

AGREEMENT FOR

PARKING @ SMALES FARM

APPLICATION SCHEDULE

Northcote RD1 Holdings Limited
Private Bag 93 504
North Shore City
0740

Phone: (09) 488 2300
Fax: (09) 488 2303
Email: info@smalesfarm.co.nz

www.smalesfarm.co.nz



FOR OFFICE USE ONLY

Please insert the details below
and sign the declaration.

Car Park Zone:

Access Card No:

1) APPLICANT INFORMATION

First Name

Last Name

Employer:

*Email (compulsory)

Car Make/Model/s:

License Plate No/s:

Work

Street Address:

Mobile

Postal Address (if different from Street Address):

Fax

2) REQUIRED PARKING

Commencement Date:

Monthly Rate:

CarPark 2 @ \$130.00

CarPark 3 @ \$180.00

(including GST)

Initial Fee with Supply of Access Card Fee \$ 20.00

PLEASE NOTE:

- Parking is paid **monthly in advance**, on the 20th of the Month for each succeeding Month commencing on the 1st of the following Month. On-going monthly payments **must** be received by the 20th of the month for the next month's parking to allow processing.
- Once a completed application is received an email will be forwarded with the initial payment required (which may include a part month payment, and next full months payment & Initial Fee) and access card number.
- Replacement Fee for Lost/Stolen/Damaged cards are charged at \$20.00.

3) DECLARATION

Being the above named applicant, I declare the above information to be true and correct. I have read and understood the Terms and Conditions of the License available at www.smalesfarm.co.nz (a hard copy can be provided on request) and confirm that they form part of my agreement with you. I agree that by signing this declaration I accept and agree to be bound by the Terms and Conditions of this Agreement.

Name:

Signed:

Date:

4) GENERAL INFORMATION

On-going Parking is paid monthly in advance on the 20th of the month for the next Month's parking. Your **completed** and **signed** application form may be emailed, faxed or posted to our office. Upon receiving the initial payment the access card will be issued.

Please ensure your name and allocated access card number are shown as references to ensure your payment is allocated correctly to your account.

Payments to:

Account name:

Northcote RD1 Holdings Ltd

Bank:

ANZ

Account number:

01 0102 0790744 30

Reference

Your Name

Code

Allocated Access Card No.

An Automatic Payment Form will be emailed to you with the initial payment amount required to activate your parking account. This must be lodged your bank in sufficient time.

Please allow 3 working days for your application to be processed. **Parking is for a minimum period of three Months from the Commencement Date.** Written notice is required to terminate a Parking License Agreement. Notice must be given by the 20th of the month for cancellation at the end of the following Month.

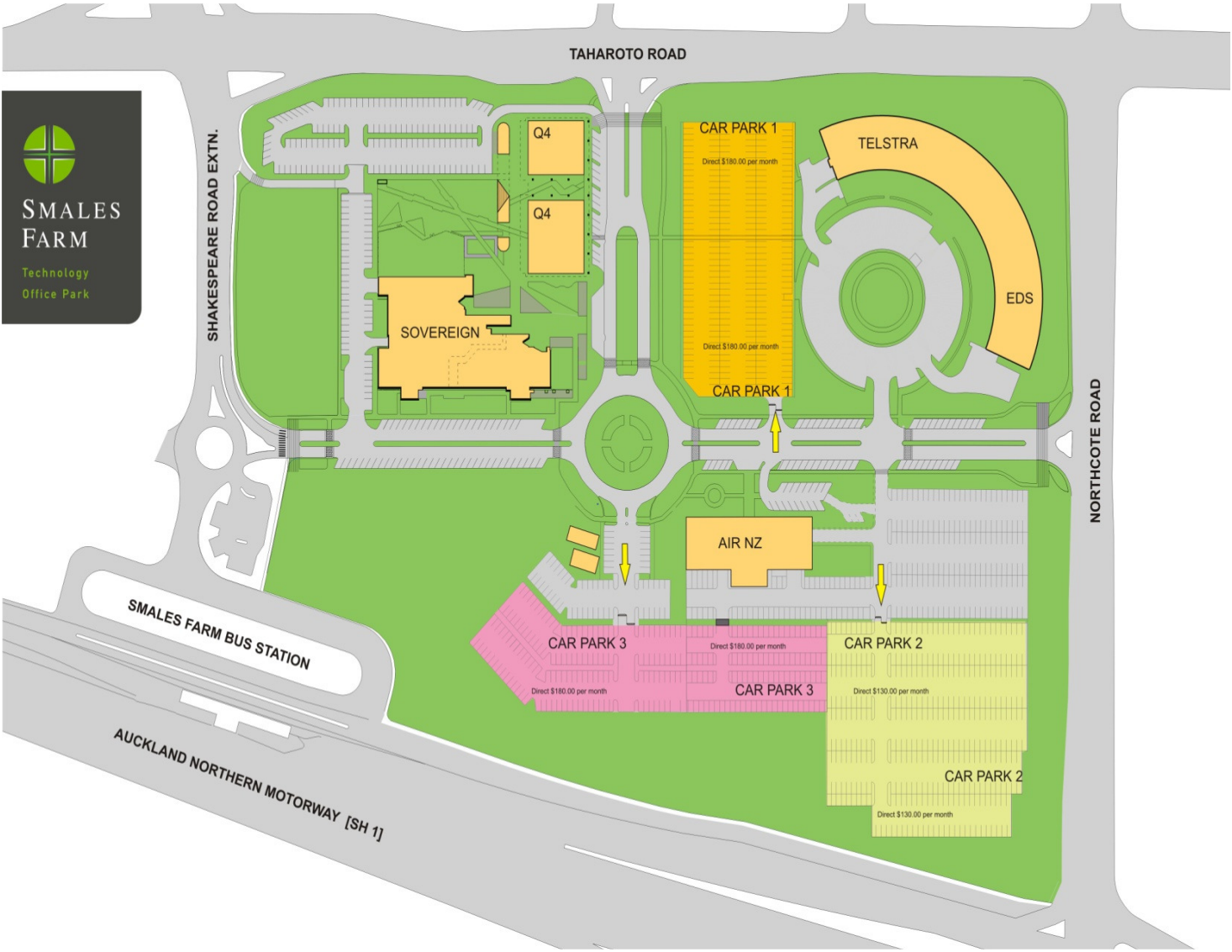
THANK YOU FOR CHOOSING TO PARK WITH NORTHCOTE RD1 HOLDINGS LIMITED/SMALES FARM.



- 1 Payment**
 - 1.1 You agree to pay in full the Initial Fee prior to the Commencement Date specified in the Application Schedule (this fee is for the supply/loading of an access card).
 - 1.2 You agree to pay in full the Monthly Rate specified in the Application Schedule each Month in advance by automatic payment on the twentieth (20th) day of each Month for the following Month during the term of this Agreement, without deduction or set off.
 - 1.3 You agree to pay in full the Replacement Fee for any lost stolen or damaged access cards as specified in the Application Schedule.
- 2 Rate Review**
 - 2.1 We may review the Monthly Rate payable by you at any time on written notice which notice specifies the new Monthly Rate payable. Such written notice must be provided to you at least one Month prior to the effective date of payment of the new Monthly Rate.
 - 2.2 The new Monthly Rate shall be payable by you on the twentieth (20th) day of the next Month.
 - 2.3 If this Agreement has not been terminated by you following receipt of written notice of the new Monthly Rate (as specified in clause 2.1), the new Monthly Rate will be payable by you as set out in clause 1.2 as from the notified effective date.
- 3 Term of Agreement**
 - 3.1 The Agreement commences on the Commencement Date and will continue for a minimum period of 3 months then as a monthly agreement from the first of each Month thereafter until one Months notice of termination is given by either party in writing.
 - 3.2 We may terminate this Agreement on notice in writing to you should you default in performance of any of your obligations under this Agreement.
- 4 Variation of Agreement**
 - 4.1 We may vary the terms and conditions of this Agreement by giving you notice in terms of clause 4.4 which specifies the new terms and conditions, at least one month prior to the date upon which such varied terms and conditions take effect.
 - 4.2 If you do not wish to use our Car Park after the change of terms and conditions, you must notify us in writing within 5 working days after our notice is given. This agreement will then end at the end of the then current Month.
 - 4.3 If no such notice is given, the new terms and conditions as advised by us will take effect from the date specified in our notice.
 - 4.4 We may vary these terms and conditions by notice to you or by notice displayed in the Car Park, or notice presented on our website www.smalesfarm.co.nz.
 - 4.5 No one but us is authorized to amend these terms and conditions on our behalf.
- 5 Car Park Security**
 - 5.1 You must comply with any of our instructions or those of our on-site personnel, and any directions, rules, or conditions of entry we may notify you of or display in the Car Park from time-to-time. Such instructions, directions, rules and conditions of entry shall form part of your obligations under this Agreement.
- 6 Access Control**
 - 6.1 If required we will provide you with an access card for the Car Park following payment of the Initial Fee and the initial Monthly Rate and other monies payable as advised by us to you.
 - 6.2 The access card must not be copied. Only the access card issued by us is valid for use of the Car Park.
 - 6.3 If the access card issued to you is lost, stolen or damaged, you must notify us immediately. You will be liable for any loss, costs or damage incurred by us as a result of use of the lost or stolen access card.
 - 6.4 If you are unable to present your access card at any time then you will not be entitled to use the Car Park. No refund will be made for any alternative parking fees incurred or paid by you or for the loss of the right to use the Car Park.
 - 6.5 A replacement access Card can be provided to you as soon as practical upon our receiving your notice of a lost, stolen or damaged access card. The replacement fee specified by us will be payable by you as specified in the Agreement prior to issue of a replacement access card.
 - 6.6 The access card belongs to us at all times. On termination of this Agreement, you must return the access card to us forthwith. If you fail to return the access card immediately then you agree that you must pay us the Replacement Fee to enable us to issue a replacement access card.
 - 6.7 Mis-use of the access cards may result in the access card being cancelled without warning. If you misuse the access card then we may terminate this Agreement forthwith on notice to you.
- 7 Disclaimer of Liability**
 - 7.1 You accept that we will not be liable to you for any Claim, Costs or Damage resulting from our negligence or breach of our obligations under this Agreement, even if we have been notified of the likelihood of such Claim, Costs or Damage.
 - 7.2 You acknowledge that we are not responsible for any damage or loss of your Vehicle or anything contained in your Vehicle or to you and you accept that you use the Car Park completely at your own risk and release us from any Claim or Costs or Damage absolutely.
- 8 Your Obligations**
 - 8.1 Neither you nor any Authorized Driver may do anything to obstruct any other vehicle or any other person using the Car Park. If you do so, you will be liable, at your cost, to have your Vehicle and/or the obstruction forcibly removed from the Car Park and impounded until all Costs and any other Claim, and/or Costs have been paid by you.
 - 8.2 You and any Authorized Driver must not drop any rubbish or debris or allow any Vehicle to drip engine oil. Should you fail to comply with this clause, you shall immediately incur and become liable for damage to the Car Park and all costs associated with the removal/clean-up.
 - 8.3 You must ensure that any Vehicle which you or any Authorized Driver park in the Car Park:
 - 8.3.1 has a current warrant of fitness and motor vehicle registration;
 - 8.3.2 is roadworthy and able at all times to be driven under its own power; and
 - 8.3.3 does not present any danger or risk to other vehicles or persons in or about the Car Park.
 - 8.4 You will be liable for any Costs incurred in repairing Damage to the Car Park the Parking Zone Area and any car in the Parking Zone Area caused by yourself or any Authorized Driver. You shall pay such Costs to us immediately upon demand.
- 9 Consequences of Breach**
 - 9.1 Failure to pay the Monthly Rate or any of the Damages, Claims or Costs payable by you or to comply with any terms or conditions of this Agreement for five working days is a breach of the Agreement.
 - 9.2 You agree to pay our Costs in recovering the outstanding amount plus any debt collection agency charges. Payment by you of arrears of Monthly Rate and/or Costs, Claims and Damages shall continue notwithstanding that we may have terminated this Agreement.
 - 9.3 If you are in default in performance of your obligations under this Agreement for more than 10 working days then the Vehicle may be towed or clamped by us without further notice and you accept that we are entitled to do so and that you will not be entitled to the return of your Vehicle until you pay all monies then due under this Agreement together with the costs of towing or clamping the Vehicle.
- 10 No Safe Custody**
 - 10.1 We shall not be responsible for the security protection of any Vehicle parked in the Car Park nor will we accept any item into our custody for safekeeping. In the event that an item has been accepted into our custody and the item is subsequently lost or damaged, we will not be liable for that loss or Damage.
- 11 Right to Substitute**
 - 11.1 We have the right to substitute the Parking Zone Area you have selected in the Schedule with another Parking Zone Area by giving you one month's notice in writing.
- 12 Use of Information**
 - 12.1 You agree that we can give any information we have about you to any debt collection agency or any other person in the course of our usual business.
 - 12.2 You agree that we can obtain information about you from any other persons in the course of our usual business activities and you consent to any other person providing us with such information.
- 13 Notices**
 - 13.1 Any notice which you are required to give us is to be in writing and should be delivered or sent by facsimile or by e-mail (the address of which is set out in the Application Schedule).
 - 13.2 Any notice which we are required to give you will be delivered or posted or sent by facsimile or e-mail to your street or postal address or facsimile number or e-mail address as set out in the Application Schedule.
 - 13.3 Where notice of a matter is required to be given a certain number of days in advance under the Agreement, notice will be treated as having been given:
 - 13.3.1 if delivered, on the date that it is delivered; or
 - 13.3.2 if e-mailed, on the date that it is received; or
 - 13.3.3 if sent by facsimile, when the sender received a communication of fax at the end of transmission.
 - 13.4 If you receive a notice from us in any other manner then it will be deemed to be received when received by you.
- 14 Persons Signing on Your Behalf**
 - 14.1 The person signing this Agreement on your behalf, in doing so, represents that he or she has the authority to bind you to the terms of this Agreement.
- 15 Words Used in this Agreement**

To avoid any confusion as to the meaning of this Agreement:

 - 15.1 Parking Zone Area means the designated parking area allocated to you for parking in the Car Park pursuant to this Agreement or as varied in terms of this Agreement from time to time and includes the Car Park all Parking Area Zone, access cards, and the surrounding entrances/exits and driveways.
 - 15.2 "Car Park" means a car park in the Parking Zone Area.
 - 15.3 "Claim" includes any claim for damage, loss, compensation, demand, remedy, liability or action.
 - 15.4 "Costs" includes any fees, charges or costs incurred in recovering rate or damages, including costs on a solicitor and own client basis.
 - 15.5 "Damage" includes direct, indirect, consequential and special damage.
 - 15.6 "Vehicle" means any motor vehicle under the control of you, any Authorized Driver or any other person permitted on the Car Park by you, and includes any accessories or contents of such a motor vehicle.
 - 15.7 "we" and "us" means Northcote RD1 Holdings Limited and includes its' employees, agents and independent contractors.
 - 15.8 "you" means the person named as the "Applicant", and/or "First Name" and/or "Last Name" in the Application Schedule and having signed the declaration in the Application Schedule.
 - 15.9 The "Application Schedule" is the document completed and signed by you headed "Agreement for Parking at Smales Farm Application Schedule" and terms defined in the Application Schedule have the same meaning in this Agreement and the Application Schedule forms part of this Agreement.
 - 15.10 "Authorized Driver" means you or the authorized driver of your Vehicle as notified by you to us from time to time.
 - 15.11 "Month" means a month commencing on the 1st and expiring on the last day of the month.
- 16** This Agreement is a license to you and you accept that it is not a lease and gives you no right to the Car Park or the Parking Zone Area other than the license rights set out in the Agreement which are personal to you.



TAHAROTO ROAD

SHAKESPEARE ROAD EXTN.

NORTHCOTE ROAD

SMALES FARM BUS STATION

AUCKLAND NORTHERN MOTORWAY [SH 1]

Q4

Q4

SOVEREIGN

CAR PARK 1

Direct \$180.00 per month

CAR PARK 1

Direct \$180.00 per month

TELSTRA

EDS

AIR NZ

CAR PARK 3

Direct \$180.00 per month

CAR PARK 3

Direct \$180.00 per month

CAR PARK 2

Direct \$130.00 per month

CAR PARK 2

Direct \$130.00 per month