



## **Terms and Conditions of Parking at Hawke's Bay Airport**

Thank you for using Hawke's Bay Airport's Car Park. The Airport prides itself on the facilities it provides, and looks forward to sharing them with you.

To ensure everyone's enjoyment there are some rules that need to be followed when parking your vehicle in the Car Park. Thank you for your cooperation.

### **1 GENERAL CONDITIONS**

Any time that you enter the Car Park you do so on the following conditions:

- a you must comply with all rules and conditions of parking displayed at the Car Park from time to time and comply with all reasonable directions and requests made by the Airport;
- b you must comply with all applicable laws (including but not limited to the Hawke's Bay Airport Bylaws 2009), regulations, orders and notifications in force relating to driving including any applicable road rules; and
- c the Airport may refuse you entry to the Car Park without any obligation to provide reasons for that refusal. You may be requested to leave the Car Park if you are in breach of any of these terms and conditions, or if you are, for any reason, disturbing, causing discomfort or threatening the safety or security of another Customer, Vehicle or the Airport.

### **2 PERMITTED USE**

- 2.1 You must only use the Car Park for personal use and must not use the Car Park for commercial purposes without the Airport's prior written consent.
- 2.2 You may not park in designated "No Parking" areas without the consent of the Airport.
- 2.3 You may not park in spaces designated for persons with limited mobility without the consent of the Airport and/or without displaying a mobility permit issued by a relevant authority.
- 2.4 You must not obstruct any accessway or other Vehicle or person in the Car Park.
- 2.5 You may park only one Vehicle within a single bay.
- 2.6 The Car Park hours of use may be varied by the Airport from time to time at the Airport's absolute discretion and a notice advising the hours of use will be prominently displayed at the entrance to the Car Park. No claim may be made against the Airport regarding any variation to the hours of use.
- 2.7 You may only park a Vehicle in the Car Park for a period of 2 months before the Vehicle must exit the Car Park.

### **3 SECURITY**

While the Airport endeavours to take all reasonable care to ensure the safety of Vehicles parked in the Car Park through the use of lighting and CCTV, the Airport does not guarantee and provides no warranty in respect of the security of your Vehicle (or its contents) while parked within the Car Park. Airport employees are not authorised to accept any of your possessions for safe custody.

### **4 PAYMENT**

- 4.1 A parking fee is payable each time your Vehicle enters the Car Park. Prior to departing the Car Park, you agree to pay the parking fee as set by the Airport from time to time. The relevant parking fee is displayed at entrances to the Car Park and on the Airport's website.
- 4.2 Payments accepted by the Airport for use of the Car Park are non-refundable.
- 4.3 If the Car Parking ticket issued to you upon entry into the Car Park is lost, stolen or damaged you will notify the Airport of such loss immediately and will be required to pay a fee as specified by the Airport.
- 4.4 The Airport may retain your Vehicle until provided with the correct payment for use of the Car Park.
- 4.5 The Airport accepted no liability for any loss or damage to you or your Vehicle as a result of retaining your Vehicle in accordance with these terms and conditions.

### **5 RESPONSIBILITY**

- 5.1 The Airport is not liable to you or any other person for:
  - a personal injury to you or any Customer or any other person while in the Car Park; and/or
  - b damage to, destruction to, or theft of any Vehicle or its contents however caused, including damage, destruction or theft caused by any other person, Vehicle or baggage trolley, while the Vehicle is parked in the Car Park; and/or
  - c loss caused by your negligence, your breach of these terms and conditions, or your failure to comply with any applicable laws, regulations, orders or requirements.
- 5.2 You must not drop any rubbish or debris or allow your Vehicle to emit any substance onto the Car Park. You will be liable and must pay for any damage or cleaning that may be required to the Car Park that you have caused.
- 5.3 You will be liable and must pay for any damage to another Customer's Vehicle caused by you or your Vehicle.
- 5.4 Nothing contained in these terms or conditions limits or restricts any of your statutory rights and remedies.

### **6 REMOVAL OF VEHICLE**

- 6.1 You acknowledge that the Airport may need to cancel parking services or remove any Vehicle due to industrial action, limited availability of parking spaces, technical problems, an emergency event or any other event beyond the reasonable control of the Airport. In no

circumstances will the Airport be liable for any loss which you may incur as a result of any such occurrence or event and such removal.

- 6.2 If you breach any of these terms and conditions, if any Vehicle is parked illegally, or if (in the Airport's reasonable opinion) any Vehicle remains in the Car Park beyond its permitted time (including if the Vehicle appears to have been abandoned), the Airport may, at your cost, take any action it considers necessary including and without limitation ticketing the Vehicle, clamping of the Vehicle or removal of the Vehicle and storage at a different location.

## **7 CHANGES TO TERMS**

The Airport is entitled to amend these terms and conditions at any time by posting an updated version to our website.

## **8 COLLECTION OF PERSONAL INFORMATION**

- 8.1 The Airport collects your personal information when you enter and use the Car Park, including CCTV footage of you, credit card or payment details (if any) and may collect your Vehicle licence plate. The Airport also retains any communications between you and the Airport and transactional information including feedback from you on the Car Park.
- 8.2 The Airport will use this information for the following purposes:
- a administering the Car Park's ticketing system including verifying time of entry and exit of your Vehicle to the Car Park;
  - b restricting future entry to the Car Park if your Vehicle is involved in any activity which breaches these terms and conditions or causes the Airport damage;
  - c credit management (including credit checks) and debt collections; and
  - d security monitoring of the Car Park.
- 8.3 You have rights of access to, and correction of, the personal information held by the Airport. You can contact the Airport on 06 834 0742.

## **9 WAIVER**

If the Airport fails to act or pursue any right or remedy available pursuant to these terms and conditions, this will not in any way prejudice the Airport's right to exercise that or any other right or remedy.

## **10 DEFINITIONS AND INTERPRETATION**

For the purpose of this Agreement, unless the context otherwise requires, the following definitions will apply:

"Airport" means Hawke's Bay Airport Limited, its employees and agents.

"Car Park" means the carpark located at Hawke's Bay Airport and includes all bays, buildings or structures on the car park and surrounding driveways and fences.

"claim" includes any claim for damages, loss, compensation, demand, remedy, liability or action.

“CCTV” means closed circuit television.

“costs” includes any fees, charges or costs incurred, including, but not limited to, costs on a solicitor/client basis and debt collection agency costs.

“Customer(s)” means any person(s) using the Car Park.

“damage” includes direct, indirect, consequential and special damages.

“loss” means any loss, damage, cost or expense, including indirect or consequential loss, loss of profit or loss of opportunity.

“Vehicle” means any vehicle in the ordinary sense of the word driven into the Car Park and includes a station wagon, van, ute or four wheel drive vehicle.

“you” or “your” means the person using or entering the Car Park in accordance with these terms and conditions.