



## **TERMS AND CONDITIONS OF PARKING AT PALMERSTON NORTH AIRPORT**

**29 June 2020**

**Palmerston North Airport Limited (“PNAL”) provides travellers and other members of the public with multiple car parking options including a General Car Park (including pick up and drop off areas) and a Long Stay Car Park. Oversized vehicles may also be accommodated in a dedicated Oversized Parking area.**

**Every person entering into the Car Parks with a motor vehicle (“the User”) must hold, on each occasion a valid Parking Ticket, issued by PNAL and entry to the Car Parks shall be deemed to be acceptance by the User of these Terms and Conditions.**

**These Terms and Conditions apply to all Users of the Car Parks except to the extent that PNAL may vary these Terms and Conditions for specific Users, or specific car parks.**

**The issue of a valid Parking Ticket gives the User the right to enter and use one Car Park for a single vehicle, subject to the following:**

### **1. Definitions**

“Booking” means an on-line Booking made with PNAL whereby a User reserves a space or spaces in the Car Parks.

“Bus Stop” means the bus stop parking area located at Palmerston North Airport as determined from time to time by PNAL.

“Contractor Parking Area” means the contractor parking area located at Palmerston North Airport as determined from time to time by PNAL.

“General Car Park” means the general car park located at Palmerston North Airport as determined from time to time by PNAL.

“Loading Zone” means the loading zone area located at Palmerston North Airport as determined from time to time by PNAL.

“Long Stay Car Park” means the long stay car park located at Palmerston North Airport as determined from time to time by PNAL.

“Oversized Parking Area” means the designated area within the Oversized Car Park located at Palmerston North Airport as determined from time to time by PNAL.

“Parking Fee” means the fee described in clause 2.1 below.

“Parking Ticket” means the ticket issued to the User on entry into the Car Parks.

“Paystations” means the stations located at or immediately beyond the Car Parks utilised by Users to pay the Parking Fee.

“PNAL” means Palmerston North Airport Limited.

“PNAL Website” means the website operated and run by Palmerston North Airport – [www.pnairport.co.nz](http://www.pnairport.co.nz).

“Rental Car Park Area” means the rental car park area located at Palmerston North Airport as determined from time to time by PNAL

“Ride Share Parking Area” means the ride share parking area located at Palmerston North Airport as determined from time to time by PNAL

“the Car Parks” means any and all of the following:

- (a) The Long Stay Car Park;
  - (b) The General Car Park;
  - (c) The Pick Up / Drop Off Area;
  - (d) The Bus Stop;
  - (e) The Contractor Parking Area;
  - (f) The Loading Zone;
  - (g) The Oversized Car Parking Area;
  - (h) The Rental Car Park Area; and
  - (i) The Ride Share Parking Area,
- and “a/the Car Park” has the same meaning.

“the User” means a party who accepts these Terms and Conditions by entering into the Car Parks with the User’s Vehicle.

“the User’s Vehicle” means a vehicle owned or under the control of the User within the Car Parks.

“these Terms and Conditions” means the within Terms and Conditions of Parking at Palmerston North Airport.

## **2. Parking Charge Payable**

2.1 The User is to pay the Parking Fee which, in the case of a User utilising a Corporate Parking Card has been agreed with PNAL, and, in the case of any other User, is the Parking Fee applicable to the Car Park that the User has entered, as displayed at the entrance to the Car Parks and published by PNAL from time to time on the PNAL Website. The Parking Fee shall be payable by one or more of the following options:

- (a) prior to the User’s Vehicle being authorised to exit the Car Parks; or
- (b) where the User has made a Booking, on-line by credit card at the time the Booking is made on-line.

All prices in relation to the Parking Fee displayed or published are inclusive of GST.

- 2.2 A surcharge will be levied on EFTPOS and credit card payments made at PNAL Paystations or any other PNAL electronic payment point, including, but not limited to payments made at the PNAL office, or by way of on-line transaction through the PNAL Website. The prevailing surcharge is displayed on the Paystations together with the Parking Fees.
- 2.3 Users holding a Parking Ticket shall have a grace period of ten (10) minutes to exit the Car Park subsequent to payment of the Parking Fee at a Paystation before any additional Parking Fee will apply.
- 2.4 If a Parking Fee is owing by the User then PNAL shall have a general lien upon and right of retention of the User's Vehicle until all sums due by the User to PNAL have been paid in full. PNAL shall be entitled to deny the User access to or exit from the Car Parks until all sums owing to PNAL have been paid in full.
- 2.5 Where the User pays the Parking Fee by credit card and owes PNAL, under these Terms & Conditions, a greater sum than the amount paid (including, however not limited to a situation where the period of a Booking is extended) then the User gives permission to PNAL to charge any such additional sum to the User's credit card.
- 2.6 No refund will be given for any portion of a Parking Fee where a Parking Fee is incurred by a User as a result of any flight delay, flight cancellation, or any other third party act or omission beyond the control of PNAL.

### **3. Oversized vehicles**

- 3.1 Oversized vehicles including vehicles with trailers and campervans exceeding a maximum length of 5.5 meters must park in the designated area within the Oversized Car Park, Oversized vehicles are not permitted to park in any other Car Park.

### **4. Parking Procedures**

- 4.1 The User shall be permitted to park only in that part of the Car Parks as designated by PNAL from time to time and not elsewhere.
- 4.2 Parking in accessible car park spaces designated for persons with limited mobility is not permitted without displaying a valid mobility parking permit.
- 4.3 Parking in time restricted car park spaces for a period of time longer than the number of minutes specified by the signage applying to the time restricted car park space is not permitted. Time restricted car park spaces or areas are marked with the signs "P5", "P15", "P30", "P60", "P120", or "P180".
- 4.4 Parking in reserved car park spaces designated as a reserved car park space for any purpose determined by PNAL from time to time, is not permitted. Reserved car park spaces or areas are marked with the sign "Reserved".
- 4.5 Parking in a no parking zone designated as a no parking zone for any purpose determined by PNAL from time to time, is not permitted. No parking zones are marked with a sign displaying a no parking symbol.
- 4.6 Parking in a Bus Stop, Contractor Parking Area, or Ride Share Parking Area is not permitted unless authorised by PNAL. Bus Stops are marked with a sign displaying a no parking bus stop symbol. Ride Share Parking Areas and Contractor Parking Areas are marked with a sign displaying an authorised vehicles only parking symbol.

4.7 The User shall follow any instructions, directions or requirements given or made from time to time by PNAL relating to the use of, parking in, access to, or exit from the Car Parks.

## **5. Possession and Control of Vehicles**

5.1 The User acknowledges that the User shall at all times be responsible for the User's Vehicle.

5.2 The User authorises PNAL, its employees or authorised agents to enter the User's Vehicle and to relocate it at the risk of the User, notwithstanding any request or demand of the User to the contrary.

5.3 If the User is in breach of any of these Terms and Conditions, or if the User's Vehicle remains in a Car Park beyond its permitted time, PNAL may at the User's cost take any action it considers necessary including removal or towing of the User's Vehicle to a different location.

5.4 The User acknowledges that PNAL is not able to prevent or restrict entry to the Car Parks of persons whether authorised by PNAL or not or to control or supervise the activities of any persons in the Car Parks other than employees of PNAL.

5.5 PNAL shall not be obliged to prevent or try to prevent any persons, whether authorised by the User or not, removing the User's Vehicle from the Car Parks and PNAL shall not be obliged to do anything to determine whether or not any person leaving or attempting to leave a Car Park in the User's Vehicle is authorised by the User.

## **6. Exclusion of Liability**

6.1 The User acknowledges that car parks can on occasions be inherently dangerous places and that the User enters the Car Parks (with or without Vehicles) at the User's own risk.

6.2 The User acknowledges that the User's Vehicle, and any contents within the User's Vehicles, are fully insured for damage or theft from whatsoever cause arising while the Vehicle is in a Car Park.

6.3 PNAL employees are not authorised to accept any possessions of the User for safe custody, including car keys or car remotes.

6.4 PNAL shall not be responsible for any damage or theft to the User's Vehicle unless resulting from the negligence or deliberate action of PNAL or any employee or authorised agent of PNAL.

6.5 Any liability incurred by PNAL pursuant to these Terms and Conditions shall be limited to the actual damage or replacement of the Vehicle and PNAL shall not be liable for any consequential or indirect losses whatsoever.

6.6 To the extent permitted by law, PNAL shall not be liable whatsoever for any injury, loss or damage suffered by the User or any passenger of the User within the Car Parks no matter how arising.

6.7 PNAL shall not be liable for the loss of any good, item or animal within the User's Vehicle while in the Car Parks.

## **7. Pick Up / Drop Off Area**

7.1 PNAL provides a Pick Up / Drop Off Area for the public to use for the purposes of picking up or dropping off persons or items from / to the Palmerston North Airport. The Pick Up / Drop Off Area is clearly marked along the front of the General Car Park adjacent to the Terminal building.

7.2 The Pick Up / Drop Off Area must only be used for the purposes of picking up, delivering or dropping off persons or items from / to the Palmerston North Airport and no person may park in this area for greater than any time restriction indicated by signage.

## **8. User's Obligations**

8.1 The User shall not do or omit or permit or allow to be done any act or thing which might in any way endanger the safety of or cause damage to:

- (a) The Car Parks;
- (b) Any other property of PNAL;
- (c) Any property of any third party; or
- (d) any person.

8.2 The User acknowledges that the User will be liable for and must pay for any damage to another vehicle in or about the Car Parks, caused by the User or the User's Vehicle.

8.3 The User shall indemnify in full PNAL for any damage caused by the User to any property owned by PNAL.

8.4 The User shall indemnify in full PNAL for any liability incurred by PNAL arising due to any damage caused by the User to any property owned by any third party or any injury to any third party.

8.5 The User shall indemnify in full any third party for any damage caused by the User to any property owned by any third party or any loss or injury incurred by any third party caused by the User.

8.6 The User shall indemnify PNAL in full against any liability that PNAL may incur whatsoever beyond the liability or responsibility of PNAL, incurred by PNAL in providing use of the Car Parks as recorded within these Terms and Conditions notwithstanding the liability provisions and indemnities referred to in clause 6 above and this clause 8.

## **9. Variation**

9.1 These Terms and Conditions may be varied from time to time by way of an update as displayed on the PNAL Website.

9.2 No employee servant or agent of PNAL has power to vary, alter, modify, amend or add to these Terms and Conditions and no representation by any employee or agent of PNAL whether in writing or otherwise may vary or be deemed for any purpose to vary these Terms and Conditions.

## **10. No Waiver**

10.1 Waiver or failure to act on the part of PNAL regarding any breach by the User of these Terms and Conditions shall not be a continuing waiver and shall not be constituted as a waiver of a breach of any other of these Terms and Conditions.

## **11. Conditions of Use of Car Parks**

11.1 Any conditions of use of the Car Parks from time to time displayed by PNAL in or at the entrance to the Car Parks or contained in any Parking Ticket issued shall be

deemed to be part of and incorporated in these Terms and Conditions and shall be observed by the User.

## **12. Commercial Use of Car Parks**

- 13.1 The User must not use the Car Parks any commercial purpose whatsoever without PNAL's prior written consent, which consent may be declined. Whether any activity constitutes a commercial purpose, for the purpose of this clause, shall be determined by PNAL at the entire discretion of PNAL.

## **13. Service of Notices**

- 13.1 Any notice to be served upon the User may be served by posting the same by ordinary prepaid post to the address of the User which appears in the record of the Motor Registration pertaining to the Vehicle and shall be deemed to have been received and served on the day next following such posting.
- 13.2 Any notice to be served upon PNAL may be served by posting the same by ordinary prepaid post to Palmerston North Airport Limited, PO Box 4384, Palmerston North 4442, and shall be deemed to have been received and served on the day next following such posting.

## **14. Loss of Parking Ticket**

- 14.1 The User shall be responsible for holding the Parking Ticket issued to the User by PNAL and presenting it at the exit barrier at the time of exit from the Car Parks as the primary means of determining the time of entry. Where a User cannot produce the Parking Ticket a Parking Fee shall apply as determined by PNAL. In those circumstances the Parking Fee applicable shall be the parking charge based on evidence other than the Parking Ticket of the earliest time of entry or, where evidence of the earliest time of entry is not available, a minimum fee as determined from time to time by PNAL.
- 14.2 Evidence of the earliest time of entry in the absence of a Parking Ticket may include (but not be limited to) either a video record, or a written record of an employee or agent of PNAL having observed the Vehicle in the Car Park. The adequacy of any such evidence shall be determined by PNAL at PNAL's sole discretion.

## **15. Monitoring of Car Parks**

- 15.1 Without placing any obligation upon PNAL to do so, CCTV surveillance may be in operation in the Car Parks for security and operational monitoring purposes.

## **16. Hours of Operation**

- 16.1 The General Car Park, Oversized Car Park and Long Stay Car Park are accessible 24 hours per day, Monday to Sunday inclusive.

## **17. Online Bookings**

- 17.1 A Booking may be made by a User via the PNAL Website. Unless otherwise stated a Booking entitles the User to one entry and one exit from the Car Parks specified in the Booking during the Booking period; not multiple entries and exits.
- 17.2 The User may amend or cancel a Booking, for any reason, at any time up to 24 hours before the period commences, and a full refund (less the booking surcharge) will be available. No refund will be given for any amendment or cancellation of a Booking made by the User less than 24 hours before the Booking period commences. Where the User wishes to arrange an amendment or cancellation of a Booking, the User must

e-mail info@pnairport.co.nz and quote the Booking reference number and the amendment or cancellation the User wishes to make.

- 17.3 No refund will be given where the User's Vehicle is parked at the Car Park for a period less than the Booking period.
- 17.4 Bookings will not be accepted for Oversized vehicles as defined in clause 3.1. The User is not entitled to a refund if a Booking is made and the User's vehicle is an Oversized vehicle.
- 17.5 In the event that PNAL are unable to accommodate the User's Vehicle in the Car Park specified in the Booking, PNAL will, where possible, accommodate the User's Vehicle in an alternative Car Park and, if the alternative Car Park is a more expensive Car Park, no additional fee shall be charged, or if the alternative Car Park is a less expensive Car Park, PNAL shall refund the User for the difference in the Parking Fee.
- 17.6 In the event that PNAL is unable to accommodate a User's Vehicle in any of the Car Parks, PNAL will, where possible, make alternative arrangements for the User's Vehicle, at the cost of PNAL, and a full refund of the Parking Fee paid by the User will be made to the User. In these circumstances, a refund of the Parking Fee will be the full extent of the liability of PNAL to the User.
- 17.7 While the Car Parks include accessible car parks for use by mobility card holders, PNAL is unable to accept Bookings specifically for these car parks. Where a User requires an accessible car park, the User should contact PNAL upon arrival to the Car Parks by pressing the assistance button on the entry barrier to the Car Park, or by contacting Airport Help on 06 351 4415 prior to arrival.

**18. Car Park Availability**

- 18.1 Unless a Booking is made PNAL gives no guarantee whatsoever that a Car Park will be available including where a person takes, at the Car Parks entrance, a Parking Ticket and enters into the Car Parks.

**19. Comments and Complaints**

- 19.1 Any comments relating to Car Parks or Bookings should be made to PNAL using one of the following contact details:
  - (a) E-mail: info@pnairport.co.nz
  - (b) Telephone: (06) 351 4415
  - (c) Post: Palmerston North Airport Limited, PO Box 4384, Palmerston North 4442.

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