

## **TERMS AND CONDITIONS**

BY MAKING A BOOKING OR ENTERING ONE OF OUR CAR PARKS YOU AGREE TO THE CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THESE CONDITIONS, PLEASE DO NOT ENTER OUR CARPARK OR IMMEDIATELY LEAVE IF YOU HAVE ENTERED WITHOUT A BOOKING.

1.1. 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.

### **BOOKING AND PAYMENT**

2.1 A booking request for parking may be made on the website [www.parkingmode.co.nz](http://www.parkingmode.co.nz) . This will be confirmed subject to space availability.

2.2 You must prepay for your parking prior to entry into the carpark or immediately upon entry.

2.3. In the event that your credit-card transaction declines or dishonours, we reserve the right to re-process the transaction at a later date, and we reserve the right to charge an additional fee of \$30 in respect of our administrative costs in doing so.

### **YOUR OBLIGATIONS**

3.1. You agree to the following rules:

- a) You must comply with all rules or directions displayed in the car park from time to time, with any directions given to you by our staff 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 park only in the location directed by the carpark staff.
- d) You must not park in the car park unless you have made payment to us in respect of the vehicle.
- e) The vehicle you are parking in this car park must have a current warrant of fitness and registration and insurance, be roadworthy, and be able at all times to be driven under its own power and not present any danger or risk to other vehicles or persons or the car park.
- f) You acknowledge that we are permitted to move the vehicle to another location within the carpark if required for operational reasons. You are required to leave the vehicle keys with us for this reason.
- g) Any extension to the period booked must be advised and paid for at the then current rates in advance.

### **RELEASE AND COLLECTION OF VEHICLE**

4.1 Access for collection and release of your vehicle is only available during our normal business opening hours as published on our website.

4.2 In the event that urgent access is required outside these hours, we will attempt to accommodate this request on a best endeavours basis and in the event that occurs a callout fee of \$200 will be applicable. We cannot guarantee such access will be available and accept no liability in the event we are unable to arrange such access outside our normal business hours.

4.3. You acknowledge that we may release the vehicle to any persons producing the email confirmation issued to you or producing other evidence of entitlement satisfactory to us.

#### **CANCELLATIONS**

5.1. Any payments made where a booking is cancelled more than two days prior to the booked date will be refunded less an administration fee of up to \$25

5.2. Any payments made where a booking is cancelled within one day of the booked time or in the event of a no-show are non-refundable.

5.3. In the event of early departure, no refunds will be made for unused or not fully used parking days.

#### **BREACH OF CONDITIONS**

6.1. You agree that:

- a) If you or your vehicle is in breach of any of the above clauses, you have parked unlawfully, and we may issue a notice requiring you to pay within 21 days any further parking or other costs due but not already paid for plus a sum no greater than \$65.00, being an estimate of our costs of enforcing the conditions of this car park.
- b) If you are issued a notice and you do not pay the sum specified therein within 21 days of date of issue of the notice, then we will send a reminder notice, and you agree to pay the further sum of \$20.00 being an estimate of 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 sums owing by you together with the cost of such debt collection; and
  - ii. You are liable for any costs and expenses incurred by us to enforce payment of the sums owing by you, including our solicitor/client costs.

6.2. If you contravene any of the above conditions, you agree that

- a) we may remove the 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 car towed, you agree that the vehicle will be released only upon payment of the release fee from the towing company AND our administration fee of \$45 AND payment of any outstanding debt owed by you to us.
- b) in the event any outstanding debt is not paid after 45 days, you agree that we may sell the vehicle and you agree to take steps required by us to permit us to do so, with the sale proceeds being applied first in satisfaction of your debt to us.

#### **RESPONSIBILITY FOR DAMAGE OR INJURY**

7.1. You are liable for any damage to the car park or other vehicles caused by you or your vehicle.

7.2. While we shall take all reasonable care, we cannot guarantee the security of your vehicle or its contents.

7.3. Except to the extent required by the Consumer Guarantees Act 1993 or any other law, 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 carpark or being unable to use the car park or arising from any additional services provided OR for negligence OR for personal injury OR otherwise.

7.4. 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, or luggage stored according to the terms of our luggage storage service.

7.5. 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.

#### **SHUTTLE SERVICE**

8.1. Our parking service includes one courtesy shuttle trip to and from the airport at the commencement and end of the parking period.

8.2. You must ensure you allow sufficient time in relation to your travel arrangements. We do not accept responsibility if you miss your flight 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).

#### **ADDITIONAL SERVICES**

9.1. We warrant that any additional services provided by us will be rendered with due care and skill. We make no other express warranties in relation to the services we provide.

9.2 In the event that any issues arise with any services provided by third parties, those issues would need to be addressed to and resolved directly with any such third party.

#### **MISCELLANEOUS**

10.1. 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 to third parties for the purposes of debt recovery in accordance with these conditions.

10.2. 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.

10.3. No one is authorised to amend these conditions on our behalf.

10.4. We may use automatic number plate recognition in this car park to monitor compliance with these conditions. You must provide us with your vehicle number plate details when making a booking or payment.

10.5. We may use visual and 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.

#### **PRIVACY**

11.1 When collecting personal information, we comply with the Privacy Act 1993. You acknowledge that we will collect, hold and use your personal information for purposes related to the parking of

your vehicle and the provision of related customer services, including assessing customer satisfaction. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of the parking of the vehicle.

## **INTERPRETATION**

12.1. 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) “notice” means Parking Breach Notice.
- (d) “outstanding debt” includes previous unpaid parking fees and/or unpaid notices.
- (e) “vehicle” includes its accessories and contents.
- (f) “we” and “us” means EIO Rentals Ltd trading as Parking mode, and includes any of EIO Rentals Ltd’s employees, agents and independent contractors.
- (g) “you” includes both the driver and the owner of a vehicle entering this car park.
- (h) “your vehicle” means the vehicle which you are driving, regardless of whether it is owned by you.

Version 2020 06 10