

Care Park New Zealand Limited

Conditions of Parking

The authority hereby granted is a license revocable by the Company for any reason at any time without notice.

1. Parking fees

- You agree to pay the parking fee displayed at the entrance or, as advised in writing on arrival or departure or otherwise advised and as we may direct. You also agree to pay the penalty charges as displayed at the entrance.

2. Use of car park

- You must comply with all rules or directions displayed in the car park from time to time and with all relevant laws.
- You must not obstruct other persons or vehicles using the car park.
- You must not park in any area marked “reserved” unless especially allocated to you.
- You must not park in any area marked “no parking”.
- You must provide us with your full name and address if asked.
- These rules of use also apply to any passengers and other users of your vehicle.
- The only vehicles you are authorized to park in the car park are vehicles which:
 - a. have a current warrant of fitness and motor vehicle registration;
 - b. are roadworthy and able at all times to be driven under their power; and
 - c. do not present any danger or risk to other vehicles, persons or the car park.

3. What happens if you do not comply with these conditions?

- We may keep your vehicle until you pay all costs.
- You will continue to be liable for the parking fee during the period that we retain your vehicle until we recover our costs.
- While your vehicle is retained by us we may clamp it or move it anywhere at your cost.
- If you fail to pay our costs within 30 days we may sell your vehicle to recover the costs.

4. You Agree ...

- to indemnify us in respect of any claim made against us arising from either:
 - a. Your use of the car park; or
 - b. The use of the car park by anyone else with your authority
- to indemnify the owner of the car park in the same manner if we do not own the car park ourselves.

5. Our position

- While we shall take all reasonable care, we cannot guarantee the security of your vehicle.
- Nothing contained in this agreement limits or restricts any statutory right or remedy that may be available to you.
- When you are using this car park for business purposes, the Consumer Guarantees Act 1993 does not apply.
- We accept no liability for any claim by you or any other person, whether for any loss or damage:
 - a. to you or any other person; or
 - b. to your vehicle or any other vehicles

Whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise.

6. We can move your vehicle

- By parking here you authorize us, at your cost, to move your vehicle anywhere even if it is locked. We accept no liability for any claim by you or any other person for any loss or damage caused as a result.

7. Who is entitled to take away your vehicle?

- We may retain your vehicle until we are provided with a car park ticket issued by us or proof of ownership or entitlement that we determine to be satisfactory to us. While we retain your vehicle we may move it anywhere.
- The parking fee continues to be owed for the period that we retain your vehicle.
- We accept no liability for any loss or damage as a result of retaining or delivering your vehicle in accordance with these conditions.

8. Abandoned vehicles

- If your vehicle is left in the car park beyond its permitted time or the time paid for expires, we may either clamp the vehicle or move and store it at your cost.
- If you are not required to pay the parking fee until leaving the car park and your vehicle is left in the car park for more than 48 hours, we may either clamp the vehicle or move and store it at your cost.
- After 30 days we are entitled to sell your vehicle and its contents to pay any costs that remain outstanding.

9. Damage

You are liable for any damage to the car park caused by your vehicle, including damage caused by oil or other substances.

10. No safe custody of articles

- We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorized to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our employees request.

11. Who has rights under this agreement?

- All our rights under this agreement are also for the benefit of and enforceable by our employees and agents, and the owner of the car park if we do not own the car park ourselves.
- Your rights under this agreement are for your benefit only.

12. Waiver

- If we fail to act or pursue any right or remedy available to us this will not in any way prejudice our right to exercise that or any other right or remedy.

13. Will these conditions ever change?

- We can amend any of these conditions at any time. Car park attendants are not authorized to amend these conditions on our behalf.

14. Other agreements

- If there is any inconsistency between these conditions and those contained in any other written agreement which you have entered into with us, the conditions contained in that other agreement will prevail.

15. Words used in this agreement

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

- ‘claim’ includes any claim for damage, loss, compensation, demand, remedy, liability or action.
- ‘costs’ includes fees, charges or costs incurred or charged by us, including GST.
- ‘damage’ includes direct, indirect, consequential and special damage.
- ‘vehicle’ means any motor vehicle of the kind described in clause 2 and includes the accessories and contents.
- ‘we’ and ‘us’ means Care Park New Zealand Limited and includes any of the employees, agents and independent contractors.
- ‘you’ means the driver of a vehicle entering the car park.