

## Terms and Conditions of Use Lee Breakwater Car Park

By entering this Car Park you accept the terms and conditions of use set out below. These terms and conditions apply from the moment you enter the Car Park. If you do not accept these conditions please leave the Car Park immediately.

The Car Park will be available 24 hours a day, seven days a week except for Christmas Day and from time to time due to maintenance and/or weather conditions.

We make no representation that parks will be available for Vehicles or Trailers if the Car Park is full.

### Rules for Use of Car Park

1. For parking between the hours of 5.00am-5.00pm you must pre-pay using one of the Pay-by-Plate parking machines.
2. You agree to the following rules:
  - a. You must not obstruct other persons or Vehicles using the Car Park.
  - b. You must not park in any area marked 'no parking' or marked with broken yellow lines.
  - c. You must comply with the time limits in all time-restricted areas.
  - d. You must not park outside of the line-marked parking bays.
  - e. You must not stop or park in a 'no stopping' area.
  - f. You must park in the correct parking zone as shown on the sign at the entrance to the Car Park.
  - g. You must not park in an accessible parking bay without a current mobility pass.
  - h. You must not park without paying using one of the Pay-by-Plate parking machines.
  - i. You must not sleep or stay overnight in your Vehicle when it is in the Car Park.
3. In the event that:
  - a. You have failed to pre-pay for parking using a Pay-by-Plate parking machine or You have exceeded the time paid for, or You do not comply with the rules in clause 2. above, You agree You are parked unlawfully and We may issue a breach notice ("the notice") requiring You to pay within 28 days, up to \$40.00 to cover the cost of enforcing the terms and conditions of the Car Park, the costs of issuing this notice and loss of parking revenue directly or indirectly attributable to your breach.
  - b. You are issued a notice and You do not pay the sums specified within 28 days of date of issue of the notice, then We will send a reminder notice and You agree to pay the further sum of \$20.00 to cover our administration cost.
  - c. You are issued a reminder notice and You do not pay the sum specified within 28 days of the date of the reminder notice, You agree to:
    - i. The debt passing to our debt collection agency to enforce payment of the money owing by You and all costs of that debt collection;
    - ii. Any legal costs incurred by Us in enforcing payment of the money owing by You.
  - d. Your Vehicle or Trailer, in our opinion, has been abandoned then We reserve the right to remove the Vehicle or Trailer and place it in storage. You will be liable for the cost of removal and storage.
4. Compliance with Directions  
You agree to comply with all rules and directions as provided to You either personally, signage, notices, or road markings.
5. Responsibility for Damage
  - a. You are liable for any damage caused to the Car Park and all equipment and fittings by your Vehicle or Trailer. You shall pay any costs incurred in repairing the damage immediately upon demand.
  - b. While We shall take all reasonable care, We cannot guarantee the security of your Vehicle or Trailer.
  - c. We accept no liability for any claim by You or any person, whether for loss or damage to You or any other person or to your Vehicle or Trailer, whether resulting from using the Car Park or being unable to use the Car Park or from our negligence or otherwise.
  - d. The only Vehicles and Trailers you are authorised to park in the Car Park are Vehicles which:
    - Have a current warrant of fitness and motor vehicle registration.
    - Are roadworthy and able at all times to be driven under their own power or towed by a Vehicle.
    - Do not present any danger or risk to other Vehicles or persons in the Car Park.
6. Indemnity  
You agree to indemnify Us in respect of any claim made against Us, for any physical, direct or indirect damage, loss or cost arising from your use of the Car Park or your inability to use the Car Park.
7. No Transfer/Assignment  
You shall not directly or indirectly transfer or assign your rights or obligations under these terms and conditions to anyone else without prior written consent.
8. Interpretation  
To avoid any confusion as to the meaning of these terms and conditions:
  - a. "Car Park" is the property owned by Us and is defined by the road markings and signage.
  - b. "Permit" means an authorisation by Us.
  - c. "Vehicle" and "Trailer" includes all accessories and contents and Vehicle includes motorbikes.
  - d. "We" and "Us" means Port Taranaki Limited and includes any of its employees, Directors, shareholders, and contractors.
  - e. "You" includes both the driver and owner of the Vehicle entering the Car Park.
  - f. "Your Vehicle" means the Vehicle you are driving, regardless if owned or not by you.
9. Variation  
No one is authorised to amend these terms and conditions on our behalf.

**For enquiries, please email [parking@porttaranaki.co.nz](mailto:parking@porttaranaki.co.nz) or telephone Port Taranaki Limited on 06 751 0200 during normal working hours**