults, omissions or representations of third parties, or other matters beyond CIAL's reasonable control, except to the extent CIAL has failed to use reasonable care and skill.