

Carpark Terms & Conditions

PARKING FEES APPLY

**BY ENTERING THIS CARPARK YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW.
IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR IF A PARKING CONTRACT IS NOT OFFERED
TO YOU THEN YOU MUST LEAVE THE CARPARK IMMEDIATELY.**

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

“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.

“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” means all amounts charged by us to you.

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

“Parking Permit” means a valid permit issued to you by us.

“Parking Session” means the time the vehicle is in the carpark. The vehicle does not have to be stationary, nor does the driver need to leave the vehicle.

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

“We”, “us” and “our” means LPR Enforcement Services Ltd (trading as Stellar) and any of its related entities, including its contractors, employees or agents.

OUR RESPONSIBILITIES

1. We agree to provide you with a place to park your vehicle in consideration for payment of the amount specified by our payment mechanism or as otherwise communicated to you.
2. We agree to take all reasonable care in providing our service to you, but we cannot guarantee the security of your vehicle or belongings. We accept no liability for any claim by you or any other person, whether for loss or damage to you or any other person or to your vehicle or any other vehicle, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise. 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.
3. We agree to perform our obligations under the Health and Safety at Work Act 2015 and all other applicable legal requirements under New Zealand law.

YOUR RESPONSIBILITIES

1. You agree to comply with all terms and conditions, rules and directions displayed on signage in this carpark or communicated to you by our staff.
2. You agree to observe all specified time limits in relation to your use of this carpark.
3. You agree not to obstruct other persons or vehicles using the carpark.
4. You agree to only park in allocated car parking bays.
5. You agree not to park or drive on “reserved”, “no parking” or “no stopping” areas including “grassed” areas unless expressly authorised to do so or directed by our staff.
6. You agree not to park in any mobility carpark (provided for people with mobility restrictions) without displaying a valid permit issued under the Mobility Park Permit Scheme.
7. You agree not to reside in or occupy your vehicle overnight while your vehicle is in this carpark.
8. If your vehicle is left in the carpark for more than twenty four (24) hours without our express permission, then that vehicle will be deemed to have been abandoned and you further agree that it may be removed (towed) from the carpark at your cost.

9. You agree to pay by using one of our payment mechanisms the applicable fee for your use of the carpark as follows:

- a. 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
- b. on arrival into the carpark, complete a payment transaction for a valid parking session using an approved mobile phone payment application; OR
- c. to obtain a 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.

10. If you are in breach of these terms and conditions, we reserve the right to:

- issue you a Breach Notice in relation to the breach, in which case you agree to pay \$75.00 to remedy the breach specified in the Breach Notice;
- clamp your vehicle, in which case you agree to pay a release fee of \$100.00; and/or
- tow your vehicle, in which case you agree to pay a release fee of not less than \$350.00 (plus reasonable storage or after hours release fees).

11. If you do not pay the Breach Notice within 20 working days of the issue date, we will issue a follow-up letter and you further agree to pay the Administration Fee of \$20.00, this fee being a fair estimate of our administrative cost in doing so.

12. 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, including without limitation, costs associated with the debt being transferred to a debt collection agency and/or all legal costs on a solicitor/client basis relating to the collection of the debt.

13. We have the right to clamp or enter the vehicle and remove (tow) it for operational, safety and/or enforcement purposes. **This right extends to the recovery of any unpaid Breach Notice and applies to any carpark managed or enforced by LPR Enforcement Services Ltd (trading as Stellar).**

14. Under the Land Transport Act 1998 section 241 we are authorised to have access to the names and addresses of persons registered to motor vehicles as held by NZTA Waka Kotahi, for the purposes of carpark enforcement, sending of breach notices and providing registered person information to debt collection agencies.

You agree that we may obtain the vehicles registered owner details from the NZTA Waka Kotahi motor vehicle register and pass this information to third parties for the purposes of debt recovery in accordance with these conditions.

15. You agree that we have no liability for any loss or damage caused to your vehicle or your belongings whilst they are in the carpark, or as a result of us clamping or entering the vehicle or moving the vehicle.

16. You agree to pay all costs incurred by us in enforcing our rights under these terms and conditions, including legal fees, debt recovery fees, clamping, towing (which may include any reasonable storage and release fees), and fees specified in any Breach Notice. Costs continue to accrue until they are paid.

17. You are liable for any damage to the carpark caused by you or your vehicle including any damage caused by oil or other leaking substances.

18. You agree 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 on your behalf.

19. 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.

20. We are not liable to you for any amount whatsoever exceeding the amount of fees you have paid to park in this carpark for the relevant Parking Session.

21. We reserve the right to not offer you a parking contract. Further, we may revoke any vehicle's permission or ability to use our carpark, in each case where it is necessary to protect our legitimate business interests. Any vehicle parked without a parking contract is parked unlawfully and may be towed or clamped.

This carpark is managed by Milford Sound Tourism and enforced by LPR Enforcement Services Limited (trading as Stellar).

\$75.00 BREACH NOTICE APPLIES

For queries please contact:
admin@stellar.org.nz
09 801 1106

stellar
PARK BETTER