

### TERMS AND CONDITIONS FOR ONLINE BOOKING OF CAR PARKS

#### 1. Introduction

- 1.1 These are the terms and conditions upon which we accept bookings online or to park at our Car Parks. It is important that you read them and understand them before completing your Booking.
- 1.2 These Booking and Payment Terms incorporate the Standard Conditions of Parking displayed at the entrance to each Car Park area. When you enter a Car Park area in order to take up a Booking, it will be taken that you have read and accepted those Standard Conditions of Parking, so please read them carefully.
- 1.3 We can change any part of these Booking and Payment Terms at any time, by posting an updated version to our Website. This will not affect any Bookings made before the update is posted to our Website, but it is your responsibility to ensure that you are familiar with the latest version of these Booking and Payment Terms at the time you make a Booking.
- 1.4 When reading these Booking and Payment Terms the following words or phrases have the following meanings:
  - "Airport" means Christchurch International Airport Limited.
  - "Booking" means any online booking made through our Website for the parking of a Vehicle at a Car Park.
  - "Booking and Payment Terms" means these booking and payment terms.
  - "Booking Details" means the details of your Booking as communicated by us and accepted by you in the process of completing your Booking on our Website.
  - "Booking Fee" means the fees payable in relation to your Booking, as specified in your Booking Details.
  - "Booking Period" means the period covered by your Booking, as specified in your Booking Details.
  - "Car Parks" means the car parking spaces controlled by us at Christchurch Airport, and "Car Park" shall be interpreted accordingly.
  - "Standard Conditions of Parking" means the terms and conditions displayed at the entrance to each Car Park area.
  - "Tariff Board" means any board or notice at the entrance to a Car Park area displaying the standard charges to be paid for parking.
  - "Terminal" means the domestic and international passenger terminal building at the Airport.



- "Vehicle" means any vehicle parked (or to be parked) in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
- "We, us, our" means Christchurch International Airport Limited.
- "Website" means our website with its home page or parking home page.
- "You, your" means you, the person making a Booking, and (if applicable) any other person who uses a Car Park for the parking of a Vehicle via that Booking.
- 1.5 The headings are for information only and do not affect the interpretation of these Booking and Payment Terms.
- 1.6 These Booking and Payment Terms and any Booking resulting from them are subject to New Zealand law.

# 2. The Agreement between you and us

- 2.1 These Booking and Payment Terms apply to your Booking.
- 2.2 We intend relying on the Booking and Payment Terms. If there is anything you do not understand or do not agree with please discuss this with us before you make your Booking.
- 2.3 Our employees or authorised agents are not permitted to make any representations or agreements unless these are confirmed in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.
- 2.4 Nothing in these Booking and Payment Terms or the Conditions of Parking affects your statutory rights.
- 2.5 If you book online a binding agreement will exist between you and us when (and only when) you have submitted a completed booking form to us via our Website and we have sent our email acknowledgement to you.

# 3. Our Booking Service

- 3.1 These Booking and Payment Terms set out the terms of our service allowing you to book Car Parks via our Website. We do not guarantee that this service will be available at all times, or provide access to all our Car Parks.
- 3.2 You agree that you will not attempt to resell any Booking, either on its own or bundled with other products or services. We also reserve the right to limit the number of Bookings per person, which we may specify from time to time on our Website.

# 4. Booking Disabled Spaces

4.1 Our Car Parks include accessible spaces for use by mobility card holders, but unfortunately we cannot accept bookings specifically for disabled spaces. If you have any particular



requirements, please contact a member of staff on arrival or beforehand. There is a help button and assistance contact number at the entrance to every Car Park area.

# 5. Cancelling a Booking

- 5.1 You may cancel your Booking, for any reason, at any time up to 24 hours before the start of the Booking Period.
- 5.2 You can cancel through our Website by clicking on "Manage My Booking" and selecting the relevant options. You can also cancel by using the contact details listed below.
- 5.3 You will be charged in full for your Booking if you have not cancelled it earlier than 24 hours before the start of the Booking Period.

# 6. Prices and How to Pay

- 6.1 The Booking Fee that you are quoted includes GST and is fixed when you make your Booking. Pricing may vary depending on time of booking and availability.
- 6.2 The Booking Fee quoted is for the Booking Period selected by you. If you leave after your booking period even if you are still within a 24 hour "block". (e.g. If you book for a Booking Period of 26 hours and overstay by 3 hours you will still be charged the additional 3 hours as per the Tariff Board.
- 6.3 You can pay for your Booking by using any of the credit or debit cards that we accept. Details are shown on our Website. The final Booking Fee may include a fee for the use of credit or debit cards, and the fee may vary according to which card you use. We do not accept payment by cash or cheque.
- 6.4 When you give us your credit or debit card and complete your Booking you are authorising us to charge your credit card with the amount of the Booking Fee.

### 7. Booking period

7.1 No refund will be made if your stay is shorter than the Booking Period. If you arrive early or leave late so your Vehicle is parked in a Car Park for any time outside the Booking Period, you will be charged for that time at the rate specified on the Tariff Board and applicable to the Car Park in which you have parked. This will be the case even if your total stay is no longer than the Booking Period. Please note that the Tariff Board rate is not necessarily the same rate as your Booking Fee.

#### 8. What to do on Arrival

8.1 We do not issue tickets for online bookings. When you arrive at selected Car Parks the barrier will automatically open, if the barrier does not open you will need to insert at the barrier the same credit or debit card that you used to pay for your Booking. You must do exactly the same when you leave. Please contact us (our contact details are below) if this is not possible (for example because the credit or debit card that you used to make the booking has been stolen in the meantime).



- 8.2 If you enter the Car Park using a different credit or debit card to the one used to make your Booking you will incur an additional charge at the Tariff Board rate upon exit.
- 8.3 Please ensure you follow the instructions on your Booking confirmation carefully. Your Booking is valid only for the type of Car Park specified in your Booking Details. Use of a different type of Car Park may incur standard charges as displayed at the Tariff Board rate upon exit (and you will not be entitled to any refund or reduction of your Booking Fee).
- 8.4 You may not enter the Car Park more than one (1) hour earlier than the start of any Booking Period. If you do so you may incur standard charges as are displayed at the Tariff Board rate upon exit.
- 8.5 If you enter the Car Park using a different credit or debit card from that specified in the Booking we may give a refund, but whether we do so, and in what amount, is entirely at our discretion.

### 9. Vehicles Permitted in our Car Parks

9.1 We only accept Bookings for cars and light vans. You are not entitled to a refund if your Vehicle exceeds the size limits we impose from time to time. Please contact us (our contact details are below) if you wish to check whether your Vehicle will be accepted.

### 10. Our Responsibility to You

- 10.1 In some circumstances we may not be able to accommodate you in the type of Car Park specified in your Booking Details. If this happens we will direct you to an alternative Car Park.
- 10.2 On rare occasions we may not be able to accommodate you at all at the time your Booking Period begins. If this happens, we will try to let you know as soon as possible. We may be able to make alternative arrangements for you, and if we do so, this will be at our cost. In any case, to compensate you for any inconvenience we will also give you a full refund of your Booking Fee, but that will be the full extent of our liability to you.
- 10.3 If for any reason we are liable to you under or in connection with these Booking and Payment Terms, then to the extent permitted by law, our total liability to you will be limited to a refund of some or all of the fees paid by you. You should also read the following conditions for further examples of circumstances in which we will have no liability to you.

# 11. Your Responsibility for Check in Time

- 11.1 It is your responsibility to ensure that you leave enough time to get from your Vehicle to check-in within the time limits required by your airline. We give no guarantee as to the availability or frequency of transport between Car Parks and the Terminal.
- 11.2 To the extent permitted by law, we will have no liability to you if you miss your flight, even if the delay is due to our action or inaction, a problem with a Car Park, traffic congestion within or near to the Airport, or due to the advertised frequency of transport from the Car Park to the Terminal not being maintained for any reason.



11.3 If you enter the Car Park before your confirmed booking time, or exit the Car Park later than your confirmed booking time, the credit card that you use to exit the Car Park will be debited with the cost of the additional time at the Tariff Board upon exit.

## 12. Storage of personal information

- 12.1 In order to process your booking, we will need to collect and store certain information about you including, without limitation, your name, address and credit or debit card information. Such information will be collected and retained only for the purposes of enabling you to utilize our online booking service and to identify you when you enter or exit the Car Park. By accepting these Booking and Payment Terms you authorise the use of such personal information for this purpose.
- 12.2 All personal information is collected and stored in accordance with the provisions of the Privacy Act 1993 and our Privacy Policy. Please refer to this policy for details of how to access and/or correct such information.

# 13. Comments and Complaints

- 13.1 Any comments relating to the booking procedure should be made in writing to us at our address below or by email to <a href="mailto:parking@christchurchairport.co.nz">parking@christchurchairport.co.nz</a> Please provide us with as much information as possible. This will make it easier for us to deal with your complaint.
- 13.2 We will try and answer all complaints within 5 working days. If we cannot, we will tell you when we expect to be able to do so. If you want to make a complaint, please do so as quickly as possible as the longer you leave it the more difficult it may be for us to check what happened.

## 14. How to Contact Us

E-mail us: <a href="mailto:parking@christchurchairport.co.nz">parking@christchurchairport.co.nz</a>

Phone us: +64 03 358 5029

Write to us: Online Parking, PO Box 14001, Christchurch Airport 8544