

Milford Sound Tourism Ltd Carpark

TERMS AND CONDITIONS

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

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

"Agreement" means these terms and conditions.

"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.

"Carpark" means the space allocated to you to park your vehicle.

"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" and "charges" means all amounts charged by us to you.

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

"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 carpark.

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

"We", "our" and "us" means Milford Sound Tourism Ltd and any of its contractors, employees or agents.

OUR RESPONSIBILITIES

We agree:

1. 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.

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 carpark 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 carpark
4. not to obstruct other persons or vehicles using the carpark
5. to only park in allocated car parking bays
6. not to use "reserved", "no parking" or "no stopping" areas unless authorised to do so or directed by our staff
7. not to park in any accessible carpark (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 carpark unless agreed by us in writing.
9. 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
to obtain 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
10. to pay, as liquidated damages, any charge or unpaid parking fee and an administration fee of \$35.00 for each Breach Notice that may be issued to you for breaching the carpark Terms and Conditions
11. if you do not pay the Breach Notice within 21 days of the issue date, we will issue a follow-up letter and you further agree to pay the Administration Fee of \$20.00
12. that 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, 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 carpark managed or enforced by Milford Sound Tourism Ltd, Intellico.co.nz Ltd or LPR Enforcement Services Ltd.
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 carpark
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 carpark caused by you or the 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 carpark, or out of the use of the carpark 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 paid to park in this carpark

20. 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
21. Notwithstanding the above, regardless of whether you are the owner of the vehicle, by using this carpark you hereby accept all responsibility and liability arising from the use of this carpark and these terms and conditions
22. Notwithstanding the above, regardless of whether you are the owner of the vehicle, by using this carpark, you hereby irrevocably authorise the owner of the vehicle to release your details to us for the purposes of enforcing these terms and conditions

This carpark is enforced by LPR Enforcement Services Limited.

Contact email: milfordsound@LPR.co.nz Phone +64 (03) 2880532