

CONDITIONS OF PARKING

This Carpark is our private property. These conditions apply to all users of this Carpark. If you do not accept these conditions then you must immediately leave this Carpark. Entry to this Carpark constitutes your agreement to the following conditions:

Parking Fees

- You agree to pay the current fee set by us for each time your vehicle enters this Carpark. The current fee is displayed at the entry to this Carpark.
- You must retain the ticket provided to you on entry to this Carpark. If you lose or damage the ticket, the maximum daily rate for parking will become payable.
- We may prevent the exit of your vehicle from this Carpark until the applicable fee for the use of this Carpark is paid.

Your Use of the Carpark

- You may use this Carpark at your own risk. We are not liable to you or any other person for any theft, loss or damage to vehicles or any items left in your vehicle. We may refuse entry of any vehicle or person.
- While in this Carpark you must comply with all signs and all directions and requests made by us.
- You may remove, or have access to, a vehicle from this Carpark only during the opening hours of the Carpark as displayed in this Carpark.
- Your vehicle must be parked wholly within one marked bay.
- You must not park in a parking bay marked "Mobility Parking" or some similar designation unless your vehicle displays a current mobility pass.
- You must not park in a parking bay marked "Reserved" or "No Parking" or any other designation that indicates the marked bay is not for general use.
- You must not park in a parking bay marked "Caregiver Parking" or some similar designation unless accompanied by a child(ren) under the age of 5 years.
- Vehicles using this Carpark must be passenger vehicles that are roadworthy, have a current warrant of fitness and motor vehicle registration and not place this Carpark, or any persons or other vehicles at risk.
- You are liable for any damage to this Carpark or any other vehicle, property or person caused by you and/or your vehicle.
- You must not spill oil or any harmful substance in this Carpark.
- You must not carry out any repairs or maintenance to any vehicle or clean any vehicle in this carpark.
- You must not obstruct any vehicle or person.

Our Liability & Rights

- We are not responsible for any damage to any vehicle (or other property or person) suffered, while using this Carpark or in exercise of our rights under these conditions.
- We have a general lien over, and the right to retain, your vehicle as a security for any money you owe us.

Indemnity

- You agree to indemnify us in respect of any claim made against us, and any expenses incurred by us, as a consequence of, in relation to, or in any way arising out of your vehicle or your use of this Carpark.

Right to clamp or move your vehicle

- We have the right, at any time and at our discretion, to clamp or move your vehicle (including moving it to any location outside this Carpark and store it at your cost), even if your vehicle is locked. If we move your vehicle, these conditions continue to apply to it.
- If we choose to, we have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle which, in our opinion, is satisfactory. If we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person to whom we deliver the vehicle does not have your authority.
- If your vehicle is parked in this Carpark for a consecutive 72 hours or more we may clamp or remove and store it at your cost.

General Conditions

- We may alter these conditions by posting replacement terms in the Carpark at any time.
- Our Carparks are all non-smoking.
- If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
- Our obligations in these conditions are subject to all laws including the Consumer Guarantees Act 1993.
- In these conditions references to:
 - (a) 'we', 'us' and 'our' mean Kiwi Property Group Limited, Level 14, DLA Piper Tower, 205 Queen Street, Auckland, New Zealand, its employees, agents and independent contractors and the owner of this Carpark;
 - (b) 'your vehicle' includes a vehicle driven, or intended to be driven, by you into this Carpark;
 - (c) 'you' means each user of this Carpark.

For all enquiries regarding use of this Carpark telephone 07 839 8563