

Important Notice

TO PEOPLE ENTERING THIS CAR PARK WITH A VEHICLE

BY ENTERING THIS CAR PARK YOU AGREE TO THE CONDITIONS SET OUT BELOW.
IF YOU DO NOT ACCEPT THESE CONDITIONS, IMMEDIATELY LEAVE THE CAR PARK.

1. These conditions apply from the moment that you drive your vehicle into this car park and apply 24 hours a day, 7 days a week. You hereby also bind the owner of the vehicle you are driving to all these conditions and warrant your authority to do so.

LIMITATION ON FREE PARKING

2. Parking in this car park is only free for the stipulated time limit indicated on the car park signage displayed in this car park and line-marked bays and may only be used by bona fide customers currently visiting the Palms.

PAYMENT AND BREACH OF THESE CONDITIONS

3. You agree to the following rules:

- a) You must comply with all rules or directions displayed in this car park from time to time and with all relevant laws.
- b) You must not obstruct other persons or vehicles using the car park, nor abandon the vehicle.
- c) You must not park in any area marked "reserved" without authority to do so, or any area marked "no parking" or outside of the line-marked parking bays.
- d) You must not park in a mobility bay without a current mobility window pass displayed.
- e) You must not park in this car park over the stipulated parking time limit without authority.
- f) You must not park in this car park if you are not currently a customer visiting the Palms.
- g) The vehicle you are parking in this car park must not present any danger or risk to other vehicles or persons in the car park.

4. You agree that:

- a) If you are parked beyond the stipulated parking time limit and/or you are otherwise in breach of the above clauses, you agree you have breached these conditions and are parking unlawfully and without authority and we may issue a notice requiring you to pay within 21 days \$65.00 costs of enforcing the conditions of this car park.
 - b) If you are issued a notice and you do not pay the sums specified therein within 21 days of date of issue of the notice, then we will send an additional reminder notice and you agree to pay the further sum of \$20.00 being our administrative cost in doing so.
 - c) If you are issued a reminder notice and you do not pay the sums specified therein within 7 days of the date of the reminder notice, you agree that:
 - i. We may use a debt collection agency to enforce payment of the money owing by you and the cost of the said debt collection, and
 - ii. You are liable for any solicitor/client costs incurred by us in enforcing payment of the money owing by you.
5. If you contravene any of the above conditions, you agree that we may remove your vehicle by having it towed at your risk and expense, and we may hold the vehicle until all outstanding debt has been paid and in addition to or as an alternative to issuing a notice. If we have your vehicle towed, you agree that the vehicle will be released only upon payment of the release fee from the towing company and payment of any outstanding debt owed by you to us.

RESPONSIBILITY FOR DAMAGE

6. You are liable for any damage to the car park caused by you or your vehicle.
7. While we shall take all reasonable care, we cannot guarantee the security of your vehicle or its contents.
8. We accept no liability for any claim by you or any other person, including (but not limited to) any claim for loss or damage to your vehicle or any other vehicle OR for loss or damage to the contents of your or any other vehicle OR resulting from using the car park or being unable to use the car park OR for negligence OR for personal injury OR otherwise. This applies even if we are negligent or in breach of this agreement.
9. We accept no liability for any loss or damage to any article left in our custody or control.
10. You agree to indemnify us in respect of any claim made against us arising from your use of the car park or the use of the car park by anyone else acting on your instructions or under your authority.

MISCELLANEOUS

11. You must provide us with your full name and address if asked by us. You agree that we may obtain the name and address of the owner of the vehicle from the motor vehicle register and pass this information on to third parties for the purposes of debt recovery in accordance with these conditions.
12. We may use automatic number plate recognition in this car park or mark the vehicle tyre to monitor compliance with these conditions.
13. We may use visual audio surveillance and recording equipment in and around this car park for the purpose of protecting our lawful interests, and for protecting the safety and security of our employees, agents and contractors, and our customers.
14. 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.
15. No one is authorised to amend these conditions on our behalf.

INTERPRETATION

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

- (a) "Claim" includes any claim for damage, loss or compensation; and any demand, remedy, liability or action.
- (b) "Damage" includes direct, indirect, consequential and special damage.
- (c) "Outstanding Debt" includes previous unpaid parking fees and/or unpaid notices.
- (d) "Vehicle" includes its accessories and contents.
- (e) "We" and "us" means Parking Enforcement Services, a division of Wilson Parking New Zealand Limited, and includes any of its employees, agents and independent contractors.
- (f) "You" includes both the driver and the owner of a vehicle entering this car park.
- (g) "Your vehicle" means the vehicle which you are driving, regardless of whether it is owned by you.
- (h) "Notice" means Parking Enforcement Breach Notice.

ALL other enquiries telephone 0800 - 727 - 536



