

# Terms and conditions of use of Metlink Park and Ride car parks

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## Important notice to people entering Metlink Park and Ride car parks

By entering the car park you agree to the terms and conditions set out below.

If you do not accept these terms and conditions, then you must immediately leave the car park. These terms and conditions apply from the moment you enter the car park and apply 24 hours a day, 7 days a week.

By entering the car park you also bind the owner of the Vehicle you are driving to all these terms and conditions and warrant your authority to do so.

## 1. Terms and conditions of use of the Metlink car park

**You agree to the following car park terms and conditions of use.**

**You must:**

- Comply with all terms and conditions, rules, restrictions or directions displayed in the car park from time to time and with all relevant laws.
- Comply with all laws, regulations, terms and conditions, rules, restrictions or directions that apply when operating your Vehicle in the car park, including that Vehicles must be operated safely, with due care and consideration, and cannot be operated in a reckless or dangerous manner.
- Comply with any instructions or directions given by any car park security personnel appointed by us or any other person acting on our behalf.
- Not park Vehicles in the carpark which:
  - are not roadworthy and not able (at all times) to be driven under their own power,
  - present any danger or risk to other Vehicles, persons or the car park, and
  - are not being used on that day by a genuine bus and / or rail commuter (evidence of bus/rail use may be requested).
- Not park in any area marked “reserved” or “staff only”, unless specifically allocated to you.
- Not park in a mobility park without a current mobility window pass being clearly displayed.
- Not park in any area marked “no parking” or marked with broken yellow lines.

- Not park outside of line-marked parking spaces, across more than one parking space or in the aisles/entry/exit lanes.
- Not park on landscaped, grassed or unsealed areas.
- Not obstruct other persons or Vehicles using the car park.
- Not place or distribute advertising material in the car park, or on Vehicles, unless you have our prior written permission.
- Not hold events or activities of any type or erect any structure (temporary or otherwise) in the car park, without our prior written permission.
- Not camp or park recreational Vehicles overnight.
- Not park your Vehicle within the car park with the intention to sell the Vehicle at any time (including where for sale signs are displayed on/in the Vehicle).

These terms and conditions also apply to any passengers and other users of your Vehicle.

## **2. Contravention of terms and conditions of use of the car park**

If you contravene any of the terms and conditions set out at clause 1, we may:

Issue a Breach Notice; and/or

Authorise immediate clamping or removal of the Vehicle or Item by an Authorised Towing Company, at the owner's cost, if:

- a) the Vehicle or Item is deemed by us to be abandoned (including where a Vehicle or Item is left in the car park for more than 24 hours, without our prior written permission);
- b) the Vehicle or Item is obstructing other persons or Vehicles using the car park;
- c) the Vehicle or Item is causing safety concerns for other persons or Vehicles using the car park;
- d) the removal of the Vehicle or Item is desirable for the convenience or in the interests of the public or other users of the carpark; or
- e) more than one Breach Notice has been issued in relation to the Vehicle or Item.

A Breach Notice is deemed to be served on you when it is attached to the Vehicle or Item that is the subject of the Breach Notice.

## **3. By parking here**

If you contravene any of the terms and conditions at clause 1, you authorise us (at your cost) to move your Vehicle or other Item, even if the Vehicle or Item is locked. Should we clamp or remove your Vehicle or Item the removal shall be entirely at your risk and expense.

You agree that the Vehicle or Item will only be released upon payment of the removal costs and any storage or other fees imposed by the Authorised Towing Company.

We accept no liability for any Claim by you or any other person for any loss or damage caused as a result of the removal by the Authorised Towing Company. Any complaints should be taken up directly with the Authorised Towing Company.

#### **4. Responsibility for Damage**

You are liable for any Damage to the car park, or its fixtures and fittings, caused by your Vehicle or any other Item that you bring to the car park, including Damage caused by oil, petrol or other substances.

While we will take all reasonable care, we cannot guarantee the security of your Vehicle or any other Items. You use the car park at your own risk.

Surveillance cameras may be in operation at the car park for improved public safety and crime prevention. For more information about our use of surveillance cameras please refer to <https://www.metlink.org.nz/getting-around/security/> or contact Metlink for a copy of our Privacy Statement.

We accept no liability for any Claim by you or any other person, whether for loss or Damage to you or any other person or to your Vehicle, any Item or any other Vehicle, whether resulting from using the car park or being unable to use the car park where we have not directly caused or contributed to the loss or Damage.

You agree to indemnify us in respect of any Claim made against us arising from your use of the car park.

#### **5. Who 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.

Nothing contained in this agreement limits or restricts any statutory right or remedy that may be available to you.

When you are using the car park for business purposes, the Consumer Guarantees Act 1993 does not apply.

#### **6. Waiver**

If we fail to act on 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.

#### **7. Will these terms and conditions of use ever change?**

We may amend any of these terms and conditions at any time.

## 8. Other agreements

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

## 9. Interpretation

To avoid any confusion as to the meaning of these terms and conditions:

**Authorised Towing Company** is Valley Parking Services Ltd. and can be contacted for the removal of a clamp or return of your Vehicle at 0800 25 26 70

**Breach Notice** is a notice issued by us specifying the nature of the breach and what the consequences of the Breach Notice are.

**Claim** includes any claim for Damage, loss or compensation; and any demand, remedy, liability or action.

**Damage** includes direct, indirect, consequential and special damage.

**Item** is any unauthorised item (other than a Vehicle) that is in the car park.

**Vehicle** is any car, van, truck, motor cycle, motor scooter or bicycle and includes its accessories and contents.

**We and us and our** mean:

- Greater Wellington Rail Limited (**GWRL**) as the lessee and / or owner of the car park land including GWRL's employees, agents, independent contractors and contracted service providers to GWRL, and
- Greater Wellington Regional Council (**GWRC**) trading as Metlink and as the manager appointed by GWRL including GWRC's employees, agents, independent contractors and contracted service providers to GWRC.

**You** includes the driver, the person in charge of the Vehicle and the owner of a Vehicle entering the Metlink car park.

**Your Vehicle** means the Vehicle which you are driving, regardless of whether it is owned by you.

### Further information and queries

For further information about parking at Metlink Commuter car parks, any parking queries or to request an application to use a car park for an event, contact:

#### Metlink Call Centre

**Freephone:** 0800-801-700

**Email:** [info@metlink.org.nz](mailto:info@metlink.org.nz)