

By entering the Bayfair car park you agree to the conditions set out below.

If you do not accept these conditions, immediately leave the car park.

1. ACCEPTANCE OF TERMS AND CONDITIONS

a) By parking your vehicle in this car park, you agree to these terms and conditions, which apply 24 hours a day, 7 days a week, and you agree that they will apply from the moment that you drive your vehicle into this car park.

b) If you are not the owner of your vehicle, by parking the vehicle in this car park, you warrant that you are authorised to bind the owner of the vehicle you are driving to all these conditions.

2. YOU AGREE TO COMPLY WITH THE FOLLOWING RULES

a) You agree to comply with all rules or directions displayed in this car park and to comply with all relevant laws.

b) You agree not to obstruct other persons or vehicles using this car park, and you agree not to abandon the vehicle in this car park.

c) You agree not to park in any car park bay marked "RESERVED" unless you possess a legal licence or lease for that car park bay, or in any area marked "NO PARKING", or outside of the line-marked parking bays.

d) You agree not to park in a mobility bay without a current mobility window pass displayed.

e) You agree not to park in any car park bay over the stipulated parking time limit without authority.

f) You warrant that the vehicle you are parking in this car park has a current warrant of fitness and registration, is roadworthy, and is able to be driven under its own power and will not present any danger or risk to other vehicles or persons or the car park.

3. BREACH NOTICES

a) You agree that if you and/or your vehicle have breached any of these terms and conditions that you have parked unlawfully, and we may issue, or send by post, to you, or the owner, a notice requiring you to pay within 21 days a sum no greater than \$85.00, plus costs to accept your payment, which are the reasonable costs incurred by us in enforcing the terms and conditions of this car park.

b) If you are issued with a notice and you do not pay the sum specified in that notice within 21 days of the date of the notice, then we will send a reminder notice, and you agree to pay the further sum of \$20.00, plus costs to accept your payment, being our reasonable administrative cost in sending the reminder notice.

c) If you are issued with a reminder notice and you do not pay the sums specified in the reminder notice 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 will be liable for any costs and expenses incurred by us to enforce payment of the sums owing by you, including our solicitor/client costs.

d) **If you wish to appeal any breach notice you have been issued or sent, please visit www.pesnz.co.nz/appeals.**

4. IF YOUR VEHICLE IS TOWED

a) You agree that if you breach any of the above conditions, as an alternative to us issuing you with a breach notice, or if the vehicle has repeatedly breached the terms and conditions and/or has multiple outstanding breach notices, we may remove the vehicle from the car park by having it towed at your risk and expense.

b) If your vehicle is towed, you agree that we may hold the vehicle until the outstanding debt has been paid, provided that you enter into a payment plan with us to pay off the outstanding debt, within 28 days of the vehicle being towed.

c) If you do not enter into a payment plan with us, or contact us within 28 days of your vehicle being towed, you accept the risk that the towing company may sell your vehicle in order to offset the costs that are associated with your breach.

d) 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.

5. RESPONSIBILITY FOR DAMAGE OR INJURY

a) You agree that you will be liable for any damage to this car park caused by you or your vehicle.

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

c) 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.

d) We accept no liability for any loss or damage to any article left in our custody or control. Our personnel are not authorised to accept any of your possessions for safe custody.

e) 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.

6. MISCELLANEOUS

a) You agree to 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, even if you or the owner have opted out of the obligation to provide that information.

b) 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.

c) No one is authorised to amend or waive these conditions, or to amend or waive any notices issued by us for any breach of these terms and conditions by you, on our behalf.

d) We may use automatic number plate recognition in this car park to monitor compliance with these conditions. If requested, you agree to provide us with your vehicle number plate details when obtaining your parking ticket or window pass, or when making an electronic payment.

e) 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.

f) To view our privacy policy, please visit www.pesnz.co.nz

7. INTERPRETATION

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 Enforcement Breach Notice.

d) "outstanding debt" includes previous unpaid parking fees and/or unpaid notices.

e) "terms and conditions" means these terms and conditions, as amended from time to time by us.

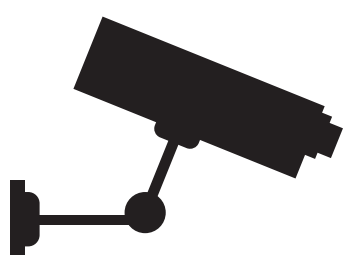
f) "vehicle" includes its accessories and contents.

g) "we" and "us" means Parking Enforcement Services, a division of Wilson Parking New Zealand Limited, and includes any of Wilson Parking New Zealand Limited's employees, agents and independent contractors.

h) "you" is a reference to you, the driver of a vehicle entering the car park.

i) "your vehicle" means the vehicle which you are driving, regardless of whether it is owned by you.

ALL OTHER ENQUIRIES TELEPHONE 0800-727-536



The carpark is monitored by
Licence Plate Recognition Cameras

