PROPARK
AUCKLAND
www.farmerscarpark.co.nz
sales@farmerscarpark.co.nz

CARPARK LICENSE AGREEMENT

FARMERS CARPARK, 23 HOBSON STREET, AUCKLAND

Please complete all boxes below

OFFICE USE:#

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1) CONTACT INFORMATION

Account and Contact Name:

Work Ph:

Mob Ph:

Email:

2) REQUIRED RESERVED PARKING:

Required commencement Date:

THIS IS FOR A 24 HR, 7 DAY RESERVED CARPARKING SPACE.

	Monthly rate:	Plus GST:	No. Bays required	TOTAL MONTHLY COST:	
I require: RESERVED Rooftop	$225.00	$33.75	X _____	$258.75	per bay

OR:

	Monthly rate:	Plus GST:	No. Bays required	TOTAL MONTHLY COST:	
RESERVED Undercover	$285.00	$42.75	X _____	$327.75	per bay

Please select your requirements

NOTE: THERE IS NO ACCESS CARD BOND AND NO ADMIN FEE CHARGED

3) NEW CUSTOMER PACK

We will advise you when the new customer pack will be available for collection our CBD Britomart collection point.
PLEASE NOTE The carpark spaces in this building are NOT suited to larger vehicles, ie large SUVs, large Utes and 4WD's.

PLEASE NOTE THE MINIMUM TERM IS THREE MONTHS, THEN THE AGREEMENT ROLLS AUTOMATICALLY MONTH TO MONTH. WHEN YOU WISH TO CANCEL AFTER THE INITIAL THREE MONTHS, PLEASE NOTE THAT THE MINIMUM OF ONE MONTH NOTICE IS REQUIRED, AND MUST COINCIDE WITH THE END OF A BILLING PERIOD (IE END OF A MONTH).

AND - NEVER LEAVE ANYTHING VALUABLE IN YOUR VEHICLE (note we are not responsible for loss, theft or damage to your car).

4) DECLARATION

Being the above named applicant or authorised agent, I declare the above information to be true and correct.
I have read and understood the Terms and Conditions of the License Agreement, as detailed overleaf and provided to me.
I agree that by signing this declaration I hereby accept and agree to be bound by the Terms and Conditions of this License Agreement.

Vehicle Make:

Vehicle Model:

Signed:

Date:

5) NEXT STEP

Please scan/photo and email this form to sales@farmerscarpark.co.nz. Please allow up 48 hours to process and prepare the New Customer Pack including an access card, instructions on use, invoicing, AP form, and map.

We look forward to you parking with us.

TERMS AND CONDITIONS OF USE

PROPARK - FARMERS CARPARK

1. These conditions apply immediately upon signing this agreement and then entering the carpark premises and apply 24hrs, 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.
2. **Hours of Use –** 24 hrs, 7 days, or as otherwise notified to you from time to time.
3. **Permitted Use** – You agree that you will use the individual parking space for one vehicle parking and no other purpose.
4. **Payment of Parking Fee** – You agree to the payment in full of the parking fee as advised to you in accordance with terms of this License Agreement.
5. **Compliance with Directions** – You agree to comply with the Terms and Conditions as may be displayed on entry to the carpark premises, and any Body Corporate rules and relevant legislation that may be applicable, and any instructions by on-site personnel.
6. **Responsibility for Damage**
    a. You are liable for any damage caused to the car park 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 car park or being unable to use the car park 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 car park.
7. **No Safe Custody/Security**
    a. We cannot and do not guarantee the security of your vehicle or its contents;
    b. We shall not be responsible for the security protection of vehicles parked in the Premises nor do we accept any item into our custody for safekeeping;
    c. Our employees, nor the Building Manager's 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. **Right to Relocate** – We have the right to relocate your vehicle if absolutely necessary at our absolute discretion, and accept no liability for any claim made for loss or damage resulting from such relocation.
9. **Conduct**
    a. You agree not to do anything to obstruct any other vehicle or person using the car park. And shall ensure your vehicle does not pose a hazard or leak oil;
    b. There is to be no loitering on the Premises, and no rubbish nor debris left in the car park.
10. **Personal Information** – You agree to provide us with your drivers license number, full name and address details if requested.
11. **Reserved**
    a. You must park only in the bay(s) allocated to you or as directed by us;
    b. You MUST make payment by direct credit to our bank account on the first of each month, always paying the monthly cost monthly in advance;
    c. Your ticket, access card and/or window pass must not be copied or altered in any way;
    d. Your license agreement cannot be terminated within the first THREE months, then following no less than 1 month written notice must be provided to terminate the License Agreement by either party, and MUST COINCIDE with the end of a calendar monthly billing period.
    e. We reserve the right to vary the terms and conditions and parking rates on provision of no less than 1 month written notice to the Licensee.
    f. You will be liable for Debt collection costs, Debtor Agency fees and all other costs arising from the enforcement of this agreement for non-payment..
    g. One access device per carpark will be provided free of charge. Should this require replacement for whatever reason, or not be returned within 3 working days on termination of the license agreement an additional cost of $75.00 incl GST will be invoiced.
12. **Non-Compliance**
    a. Failure to pay for parking, correctly display a current valid ticket or window pass, park correctly in the designated bay and area, parking in a disabled parking bay, 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:
        We shall be permitted to tow or wheel clamp 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/wheel clamping 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.
13. **Interpretation** – To avoid any confusion as to the meaning of these conditions:
    a. "Bay" means parking bay;
    b. "Premises" means the Farmers Carpark on Hobson Street;
    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" and "Licensor" means Propark and includes any of its employees, Directors, shareholders and contractors;
    g. "You" and "Licensee" 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.
14. **Variation**
    a. We reserve the right to vary these terms and conditions on provision of no less than 1 Months notice. Such notice shall be displayed in the car park, posted in writing or presented on our website;
    b. No one is authorised to amend these terms and conditions on our behalf;
    c. Parking attendants and staff are not authorised to vary or amend any of these conditions on our behalf.