

# Contractual Terms and Conditions

By entering and leaving your vehicle in this car park you enter into a contract with Care Park New Zealand Limited on these terms and conditions. If you do not accept these terms, you must immediately remove your car from the car park.

1. You must
  - a. Park in a marked bay or as directed by Care Park;
  - b. Comply with all signage displayed within the car park;
  - c. Not park in a disability bay without displaying a valid disability permit;
  - d. Not obstruct other persons or vehicles from using the car park; and
  - e. Pay any applicable parking fee prior to removing your vehicle from the car park.
2. If you breach item 1 of these terms, Care Park may remove your vehicle by having it towed at your expense and, to the extent permitted by law, your risk. Care Park may hold the vehicle until all expenses incurred together with the amount owed under these terms is paid.
3. Care Park may revoke your licence to use its car parks by notice affixed to your vehicle or posted to the registered owner. If Care Park revokes your licence it will give you a reasonable opportunity to remove your vehicle from this car park and such revocation of licence will apply from the removal of your vehicle.
4. You agree that we reserve the right to enter the vehicle and move it for operational and safety reasons.
5. You agree that we have no liability for any loss or damage caused as a result of entering and moving your vehicle provided, we exercise reasonable care and skill in doing so.
6. Care Park is not responsible for and does not guarantee the security of your vehicle or any possessions.
7. You agree to indemnify Care Park against any loss or damage Care Park may suffer arising out of your negligence or breach of these terms.
8. For the purposes of enforcing these terms, Care Park may obtain and use information about you and your vehicle, and may disclose it to third parties.
9. In these terms "Care Park" means Care Park New Zealand Ltd and "You" means both the driver and the owner of the vehicle entering this car park.

The above terms and conditions are subject to our obligations under New Zealand law and in particular, the Consumer Guarantees Act 1993.