

# Atrium Carpark

## TERMS AND CONDITIONS OF PARKING

24 July 2018

Atrium Investments Ltd ("Atrium Carpark") provides members of the public with multiple carparking options including Flexi Park, Weekday Short Stay Parking, Weekday Full Day Parking, Night Parking, Weekend Short Stay Parking, Weekend Full Day Parking and Weekend Flexi Park and Earlybird. Each product description clearly defines the use of the product.

Every person entering the Atrium Car Park with a motor vehicle must hold on each occasion, a valid Parking Ticket, Parking Access Card or Pin Code, issued by Atrium Carpark and entry to the Car Parks shall be deemed to be acceptance by the User of these Terms and Conditions.

These Terms and Conditions apply to all Users of the Car Parks except to the extent that Atrium Carpark may vary these Terms and Conditions for specific Users, or specific car parks.

### 1. PARKING FEES

You agree to pay the parking fee displayed at the entrance upon your arrival or departure as we may direct or the fees displayed during the online booking process.

Any over-stay of pre-booked parking may incur additional fees at the standard rates as which you would paid for that booking product. Online booking fees may differ from casual onsite fees.

### 2. USE OF THE CAPRARK

You must comply with all rules or directions displayed in the carpark from time to time and with all relevant laws.

You must not obstruct other persons or vehicles using this carpark

You must provide us with your name and address if asked.

These rules of use also apply to any passengers and other users of your vehicle.

The only vehicles you are authorised to park in the car park are vehicles which;

- a. Have a current warrant of fitness and motor vehicle registration
- b. Are roadworthy and able at all times to be driven under their power; and
- c. Do not represent any danger or risk to other vehicles, persons or the carpark.

### 3. WHAT HAPPENS IF YOU DO NOT COMPLY WITH THESE CONDITIONS?

We may keep your vehicle until you pay all costs.

You will continue to be liable for the parking fee during the period that we retain your vehicle until we recover costs.

While we retain your vehicle, we may clamp it or move it anywhere at your cost.

If you fail to pay our costs within 30 days, we may sell your vehicle to recover costs.

#### **4. YOUR LIABILITY**

You agree to indemnify us in respect of any claim made against us arising from either:  
Your use of the carpark; or  
The use of the carpark by anyone else with your authority.  
You also agree to indemnify the owner of the carpark in the same manner.

#### **5. OUR POSITION**

While we shall take all reasonable care, we cannot guarantee the security of your vehicle.  
Nothing contained within this agreement limits or restricts any statutory right or remedy that may be available to you.  
We accept no liability for any claim by you or any other person, whether for any loss or damage;  
To you or any other person; or to your vehicle or any other vehicle, whether resulting from using the carpark or being unable to use the car park or from our negligence or otherwise.

#### **6. WE CAN MOVE YOUR VEHICLE**

By parking here, you authorise us at your cost, to move your vehicle anywhere even if it is locked. We accept no liability for any claim by you or any other person for any loss or damage caused as a result.

#### **7. WHO IS ENTITLED TO TAKE AWAY YOUR VEHICLE**

We may deliver your vehicle to any person who produces a car park ticket issued by us or some other evidence of ownership or entitlement that we determine to be satisfactory to us.  
We may retain your vehicle until we are provided with a car park ticket issued by us or proof of ownership or entitlement that we determine to be satisfactory to us. While we retain your vehicle, we can move it anywhere. The parking fee continues to be owed for the period that we retain your vehicle.  
We accept no liability for any loss or damage as a result of retaining or delivering your vehicle in accordance with these conditions.

#### **8. ABANDONED VEHICLES**

If you pay the parking fee upon arrival and your vehicle is left in the car park beyond its permitted time, we may either clamp the vehicle or move it and store it at your cost.  
If you are not required to pay the parking fee until leaving the car park and your vehicle is left in the car park for more than 48 hours, we may either clamp the vehicle or move and store the vehicle at your cost.  
After 30 days we are entitled to sell your vehicle and its contents to pay any costs that remain outstanding.

#### **9. DAMAGE**

You are liable for any damage to the car park caused by your vehicle, including damage caused by oil or other substances.

#### **10. NO SAFE CUSTODY OF VEHICLES**

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 employees' request.

#### **11. WHO ELSE HAS RIGHTS UNDER THIS AGREEMENT?**

All our rights under this agreement are also for the benefit of and enforceable by our employees and agents, and the owner of the car park.  
Your rights under this agreement are for your benefit only.

#### **12. WAIVER**

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.

#### **13. WILL THESE CONDITIONS EVER CHANGE**

We can amend any of these conditions at any time. Car park attendants are not authorised to amend these conditions on our behalf.

#### **14. OTHER AGREEMENTS**

If there is any inconsistency between these conditions and those contained in any other written agreement which you have entered with us, the conditions in that other agreement will prevail.

#### **15. ONLINE BOOKINGS**

- 15.1. A Booking may be made via the Atrium Carpark Booking Website. Each booking product clearly defines in its description whether multiple entries and exits are allowed. Only Flexi Park and Weekend Flexi Park currently permit the ability to enter and exit multiple times within the booking period.
- 15.2. The User may cancel a Booking, for any reason, at any time up to 24 hours before the period commences, and a full refund (less the booking surcharge) will be available.
- 15.3. No booking amendment can be made, although the user can cancel a booking and create a new booking with the amendments.
- 15.4. No refund will be given for any cancellation of a Booking made by the User less than 24 hours before the Booking period commences.
- 15.5. Where the User wishes cancel a Booking, they must access Atrium Carpark Booking Website with the correct credentials and proceed to the Booking Cancellation under "My Bookings" tab.
- 15.6. No refund will be given where the User's Vehicle is parked at the Car Park for a period less than the Booking period.
- 15.7. Bookings will not be accepted for Oversized vehicles as defined as 1.9m or higher due to height limitations of the carpark.
- 15.8. The User is not entitled to a refund if a Booking is made and the User's vehicle is an Oversized vehicle.
- 15.9. While the Carpark includes accessible car parks for use by mobility card holders, Atrium Carpark is unable to accept Bookings specifically for these car parks.
- 15.10. Where a User requires an accessible car park, the User should contact Atrium Carpark upon arrival to the Carpark by pressing the assistance button on the entry barrier to the Carpark.
- 15.11. Unless a Booking is made Atrium Carpark gives no guarantee whatsoever that a Carpark will be available including where a person takes, at the Carpark entrance, a Parking Ticket (or alternatively holds an Atrium Carpark Access Card) and enters into the Carpark.
- 15.12. In case the user stays longer than the booked period, General Parking Fees will apply for the overstayed period. This will be charged automatically and a tax invoice will be emailed.

#### **16. COMMENTS AND COMPLAINTS**

Any comments relating to Car Parks or Bookings should be made to Atrium Carpark using one of the following contact details:

(a) E-mail: [manager@atriumcarpark.co.nz](mailto:manager@atriumcarpark.co.nz)

(b) Telephone: (09) 375 4966

(c) Post: Atrium Carpark Management, PO Box 7547, Wellesley Street, Auckland 1141