



Smart Compliance Management

IMPORTANT NOTICE

PARKING TERMS AND CONDITIONS

This car park is private property and by entering you are agreeing to Terms and Conditions set out below

If you do not accept these Terms and Conditions you must leave the car park immediately. By entering this car park you also bind the owner of the vehicle and warrant your authority to do so.

We put you on the notice that an enforcement regime operates in this car park and we will issue a Breach Notice to any vehicle where you have failed to comply with the Terms and Conditions of this car park.

These Terms and Conditions apply from the time your vehicle enters the car park 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 car park service does not include ensuring the safety of your vehicle or its contents while it is parked here. You park here at your own risk. Do not leave valuables in the vehicle.

DEFINITIONS

“Accessible car park” means specifically designated vehicle parks which are managed using permits issued under the Mobility Park Permit Scheme.

“Agreement” means these Terms and Conditions.

“ANPR” means Automatic Number Plate Recognition cameras and parking time is calculated by the ANPR cameras from the point of entry to the point of exit.

“Breach Notice” means any notice sent to the owner of the vehicle advising of any breach of these Terms and Conditions.

“Car park” means the site on private land allocated to customer parking.

“Enforcement Regime” means that the car park will be monitored and enforced using a range of processes and tools including ANPR cameras.

“Fees” and “charges” means all amount charged by us to you.

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

“Parking bay” means the space allocated to park your vehicle.

“Parking time” means the time specified on the Pay By Plate machines.

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

“Time limit” means the limit of time you have to park your vehicle in this car park.

“Validate” means to use the payment kiosk or tablet to validate your car being on the site, even if the car park has free parking.

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

“We”, “us” and “our” means Smart Compliance Management (a division of Smart Parking Technology Limited).

OUR RESPONSIBILITIES

We agree:

1. To provide you with a place to park your vehicle if you are a genuine customer.
2. To take all reasonable care in providing our service to you.
3. To perform our obligations under the Health and Safety at Work Act 2015 and all other statutory requirements of New Zealand.

YOUR RESPONSIBILITIES

You agree:

1. To comply with all Terms and Conditions, rules and directions displayed in this car park or communicated to you by our staff.
2. That you bind the owner of the vehicle to these Terms and Conditions and warrant your authority to do so.
3. To observe all time limits in relation to your use of this car park.
4. Not to obstruct other persons or vehicles using the car park.
5. To park fully within the confines of a marked parking bay.
6. Not to use “Reserved”, “No Parking”, “Staff Parking”, “Tenant Only” or “No Stopping” areas unless authorised to do so or directed by our staff.
7. Not to park in any accessible car park (provided for people with mobility restrictions) without displaying a valid mobility parking permit.
8. Not to reside in or occupy overnight while your vehicle is in this car park unless agreed by us in writing.
9. On arrival into the car park, 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

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; OR Complete a payment transaction for a valid parking session using an approved mobile phone payment application; OR Register your vehicle on the tablet within the business you are visiting.

10. To pay, as liquidated damages, a fee of \$85 for each Breach Notice that may be issued to you for breaching the car park Terms and Conditions.
11. If you do not pay the Breach Notice within 21 days of the issue date, a further letter will be sent to advise of an additional late payment administration fee of \$20, which must be paid within 14 days of the issue date, unless an appeal is pending.
12. That if you fail to pay the Breach Notice and the administration fee by the due date as described in the further letter, you agree to pay all additional costs involved in collecting the debt, the debt being transferred to a debt collection agency and/or all legal costs solicitor/client costs relating to the collection of the debt.
13. We have the right to clamp or enter the vehicle and move it or for operational, safety and enforcement purposes. This right extends to the recovery of any unpaid Breach Notice owed by the vehicle's owner and applies to any car park managed or enforced by Smart Compliance Management.
14. That we have no liability for any loss or damage caused as a result of clamping or entering the vehicle or moving the vehicle.
15. That we have no liability for any loss or damage caused to your vehicle whilst it is in the car park.
16. To pay all costs incurred by us in enforcing our rights under this agreement, including clamping/towing, storage, release fees, fees specified in any notice, and any other costs. Costs continue to accrue until they are paid.
17. You are liable for any damage to the car park caused by you or your vehicle including any damage caused by oil or other substances which leak from the vehicle.
18. To indemnify us in respect of any claim made against us arising out of your use of the car park, or out of the use of the car park by any person driving your vehicle or otherwise with your authority.
19. We are not liable to you for any amount whatsoever exceeding the amount of fees you have paid to park in this car park.
20. We have the right to revoke your permit or ability to use the car park at any time for any reason by attaching a notice to the vehicle or by sending it to the owner of the vehicle.
21. Notwithstanding the above, regardless of whether you are the owner of the vehicle, by using this car park you hereby accept all responsibility and liability arising from the use of this car park and these Terms and Conditions.
22. Notwithstanding the above, regardless of whether you are the owner of the vehicle, by using this car park, you hereby irrevocably authorise the owner of the vehicle to release your details to us for the purposes of enforcing these Terms and Conditions.

Our Privacy Policy can be accessed online at www.smartcomply.co.nz/privacy-policy

