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# GEYSER CONDITIONS OF PARKING

**On entering and using these premises YOU AGREE to the terms and condition detailed below.**

**Should you NOT ACCEPT these conditions please EXIT the Carpark immediately.**

1. These conditions apply immediately upon entering these premises and apply 24hr, 7 days. You hereby also bind the Owner of the vehicle you are driving to all these terms and conditions and warrant your authority to do so. For further clarification on any of these terms and conditions please contact Samson Corporation Ltd Phone: 522 2636
2. **Hours of Use**

The Carpark will be open to you at the consent of the tenant you are visiting of any hour of the day and night OR by 24 hours with issued proximity card. Visitor parking will be limited to 7 days after which vehicles will be retrieved and towed.
3. **Permitted Use**

You agree that you may use an individual parking space for one vehicle parking and no other purpose
4. **Payment of Parking Penalties**

You agree to the payment in full of the parking rental and penalties where applicable as displayed at the entrance or as otherwise directed.  
Parking rate is \$5.00 an hour
5. **Compliance with Directions**

You agree to comply with all rules and directions as provided to you both by Signage or on-site personnel and with all relevant by-laws
6. **Responsibility for Damage**
  - a) You are liable for any damage caused to the Carpark and all equipment and fittings by your vehicle
  - b) We accept no liability for any loss or damage done to your vehicle whilst within these premises, whether resulting from using the Carpark or being unable to use the Carpark or from our negligence or otherwise
  - c) You agree to indemnify us in respect of any claim made against us arising from your use of the premises
  - d) The vehicle you are driving must have a current warrant of fitness, current registration and be roadworthy when using this Carpark.
7. **No Safe Custody/Security**
  - a) We cannot guarantee the security of your vehicle
  - b) We shall not be responsible for the security protection of vehicles parked in the premises nor do we accept any item in our custody for safekeeping
  - c) Our employees are not authorised to accept any of your possessions for safe custody, except the keys to your vehicle where possession is taken at our request
8. **Disclaimer of Liability**

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 your vehicle or any other vehicle resulting from using the Carpark or being unable to use the Carpark due to our negligence or otherwise.
9. **Right to Relocate**

We have the right to relocate your vehicle at our absolute discretion, and accept no liability for any claim made for loss or damage resulting from such relocation.

**10. Conduct**

- a) You agree not to do anything to obstruct any other vehicle or person using the carpark and shall ensure your vehicle does not pose a hazard or leak oil
- b) There is to be no loitering on the premises
- c) There is to be no rubbish or debris left in the car park
- d) You must not park in this car park if you have not, or are unable to obtain a valid ticket. Such tickets must be valid at all times with a non-expired time and date or a valid proximity card.
- e) If the machine is unable to provide you with a ticket or access from your proximity card due to machine fault, do not park in this carpark and remove your car from the virtual garage
- f) You will not leave dangerous good, passengers or animals in your parked vehicle.

**11. Liability for Damage to Carpark**

You are liable to us for any costs incurred in repairing damage to the Carpark caused by yourself or your vehicle. You shall pay such costs immediately upon demand.

**12. Indemnity**

You agree to indemnify us in respect of any claim made against us, for any physical, direct or indirect damage, loss or cost (including legal and lawyer/client costs) arising from your use of the carpark or your inability to use the Carpark.

**13. Personal Information**

You agree to provide us with your driver's license number, full name and address details if requested.

**14. Lost Ticket /Proximity Card**

- a) If you lose your ticket, call the Support desk on Ph 09 869 8821 listed on the machine for assistance.
- b) The retrieval charge will be added to your parking fee plus any other charges incurred.

**15. Towed Vehicles**

If your vehicle has been towed, please call Amalgamated Towing 09-360-1845

To retrieve your vehicle from Amalgamated Towing, all penalties, callout charges and towing charges will need to be paid.

**16. Non Compliance**

- a) Failure to pay for parking, or take a ticket, correctly position your vehicle in the Virtual Garage or generally fail to comply with these terms and conditions, constitutes a breach of these terms and conditions.
- b) In such event, we are entitled, at our absolute discretion, and you accept our entitlement to do so:
  - i. Issue an infringement notice requiring you to pay within 21 days the amount of \$280 plus GST for liquidated damages, and administration costs for having to enforce these conditions, costs of notice issue, and loss of parking revenue directly or indirectly attributable to your breach
  - ii. Failure to pay or retrieve your car, could result in further action being taken and additional cost recovery charges being added to this fee, and you agree to such debt owed and passed on to a debt collection agency to enforce collection of said debt, and agree to any additional fees the debt collection agency may add to recover the costs of this debt
  - iii. You further agree that we shall be permitted to tow your vehicle at our discretion instead of any other enforcement measure, and you agree to any such release costs as may be charged by the towing company. In such event we shall not be liable for any towing costs, damage arising from towing, nor any other incidental costs directly attributable to the towing of your vehicle.

**17. No Transfer/Assignment**

You shall not directly or indirectly transfer or assign your rights or obligations under these Conditions of Parking to anyone else without prior written consent.

**18. Interpretation**

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

- a) "Bay" means parking bay
- b) "Premises" means this car parking area whether open-air, multi-story, stacking machine, covered or uncovered.
- c) "Carpark" means all bays, building, equipment, surrounding fixtures, fencing and all property
- d) "Damage" includes direct, indirect, consequential and special damage
- e) "Vehicle" includes all accessories and contents
- f) "We" and "Us" means Samson Corporation Ltd and includes any of its employees, Directors, Shareholders and contractors
- g) "You" includes both the Driver and Owner of the vehicle entering the carpark and applies to any passengers in the vehicle
- h) "Your vehicle" means the vehicle you are driving or a passenger in, regardless if owned or not by you
- i) "Virtual Garage" the accepting garage to the stacking machine

**19. Variation**

- a) We reserve the right to vary these terms and conditions on provision of no less than 7 days notice. Such notice shall be displayed in the car park, posted in writing
- b) No one is authorised to amend these terms and conditions on our behalf; parking attendants and staff are not authorised to vary or amend any of these conditions on our behalf.
- c) Parking attendants and staff are not authorised to vary or amend any of these conditions on our behalf

**20. Maximum Weights & Dimensions of Vehicles Permissible to use the car stacker**

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|---|-------------------|
| a) <b>Maximum vehicle weight on all levels</b>                          | <b>2750 kg</b>    |
| b) <b>Minimum under car clearance</b>                                   | <b>100 mm</b>     |
| c) <b>Maximum vehicle length including tow bars</b>                     | <b>5.2 metres</b> |
| d) <b>Maximum vehicle width (including wing mirrors)</b>                | <b>2.2 metres</b> |
| e) <b>Maximum vehicle height incl. roof racks and storage additions</b> | <b>2.3 metres</b> |

**FOR SUPPORT CONTACT: 09 869 8821**

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