

Property Services Division

Albany Street Car Park - Conditions of Parking

1. Terms and Conditions

- 1.1. These terms and conditions become binding on you when you drive your vehicle into the car park. Where you drive a vehicle that you do not own into the car park, you hereby bind the owner of the vehicle you are driving to these terms and conditions and warrant to us your authority to do so.
- 1.2. By entering the car park you agree to these terms and conditions. If you do not agree with these terms and conditions, leave the car park immediately.
- 1.3. These terms and conditions apply at all times, 24 hours a day, 7 days a week.

2. Parking Fees

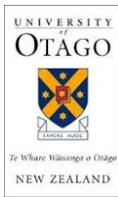
- 2.1. You agree to pay the parking fee displayed at the entrance upon your arrival or departure as we may direct.

3. Use of Car Park

- 3.1. You must comply with all rules or directions displayed in the car park from time to time, these terms and conditions and all laws of New Zealand.
- 3.2. You must not obstruct other persons or vehicles using the carpark.
- 3.3. You must not park in an area marked with yellow lines, or otherwise designated as a 'Reserved' or 'No Parking' area.
- 3.4. You must provide us with your full name and address if we request it.
- 3.5. You must not commit any illegal acts or cause any illegal acts to be committed in the car park.
- 3.6. These rules of use also apply to any passengers and other users of your vehicle
- 3.7. 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 present any danger or risk to other vehicles, persons or the car park.

4. Responsibility for Damage

- 4.1. You are liable for any damage to the car park or other vehicles caused by your vehicle.
- 4.2. While we will take all reasonable care, we cannot guarantee the security of your vehicle, and you use this car park at your own risk.
- 4.3. We accept no liability for any claim by you or any other person, whether for any loss or damage:
 - a) To you or any other person;
 - b) To the contents of your vehicle or any other vehicle; or



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- c) To your vehicle or any other vehicle,
- d) Whether resulting from you using the car park, or being unable to use the car park, or from our negligence, or otherwise.

4.4. Where you are using the car park in trade or otherwise for business purposes, the Consumer Guarantees Act 1993 does not apply to the provision of parking services under these terms and conditions.

5. Your Liability

5.1. You agree to indemnify us in respect of any claim made against us arising from either:

- a) Your use of the car park; or
- b) The use of the carpark by anyone else with your authority.

6. What happens if you do not comply with these conditions?

6.1. We may remove your vehicle from the car park and recover our costs in doing so from you.

6.2. We may keep your vehicle until our costs are paid.

6.3. We may use a debt collection agency to enforce payment of the sums owing by you together with the costs incurred by us of such debt collection including costs on a solicitor/client basis.

7. We can move your vehicle

7.1. You authorise us to move your vehicle within the car park (including where it is locked) and recover the cost from you. We accept no liability for any claim by you or any other person for any loss or damage caused as a result of us moving your vehicle.

8. Abandoned Vehicles

8.1. If your vehicle is left in the car park for more than 48 hours, we may either clamp the vehicle or move it out of the car park and store it. We will recover our costs in doing so from you.

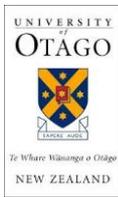
8.2. If you have not claimed your vehicle 30 days after we have removed it from the car park, you authorise us to sell your vehicle and its contents to recover our costs incurred in removing your abandoned vehicle.

9. Waiver

9.1. 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 under these terms and conditions.

10. Right to change these conditions

10.1. We can amend these terms and conditions at any time by publishing new terms and conditions on our website or at the entrance to the car park and by continuing to use the car park you are deemed to have agreed to any such updated terms and conditions.



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11. Definitions

11.1. To avoid any confusion as to the meaning of these conditions:

‘claim’ includes any claim for damage, loss, compensation, demand, remedy, liability or action.

‘costs’ includes any fees, charges or costs incurred or charged by us, including GST.

‘damage’ includes direct, indirect, consequential and special damage.

‘vehicle’ means any motor vehicle as defined in the Land Transport Act 1998

‘we’ and ‘us’ means ‘the University of Otago’ and includes any of its employees, agents and independent contractors.

‘you’ means the driver of a vehicle entering this car park.