

Terms and Conditions

Flit

1. Introduction

These are the terms and conditions upon which we accept bookings either online, by email, over the telephone or over the counter. It is important that you read them and understand them before completing your booking. By storing your vehicle with us you acknowledge you have read and accept these terms so please read them carefully.

2. Storage Conditions

While we accept liability for any loss caused by us, our staff and agents, any loss caused by an act of God or any other party shall be at your sole risk in all respects (See clause 7 below for more information).

You agree to the following:

- You permit us to enter your vehicle and move it.
- You must comply with all rules and directions displayed at our storage sites and any directions given to you by any of our staff.
- You must not obstruct other persons or vehicles in the storage area.
- You must not park in the area marked 'reserved' or 'no parking'.
- The vehicle you are storing with us must have a current warrant of fitness and registration, be roadworthy and be able to be driven at all times under its own power and present no danger or risk to other vehicles or persons or the storage area.
- All personal contents/valuables in your vehicle are there at your own risk. Please DO NOT leave valuable items in your vehicle – many insurance companies will NOT cover claims for valuables left in vehicles.

We offer yard parking/storage with a combination of either-&-or; security fencing, patrolling, video surveillance, electronically monitored and 24-hour staff.

Video surveillance cameras, in the form of a closed circuit television system, are operated at various points through the parking areas and thereabouts for the purposes of safety and security. At times we receive requests from other parties to view surveillance records, and will first measure requests against the Privacy Law before supplying any material.

3. Storage Options

We offer open-air vehicle storage at very competitive rates.

Open Air: With our open air storage option you can have your vehicle valet parked by our staff by leaving your key at reception and our staff will ensure your car is then ready and waiting for you upon your return.

4. Pricing & Payment

The booking price you are quoted includes GST and is fixed when you make your booking. Pricing may vary depending upon the time of booking and availability. Pricing applies to standard cars and SUV's only, please contact us for a quote for larger vehicles i.e. motorhomes, buses, vehicles with trailers etc.

Our online system accepts a range of credit cards and you represent and warrant that the credit card is issued in your name and that you will pay all charges incurred through your use of the credit card. No payment is taken at the time of booking, card details are only required to secure your booking.

Note Flit does not record, hold or keep any record of your Credit Card details, these are handled under a secure connection directly to Stripe Inc. who handle the payment between your booking and the Credit Card companies and do the banking.

Payment at our reception may be made by credit card, EFTPOS or cash.

If your plans require you to store your vehicle with us for longer than initially paid for you will be charged the appropriate fee for the additional time based on the tariff applying on the date of your departure from the storage area.

You must pay us all the parking charges and other costs we may incur in relation to the vehicle upon demand. All vehicles at our storage facility are subject to a general lien for all Storage Fees and any other amounts owing to Flit by the vehicle owner. We reserve the right to retain possession of the vehicle until all due charges are paid for, including any costs incurred by us in respect of the vehicle. Parking fees will continue to accrue at our standard rate during the period we retain the vehicle until we have recovered all fees and costs. If the amount due is unpaid after 30 days, you agree that we can sell the vehicle to defray our costs and you agree to take steps required by us to permit us to do so. You also agree that you will pay all costs incurred by Flit in recovering any amounts payable by you and interest on the outstanding amount at 2.5% per month (compounding).

If the amount due is unpaid after 30 days, you agree that we can sell the vehicle as a security interest as defined under s 40 of the Personal Property Securities Act 1999 attached to your vehicle. This means that we have the right to sell your vehicle if it is in our possession and/or to register our interest in the vehicle on the New Zealand Personal Property Security Register.

From time to time we may offer promotional deals, these will be subject to minimum pricing and space availability. Blackout periods may apply where the promotional deal is not available. Our online booking engine will always offer you the best price applicable at the time of your enquiry.

5. Shuttle Service

Flit provides a free shuttle service between our reception area and the main passenger terminal seven days a week and twenty-four hours a day. Free shuttle transfer includes one transfer to the terminal and one from the terminal only. Any additional transfer requests, including us having to deliver property, will incur additional charges.

You are advised that it is your responsibility to allow an adequate amount of time to transfer between our storage area and the passenger terminal building using the shuttle service. We do not accept responsibility or liability for missed flights or check-in because you have not allowed adequate time or if the shuttle service is delayed (for example, due to exceptional traffic or weather conditions). Whilst we operate a 24-hour service we cannot guarantee the availability or frequency of transport between our storage area and the airport terminals.

Our staff will take responsible care of your luggage when loading and unloading it onto/off the shuttle and will transport you to/from the terminal in a safe manner. However, we will not be responsible for any damage to bags including duty-free items during loading/unloading or transfer to/from the terminal. If you are carrying large items of luggage i.e. surf boards – please let our driver know. It may be necessary for the driver only of your party to return and collect your vehicle if there is no available space in the shuttle.

6. Cancellations/Missed Flights/COVID

We accept no liability whatsoever for missed flights. If you are running late please go straight to the airport to check-in for your flight. Once you have safely checked in please contact us to cancel your booking. If you have booked and paid online then we can arrange to refund your payment back to the original card that made the purchase.

Where a pre-payment has been made cancellations received in advance of the booked start time will be refunded in full. Where no notice of cancellation is received in advance then your booking will be treated as a 'no-show' and in these cases, there is no entitlement to a refund.

COVID Lockdown – in the event that the Government imposes an Alert Level that prevents or severely restricts travel from Christchurch Airport, and you have pre-paid your booking, you must still notify us of your intention to NOT use the space booked prior to your planned arrival to receive a full refund. If you do not notify us prior to your arrival then we will, at our discretion, hold the value of your booking in credit for use at a later date provided you contact us within 7 days of your original planned arrival date.

7. Flit Liability

You have statutory rights which under New Zealand law cannot be contracted out of including the Fair Trading Act 1986 and the Consumer Guarantees Act 1993. Accordingly, these terms are subject to those rights. If you are unclear of your rights please obtain legal advice or refer to publicly available information, for example, www.comcom.govt.nz.

Our liability under these terms is limited to ensure that we are able to continue to provide a cost-effective service to you and our other customers. In summary, any loss that we directly cause we will put right. However, we do not accept liability for any loss caused or contributed to by you or other parties (other than our staff or agents).

Whilst we take all responsible care, we cannot guarantee the security of your vehicle or any possessions contained therein. We strongly recommend that you do NOT leave items of a valuable nature in your vehicle. We accept no liability for any claim by you or any other person, for any loss resulting from the actions of any person (other than our staff or agents)

in accidentally or intentionally damaging, taking or attempting to take your vehicle or any item therein. Our employees are not authorized to accept any of your possessions for safe custody except the keys to your vehicle.

We accept no liability for any loss or damage to your vehicle as a result of any requested additional services provided by a third party (and you agree that your vehicle may leave our custody or control to provide such services). Whilst we shall take all responsible care to select appropriate third parties to provide such additional services, we make no warranties in relation to the additional services they provide.

Any complaints/disputes arising out of additional services, including car valets, warrants of fitness or other services, must be reported to us at the time of collection of the vehicle. Where these additional services have been provided by a third party, any such dispute will need to be resolved directly with the relevant third party.

The only person who can deliver and remove the vehicle from the storage facility is the person originally storing the vehicle with us unless that person gives personal or telephone instructions to Flit for someone else to collect the vehicle. This other person must then provide suitable ID before we will release the vehicle to them.

You agree to indemnify us in respect of any claim made against us arising from any claim made by a third party in respect of your vehicle or any property contained therein. You also indemnify us for any damage to our storage area caused by your vehicle unless we, our staff, or agents were the direct cause of such loss. This indemnity includes removal costs of any vehicle or for any infringement notice for any vehicle left unattended or without a valid readable (from outside the vehicle) ticket on the dashboard for the yard concerned.

It is your responsibility to alert our staff at the time of collecting your vehicle of any issue that you may have regarding the condition of your vehicle. Once you have left our premises it becomes difficult to establish where any issue might have originated and consequently we take no responsibility or liability for any vehicle once it has left our premises.

8. Privacy

Please refer to our detailed Privacy Policy.

9. Interpretation

To avoid any confusion as to the meaning of these terms and conditions:

‘damage’ includes direct, indirect, consequential and special damage

‘vehicle’ includes its accessories and contents.

‘we’, ‘us’, means Flit and includes any of its employees, agents and independent contractors.

‘you’ includes both the driver and the owner of a vehicle entering our car park/storage area.

‘your vehicle’ means the vehicle you are driving regardless of whether it is owned by you.

10. Changes to Terms and Conditions

Any changes to our Terms and Conditions will be posted here, and be applicable from the date any service is commenced under any amended terms. In the event that these terms change during the provision of any service by us then the original terms shall prevail until

the conclusion of the service provided. Accordingly prior to obtaining any services from us you should check these terms and conditions.

Flit Website Terms of Use

Acceptance of terms and conditions

Use of the Flit website is subject to the following terms and conditions of access and any specific terms posted on the website. By accessing and browsing the Flit website you represent that you have read, understood and accepted these Terms and Conditions and agree to be bound by them.

Use of Website

In using this website you agree not to do anything that may cause undue inconvenience, disruption or offense to Flit or that may affect the security and/or operation of the site.

Please Note: While every effort has been made to provide the most accurate information we advise that should a change or error come to our attention, Flit will undertake to notify all persons concerned of any correction. Flit may at any time and without notice makes improvements and/or changes in the products and/or information in this website.

Flit makes no representations whatsoever about any other website or be held liable for, which you may access through this one. When you access a non-Flit website, please understand that it is independent from, and that Flit has no control over the content on that website. In addition, a link to a non-Flit website does not mean Flit endorses or accepts any responsibility for the content, or the use, of such website.

The accuracy of entered information.

Please check your booking details as you enter them, you are responsible for the information entered and its accuracy. Please check credit card payment information thoroughly before confirming your booking. Once your booking is completed you will receive a booking confirmation that you should print and place on your dashboard when you arrive with us. Flit will not entertain any liability for inaccuracies that may be entered.

General

Bookings are to be paid for at the time of drop off / start of booking using a valid credit card, EFTPOS or cash.

Any account and password information set up by you should be treated confidentially and maintained in a secure manner.

Park at own risk.

Vehicle/property owners acknowledge the booking agency Flit.co.nz, the yards offered or its authorized agents accept no liability whatsoever for any damage or loss occurring in respect of any vehicle/property, its contents, the vehicles/property owners and related parties during the use of our facilities/services.

The limit of liability of Flit.co.nz

The limit of liability of Flit.co.nz is contained within the supply of the booking and documentation. If it is claimed Flit is responsible for any harm, loss or damage arising out of your use of this website, our total liability to you for all losses, damages, and any causes of action shall not exceed the amount paid by you, if any, for accessing this website. Every effort is made to ensure the website contents are us up to date as possible.

Privacy Policy

This statement and the policy outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

How we collect your personal information.

Flit collects personal information about individuals as part of the course of our business.

This information is solely used internally by Flit.

Flit may collect personal information when:

- You (or an organisation you are associated with) opens an account
- Enters into an agreement with us to provide or receive a service
- Deals with us over the telephone, send us a letter or an email
- Visits our website or when you visit us in person.

The type of information we collect may include (but not exclusive of) your name, mailing address, telephone numbers, bank and credit card payment details and email address.

There may be occasions when we source personal information about you from a third party (for example a credit reporting agency or marketing company).

Flit may also automatically collect non-personal information through the standard operation of its information systems infrastructure

How we use personal information

It is our usual practice to collect personal information directly from you.

We only use your personal information for the purposes for which you give it to us and for related, internal management purposes.

The primary purpose of collecting any relevant personal information is to be able to provide you with our goods and services.

We may also use or disclose personal information for other purposes such as helping us to identify products and services that may interest you.

Keeping information up to date

If we do collect any relevant information we will take reasonable steps to ensure your personal information is accurate. If you learn that the current information we hold about you is inaccurate, you should contact us.

You can request details about your personal information.

You should contact us if you wish to find out about the personal information we hold about you. We will need to verify your identity before giving you access.

Except as required by law Flit will not give out personal information to any third party.

We may not be able to give you access

We may not be able to tell you what personal information we hold about you in certain circumstances including where the information relates to anticipated legal proceedings or where the information would reveal commercially sensitive information.

Storing your personal information.

Flit will take reasonable steps to protect the personal information it holds from misuse, loss and from unauthorised access, modifications or disclosure.

Contacting us.

If you have any questions regarding Flit' s Privacy Policy please feel free to contact us by emailing parking@flit.co.nz