

SYLVIA PARK

# VALET PARKING

## SERVICE

### SYLVIA PARK VALET PARKING TERMS AND CONDITIONS

By using our valet parking services you agree to the following terms and conditions:

1. In respect of the vehicle you present to us (the Vehicle) you represent and warrant that, you are either:
  - (a) the owner of the Vehicle; or
  - (b) you are the authorised agent of the owner of the Vehicle and are authorised by the owner of the Vehicle to bind the owner to these terms and conditions.
2. You acknowledge our current schedule of valet parking costs is available at the entry to the valet parking service and online, and have been read and understood by you.
3. We do not agree to accept any goods kept in the Vehicle for safe custody and do not accept responsibility for the same.
4. You shall receive a valet voucher on entry.
5. You shall be charged from the time you receive a valet voucher until the voucher is returned, or suitable evidence, as outlined in paragraph 7, is produced and accepted by us.
6. We may move and drive the Vehicle to any place we deem fit for parking.
7. We may release the Vehicle without liability to any person:
  - (a) producing a valid valet voucher; or
  - (b) offering other evidence of ownership or authority or entitlement to receive the Vehicle that we deem satisfactory.
8. We may retain the Vehicle until a valid valet voucher is produced or a person offers such other evidence of ownership or authority or entitlement to receive the Vehicle that we deem satisfactory.
9. Valet parking charges will be payable by you in respect of the period from when we issue the valet voucher until the voucher is produced to us or a person offers such other evidence of ownership or authority or entitlement to receive the Vehicle that we deem satisfactory.
10. To the fullest extent permitted by law, we shall not be liable to you whether in negligence, tort, contract or otherwise, whatsoever for any losses, liabilities, suits, judgments, claims, costs (including legal costs), damages or expenses arising from:
  - (a) loss, destruction, theft of or damage to, the Vehicle or any personal belongings/articles left inside the Vehicle; or
  - (b) any consequential, incidental or indirect loss or damages, loss of profits or revenues, or diminution of value arising from or in connection with, the valet parking service even if we have been advised of the possibility of such loss or damage.
11. We may record the registration plate details and photographic images of the Vehicle. This information is collected to enable the parties to assess any damage made to the Vehicle while in our possession only and will not be used for any other purpose.
12. You shall be liable for and agree to indemnify us from and against all losses, liabilities, suits, judgments, claims, costs (including legal costs), damages and expenses arising out of or in connection with the Vehicle, its accessories or contents including personal injury to or death of any person or any injury or damage to property except to the extent that such losses are directly caused by our negligence or wrongful act or omission.
13. These terms and conditions, including any limitation of liability and indemnities, apply to and are for the benefit of any and all of our related companies, subcontractors, agents, employees and representatives to the same extent as they apply to us.
14. We are entitled at our sole discretion to subcontract, on any terms, the whole or any part of our rights and obligations under these terms and conditions (the Service).
15. We reserve the right to vary these terms and conditions from time to time at our sole discretion. No related company, subcontractor, agent, employee or other representative of ours shall have any authority to vary these terms and conditions.
16. Personal information you provide to us in connection with the Service is recorded by or for us and may be passed between us, our subcontractors and third party agencies in order to provide the Service, conduct marketing activities and research, or to facilitate the operation of the Service. When you provide personal information to us in connection with the Service, you are deemed to have consented to the collection, storage, disclosure and use of such personal information by us in the manner described in these terms and conditions. We will always comply with the Privacy Act 1993 (New Zealand) and any other applicable New Zealand laws.
17. Both parties acknowledge that where all, or any of, the valet parking services are acquired by you for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the valet parking services.
18. We have no liability to you if we are prevented from, or delayed in, performing, the Service by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
19. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.
20. "We", "us", "our" etc., means Sylvia Park Business Centre Limited and/or any third party subcontracted to supply the Service on behalf of Sylvia Park Business Centre Limited.