Kerikeri Airport Public Carpark Terms and Conditions:

This carpark is owned and operated by Far North Holdings Limited herein referred to as ‘Car Park’. By entering this Car Park, you accept that a contract is formed between Far North Holdings Limited and you on the basis of these Terms (and no other).

1. If you do not accept these Terms, you and any vehicle in which you entered must immediately leave the Car Park. If you do so we will not charge you a parking fee.

2. You must comply with all rules and directions displayed within the Car Park and any directions given to you by our staff.

3. A Vehicle may only be parked in an area marked “Reserved” if that area is reserved for that Vehicle or the Vehicle is otherwise authorised by us to park in that area.

4. The Consumer Guarantees Act 1993 (CGA) provides consumers with guarantees that cannot be excluded, restricted or modified. These Terms do not affect any rights you have under the CGA or any other legal rights which cannot be excluded or modified.

a. We are not liable for any indirect, special, consequential or economic loss or damage whether or not arising from default or negligence by us or our employees or agents; and

b. To the extent permitted by the CGA, we exclude all terms, conditions, warranties, guarantees (either express or implied), and any liability that might apply to us in respect of these Terms or anything done under them.

5. For services that are not services of a kind ordinarily acquired for personal domestic or household use or consumption, and/or where you are in trade, you agree that the CGA will not apply.

6. No employee, agent or contractor of Far North Holdings Limited has authority to accept any goods for safe custody (including car keys) and we will not be liable for any loss or damage to any vehicle or property alleged to have been left by you with us or any employee, agent or contractor, regardless of how that loss or damage is caused.

7. You release us from all actions and demands due to any loss, death, damage or injury occurring in the Car Park, including but not limited to, as a result of risk. We are not liable for any loss or damage to, without limitation, any vehicle, accessories, contents or personal property left with us, in the Vehicle or in the Car Park.

8. You must pay us upon demand all parking fees and other costs incurred in relation to the Vehicle being in the Car Park, based on the schedule of fees displayed at the time of entry into the Car Park or any other fee arrangement we may have agreed with you. A further parking fee may be payable each time the Vehicle enters the Car Park. If your number plate was captured on entry to the Car Park, you will be charged the maximum amount payable for use of the Car Park.

9. You grant us a ‘security interest’ (as defined in the Personal Property Securities Act 1999 (PPSA)) in the Vehicle to secure everything you owe us in respect of these Terms. We may retain possession of the Vehicle until everything you owe us in respect of this contract has been paid. Parking fees will continue to accrue during the period that we retain the Vehicle until we recover all fees and costs. If amounts due to us in respect of these Terms remain unpaid after 30 days, you agree that we can sell the Vehicle and use the proceeds to pay the amounts you owe us and you agree to take all steps required by us to enable us to do so. Our rights and powers in relation to the security interest described in this clause do not limit our rights and powers under the PPSA. Nothing in this contract limits or excludes any common law or statutory lien or other rights we have over the Vehicle.

10. We reserve the right for us and our contractors or agents to enter the Vehicle and to move it if we decide that it is reasonably necessary to do so in an emergency or for the safe or efficient operation of this Car Park. We may charge you a reasonable amount for moving the Vehicle if the need to move it arises:

(a) because you breach these Terms or have caused obstruction;

(b) we reasonably believe the Vehicle is abandoned; or

(c) during the period of retention or sale for non-payment.

11. You must pay for any damage caused by you or the Vehicle to this Car Park including, but not limited to, any damage caused by oil or other substances which leak from the Vehicle.

12. You must indemnify us in respect of all losses, costs (including reasonable legal costs) or expenses that we may suffer or incur in respect of:

(a) a breach of these Terms by you;

(b) the Vehicle; or

(c) your use of this Car Park.

In the case of paragraphs (b) and (c) your liability to indemnify is reduced to the extent that any relevant expense is caused by our negligence or default. This clause does not affect any rights and remedies that may be available to you under the CGA or other law which cannot be excluded or modified.