

CHRISTCHURCH AIRPORT TERMS & CONDITIONS

Reference: Attachment 2 - Airport T&Cs

Effective June 2019

- (a) **Per Trip Fee:** Airport Authorised Drivers entering the Public Drop Off Area or Designated Pick Up Area and picking up or dropping off passengers will be charged the Per Trip Fee by Christchurch Airport. The Per Trip Fee will be collected by Ola on behalf of the Christchurch Airport unless indicated otherwise by Christchurch Airport.
- (b) **Permitted Use:** Christchurch Airport will permit Airport Authorised Drivers to use the Designated Pick Up Area only for the uses specified below (collectively, "Permitted Use").
- (c) **Drop Off Area:** Airport Authorised Drivers are permitted to drop off passengers in the public drop off zone at the Airport. The Drop Off Area may only be used to drop off passengers.
- (d) **Designated Pick Up Area:** Airport Authorised Drivers are only permitted to enter the Designated Pick Up Area as shown on Attachment 1. The Designated Pick Up Area may only be used to pick up passengers.
- (e) **Changes to Airport:** Christchurch Airport may at any time change, alter and expand the Airport, including the terminals, roadways and designated pick-up, drop-off and staging areas. Christchurch Airport: (a) will provide Airport Authorised Drivers with reasonable notice of such changes; (b) has made no representations warranties and/or covenants to Airport Authorised Drivers regarding the design, construction, passenger or automobile traffic, or views of the Airport. Airport Authorised Drivers acknowledge and agree that the Airport may from time to time undergo renovation, construction and other Airport modifications requiring the Designated Pick Up Area to be relocated. Christchurch Airport will provide Airport Authorised Drivers with reasonable notice of relocation. Christchurch Airport will not be liable for any losses incurred by Airport Authorised Drivers in respect of such relocation.
- (f) **Airport Authorised Driver Requirements.** In addition to any other requirements of Christchurch Airport, Airport Authorised Drivers must meet the following requirements:
 - (i) each Airport Authorised Driver must:
 - (1) Hold and maintain a valid driver's licence with the appropriate level of endorsement as required by applicable law to operate their Vehicle: and
 - (2) ensure that their Vehicle is in a serviced and roadworthy condition:
 - (3) comply at all times with the directions of a police or traffic enforcement officer, or Christchurch Airport employee and produce for inspection their

NZTA supplied unique ID on demand by any police officer, traffic enforcement officer or Christchurch Airport employee:

- (4) reconcile any property left in their Vehicle by a passenger with that passenger or deliver it to a police station within a reasonable period following its discovery; and
 - (5) Demonstrate an overall commitment to providing a high quality service
- (ii) Each Airport Authorised Driver must not :
- (1) refuse to accept a passenger at the Airport without adequate reason;
 - (2) Drive in a careless or dangerous manner at the Airport or in breach of any Airport by-laws; and
 - (3) park their vehicle for a period in excess of any regulatory signage at the Airport including the Designated Pick Up Area.
- (g) **Conduct:** Airport Authorised Drivers must not do anything or omit to do anything: i)
- (i) which would be reasonably likely to constitute a nuisance, annoyance or danger to any person or to any portion of the Airport or which interferes with the use and enjoyment of the common areas of the Airport by members of the public and other tenants and licensees of Christchurch Airport:
 - (ii) to contaminate or pollute the Airport:
 - (iii) to damage or destroy anything on Airport property:
 - (iv) which breaches these Airport T&Cs or any rules or by-laws promulgated by Christchurch Airport:
 - (v) to bring or permit to be brought onto the Airport any goods or things of a flammable, volatile or explosive nature: and
 - (vi) to cause interference to any telecommunication system or operate or permit to be operated within the Airport any wireless systems, devices or radio frequency devices, other than those permitted by Christchurch Airport.
- (h) **Failure to comply:** Failure to comply with Airport T&Cs may result in Airport Authorised Drivers being unable to offer transportation services at the Airport together with Christchurch Airport seeking to recover any damages, expenses or costs it has suffered as a consequence.
- (i) **CIAL Rules:** Airport Authorised Drivers must at all times comply with applicable laws and regulations and any Christchurch Airport Rules made from time to time. "CIAL Rules" means the rules including Christchurch Airport's disciplinary system promulgated from Christchurch Airport from time to time in respect of the operation of any Driver services.
- (j) **Airport Authorised Driver Acknowledgements:**
- (i) Airport Authorised Drivers will use the Airport at their own risk and release to the fullest extent permitted by law Christchurch Airport its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Airport.
 - (ii) Airport Authorised Drivers shall keep Christchurch Airport indemnified against all claims actions losses and expenses of any nature which Christchurch Airport

may suffer or incur or for which Christchurch Airport may become liable in respect of or arising out of:

(1) Any breach by the Airport Authorised Driver of these Airport T&Cs or CIAL Rules:

(2) Any accident or damage to property or persons arising from any occurrence on or near the Airport wholly or in part by reason of any act or omission by the Airport Authorised Driver.

(k) Rights Reserved by Christchurch Airport

(i) Christchurch Airport may elect to remedy at any time, without notice, any default by an Airport Authorised Driver under this Agreement and all costs and expenses incurred by Christchurch Airport (including all legal costs and expenses) In remedying such defaults shall be paid by an Airport Authorised Driver to Christchurch Airport immediately on demand.

(ii) Christchurch Airport may at any time and from time to time amend these Airport T&Cs and the CIAL Rules. Any amended or replacement terms and conditions or rules will be published on the Christchurch Airport website.

(l) Privacy Act 1993:

(i) Each Airport Authorised Driver agrees that any information about it provided at any time to Christchurch Airport may be used by Christchurch Airport for any purpose connected with its business including (but not limited to) management of the Agreement, the Airport T&Cs and CIAL Rules, the operation of the Airport and to monitor the Airport Authorised Driver's compliance with the requirements of the Agreement, the Airport T&Cs and CIAL Rules. The Airport Authorised Drivers agree to authorise this use for the following purposes:

(1) monitoring the Airport Authorised Drivers performance to ensure the Airport Authorised Drivers compliance with the terms of this Agreement, the Airport T&Cs and CIAL Rules and as part of Christchurch Airport's internal quality assurance programs undertaken from time to time;

(2) assisting Christchurch Airport in its management of the Airport and for facilities, maintenance and planning purposes:

(3) responding to requests from government bodies for compliance and investigation purposes including but not limited to the Inland Revenue Department, New Zealand Transport Agency, the New Zealand Police and New Zealand Customs:

(ii) Christchurch Airport has in use at the Airport, CCTV surveillance and licence plate recognition software.

(iii) Personal information that the Airport Authorised Drivers provide to Christchurch Airport will be securely held by Christchurch Airport. Airport Authorised Drivers may request access to that information and that it be corrected.