

15 January 2010

LICENCE AND CONDITIONS OF USE OF THE PALMERSTON NORTH INTERNATIONAL AIRPORT CARPARK

The Parties: Palmerston North Airport Ltd (the **Licensor**)
The Ticket Holder (the **Licensee**)

Every person entering the Carpark with a motor vehicle must hold a ticket issued by the Licensor on each occasion and entry is deemed to be acceptance to be bound by these conditions which apply to all Licensees.

These are General Conditions that apply to all Licences for use of the carpark except to the extent that specific Licences may vary these conditions.

The issue of a valid ticket gives the holder (licensee) a licence to enter and use one car park for one vehicle in this carpark subject to the following terms and conditions of this licence:

1. Parking Charge Payable

1.1 The licensee is to pay the licence fee which is the parking charge published by the Licensor from time to time and shall be payable prior to the vehicle for which the ticket is issued, being allowed to exit from the Carpark.

2. Parking Procedures

- 2.1 The licensee shall be permitted to park only in that part of the carpark as is from time to time designated by the licensor and not elsewhere.
- 2.2 The licensee shall follow any instructions, directions or requirements given or made from time to time by the licensor relating to the use of, parking in, access to, or egress from the carpark.

3. Possession and Control of Vehicles

- 3.1 The licensee acknowledges that the licensee shall at all times (subject to clause 4.2) be responsible for and have possession of the licensee's vehicle.
- 3.2 If the licensor considers it necessary or expedient the licensor shall be entitled to enter the licensee's vehicles and to move or drive them at the risk of the licensee notwithstanding any request or demand of the licensee to the contrary.
- 3.3 The licensee acknowledges that the licensor is not able to prevent or restrict entry to the carpark of persons whether authorised by the licensor or not or whether other licensees of the licensor or not, or to control or supervise the activities of any persons in the carpark other than employees of the licensor.
- 3.4 The licensor shall not be obliged to prevent or try to prevent any persons, whether authorised by the licensee or not, removing any of the licensee's vehicles from the carpark and the

licensor shall not be obliged to do anything to determine whether or not any person leaving or attempting to leave the carpark in the licensee's vehicles is authorised by the licensee.

4. Exclusion of Liability

- 4.1 The licensee acknowledges that carparks are inherently dangerous places and that the licensee enters the carpark (with or without vehicles) at the licensee's own risk.
- 4.2 The licensee acknowledges that vehicles parked in the carpark or any property of the licensee contained in any vehicles may from time to time be stolen or damaged, whether or not by the misconduct, default or negligence of the licensor or other persons and that the licensee has comprehensively insured the licensee's vehicles and property against all injury, loss or damage that may result from such risks.
- 4.3 The parties agree that the licensor shall have no responsibility or liability for any injury, loss or damage suffered by the licensee or any other person whether in or about the carpark regardless of who causes such injury, loss or damage is caused or arises from whether directly or indirectly, the misconduct, default or negligence of the licensor or any person acting or purporting to act on behalf of the licensor.
- 4.4 Notwithstanding anything to the contrary herein or elsewhere expressed or implied the parties expressly agree that the licensor shall have no liability for any injury, loss or damage to
 - a) any vehicle parked in or using the carpark; or
 - b) any property or animal in, on or pertaining to any vehicle or otherwise brought into the carpark by the licensee or any other person; or
 - c) any person.

5. Licensee's Obligations

- 5.1 The licensee shall not do or omit or permit or allow to be done or omitted any act or thing which might in any way endanger the safety of or damage:
 - a) The carpark, vehicles, equipment or chattels about or within the carpark or within or on any vehicles in the carpark; or
 - b) any person.
- 5.2 The licensee shall indemnify and shall keep indemnified the licensor against any liability the licensor may have in respect of the death or injury of any person or any other injury, loss or damage to a vehicle or property, and against all actions, claims, suits and demands made or brought against the licensor arising out of any of the acts or omissions referred to in clause 5.1 whether directly or indirectly and whether or not any such act or omission is in any way caused or contributed to by any act or omission of the licensor.

6. Termination

- 6.1 This licence granted may be terminated by the licensor forthwith and without notice in either of the following circumstances;
 - a) if the licensee fails to observe or perform any obligation, covenant or agreement on the part of the licensee contained in this licence (without prejudice to any claim by the licensor against the licensee or its servants or agents) or;

- b) if the licensee fails to pay any licence fee on the due date, or at the due time, time being of the essence.
 - c) If the vehicle is parked continuously for more than 100 days without arrangement being made by the licensee with the licensor.
- 6.2 Notwithstanding any right of termination in clause 6.1, if any moneys are at any time owing by the licensee to the licensor then the licensor shall have a general lien upon and right of retention of any of the licensees vehicles parked in the carpark until all sums due by the licensee to the licensor have been paid in full and the licensor shall be entitled to deny to the licensee access to or egress from the carpark until all sums owing to the licensor are paid in full.
- 7. Variation**
- 7.1 No modification or variation of any of these terms or conditions may be made unless evidenced in writing and signed by the licensee and signed by the chief executive officer of the licensor.
- 7.2 No employee servant or agent of the licensor has power to vary, alter, modify, amend or add to these terms or conditions and no representation by any employee, servant or agent of the licensor whether in writing or otherwise may vary or be deemed for any purpose to vary the terms or conditions.
- 8. No Waiver**
- 8.1 Waiver or failure to act on the part of the licensor regarding any breach by the licensee of any of the conditions shall not be a continuing waiver and shall not be constituted as a waiver of a breach of any other of these conditions.
- 9. Conditions of Use of Carpark**
- 9.1 Any conditions of use of the carpark from time to time displayed by the licensor in or at the entrance to the carpark or contained in any ticket issued shall be deemed to be part of and incorporated in these conditions and shall be observed by the licensee for the period that such conditions are current.
- 10. Service of Notices**
- 10.1 Any notice to be served upon the licensee may be served by posting the same by ordinary prepaid post to the address of the licensee which appears in the record of the Motor Registration pertaining to the vehicle for which the licence has been issued and shall be deemed to have been received and served on the day next following such posting.
- 10.2 Any notice to be served upon the licensor may be served by posting the same by ordinary prepaid post to Palmerston North Airport Limited, PO Box 4384, Palmerston North, and shall be deemed to have been received and served on the day next following such posting.
- 11. Loss of Ticket**
- 11.1 The Licensee shall be responsible for holding the ticket issued by the Licensor and presenting it at the time of exit from the carpark as the primary means of determining the time of entry. Where a Licensee cannot produce the ticket a minimum fee shall apply as determined from time to time by the Licensor. In those circumstances the parking charge applicable shall be the greater of either the parking charge based on evidence other than the ticket of the earliest time of entry or the minimum fee.

11.2 Evidence of earliest time of entry in the absence of a ticket may include (but not be limited to) either a video record, or a written record of an officer of the Licensor having observed the vehicle in the carpark.

12. After Hours Access

12.1 For access to the carpark after the normal operating hours of the carpark, a fee of \$40.00 (cash) is payable in addition to any parking charge. Please see instructions at the Exit Kiosks for contact details.

Ref: 15911grg (replacing 14667grg April 2007)