



Te Pūkenga

CARPARK

TERMS AND CONDITIONS



PARKING FEES APPLY

**BY ENTERING THIS CARPARK YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW.
IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU MUST LEAVE THE CARPARK IMMEDIATELY.
BY ENTERING THIS CARPARK YOU ALSO BIND THE OWNER OF THE VEHICLE AND WARRANT YOUR
AUTHORITY TO DO SO.**

WE PUT YOU ON NOTICE THAT an Enforcement Regime operates in this carpark and we will issue a breach notice to any vehicle where you have failed to comply with the Terms and Conditions of this carpark. These terms and conditions apply from the time your vehicle enters the carpark and apply 24 hours a day, 7 days a week. We make no representation that any car park space will be available at any time.

**THIS CARPARK SERVICE DOES NOT INCLUDE ENSURING THE SAFETY OF THE VEHICLE OR ITS CONTENTS WHILE IT IS PARKED HERE.
YOU PARK HERE AT YOUR OWN RISK. DO NOT LEAVE VALUABLES IN THE VEHICLE.**

DEFINITIONS

“Breach Notice” means any notice attached to your vehicle or sent to the owner of the vehicle advising of any breach of these terms and conditions.

“Enforcement Regime” means that the carpark will be monitored and enforced using a range of processes and tools including manual patrols and vehicle licence plate recognition cameras.

“Fees” means all amounts charged by us to you.

“Pay By Plate machines” means any parking machine supplied in the carpark.

“Parking Permit” means a valid permit issued to you by us.

“Parking Session” means the time the vehicle is in the carpark. The vehicle does not have to be stationary, nor does the driver need to leave the vehicle.

“You” means both the driver and the owner of a vehicle entering this carpark.

“We”, “us” and “our” means Te Pūkenga and any of its contractors, employees or agents.

OUR RESPONSIBILITIES

1. We agree to provide you with a place to park your vehicle in consideration for payment of the amount specified on our Pay By Plate machines located in the carpark or as otherwise communicated to you in writing.
2. We agree to take all reasonable care in providing our service to you, but we cannot guarantee the security of your vehicle or belongings. We accept no liability for any claim by you or any other person, whether for loss or damage to you or any other person or to your vehicle or any other vehicle, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise. We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request.
3. We agree to perform our obligations under the Health and Safety at Work Act 2015 and all other applicable legal requirements under New Zealand law.

YOUR RESPONSIBILITIES

1. You agree to comply with all terms and conditions, rules and directions displayed in this carpark or communicated to you by our staff.
2. You agree that you bind the owner of the vehicle to these terms and conditions and warrant your authority to do so.
3. You agree to observe all specified time limits in relation to your use of this carpark.
4. You agree not to obstruct other persons or vehicles using the carpark.
5. You agree to only park in allocated car parking bays.
6. You agree not to park or drive on “reserved”, “no parking” or “no stopping” areas including “grassed” areas unless expressly authorised to do so or directed by our staff.
7. You agree not to park in any mobility carpark (provided for people with mobility restrictions) without displaying a valid permit issued under the Mobility Park Permit Scheme.
8. You agree not to reside in or occupy your vehicle overnight while your vehicle is in this carpark.
9. If your vehicle is left in the carpark for more than twenty four (24) hours without our express permission, then that vehicle will be deemed to have been abandoned and you further agree that it may be removed (towed) from the carpark at your cost.
10. You agree to pay the applicable fee for your use of the carpark as follows:
 - a. on arrival into the carpark, to enter your vehicle registration plate number into the supplied Pay By Plate machine and to pay all necessary fees and charges for the time notified; OR
 - b. on arrival into the carpark, complete a payment transaction for a valid parking session using an approved mobile phone payment application; OR
 - c. to obtain a parking permit valid for the duration of your stay and to make yourself aware of and compliant with all rules and terms and conditions under which a parking permit was issued to you.
11. **You agree to pay a fee of \$65.00 for each Breach Notice that may be issued to you for breaching these terms and conditions**, this fee being a fair estimate of our costs of enforcing the conditions of this car park.
12. If you do not pay the Breach Notice within 20 working days of the issue date, we will issue a follow-up letter and you further agree to pay the Administration Fee of \$20.00, this fee being a fair estimate of our administrative cost in doing so.
13. If you fail to pay the Breach Notice and the Administration Fee within a period of 10 working days of the date of the follow-up letter, you agree to pay all additional costs involved in collecting the debt, including without limitation, costs associated with the debt being transferred to a debt collection agency and/or all legal costs on a solicitor/client basis relating to the collection of the debt.
14. We have the right to clamp or enter the vehicle and remove (tow) it for operational, safety and/or enforcement purposes. This right extends to the recovery of any unpaid Breach Notice and applies to any carpark managed or enforced by LPR Enforcement Services Ltd (trading as Stellar).
15. You authorise us to share the registered owner’s contact details with any third party for the purposes of enforcement and/or debt collection. You authorise the owner of the vehicle to release your details to us for the purposes of enforcing these terms and conditions.
16. You agree that we have no liability for any loss or damage caused to your vehicle or your belongings whilst they are in the carpark, or as a result of us clamping or entering the vehicle or moving the vehicle.
17. You agree to pay all costs incurred by us in enforcing our rights under these terms and conditions, including clamping, towing, storage, release fees, fees specified in any notice, and any other costs. Costs continue to accrue until they are paid.
18. You are liable for any damage to the carpark caused by you or your vehicle including any damage caused by oil or other leaking substances.
19. You agree to indemnify us in respect of any claim made against us arising out of your use of the carpark, or out of the use of the carpark by any person driving your vehicle or otherwise with your authority.
20. 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.
21. We are not liable to you for any amount whatsoever exceeding the amount of fees you have paid to park in this carpark for the relevant Parking Session.
22. We have the right to revoke your permit or ability to use our carpark at any time for any reason by attaching a notice to the vehicle or by sending it to the owner of the vehicle.

This carpark is managed by Te Pūkenga and enforced by LPR Enforcement Services Limited (trading as Stellar).

Any vehicle that has been towed may be recovered upon payment of \$250, plus any outstanding breach notices from

SOUTHERN DISTRICT TOWING 38 OAKLEIGH AVE, TAKANINI PHONE 0800 008 111

\$65.00 Breach Notice Applies