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Wilson Parking Terms and Conditions

Last updated : 1 November 2019

Terms and Conditions

1.1 **Terms and Conditions** means these terms and conditions as may be amended by the Company from time to time.

2 Acceptance and Alteration of Terms and Conditions

2.1 These Terms and Conditions shall apply to the provision of all services by the Company to the Customer.

2.2 The Company may vary the terms and conditions contained in this Agreement by adding, altering or deleting any of them after expiry of the Minimum Term.

2.3 Any new terms and conditions will be binding on the Customer, upon the Company giving the Customer one (1) month's written notice of the new terms and conditions.

3 Parking Fees & Charges

Monthly Parking Fee

3.1 The Monthly Parking Fee is payable to the Company monthly in advance on the first day of the month.

3.2 The Company may vary the Monthly Parking Fee at any time following the expiry of the Minimum Term by giving the Customer one (1) month's written notice of the variation.

Method of Payment

3.3 All payments must be made by direct debit or by credit card unless otherwise expressly agreed by the Company in writing.

3.4 Payment by any method other than direct debit or credit card will incur a Manual Payment Fee per transaction as stated in the Schedule of Fees.

3.5 If paying by credit card, a Credit Card Transaction Fee applies as stated in the Schedule of Fees.

Other Fees and Charges

3.6 If it is necessary to tow or relocate the Parker's vehicle, a Relocation/Towing Administration Fee as stated in the Schedule of Fees will apply in addition to any applicable towing charge.

3.7 Following termination of this Agreement, if the Customer continues to make payments to the Company in circumstances where there is no Amount Payable, and/or the Company is unable to return any credit balance to the Customer, the Company may charge the Customer the fees in accordance with Clauses 6.8 and 6.9 of this Agreement and as stated in the Schedule of Fees.

3.8 If the Customer loses or damages any Access Device or fails to return any Access Device following termination of the Agreement, the Customer will be charged a fee in accordance with Clause 10.4 and as stated in the Schedule of Fees.

3.9 The Customer will be charged a Dishonoured Payment Fee as stated in the Schedule of Fees in respect of any payment which is dishonoured.

3.10 If the Customer requests the Company to perform any service not mentioned in this Agreement, including provision of copies of previous monthly statements issued by the Company, or do anything else involving the expenditure of time or money by the Company, through no fault of the Company, the Company may charge the Customer a reasonable administration fee for the provision of that service. The Standard Administration Fee as a minimum will be charged to the customer as stated in the Schedule of Fees.

4 Bay Allocation, Use and Access

4.1 The respective numbers of Reserved Bays, Unreserved Bays and Reserved Peak Parking bays available for use by the Customer are specified in the Schedule. These are available for the Customer's use on the following basis:

(a) Reserved Bays: The Customer has use of designated Reserved Bays. The location of the designated Reserved Bays will be advised to the Customer from time to time.

(b) Unreserved Bays: The Customer has use of bays within the area available for Unreserved Parking but does not have designated use of any particular bay.

(c) Reserved Peak Parking (RPP): The Customer has use of designated Reserved Bays only between those hours as stated in the Schedule. Outside of these hours it has use of any Unreserved or Reserved Peak Parking bay.

4.2 The Company may temporarily allocate a substitute bay if a Reserved Bay or Unreserved Bay is unavailable from time to time for any reason (including as a result of unauthorised use by another person) in the Car Park or in another nearby parking site should there be no available bays in the Car Park.

4.3 The Company has the right to substitute any bay(s) designated to the Customer with any other bay(s) in the Car Park or in another nearby parking site by giving the Customer one month's notice in writing.

4.4 If the Property Owner temporarily restricts access to the Car Park or any part of it, the Company will endeavour to: (a) provide the Customer, where possible, with at least three (3) full days' notice of the restricted access, and (b) provide alternative parking options for the period of restricted access, but does not guarantee that this will occur.

4.5 If the Customer has failed to pay the Amount Payable by the due date, the Company may prevent access to the Car Park by any Parker until all payments are brought up to date.

5 Additional Parking

5.1 This Agreement will apply to any additional parking bays in the Car Park provided by the Company to the Customer from time to time.

6 Terminations

6.1 Subject to clauses 6.2 and 6.4 below, this Agreement may be terminated by either party giving one (1) month's written notice to the other at any time, providing that this Agreement continues for the Minimum Term

Termination by the Customer

6.2 In the event that the Customer terminates this Agreement, the Customer must complete the Company's Standard Online Termination Form, either online at customer@wilsonparking.co.nz or in person at a Company office. Termination by the Customer will only be effective once the Company's Standard Online Termination Form has been completed and submitted by the Customer.

6.3 The Company will provide confirmation of the Termination Date within seven (7) days of receipt of the completed Standard Online Termination Form. If the Customer has not received confirmation within ten (10) days of providing the Standard Online Termination Form, the Customer should contact the Company at customer@wilsonparking.co.nz or by phoning 0800 472 754.

Termination by the Company

6.4 The Company may, at any time, terminate the Agreement immediately by written notice:

- if the Customer fails to pay the Amount Payable by the due date;
- if the Customer is subject to the appointment of a receiver, manager, liquidator, administrator, statutory manager, or the Official Assignee, or commits an act of bankruptcy, or is otherwise insolvent or deemed insolvent;
- if the Customer or any Parker does not comply with the Conditions of Entry displayed in the Important Notice at the entrance to and/or throughout the Car Park, or engages in wilful damage or any other illegal activity in or around the Car Park.

Actions upon Termination

6.5 Upon Termination, the Company will:

- Direct debit/charge against the Customer's credit card any Amount Payable and/or offset it against any credit balance;
- Where there is no further Amount Payable, cancel the Customer's direct debit and/or credit card payments;
- Where applicable, require immediate payment of any Amount Payable;
- Provide the Customer with a record of any credit balance in respect of the Customer's account and make payment of this amount to the Customer provided that the Customer has provided adequate payment directions.

Termination administration fees and charges

6.6 The Customer agrees to return all Access Devices to the Company within seven (7) days of the Termination Date.

6.7 If the Customer fails to return the Access Devices, the replacement fees in accordance with Clause 10.4 of this Agreement will apply.

6.8 If the Customer continues to make any payments that are not due and owing after the Termination Date, the Standard Administration Fee as stated in the Schedule of Fees, or part thereof, will apply per month.

6.9 If the Company is unable to return any credit balance to the Customer following the Termination Date, the Standard Administration Fee as stated in the Schedule of Fees, or part thereof, will apply per month.

6.10 If the Customer requires a balance check following the Termination Date, the Standard Administration Fee as stated in the Schedule of Fees will apply.

6.11 Should any Parker continue to use the Car Park beyond the Termination Date the Company shall be liable to pay the Company the maximum ordinary daily parking tariff then charged by the Company at the Car Park for every twenty-four (24) hour period the Parker continues to use the car park beyond termination date.

6.12 The above termination administration fees and charges may be direct debited or charged against the Customer's credit card or against any credit balance.

7 Assignment

7.1 This Agreement is personal to the Customer and the Customer may not assign any rights or obligations under this Agreement without the prior written consent of the Company. The Customer must not:

- Sub licence or allow any other person to occupy the bays licensed to it under this Agreement;
 - assign, novate or transfer or otherwise deal with any rights or obligations under this Agreement; or
 - enter into any arrangement which would facilitate any of these things, without the prior written consent of the Company.
- 7.2 The Company is entitled at any time to assign its rights under the Agreement.

8 Duties of the Customer

8.1 The Customer agrees to allow the Company access to any part of the Car Park at any time for the purpose of inspecting it, doing any necessary repairs or for any other reasonable purpose.

8.2 The Customer agrees to observe and conform to all the rules and regulations relating to the use of the Car Park, including the Conditions of Entry and Health and Safety Requirements displayed in the Important Notice at the entrance to and/or throughout the Car Park, as issued by the Company from time to time. The Customer warrants that any Parker will do the same.

8.3 The Customer agrees to use the Car Park only during the Customer Access Hours.

8.4 Where this Agreement relates to more than one bay, the Customer agrees to maintain records of the relevant Access Devices and corresponding Parker details and make them available to the Company when requested.

8.5 The Customer agrees to indemnify the Company in respect of any acts or omissions of the Parker(s) it expressly or impliedly permits to use the Car Park.

8.6 The Customer agrees to ensure the Company possesses its current contact information comprising an email address and phone number as a minimum.

8.7 The Customer agrees to inform the Company of the Vehicle Registration Plate number of any car parked in the Car Park by any Parker.

9 Initial Payments

9.1 Prior to the Commencement Date, the Customer must pay to the Company the first Monthly Parking Fee, the fee for any Access Device, and any other charges (as applicable).

10 Access Device(s)

10.1 The Customer agrees to be responsible for the care and maintenance of each Access Device allocated to the Customer.

10.2 The Customer agrees to pay for the replacement of a lost or damaged Access Device, as stated in the Schedule of Fees

10.3 All Access Devices are to be returned to the Company within seven (7) days of the Termination Date.

10.4 If any Access Device is not returned within seven (7) days of the Termination Date, the Access Device will be deemed to be lost and a replacement charge will be levied against the Customer's account as stated in the Schedule of Fees.

10.5 The Parker will, if not in possession of a valid Access Device/s when entering or leaving the Car Park, be liable to pay the Company the displayed ordinary parking tariff then charged by the Company at the Car Park.

11 No Safe Custody

11.1 No employee, agent or contractor of the Company has authority to accept any goods for safe custody.

11.2 The Company will not be liable for any loss of, or damage to, any article alleged to have been left with the Company or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.

12 Waiver

12.1 No time or other indulgence granted by the Company to the Customer will constitute a waiver of any of its rights under this Agreement or at law, and the Customer will not be precluded from exercising any such rights against the Customer.

13 Relationship

13.1 Nothing in this Agreement creates or will be construed as creating any tenancy or conferring any interest upon the Customer by way of Lease or otherwise in the Car Park or any part of it and the Customer will not register any caveat or other interest against the Car Park.

14 Force Majeure

14.1 The Company will not be liable for failure to perform its obligations under this Agreement due to any act of God, force majeure, or if the cause of the failure is otherwise beyond the Company's control.

15 Conditions of Entry and Exclusion of Liability

15.1 This part of these terms and conditions apply to any contract between you and the Company and between you and the Car Park proprietor, relating to the use of the/a car park space at a Car Park

15.2 The Conditions of Entry and Health and Safety Requirements displayed on the Important Notice at the entrance to and/or throughout the Car Park are incorporated in this Agreement and apply to this Agreement as if they were set out in full.

15.3 In the case of any inconsistency between this Agreement and the Conditions of Entry, this Agreement will prevail.

15.4 You are liable for any damage to the Car Park caused by you or your vehicle.

15.5 The vehicle will remain solely at your risk while it is at the Car Park.

15.6 The Company and the Car Park proprietor cannot guarantee the security of your vehicle or its contents.

15.7 Except as provided by the Consumer Guarantees Act 1993, the Fair Trading Act 1986 or otherwise at law, the liability of the Company and the Car Park proprietor 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, will be limited to providing a refund of the amount paid by you for the Car Park Pass which relates to the service giving rise to the liability.

15.8 We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request.

15.9 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.

16 Consequences of Breach

16.1 If the Customer is in default of making payment of the Amount Payable, interest at 10% per annum will be payable until the default is remedied.

16.2 If any Amount Payable remains unpaid after the due date, the Company may terminate this Agreement immediately upon written notice in accordance with Clause 6.4(a) or prevent access to the Car Park until all outstanding payments are brought up to date.

16.3 The Company may also terminate this Agreement immediately by notice in writing for any other breach of this Agreement which has not been rectified within a reasonable time as required by the Company.

16.4 If the Customer breaches the Agreement, the Customer will be liable for all of the Company's costs, including any costs in recovering any Amount Payable, plus any debt collection or enforcement charges and legal costs on a solicitor and client basis.

17 Information and Privacy Act 1993

17.1 The Customer authorises the Company to obtain information about the Customer from any third parties in the course of its usual business activities, and the Customer consents to any third parties releasing that information to the Company.

17.2 The Customer authorises the Company to hold all information given by the Customer or any third parties to the Company.

17.3 The Customer authorises the Company to give any information it has about the Customer to any debt collection agency or any third parties in the course of the Company's usual business, or to facilitate collection of debts from the Customer.

17.4 Such information will be collected, held, and used on the condition that:

- (a) It will be held securely at the Company's registered office, on a secure server or in a secure archive facility;
- (b) It will be accessible to any of the Company's employees and agents who need access to it for the efficient running of the Company's business; and
- (c) The Customer may request access to and correction of it at any time.

18 Schedule of Fees

Manual Payment Fee (per transaction)	\$20
Relocation/Towing Administration Fee	\$45
Dishonoured Payment Fee	\$20
Standard Administration Fee	\$30
Credit Card Transaction Fee	2%
Skidata Access Card or Window Pass Issue or Replacement Fee	\$25
Remote, Remote Tags or Proximity Card Replacement Fee	\$150

19 Notices

Customer Notices

19.1 The Customer agrees to give the Company any notice it is required to give to the Company in writing.

19.2 The Customer's Notice must be delivered or posted or sent by facsimile or by email to the Company's contact details as set out in the Schedule, unless the Company has advised the Customer otherwise in writing.

Company Notices

19.3 The Company agrees to give the Customer any notice it is required to give the Customer in writing.

19.4 The Company's Notice must be delivered or posted or sent by facsimile to the Customer's street or postal address or facsimile number or email address as set out in the Schedule, unless the Customer advises the Company otherwise.

19.5 Notice will be treated as having been given:

- (a) if delivered, on the date that it is delivered; or
- (b) if emailed, on the date it is emailed; or
- (c) if posted, two working days after being posted; or
- (d) if sent by facsimile, when the sender received a confirmation of fax at the end of transmission.

20 Severability

20.1 If any provision of this Agreement is deemed invalid, void, illegal, unfair, or unenforceable, the Agreement will remain in full force apart from such provision which will be deemed deleted.

21 Entire Agreement & Governing Law

21.1 This Agreement constitutes the entire agreement between the parties and any prior representations or agreements are expressly excluded.

21.2 This Agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand