

MONTHLY PARKING TERMS AND CONDITIONS

PART A: SUBSCRIPTION PARKING TERMS

1 Structure of these Terms and Conditions

These Terms and Conditions are set out in two Parts:

- Part A (Subscription Parking Terms); and
- Part B (General Terms).

2 Acceptance of Terms and Conditions

- 2.1 By entering into an Agreement with us, you agree to and accept these Terms and Conditions.
- 2.2 These Terms and Conditions apply from the time you enter the Agreement with us or from the moment you enter the car park for subscription parking purposes, whichever occurs first.
- 2.3 For the avoidance of doubt, these Terms and Conditions apply to any substitute parking provided by us to you from time to time.

3 Fees

- 3.1 You agree to pay us the Subscription Parking Fee, the Administration Fee, elected Add On's such as Subscription+ and any other reasonable administrative fees for our parking services.
- 3.2 We may vary the Subscription Parking Fee at any time:
- 3.2.1 Following the expiry of the Minimum Term, by giving you one month's written notice of the variation; or
- 3.2.2 Immediately on expiration of any promotional period agreed upon at the commencement of the Agreement.
- 3.2.3 If you are subscribed to Subscription+, we reserve the right to change the additional session parking fees without prior notice. These fees are fixed at rates equivalent to the current ParkMate Earlybird rate. Any changes to the parking rates in the car park will also result in changes to Subscription+ rates, which can be viewed at the car park or on the ParkMate app.
- 3.3 If your Access Device is lost, damaged, or not returned to us, you agree to pay the following replacement fee (**Replacement Fee**):
- 3.3.1 Skidata Access Card or Window Pass: \$35.00;
- 3.3.2 Remote, Remote Tags or Proximity Card: \$150.00.
- 3.4 If you request for us to perform any service not mentioned in the Agreement, including provision of copies of previous monthly statements issued by us, or do anything else

involving the expenditure of time or money by us (through no fault of ours), we may charge you a reasonable administration fee for the provision of that service.

4 Payment Process

- 4.1 Prior to the commencement date under the Agreement, you must pay to us the first Subscription Parking Fee, the Administration Fee, and any other charges (as applicable).
- 4.2 The Subscription Parking Fee is payable to us monthly in advance on the first day of each month.
- 4.3 Should you elect the Subscription+ service an invoice will be produced on a monthly basis on the last day of each month containing that months transaction charges. This is due on the first day of the following month and charged as part of your Subscription Parking fee
- 4.4 All payments must be made by direct debit or by credit card unless otherwise expressly agreed by us in writing. If paying by credit card, a credit card transaction fee of 2% applies.

5 Default of Payment

- 5.1 In the event that your credit card transaction declines or dishonours, we reserve the right to re-process the transaction and charge an additional fee of \$30.00 in respect of our administrative costs in re-processing the transaction.
- 5.2 If you are in default of making payment, interest calculated at 15% per annum will be payable for the period between the due date for payment until the default is remedied.
- 5.3 If any amount payable remains unpaid after the due date, we may terminate the Agreement immediately upon written notice or prevent access to the car park until all Outstanding Debt is brought up to date.
- 5.4 You acknowledge that the above terms are reasonably necessary to cover our reasonable costs administration and to protect our legitimate business interests in encouraging compliance with and addressing non-compliance with, these Terms and Conditions.

6 Bay Allocation

- 6.1 If you have the use of a designated Reserved Bay, Unreserved Bay, or Reserved Peak Parking, the location of the bay will be advised to you by us from time to time. We may permanently substitute any bay designated to you for another bay in the car park or in another nearby parking site by providing not less than one month's written notice.
- 6.2 We may temporarily allocate a substitute bay if the Reserved Bay or Unreserved Bay is unavailable from time to time for any reason, with the substitute bay being either in the same car park or in another nearby parking site should there be no available bays in the same car park.
- 6.3 If access to the car park is temporarily restricted, we will endeavour to:

- 6.3.1 provide you with at least three full days' notice of the restricted access; and
 - 6.3.2 provide alternative parking for the period of restricted access, but we do not guarantee that alternative parking will be available.
- 6.4 In the event that the carpark is needed for Event Parking, we shall make reasonable efforts to:
 - 6.4.1 notify you of the restricted access at least three full days in advance; and
 - 6.4.2 offers alternative parking options upon your request during the period of restricted access, but we do not guarantee that alternative parking will be available.

7 Access Device

- 7.1 You agree to be responsible for the care and maintenance of each Access Device.
- 7.2 If any Access Device is lost, damaged, or not returned, you agree to pay us the Replacement Fee for each such Access Device.
- 7.3 You agree to maintain records of each Access Device and your corresponding vehicle registration plate details on the Customer Portal.

8 Customer Duties

- 8.1 You agree to allow us to access any part of the car park at any time for the purpose of inspecting it, doing any reasonable repairs, or for any other reasonable purpose.
- 8.2 You agree to update the Customer Portal with your Vehicle registration plate details and to update these details for any Vehicle parked by you in the car park.
- 8.3 You agree to ensure that the Customer Portal contains your current contact information, comprising of an email address and phone number as a minimum.

9 Liability

In accordance with Part B (General Terms) below, our liability is limited to providing a refund of the specific parking fee paid by you for the parking service giving rise to the liability. In the case of subscription parking, this means the Subscription Parking Fee is paid for the relevant month.

10 Termination

- 10.1 We may, at any time, terminate the Agreement immediately by written notice:
 - 10.1.1 if you fail to pay the Subscription Parking Fee by the due date;
 - 10.1.2 if you are 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; or

- 10.1.3 if you do not comply with these Terms and Conditions or if you engage in wilful damage, or any other illegal activity in or around the car park.
- 10.2 Subject to clause 10.3, the Agreement may be terminated by either party by providing not less than one month's written notice, provided that the Agreement continues for the Minimum Term.
- 10.3 If you wish to terminate the Agreement under clause 10.2:
 - 10.3.1 You are required to initiate the termination request through the Customer Portal or by email to your designated local sales team (as specified in the Agreement).
 - 10.3.2 The termination shall be deemed valid and processed only upon successful completion of all necessary online steps, including the submission of the termination request, confirmation of termination by us, and payment of any outstanding payments in accordance with clause 10.4.
 - 10.3.3 We will provide confirmation of the termination within three working days of receipt of the termination request. If you have not received confirmation within three working days of initiating the termination process, you should contact your local sales team (as specified in the Agreement).
- 10.4 Upon termination you agree to pay all outstanding payments and return any Access Device to us within seven days of termination. If you fail to return the Access Device, you will be charged and must pay the Replacement Fee.

11 Notices

- 11.1 You agree to give us notice in writing as and when required by these Terms and Conditions. You shall deliver notice to us through either the Customer Portal or by physical delivery, email, or post unless we have provided written notice to you indicating an alternative method of notice delivery.
- 11.2 We agree to give you notice in writing and as required by these Terms and Conditions. We shall provide notice to you by email or post to the address specified by you on the Customer Portal unless you have provided written notice to us indicating an alternative method of notice delivery.
- 11.3 Notice will be treated as being given:
 - 11.3.1 if physically delivered, on the date that it is physically delivered; or
 - 11.3.2 if emailed, on the date it is emailed; or
 - 11.3.3 if posted, two working days after being posted.

12 Assignment

- 12.1 The Agreement is personal to you, and you may not assign any rights or obligations under this Agreement without our prior written consent. You must not:
 - 12.1.1 sublicence or allow any other person to use or occupy any of the bays allocated to you under the Agreement;

- 12.1.2 assign, novate, or transfer or otherwise deal with any rights or obligations under the Agreement; or
- 12.1.3 enter into any arrangement which would facilitate any of the above without our prior written consent.
- 12.2 We are entitled at any time to assign or transfer our rights and obligations under the Agreement.

13 Definitions

- 13.1 In these Terms and Conditions, the terms used have the meanings defined in Part B (General Terms) below.
- 13.2 In addition, in these Terms and Conditions, unless the context requires otherwise:

Access Device means the device (such as an access card, remote, proximity card, or DKS Key) provided to you at or around the commencement of the Agreement (and including any replacement device provided).

Administration Fee means the standard administration fee of \$30.00.

Agreement means the *Car Park Licence Schedule* for subscription parking between you and us.

Customer has the meaning defined in Part B (General Terms) and also includes the purchaser of subscription parking services.

Customer Portal means the secure online platform for authorised interactions between us and customers, accessible at:
<https://customerportal.wilsonparking.co.nz/Account/SignIn>.

Event Parking means the operation of the car park with event parking rates when a large event takes place near the car park.

Minimum Term means any minimum term specified in the Agreement.

Subscription+ is an elective add-on to the subscription service, allowing you to park additional vehicles than assigned under your agreement. These additional vehicle transactions are charged as per the fees and payment terms in this agreement

Replacement Fee means the replacement fee for an Access Device, as set out in clause 3.2.3.

Reserved Bay means the bay provided by us to you under the Agreement.

Reserved Peak Parking means the bay provided by us to you under the Agreement only between the hours specified in the Agreement.

Subscription Parking Fee is the agreed amount applicable to subscription parking, calculated in accordance with the Agreement.

Unreserved Bay means any of the bays within the area available for unreserved parking.

Any reference to **month** or **monthly** will mean, respectively, calendar month or calendar monthly.

Part B: General Terms

14 Definitions and Interpretation

14.1 In these Terms and Conditions unless the context requires otherwise:

Add On's refer to any product you agree to or add to your existing agreement

Claim includes any claim for Damage, loss, or compensation, and any demand, remedy, liability, or action.

Customer means the driver of a Vehicle entering the car park.

Damage includes any direct, indirect, consequential, and special damage.

Notice means parking enforcement breach notice.

Outstanding Debt includes any unpaid parking fees and/or unpaid Notices.

Terms and Conditions means these terms and conditions, as amended from time to time by us.

Vehicle includes its accessories and contents. The phrase "**your Vehicle**" means the Vehicle in which you enter the car park, whether or not the Vehicle is owned by you.

we, our, and us means Parking Enforcement Services, a division of Wilson Parking New Zealand Limited, and includes any of Wilson Parking New Zealand Limited's employees, agents, and independent contractors.

you and your is a reference to you, the Customer.

14.2 In the event of any ambiguity, inconsistency, or conflict between the provisions of Part A and Part B (General Terms) of these Terms and Conditions, the provisions of Part A shall prevail.

14.3 Reference to **dollars** and **\$** refers to New Zealand dollars (NZ\$) unless specifically stated otherwise.

15 You agree to comply with the following rules

15.1 You agree to:

15.1.1 observe and conform to all rules or directions displayed in the car park and to comply with all relevant laws and regulations relating to the use of the car park;

15.1.2 not obstruct other persons or vehicles using the car park and you agree not to abandon your Vehicle in the car park;

- 15.1.3 not park in any car park marked “reserved” unless you possess a legal license or lease to park in that car park bay, or any area marked “no parking” or outside of the line-marked parking bays;
 - 15.1.4 not park in a mobility bay without a current mobility window pass displayed;
 - 15.1.5 not park in any bay unless you have completed payment and hold a valid parking right;
 - 15.1.6 not park in any bay unless you have been authorised to park in that car park bay.
- 15.2 You warrant that your Vehicle has a current warrant of fitness and registration, is roadworthy and is able to be driven under its own power and will not present any danger or risk to other vehicles or persons or the car park.

16 Breach Notices

- 16.1 You agree that, if you have breached any of these Terms and Conditions, you have parked unlawfully and without authority. You agree we may issue, or send by post, to you, a Notice requiring you to pay within 21 days a sum no greater than \$85.00, plus costs to accept your payment, which are the reasonable costs of enforcing these Terms and Conditions.
- 16.2 If you are issued with a Notice and you do not pay the sum specified in that Notice within 21 days of the date of the Notice, then we will send a reminder Notice, and you agree to pay the further sum of \$20.00, plus costs to accept your payment, being our reasonable administrative cost in sending the notice.
- 16.3 If you are issued a reminder Notice and you do not pay the sums specified within 7 days of the dates of the reminder Notice, you agree that:
- 16.3.1 we may use a debt collection agency to enforce payment of the sums owing by you, together with the cost of such debt collection; and
 - 16.3.2 you will be liable for any costs and expenses incurred by us to enforce payment of the money owing by you, including our solicitor/ client costs.
- 16.4 If you receive a Notice and wish for it to be waived due to substantive reasons, you must notify us within 10 (ten) working days to request the waiver, The Notice should be accompanied by a signed declaration explaining in detail why the waiver is necessary setting out the circumstances in detail. Please note that if the request for waiver has not been received timeously and the Notice has escalated to debt collection, an additional fee of \$30 will be applied.
- 16.5 If you wish to appeal any Notice you have been issued or sent, please visit www.pesnz.co.nz/appeals.
- 16.6 You acknowledge that the above terms are reasonably necessary to cover our reasonable costs of enforcement and administration and to protect our legitimate business interests in encouraging compliance with and addressing non-compliance with, these Terms and Conditions.

17 If your Vehicle is towed

- 17.1 You agree that if you breach any of these Terms and Conditions, as an alternative to us issuing you with a breach Notice, or if your Vehicle has repeatedly breached these Terms and Conditions and/or has multiple outstanding breach Notices, we may remove your Vehicle from the car park by having it towed at your own risk and expense.
- 17.2 If your Vehicle is towed, you agree that we may hold your Vehicle until either:
- 17.2.1 the Outstanding Debt, plus any fees under clause 17.4, have been paid in full; or
 - 17.2.2 you enter into a payment plan with us to pay off the Outstanding Debt, plus any fees under clause 17.4, within 28 days of your Vehicle being towed.
- 17.3 If you do not enter into a payment plan within 28 days of your Vehicle being towed, you accept the risk that the towing company may sell your Vehicle in order to offset the costs that it has incurred that are associated with your breach.
- 17.4 If your Vehicle is towed, you agree that your Vehicle will be released only upon payment of the release fee from the towing company and our relocation / towing administration fee of \$45, in addition to payment of any Outstanding Debt owed by you to us.
- 17.5 You acknowledge that the above terms are reasonably necessary to cover our reasonable costs of enforcement and administration and to protect our legitimate business interests in encouraging compliance with and addressing non-compliance with, these Terms and Conditions.

18 Responsibility for Damage and Injury

- 18.1 You agree that you will be liable for any Damage to the car park caused by you or your Vehicle.
- 18.2 Your Vehicle will remain solely at your risk while it is in the car park.
- 18.3 While we shall take all reasonable care, we cannot guarantee the security of your Vehicle or its contents.
- 18.4 Except to the extent provided by the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or otherwise at law, our liability for any Claim by you or any other person, including (but not limited to):
- 18.4.1 any Claim for loss or Damage to your Vehicle; or
 - 18.4.2 for loss or Damage to the contents of your or any other vehicle; or
 - 18.4.3 resulting from using the car park or being unable to use the car park; or
 - 18.4.4 for negligence or personal injury or otherwise,
- will be limited to providing a refund of the specific parking fee paid by you for the parking service giving rise to the liability. This limitation applies even if we are negligent or in breach of these Terms and Conditions.

- 18.5 We accept no liability for any loss or Damage to any article left in our custody or control. Our personnel are not authorised to accept any of your possessions for safe custody, except the keys to your Vehicle where possession of your Vehicle is taken at our request.
- 18.6 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.
- 18.7 You acknowledge that the above terms are reasonably necessary to protect our legitimate business interests in connection with these Terms and Conditions, including to encourage compliance with, and performance of, these Terms and Conditions.

19 Automated License Plate Recognition (LPR)

- 19.1 Automated Licence Plate Recognition (LPR) is a feature within Subscription+ that automatically detects when you exceed your allocated parking bay, applying additional charges to your account.

Here is an overview of LPR, how to use it effectively, and important terms and conditions to be aware of:

- 19.2 Car parks with LPR technology automatically record the licence plate details of vehicles entering and exiting the carpark. LPR connects your vehicle's number plate with your Subscription+ account.
- 19.3 Once on-site cameras authenticate your vehicle's licence plate, your vehicle is linked to your account. If you remain within your allocated bays, no further action is needed. Exceeding bays, triggers an automatic session addition to your account. Please note that Subscription+ cannot guarantee that the LPR cameras will always recognise your vehicle's licence plate.
- 19.4 Subscription+ isn't liable for LPR system failures or breaches due to failed licence plate recognition. Users are responsible for valid parking sessions. .
- 19.5 Each time a linked vehicle enters / exits an LPR-equipped car park, you agree to pay parking fees via your Subscription+ account and your selected payment method in accordance with these terms and conditions. You will be liable for all applicable parking fees and charges incurred by any vehicle linked to your account and charges apply even if others park your vehicle. .
- 19.6 Using the Subscription+ LPR, means fees are automatically deducted from your designated payment method. You remain responsible for adding your credit/debit card details and/or banking details and licence plate number to the app. Maintain sufficient funds to avoid penalties.
- 19.7 You are responsible to keep registered vehicles updated against your account. If a vehicle registered against your account is lost, stolen, sold or lent to someone else, it is your responsibility to remove the vehicle from your profile details immediately alternatively to notify Subscription+, with a removal request. You will remain liable for

all fees incurred while the vehicle remains linked to your account, regardless of who the driver is.

- 19.8 The LPR data collected is used solely for the purpose of managing parking sessions, operating the car park, including enforcing parking regulations and collecting parking fees.
- 19.9 The LPR system also aids in security and safety purposes, such as identifying stolen vehicles or vehicles involved in criminal activity.
- 19.10 The licence plate information collected by the LPR system will be kept confidential and will not be shared with third parties except as required to carry out the functions described in this agreement, legal requirements or as outlined in these terms and conditions.
- 19.11 We employ measures to protect the security of the personal information that we collect using LPR technology. You have the right to request access to your personal information and to request that any inaccuracies be corrected. If you have any concerns about our use of LPR technology or the protection of your personal information, please contact us on 09 375 5056.
- 19.12 By entering the carpark, you consent to the use of your licence plate information as described in these terms and conditions.

20 Uploading Personal Information and Payment Details

- 20.1 By using the carpark, you agree to provide accurate and complete personal information, including your licence plate number and banking details as required by Subscription+.
- 20.2 You are solely responsible for ensuring that the personal information and payment details you upload are correct and up to date.
- 20.3 Failure to provide accurate and complete personal information and payment details may result in parking breach notices, penalties or other legal action.
- 20.4 If you discover an error in the personal information or payment details that you have provided you are responsible for immediately updating this information
- 20.5 You acknowledge that the Subscription+ will not be liable for any errors or inaccuracies in the personal information or payment details that you have provided.
- 20.6 You are responsible for maintaining the security of your account and for all activities that occur under your account, including any unauthorised use. If you suspect your account has been compromised, you must immediately contact Subscription+'s customer care at 09 375 5056 and take all necessary steps to secure your account.

21 Miscellaneous

- 21.1 You agree to provide us with your full name and address if asked by us. You agree that we may obtain the name and address of the owner of your Vehicle from the motor vehicle register and pass this information to third parties for the purposes of debt recovery in accordance with these Terms and Conditions, even if you or the owner of your Vehicle have opted out of the obligation to provide that information.
 - 21.2 If we fail to act or pursue any right or remedy available to us, this will not in any way prejudice our right to exercise that or any other right or remedy.
 - 21.3 No one is authorised to amend or waive these Terms and Conditions or amend or waive any Notices issued by us for any breach of these Terms and Conditions by you or make representations on our behalf (unless confirmed by us in writing).
 - 21.4 We may use automatic number plate recognition in the car park to monitor compliance with these Terms and Conditions. If requested, you agree to provide us with your Vehicle number plate details when obtaining your parking ticket or window pass, or when making an electronic payment.
 - 21.5 We may use visual and audio surveillance and recording equipment in and around the car park for the purpose of protecting our lawful interests, and for protecting the safety of our employees, agents, contractors and our customers.
 - 21.6 Our privacy policy sets out how we collect, use, store, and disclose personal information. To view our privacy policy, please visit www.wilsonparking.co.nz. By accepting these Terms and Conditions, you acknowledge our privacy policy.
 - 21.7 These Terms and Conditions may be amended by us from time to time. Amendments apply from the date the amended version is published by us.
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