

Car park terms & conditions

YOU MUST PAY ON ARRIVAL

PARKING FEES APPLY

BY ENTERING THIS CAR PARK YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR IF A PARKING CONTRACT IS NOT OFFERED TO YOU, THEN YOU MUST LEAVE THE CAR PARK IMMEDIATELY.

WE PUT YOU ON NOTICE THAT an Enforcement Regime operates in this car park and we will issue a breach notice to any vehicle where you have failed to comply with the terms and conditions of this car park. These terms and conditions apply from the time your vehicle enters the car park and apply 24 hours a day, 7 days a week. We make no representation that any car park space will be available at any time.

THIS CAR PARK SERVICE DOES NOT INCLUDE ENSURING THE SAFETY OF THE VEHICLE OR ITS CONTENTS WHILE IT IS PARKED HERE.

YOU PARK HERE AT YOUR OWN RISK. DO NOT LEAVE VALUABLES IN THE VEHICLE.

DEFINITIONS

‘Breach Notice’ means any notice attached to your vehicle or sent to the owner of the vehicle advising of any breach of these terms and conditions.

‘DOC’ means Department of Conservation.

‘Enforcement Regime’ means that the car park will be monitored and enforced using a range of processes and tools including manual patrols and vehicle Licence Plate Recognition (LPR) cameras. Data collected through these means may also be used by DOC for investigations, compliance monitoring, and enforcement of relevant laws, regulations and concession agreements.

‘Fees’ means all amounts charged by us to you.

‘Pay By Plate machines’ means any parking machine supplied in the car park.

‘Payment Mechanism’ means any parking machine supplied in the car park, mobile phone payment application, website application, kiosk, online permit and/or any other payment channel made available by us to you.

‘Parking Permit’ means a valid permit issued to you by us.

‘Parking Session’ means the time the vehicle is in the car park. The vehicle does not have to be stationary, nor does the driver need to leave the vehicle.

‘You’ means both the driver and the owner of a vehicle entering this car park.

‘We’, ‘us’ and ‘our’ mean LPR Enforcement Services Ltd (trading as Stellar) and any of its related entities, including its contractors, employees or agents.

OUR RESPONSIBILITIES

1. We agree to take all reasonable care in providing our service to you, but we cannot guarantee the security of your vehicle or belongings. 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 or any other vehicle, whether resulting from using the car park or being unable to use the car park or from our negligence or otherwise. We accept no liability for any loss or damage to any article left in our custody or control. Our employees are not authorised to accept any of your possessions for safe custody.
2. We agree to perform our obligations under the Health and Safety at Work Act 2015 and all other applicable legal requirements under New Zealand law.
3. Under the Land Transport Act 1998 section 241 we are authorised to have access to the names and addresses of persons registered to motor vehicles as held by NZ Transport Agency Waka Kotahi for the purposes of car park enforcement, sending of breach notices and providing registered person information to debt collection agencies.
4. We and/or DOC may use data captured via LPR cameras or the Payment Mechanisms to analyse car park and concession holder usage.
5. DOC may use LPR camera data and images to support investigations into suspected breaches of conservation laws, concession conditions or other regulatory requirements. This may include identifying vehicles associated with non-compliant activity or verifying compliance with permit or concession terms.

YOUR RESPONSIBILITIES

1. You agree to comply with all terms and conditions, rules and directions displayed on signage in this car park or communicated to you by our staff.
2. You agree to observe all specified time limits in relation to your use of this car park.
3. You agree not to obstruct other persons or vehicles using the car park.
4. You agree to only park in allocated car parking bays or parking zones.
5. You agree not to park or drive on ‘reserved’, ‘no parking’ or ‘no stopping’ areas including ‘grassed’ areas unless expressly authorised to do so or directed by our staff.

6. You agree not to park in any mobility car park (provided for people with mobility restrictions) without displaying a valid permit issued under the Mobility Park Permit Scheme.
7. You agree not to reside in or occupy your vehicle overnight while your vehicle is in this car park.
8. If your vehicle is left in the car park for more than 24 hours without our express permission, then that vehicle will be deemed to have been abandoned and you further agree that it may be removed (towed) from the car park at your cost.
9. You agree to pay at the time of your arrival into the car park the applicable fee for your Parking Session by making payment at one of our Payment Mechanisms.
10. You agree to obtain a parking permit valid for the duration of your stay and to make yourself aware of and compliant with all rules and terms and conditions under which a parking permit was issued to you.
11. If any of the Payment Mechanisms are not available or out of service at the time, then you must use an alternative Payment Mechanism and you must obtain a paid Parking Session.
12. If you are in breach of these terms and conditions, we reserve the right to:
 - issue you a Breach Notice in relation to the breach, in which case you agree to pay \$75.00 to remedy the breach specified in the Breach Notice;
 - clamp your vehicle, in which case you agree to pay a release fee of \$100.00; and/or
 - tow your vehicle, in which case you agree to pay a release fee of not less than \$350.00 (plus reasonable storage or after hours release fees).
13. If you do not pay the Breach Notice within 20 working days of the issue date, we will issue a follow-up letter and you further agree to pay the Administration Fee of \$20.00, this fee being a fair estimate of our administrative cost in doing so.
14. If you fail to pay the Breach Notice and the Administration Fee within a period of 10 working days of the date of the follow-up letter, you agree to pay all additional costs involved in collecting the debt, including without limitation, costs associated with the debt being transferred to a debt collection agency and/or all legal costs on a solicitor/client basis relating to the collection of the debt.
15. We have the right to clamp or enter the vehicle and remove (tow) it for operational, safety and/or enforcement purposes. This right extends to the recovery of any unpaid Breach Notice and applies to any car park managed or enforced by LPR Enforcement Services Ltd (trading as Stellar).
16. You agree that we may obtain the vehicle’s registered owner details from the NZ Transport Agency Waka Kotahi motor vehicle register and pass this information to third parties for the purposes of debt recovery in accordance with these conditions.
17. You agree that we have no liability for any loss or damage caused to your vehicle or your belongings whilst they are in the car park, or as a result of us clamping, entering or moving the vehicle
18. You agree to pay all costs incurred by us in enforcing our rights under these terms and conditions, including legal fees, debt recovery fees, clamping fees, towing fees (which may include any reasonable storage and release fees) and fees specified in any Breach Notice. Costs continue to accrue until they are paid.
19. You are liable for any damage to the car park caused by you or your vehicle, including any damage caused by oil or other leaking substances.
20. You agree to indemnify us in respect of any claim made against us arising out of your use of the car park, or out of the use of the car park by any person driving your vehicle on your behalf.
21. 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.
21. We are not liable to you for any amount whatsoever exceeding the amount of fees you have paid to park in this car park for the relevant Parking Session.
22. We reserve the right to not offer you a parking contract. Further, we may revoke any vehicle’s permission or ability to use our car park, in each case where it is necessary to protect our legitimate business interests. Any vehicle parked without a parking contract is parked unlawfully and may be towed or clamped.
23. You acknowledge the use of LPR camera data and images by DOC for the purposes of investigating and enforcing compliance with conservation-related laws and concession agreements. DOC may also share data and images with other agencies where authorised by law.

This car park is managed by Stellar and enforced by LPR Enforcement Services Limited (trading as Stellar).

ENFORCEMENT APPLIES

For queries, please contact:
docsupport@stellar.org.nz
09 479 1100

stellar
PARK BETTER