

# TERMS AND CONDITIONS OF PARKING

## TO ALL PEOPLE ENTERING THIS CARPARK WITH A VEHICLE

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

1. Being the driver of the car, you drive with the owners Authority; you hereby also bind the owner of the vehicle you are driving to all these conditions.
2. These conditions apply at all times.

### **PAYMENT AND BREACH OF THESE CONDITIONS**

3. You must pay for parking at the pay machine or by any other means available immediately after parking your car in this parking area.
4. You agree to the following rules:
  - a) You must comply with all rules or directions displayed in the carpark and with all relevant laws.
  - b) You must not obstruct any other persons or vehicles using the carpark.
  - c) You must not park in any area marked 'RESERVED' OR 'NO PARKING' or outside of the line-marked parking bays.
  - d) You must not park in a bay without making payment as relevant for your applicable bay.
  - e) The vehicle you are parking in this carpark must have a current warrant of fitness and registration, be roadworthy and be able at all times to be driven under its own power and not present any danger or risk to the other vehicles or persons in the carpark.
5. IN THE EVENT THAT:
  - a) You park in a "Reserved" parking space (detailed on parking space signage) outside of the listed available hours, Municipal Enforcement Ltd reserves the right to have your vehicle towed/clamped at your cost or we may issue a breach notice.
  - b) You have not made a valid payment for your vehicle or it does not display a valid ticket/window pass you agree you are parked unlawfully and we may issue a breach notice at a rate as stipulated below requiring you to pay within 7 days.
  - c) You are issued a breach notice and you do not pay the sums specified therein within 7 days of the date of issue of the notice, then we will send an additional reminder notice and you agree to pay the further sum of \$15.00 to cover our administrative cost.
  - d) You are issued a reminder notice and you do not pay the sum specified therein within 7 days of the date of the reminder notice, you agree to:
    - i. The debt passing to our debt collection agency to enforce payment of the money owing by you and the cost of the said debt collection:
    - ii. Any solicitor/client costs incurred by us in enforcing payment of the money owing by you.If you contravene clauses 1 to 5 of the above conditions, you agree that we may apply a wheel clamp to the vehicle you entered the car park with until all outstanding debt has been paid and in addition to or as an alternative to issuing a notice as set out in clause 4 above. If we apply a wheel clamp to your car, you agree that the wheel clamp will be removed only upon payment of a minimum \$100.00 release fee and payment of any outstanding debt.
6. 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.

### **RESPONSIBILITY FOR DAMAGE**

7. You are liable for any damage to the carpark caused by your vehicle.
8. While we shall take all reasonable care, we cannot guarantee the security of your vehicle.

