



Waiheke Marina Carpark

TERMS AND CONDITIONS OF PARKING

10 October 2023

Kennedy Point Boat Harbour Ltd, trading as “Waiheke Marina” (“**Waiheke Marina Carpark**”) provides Casual Public Parking and Berth Holder/Marina User Parking.

Each product description clearly defines the use of the product.

Every person entering the Waiheke Marina Carpark with a motor vehicle must have, on each occasion, a valid Casual Session or Licence to Use (“**Licence**”) issued by Waiheke Marina Carpark and entry to the Car Parks shall be deemed to be acceptance by the User of these Terms and Conditions.

These Terms and Conditions apply to all Users of the Car Parks except to the extent that Waiheke Marina Car Park may vary these Terms and Conditions for specific Users, or specific Car Parks.

1. PARKING FEES

You agree to pay the parking fee displayed at the entrance upon your arrival or departure as we may direct, or any fees agreed to in your Licence.

2. USE OF THE CAR PARKS

You must comply with all rules or directions displayed in the carpark from time to time and with all relevant laws.

You must not obstruct other persons or vehicles using the carpark.

You must provide us with your name and address if asked.

These rules of use also apply to any passengers and other users of your vehicle.

The only vehicles you are authorised to park in the carpark are vehicles which:

- a. Have a current warrant of fitness and motor vehicle registration.
- b. Are roadworthy and able at all times to be driven under their power.
- c. Do not represent any danger or risk to other vehicles, persons, or the carpark.

3. WHAT HAPPENS IF YOU DO NOT COMPLY WITH THESE CONDITIONS?

We may keep your vehicle until you pay all costs.

You will continue to be liable for the parking fee during the period that we retain your vehicle until we recover costs.

While we retain your vehicle, we may clamp it or move it anywhere at your cost.

If you fail to pay our costs within 30 days, we may sell your vehicle to recover costs.

4. YOUR LIABILITY

You agree to indemnify us in respect of any claim made against us arising from your use of the carpark, or the use of the carpark by anyone else with your authority.

You also agree to indemnify Waiheke Marina Carpark in the same manner.

5. OUR POSITION

While we shall take all reasonable care, we cannot guarantee the security of your vehicle.

Nothing contained within these Terms and Conditions limits or restricts any statutory right or remedy that may be available to you.

We accept no liability for any claim by you or any other person, whether for any loss or damage to you or any other person, or to your vehicle or any other vehicle, whether resulting from using the carpark or being unable to use the carpark or from our negligence or otherwise.

6. WE CAN MOVE YOUR VEHICLE

By parking here, you authorise us at your cost, to move your vehicle anywhere even if it is locked. We accept no liability for any claim by you or any other person for any loss or damage caused as a result.

7. WHO IS ENTITLED TO TAKE AWAY YOUR VEHICLE?

We may retain your vehicle until we are provided with proof of ownership or entitlement that we determine to be satisfactory to us. While we retain your vehicle, we can move it anywhere.

The parking fee continues to be owed for the period that we retain your vehicle.

We accept no liability for any loss or damage as a result of retaining or delivering your vehicle in accordance with these conditions.

8. ABANDONED VEHICLES

If you pay the parking fee upon arrival and your vehicle is left in the car park beyond its permitted time, we may either clamp the vehicle or move it and store it at your cost.

If you are not required to pay the parking fee until leaving the car park and your vehicle is left in the car park for more than 48 hours without our express prior approval, we may either clamp the vehicle or move and store the vehicle at your cost.

After 30 days we are entitled to sell your vehicle and its contents to pay any costs that remain outstanding.

9. DAMAGE

You are liable for any damage to the carpark caused by your vehicle, including damage caused by oil or other substances.

10. NO SAFE CUSTODY OF VEHICLES

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, except the keys to your vehicle where possession is taken at our employees' request.

11. WHO ELSE HAS RIGHTS UNDER THIS AGREEMENT?

All our rights under this agreement are also for the benefit of and enforceable by our employees and agents, and Waiheke Marina Carpark.

Your rights under this agreement are for your benefit only.

12. WAIVER

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.

13. WILL THESE CONDITIONS EVER CHANGE?

We can amend any of these conditions at any time. Carpark attendants are not authorised to amend these conditions on our behalf.

14. OTHER AGREEMENTS

If there is any inconsistency between these conditions and those contained in any other written agreement which you have entered with us, the conditions in that other agreement will prevail.

15. ONLINE CASUAL PARKING

15.1. A casual parking session is started automatically by driving up to the gate.

15.2. Payment for your casual session is at the end of your stay within 10 minutes prior to your exit.

15.3. Payment for casual parking is via the website <https://parking.waihekeislandmarina.nz/pay> and entering the users license plate details and paying via credit card.

15.4. You may request a receipt by entering in your email address on the payment page after your payment is completed.

15.5. If you stay longer than your current paid for period, then the barrier arm may not let you exit until you have paid for your complete session.

16. COMMENTS AND COMPLAINTS

Any comments relating to Car Parking should be made to Waiheke Marina Carpark using one of the following contact details:

Waiheke Marina Carpark Management

143 Donald Bruce Road

Kennedy Point

Waiheke Island 1081

E-mail: office@wimarina.co.nz

Telephone: 09 200 2870

Waiheke Marina Carpark - Frequently Asked Questions

➤ ***What hours is the Waiheke Marina Carpark open for Public Parking?***

The Waiheke Marina Carpark is open for Public Parking from 7am in the morning. The carpark closes at 5pm in the winter and 8pm in the summer. Access to the carpark will cease 30 minutes prior to closing time.

➤ ***How do I use the carpark if I am not a berth holder?***

You can enter the carpark as a casual user by driving up to the gate. The license plate camera will read your plate and open the gate. You can then enter. Only proceed down the gangway if the green (OK to enter) light is activated.

When returning to your car you need to scan a QR code at one of the signage points around the facility and visit the website where you can enter your licence plate details and pay online using your credit card.

When you get to the exit, the camera will read your plate and the gate at the top of the gangway will open for you to exit. Only proceed if the green (OK to exit) light is activated.

➤ ***Do I need to park in a special area?***

You are only allowed to park in the Public parking spaces at Waiheke Marina Carpark. These are located along the left-hand side of the facility, closest to the rock breakwater.

➤ ***What do I do if the barrier gate does not open when I arrive at the car park?***

If the gate does not open, then the carpark may be closed, full for casual parkers or your licence plate may not be registered with the system. You can contact the Marina site office for assistance.

➤ ***What do I do if the gate does not open when I exit the car park?***

If the gate does not open, visit our team at the Marina office to confirm that you have paid for casual parking or that you are a registered berth holder.

➤ ***Where can I send my feedback?***

Your feedback is appreciated. We strive to provide great service and your feedback helps us ensure that service is as good as possible. Please email feedback to manager@wimarina.co.nz.

➤ ***What do I need to bring with me to the car park?***

To use the carpark, you just need your vehicle that is registered (via its licence plate) with Waiheke Marina. If you are not a berth holder you will be requested to pay the casual parking rates. You will need to have a suitable payment method with you to do that.

➤ ***What carpark options are available if I am not a berth holder?***

Parking options are limited to parking in the Public spaces during the Marina's public opening hours and for a single use (i.e., multiple entry and exit is not provided).

➤ ***What do I do if I return to my vehicle after the Waiheke Marina carpark is closed?***

If you return to your vehicle after using the Marina and it is outside opening hours for the carpark, you should exit in the normal manner. If you return to the Marina and access to the carpark from the wharf is not open, you will need to contact Waiheke Marina staff to obtain access.

An after hours exit fee may be charged if your vehicle has not been removed from the carpark during opening hours.

➤ ***How can I obtain a copy of my receipt?***

You can request a receipt be emailed to you after you pay.

➤ ***What if the car park is full when I arrive?***

If the Waiheke Marina entry sign displays "Carpark full" then you should not drive onto the entry wharf as there will be no car parking spaces available. If you are on the wharf and the gate does not open because the car park is full, you will need to turn around using the marked loading bay and exit the wharf.

➤ ***How do I know my details are secure?***

We only hold basic information that we need to operate the system efficiently, no credit card data is stored by us at all. Our site is SSL certified and for more information, please refer to our privacy policy.

➤ ***Do I get a designated Parking bay?***

No. If you are a casual user you can park in any of the designated Public spaces. If you are a berth holder you can park in any of the Parking spaces available.

➤ ***What payment methods can I use to pay online?***

You can pay using any major credit card via our Windcave hosted payment page.

Other payment methods are currently not available.