

# PUKUATUA STREET CAR PARKING BUILDING TERMS AND CONDITIONS

## Payment

- Carparking fees are displayed at the entrance to this carpark and in lift lobbies.
- You must pay the carparking fee applicable to your use of this carpark and for any damage which you, your vehicle or your passengers cause to this carpark or to any property or other vehicle within this carpark.

## Parking

You must:

- Comply with any rules displayed in this carpark and any requests made by our staff;
- Not block other vehicles or persons in this carpark;
- Not park in any area marked "Reserved" or any area that is not a designated carpark;
- Not park in any area reserved for disabled parking unless you display an authorised disabled parking sticker; and
- Ensure that your vehicle has a current warrant of fitness and registration, is roadworthy and does not present any danger or risk to other vehicles, persons or this carpark.

## Responsibility for Damage

- While we shall take all reasonable care, we cannot guarantee the security of your vehicle. Your vehicle and/or accessories and/or any personal belongings inside it are left at your risk.
- If you cannot provide a valid carparking ticket, or satisfactory proof of ownership, we may hold your vehicle until you can provide satisfactory proof.

## Vehicle

- We reserve the right to move your vehicle if required for carpark management purposes or otherwise necessary.
- If you abandon your vehicle or breach any of these conditions, we may immobilise your vehicle, move it and store it at your expense and/or have it towed at your expense. If you fail to reclaim it within 30 days, we will be entitled to sell your vehicle and its contents to recover any outstanding costs.

## No Liability

- To the fullest extent permitted by law, Rotorua District Council will not be liable for any loss or destruction of, or diminution of value or damage to, your vehicle and/or accessories and/or any personal belongings or any other vehicle, whether resulting from using the carpark or being unable to use the carpark or from our negligence or otherwise.
- You agree to indemnify us in respect of any claim made against us arising from your use of this carpark or the use of this carpark by anyone else with your authority.

## General

- These conditions will govern your use of this carpark. If you have a written carparking agreement with us, the terms of that agreement will prevail over any inconsistent term contained herein. We may charge any of these conditions at any time without prior notice.