

# PONSONBY CENTRAL



## Pay by Plate - Pay on Exit

Your license plate has been registered on entry.  
Please pay for your parking before you exit the carpark.

First half hour	Free
Per half hour	\$3.50
Earlybird	\$19.50

Enter before 10am, exit before 6pm. Standard rates apply after.

## How our parking works

### YOUR LICENSE PLATE HAS BEEN RECORDED ON ENTRY

The first 30 minutes of parking is free of charge.

### PLEASE PAY FOR YOUR PARKING BEFORE YOU EXIT

- When you are ready to leave, enter your car's number plate into the pay machines located in the elevator lobbies, or through this QR code.
- The balance you owe for parking will be displayed, please pay this before going to your vehicle. The Earlybird tariff automatically applies if you arrived before 10am, however you will only be charged for the standard tariff if this is less. If your car remains in the carpark after 6pm, standard rates will apply from 6pm onwards.
- Please note, there are no barrier arms and payment must be made before exiting the carpark. Failure to pay will result in a breach notice - please refer to Central Park's rate details below.



### IMPORTANT NOTICE

You are entering private property. These terms and conditions apply from when you drive into this car park and apply 24 hours a day, 7 days a week including all public holidays - regardless of whether you leave or remain in the vehicle.

By entering this car park you agree to the terms and conditions and the consequences of any breach of these terms and conditions.

If you do not accept these terms and conditions, please leave this car park immediately. You also bind the owner of the vehicle you are driving to all of these terms and conditions and warrant authority to do so.

We use automatic number plate recognition cameras in this car park to monitor compliance with the terms and conditions.

### TERMS & CONDITIONS

#### 1. TERMS AND CONDITIONS

1.1 You must pay for your parking when you leave the carpark at one of the self-service meters or via the QR code in this sign ([www.payparking.nz](http://www.payparking.nz)). If you have made a part payment during your carpark stay, you must make an additional payment to fully meet the balance owed before you leave.

1.2 You agree to the following Terms and Conditions:

- You will comply with all signs displayed in this carpark and with all relevant laws.
- You will not obstruct other persons or vehicles from using this carpark, or abandon the vehicle.
- You will not park in or over:
  - any area marked 'RESERVED' or 'NO PARKING' or outside of the line-marked bays;
  - any designated walkways;
  - any Electric Vehicle Charge car park unless you are charging your electric vehicle;
  - a mobility bay without displaying a current mobility permit;
  - a manner that causes your vehicle to occupy more than one parking bay; and
  - the time that was paid for.
- The vehicle you are parking must have a current Warrant of Fitness and registration, be roadworthy and able at all times to be driven under its own power and will not present any danger or risk to other vehicles or persons in the carpark.
- You agree that we are able to obtain the name and address of the owner of the vehicle from the motor vehicle register and if necessary, to pass this information on to third parties for the purposes of debt recovery.
- You are considered to have parked in the car park, regardless of whether you have remained inside the vehicle or left the vehicle.

#### 2. IF YOU PARK IN BREACH OF ANY OF THE ABOVE TERMS AND CONDITIONS, YOU AGREE THAT:

2.1 We may issue a parking Breach Notice requiring you to pay, within 21 days, the amount as detailed in Schedule A below, which reflects the lost parking revenue and the costs to us of enforcing the Terms and Conditions of this carpark. These enforcement costs may include but not be limited to:

- Acquiring and maintaining the automatic number plate recognition system;
- Development and maintenance of information technology systems to issue and manage the collection of breach notices;
- Personnel to manage email, written and phone communications, receipt and reconciliation of parking breach revenues, issue of Final Notices, preparation of Disputes Tribunal applications, liaison with third party debt collection agencies; and
- Communication costs including internet and telephone, postage and stationery.

2.2 If you are issued a parking Breach Notice and you do not pay the sums specified therein within 21 days of the Breach Notice date, then we will issue you with a Final Breach Notice.

2.3 If you pay your parking Breach Notice within 21 days, we will deduct \$15 from the amount owed. Please refer to the Breach Notice amounts as below.

2.4 If you are issued a Final Breach Notice and you do not pay the sums specified therein within 21 days of the issue date of the Final Breach Notice, we may either seek to commence recovery of the amount due for the parking Breach Notice through the Disputes Tribunal, or we may forward our Breach Notice to an external agency to commence recovery of the amount due and you agree to pay the costs of managing the collection process, including:

- A \$25 fee added to the amount due as a cost of the debt passing to our debt collection agency; or
- Administration fee for the preparation of a Disputes Tribunal claim being set at \$50; and
- Any solicitor/client costs incurred by us in enforcing payment of the money owing by you.

2.5 If you dispute your parking Breach Notice you can take a claim in the Disputes Tribunal against us. If you take such a claim and you are successful in your claim, then we will reimburse the cost of the Disputes Tribunal Application Fee to you

2.6 You may 'opt out' of authorising the release of your name and address from the motor vehicle register. We are authorised under section 236 of the Land Transport Act 1998 to seek this ownership information, and the disclosure in response to any application made by us is made in accordance with section 237(2)(d) of the Land Transport Act 1998.

2.7 We may remove your vehicle from this carpark by having it towed at your risk and expense and request that your vehicle is held until all outstanding debts (including towing release fee) have been paid.

2.8 If you are the registered owner of the motor vehicle and wish to transfer the liability for this parking Breach to the person lawfully entitled to use the vehicle at the time of the offence, under Section 133A (1) of the Transport Act 1998, any transfer must be made within 28 days of the date of the first Breach Notice.

#### 3. SECURITY AND RESPONSIBILITY FOR DAMAGE

- While we shall take all reasonable care, we cannot guarantee the security of your vehicle.
- We accept no liability for any claim by you or any other person whether for loss or damage to your vehicle or any other vehicle, whether resulting from using this carpark or being unable to use this carpark or for negligence or personal injury or otherwise.
- We accept no liability for any loss or damage to any article left in our custody or control.
- You are liable for any damage to this carpark caused by you or your vehicle.
- 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.

#### 4. PERSONAL INFORMATION

- You may provide your email address or mobile phone number when communicating with us about a Breach Notice.
- We will use this information to communicate with you if parking remains unpaid.
- All personal data collected by or provided to us will be managed in accordance with our Privacy Policy which can be viewed at [www.cpadministration.co.nz/privacy](http://www.cpadministration.co.nz/privacy)

#### 5. MISCELLANEOUS

- We may use camera surveillance equipment in and around this carpark for the purpose of protecting our lawful interests. We reserve the right to provide any camera footage to the NZ Police in the event of a motor vehicle accident claim to an insurance company.
- 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.
- No one is authorised to amend these Terms and Conditions on our behalf.

#### 6. INTERPRETATION

- "claim" includes any claim for damage, loss or compensation and any demand, remedy, liability or action.
- "damage" includes direct, indirect, consequential and special damage.
- "outstanding debts" includes previous unpaid Parking Breach Notices and/or unpaid enforcement costs.
- "vehicle" includes its accessories and contents.
- "we" and "us" means Central Park NZ Limited and/or CP Administration Limited and includes any of their employees, agents and independent contractors.
- "you" includes both the driver and owner of a vehicle entering this carpark.
- "your vehicle" means the vehicle which you are driving, regardless of whether it is owned by you.



Download the Terms & Conditions  
[www.cpadministration.co.nz/terms-cp-ponsonbycentral](http://www.cpadministration.co.nz/terms-cp-ponsonbycentral)

### BREACH NOTICE AMOUNTS

	If paid within 21 days	Breach Notice Full Amount		If paid within 21 days	Breach Notice Full Amount
No Payment < 2 hours	\$30.00	\$55.00	Short Paid < 2 hours	\$20.00	\$45.00
No Payment 2 to 5 hours	\$40.00	\$65.00	Short Paid 2 to 5 hours	\$30.00	\$55.00
No Payment 5 to 8 hours	\$50.00	\$75.00	Short Paid 5 to 8 hours	\$40.00	\$65.00
No Payment > 8 hours	\$60.00	\$85.00	Short Paid > 8 hours	\$50.00	\$75.00
Not Parked in Designated Car Park	\$25.00	\$50.00			