

PERMANENT PARKER APPLICATION FORM

Read this together with your Secure Parking Permanent Parker Agreement

ACCOUNT NO. (Office Use Only)	Account Manager:
-------------------------------	------------------

PART A - Your Details (Please complete Item A1 OR Item A2, and Item A3)

A1. What are your details if you are a Company?

Company Name			ABN/NZBN:
Trading Address			
Postal Address			Post Code:
General Contact		Accounts Contact	
Work No.		Mobile No.	
Email Address - your invoice and notices may be sent to this address:			Fax No.

A2. What are your details if you are an individual / sole trader?

Individual / Sole Trader Name			
Trading Address			
Postal Address		Postal Code:	
Contact Numbers	Work No.	Mobile No.	

Email Address - your invoice and any notices may be sent to this address:

A3. Promotional Offer – Club Secure Membership

Club Secure is Secure's loyalty program entitling you access to discount parking, exclusive partner offers and deals, great prizes and special alerts. Club Secure Membership is FREE and you can cancel your membership at any time. For full terms & conditions of Club Secure please visit www.secureparking.co.nz

When you become a Permanent Parker you will automatically be made a member of Club Secure. Please tick here if you do not wish to be made a member of **Club Secure**.

PART B – Permanent Parker Details

B1. Secure Car Park Name:		Car Park No.
Authorised Access Hours:	24 hours / 7 days	Nominated Days: Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> (Flexi Perm only)

B2. – Term of your licence		Promotional Offer (Office Only)
Licence Start Date		
Minimum Term	3 Months. Please note month to month thereafter. Cancellation requires one month's notice in writing.	

--

B3. Permanent Spaces and Accounting Fees

Non-Reserved Space(s) OR Reserved Space(s) Tandem Reserved Space(s) Flexi Perm

Non-Reserved Parking Space Fee	0 @ \$ per space per month
Reserved Space Parking Fee*	0 @ per space per month
Tandem Reserved Parking Space Fee	0 @ per space per month
Park Spare Fee	0 @ per pass per month
Accounting Fee**	\$20.00 per month.

**Please note that the Accounting Fee in part B3 above will be charged each month to accounts that do not adopt the Direct Debit payment options*
***Please note: Reserved Spaces are Monday – Friday only. All Permanent Spaces operate as Non-reserved Spaces on weekends*

B4. Application Fees and Security Deposit

Security Deposit	
Account Establishment Fee	Waived

B5. Miscellaneous Fees

Access Device replacement fee	\$60.00	Deactivating card due to late payment	\$50.00
-------------------------------	---------	---------------------------------------	---------

B6. Access Device Collection Method		(Please tick ONE method)
Express Post - \$11	Items to be sent by Express Post within 5 working days of the Licence Start Date. (1-3 working days)	<input type="checkbox"/>
Normal Post \$0	Items to be sent by Normal Post within 5 working days of the Licence Start Date. (5-10 working days)	<input type="checkbox"/>
Collect in person	Items will be available for collection from Secure Parking's offices.	<input type="checkbox"/>

B7. Summary of Charges		B8. Owner / details for all vehicles (Please list below. Please attach additional pages if not enough space)		*Office Use Only	
Pro Rata		Name	Registration	Pass/Key/Window Badge #	Bay #
Permanent Space Fees					
Security Deposit					
Establishment Fee					
TOTAL (incl. GST)					
GST Amount					

B9. Payment Method (Please indicate the account payment method you wish to use)		(Please tick ONE method)
Direct Debit – BANK ACCOUNT or CREDIT CARD	Initial payment to be deducted from your nominated bank account or credit card followed by subsequent monthly deductions. Once contract is signed, your Sales Representative will email you a secured link for Payment Authority.	<input type="checkbox"/>
On Account – Incurs a \$20 monthly accounting fee.	Initial payment to be made from your nominated account and followed by subsequent monthly payments. Initial payment must be paid prior to receiving pass/s	<input type="checkbox"/>

SECURE PARKING – PERMANENT PARKER AGREEMENT GENERAL TERMS

An Application, together with these Permanent Parker Agreement General Terms, forms an agreement between Secure Parking NZ Ltd (NZBN 9429038348471) (**Secure**) and the person referred to in the Application (**You**)

1. In this Agreement, unless the context requires otherwise:

Access Device means any form of access or identification device, card, code or PIN.

Agreed Number means the number of parking spaces shown in the Application, as may be varied from time to time in accordance with this Agreement.

Application means the Permanent Parker Application form completed by you for a Permanent Parking Space that has been approved and accepted by Secure (as may be amended by agreement between the parties from time to time).

Authorised Access Hours means the authorised hours and days detailed in your Application.

Authorised Parker means a third party who parks a Vehicle in a Permanent Parking Space with your authorisation.

Flexi Perm Pin means the PIN provided to a Permanent Parker who has selected the Flexi Perm product to access the Secure Car Park on the Nominated Days only.

Licence Start Date means the date recorded in your Application.

Market Rate means the amount determined by Secure, in its reasonable discretion, to be the amount per month that Secure may charge a Permanent Parker for the Permanent Parking Space in a Secure Car Park comparable to that provided under this Agreement.

Minimum Term means the minimum term described in your Application.

Nominated Days means a maximum of 4 week days nominated by you in your Application.

Permanent Parker means any person who is granted a licence by Secure to occupy a Permanent Parking Space in a Secure Car Park.

Permanent Parker Licence has the meaning given to it in clause 5.1.

Permanent Parking Space means a car park space licensed to you by Secure under this Agreement.

Permanent Space Fees means the permanent space and accounting fees detailed in your Application, as may varied from time to time under this Agreement.

PIN means personal identification number.

Secure includes Secure's assignees and successors and if the context requires it also includes Secure's servants, agents and contractors and **you** also includes your successors, servants, agents and contractors.

Secure Car Park means any car park identified in your Application where a Permanent Parking Space is located; or any participating Secure Parking car park you enter or park in under this Agreement.

Secure Parking App means the secure parking mobile application that Secure makes available on third party application stores for you to download onto your mobile device.

Space Change has the meaning given to it in clause 7.2(b).

Vehicle means each vehicle identified in your Application.

Words importing the singular include the plural and vice versa. Words importing gender include every other gender. Words importing persons include bodies corporate and vice versa. Any indemnity or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

2. Agreement

2.1 By completing and submitting the Application to Secure, you agree that if the Application is approved and accepted by Secure, you will be bound by:

(a) this Agreement;

- (b) the terms and conditions of the relevant Secure Car Park displayed at the entry to the Car Park; and
- (c) the Secure Privacy Policy located at <https://www.secureparking.co.nz/en-nz/about/stuff-to-know/privacy-policy>; and
- (d) the Secure Website Terms of Use located at <https://www.secureparking.co.nz/en-nz/about/stuff-to-know/website-terms-of-usage>.

2.2 If you are completing your Application through the Secure Parking App and you are a registered user of the Secure Parking App, then in addition to those terms recorded under clause 2.1, you will also be subject to the terms and conditions set out in the Secure Parking App Terms of Use which can be located in the Secure Parking App.

3. Amendments to this Agreement

3.1 Secure may vary the terms of this Agreement by notice to you and such variations will take effect no less than one month after the notice is given. Notice of any amendments to this Agreement may be provided to you (a) directly; (b) through a prominent notice on the Secure Parking website at <https://www.secureparking.co.nz/en-nz/>; and/or (c) if you are a user of the Secure Parking App, through a prominent notice in the Secure Parking App. Please check the Secure Parking website and Secure Parking App regularly to ensure you are aware of any updates to this Agreement.

4. Application of this Agreement

4.1 Secure offers Permanent Parking Spaces only on the terms and conditions of this Agreement.

4.2 Unless you have opted out of becoming a member of Club Secure in the Application, as soon as your Application is processed and approved and accepted by Secure, you will automatically be made a member of Club Secure and you will be bound by the Club Secure terms and conditions. For full terms & conditions of Club Secure please visit www.secureparking.co.nz.

5. Licence to park

5.1 Subject to your payment of all amounts due to Secure under this Agreement, Secure grants you a non-exclusive licence to park the Vehicle in a Permanent Parking Space during the Authorised Access Hours during the term of this Agreement (**Permanent Parker Licence**).

5.2 You may terminate the Permanent Parker Licence at any time after the expiry of the Minimum Term by giving at least one month's prior written notice to Secure, or as set out under clause 5.3.

5.3 You may terminate the Permanent Parker Licence immediately upon the payment of an amount equal to the Permanent Space Fee for the remaining number of months (including for any part month) until the end of the Minimum Term, plus one month of the Permanent Space Fee in lieu of notice by you under clause 5.2.

5.4 Secure may terminate this Agreement by giving you ten days notice. If you breach any term of this Agreement, and fail to remedy such a breach within two days of receiving notice from Secure to do so, Secure may, without prejudice to its other rights hereunder, terminate this Agreement with immediate effect.

5.5 You may request an increase in your Nominated Days at any time by notice to Secure. You may also request a decrease in your Nominated Days at time after the Minimum Term by providing not less than one month's written notice to Secure.

6. Variation of the Agreed Number

6.1 Should you require additional Permanent Parking Spaces from time to time then, subject to availability, Secure may agree to vary the Agreed Number and recalculate the Permanent Space Fee for that number of Agreed Spaces. Such additional Permanent Parking Space(s) are made available on the terms and conditions in this Agreement.

6.2 Should you wish to reduce the Agreed Number you may do so by terminating the Permanent Parker Licence for Permanent Parking Spaces subject to notice and payment as provided for in clauses 5.2 and 5.3.

6.3 You acknowledge that the Permanent Space Fee is calculated at the Market Rate for the Agreed Number and may include a volume discount. If you change the Agreed Number, Secure reserves

the right to charge you the Market Rate for the new Agreed Number. This is in addition to any other rights of variation Secure has under this Agreement.

7. Bay and Secure Car Park allocation

7.1 You only have the exclusive right to use a Permanent Parking Space if you have elected, and Secure has approved, a reserved space as set out in your Application, otherwise you have no exclusive right to use a Permanent Parking Space.

7.2 Secure may, from time to time:

- (a) if it considers it reasonably necessary for the safe and efficient operation of the relevant Secure Car Park, on notice allocate you an alternative Permanent Parking Space.
- (b) amend your Permanent Parking Space from a reserved space to an unreserved space (**Space Change**) and recalculate the Permanent Space Fees as required to reflect the Space Change. Notice of the Space Change and the Permanent Space Fees will be provided to you by Secure in accordance with clause 12.1.

7.3 Without limiting Secure's rights under clause 7.2, Secure may also at its discretion, provide a Permanent Parking Space on the terms of this Agreement at a reasonably nearby car park instead of the Secure Car Park specified in your Application. Reallocation to a nearby car park is at Secure's sole discretion and may be made for operational reasons, including but not limited to, damage to or closure of any Secure Car Park, road closures or other operational reasons affecting Secure, including if a Secure Car Park becomes unavailable to Secure. Upon reallocation by Secure, any necessary changes shall be deemed made to your Application. For the avoidance of doubt, your use of a Permanent Parking Space to which you have been allocated in another car park is still subject to the terms and conditions of this Agreement.

8. Vehicle access

8.1 Before parking a Vehicle you must validate your Access Device. To validate your Access Device you must notify Secure of the Vehicle to which the Access Device corresponds, the Vehicle owner's name and the Vehicle's registration number (and any other details Secure requests) and Secure must confirm access to the Secure Car Park for that Vehicle.

8.2 If you use an Access Device, or permit it to be used, so as to park more than the Agreed Number of Vehicles in a Secure Car Park at any one time, you agree to pay for parking the excess vehicles at the daily tariff rates for casual parking at the relevant Secure Car Park at the time those vehicles were parked in the Secure Car Park. Secure may require you to pay this amount at any time.

8.3 As a condition of granting such additional access to the Secure Car Park, Secure may charge you its then current fee for issue or alteration of additional Access Devices. Where access arrangements are varied as to the Vehicle or otherwise, you must also pay Secure's then current charges for relevant system changes (including but not limited to licence plate recognition) or if no fee is then current, a fee Secure determines in its discretion acting reasonably.

8.4 If you are not in possession of your validated Access Device, or your Access Device is deactivated for any reason, then when entering or leaving a Secure Car Park you must pay the daily parking tariff for casual parking at the Secure Car Park at that time. All physical Access Devices remain the property of Secure and must be returned when this Agreement terminates, or earlier if Secure requests. Should any Access Device not be returned for any reason, or be damaged, you must pay Secure's then current Access Device replacement fee.

9. Payment

9.1 You must pay Secure the Permanent Space Fees without any deduction monthly in advance. Permanent Space Fees are due and payable before the first day of every calendar month, with the first pro rata payment due on the date of this Agreement. Secure may charge a reasonable fee for processing payments made by credit card.

9.2 Any other purchase, receipt, consumption, value added tax, sales tax, levy, or any other duty tax or other impost that may be imposed in respect of any Permanent Parking Space or upon car parking or upon using the Secure Car Park (Parking Impost), or upon this Agreement or anything supplied under this Agreement, is not included in the Permanent Space Fees or other fees that may be charged to you from time to time. You must pay to Secure any Parking Impost charged to, or payable by, Secure by law or otherwise to the extent which Secure considers the Parking Impost directly or

indirectly attributable or apportionable to any Permanent Parking Space or any supply to you and that amount shall be recoverable by Secure on demand.

10. Parking and related obligations

10.1 You agree with Secure:

- (a) that your obligation to pay any amount, fee or charge set out in this Agreement arises at the time specified for payment of that amount, fee or charge or, if no time is specified, on the completion of the services to which that amount, fee or charge relates.
- (b) to pay Secure's reasonable charges for any additional service (such as battery charging, call-out or after-hours exit) Secure may provide to you from time to time.
- (c) to pay interest on demand to Secure in respect of any amounts, fee or charge not paid when due under this Agreement. Interest is to be calculated daily at the cash target rate published by the Reserve Bank of New Zealand from time to time plus a margin of 3% per annum. If that rate is unavailable Secure may choose a reasonably equivalent rate.
- (d) to comply with all the rules and regulations relating to the management and use of each Secure Car Park as may be made from time to time by Secure, and to obey all lawful directions given by Secure and in particular, those applicable to the display or use of the Access Device, speed restrictions, traffic flow directions and areas designated as being either "no parking" or "reserved parking". The conditions of parking displayed at the entrance or within a Secure Car Park from time to time shall be deemed to be incorporated in this Agreement so far as they are not varied by or inconsistent with the express terms of this Agreement.
- (e) to use the Secure Car Park only during the Authorised Access Hours.
- (f) (if applicable) to allow Secure to access for any lawful purpose (including but not limited to carrying out repairs in a Secure Car Park) any part of a Secure Car Park which you may be entitled to access but Secure would not for any reason be entitled to access but for this clause.
- (g) to ensure that any Authorised Parker complies with all obligations of this Agreement in respect of parking, access and conduct, as if they were you.
- (h) that Secure may act on and you will be bound by any person appearing or purporting to act on your behalf in respect of all matters to do with this Agreement including its variation and termination.
- (i) to comply with Secure's requirements from time to time about the manner of payment of payment amounts under this Agreement.
- (j) to take all reasonable steps to prevent the unauthorised use of any Access Device.
- (k) that Secure may request your (or your Authorised Parker's) proof of identity or signature at points of exits of Secure car parks.
- (l) to pay Secure for any damage caused by you, your Authorised Parker, or your Vehicle to the relevant Secure Car Park including, but not limited to, any damage caused by oil or other substances which leak from your vehicle.

11. Security Deposit

11.1 On signing this Agreement, you must pay the security deposit and account establishment fees recorded in your Application. The security deposit may be held by Secure and applied and set-off by Secure toward any costs incurred by Secure if you breach this Agreement or toward any amount unpaid by you.

12. Variation of Fees and Space Change

12.1 Unless otherwise agreed by Secure, Secure may from time to time, give you not less than one month's prior written notice at any time of a variation of the Permanent Space Fee or any other fee specified in your Application, and/or a Space Change (**Variation**). Notice of the Variation will be provided to you by Secure through one or more of the methods of notification prescribed in clause 3 of this Agreement. If you do not agree to the Variation, you have the right to terminate this Agreement by providing written notice to Secure within 1 month of receiving notice of the Variation from Secure.

You will be deemed to have accepted the Variation if you continue to use your Permanent Parking Space or the Permanent Parking App after expiry of the 1 month notice period.

13. Risk, liability and Consumer Law

13.1 The Consumer Guarantees Act 1993 (**CGA**) provides consumers with guarantees that cannot be excluded, restricted or modified. This Agreement does not affect any rights you have under the CGA or any other legal rights which cannot be excluded or modified.

13.2 For services that are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, and/or where you are in trade, you agree that the CGA will not apply. To the extent permitted by the CGA and subject to any other legal restriction, Secure excludes:

- (a) all terms, conditions, warranties, guarantees (either express or implied) and any other liability that might apply to Secure in respect of this Agreement or anything done under them; and
- (b) any liability for any indirect, special, consequential or economic loss or damage whether or not arising from default or negligence by Secure or its employees or agents, including loss or damage to your Vehicle.

13.3 You must indemnify Secure in respect of all losses, costs or expenses which Secure suffers or incurs in respect of: (a) a breach of this Agreement by you or your Authorised Parker, including enforcing them; (b) the Vehicle; or (c) your use, or your Authorised Parker's use, of a Secure Car Park. In the case of paragraphs (b) and (c) your liability to indemnify Secure is reduced to the extent that any relevant expense is caused by Secure's negligence or default.

14. General

14.1 Secure and its contractors, employees or agents may move any Vehicle parked in a Secure Car Park (including by entering and driving it, lifting it, sliding it or towing it) if Secure reasonably considers:

- (a) it necessary in an emergency;
- (b) that the Vehicle has been abandoned; and/or
- (c) it necessary for the safe or efficient operation of a Secure Car Park.

Secure may charge you a reasonable amount for moving the Vehicle if the need to move it arises because you or your Authorised Parker has breached this Agreement, appear to abandon the Vehicle, or have caused obstruction or during the period of retention or sale for non-payment. Secure may deny a Vehicle access to or departure from a Secure Car Park if any amount you owe Secure has not been received by Secure by the time it is due.

14.2 Unless the contrary is clear, fees or charges payable under this Agreement are calculated exclusive of Goods and Services Tax (GST) and Secure may add GST to any such amount and the GST shall be payable at the same time as fee, charge or other amount is payable. If the fee, charge or other amount is inclusive of GST but the rate of GST varies from that previously applicable, Secure may vary it accordingly.

14.3 You grant Secure a 'security interest' as defined in the Personal Property Securities Act 1999 (**PPSA**) in the Vehicle to secure everything you owe Secure in respect of this Agreement. Secure may retain possession of the vehicle until everything you owe Secure in respect of this Agreement has been paid. Amounts Secure claims will continue to accrue during the period that Secure retains the Vehicle until Secure recovers all amounts from you. If amounts due to Secure in respect of this Agreement remain unpaid after 30 days, you agree that Secure can sell the Vehicle and use the proceeds to pay the amounts you owe Secure and you agree to take all steps required by Secure to enable Secure to do so. Our rights and powers in relation to the security interest described in this clause do not limit our rights and powers under the PPSA. Nothing in this contract limits or excludes any common law or statutory lien or other rights we have over the Vehicle.

14.4 You agree and accept that Secure does not accept, nor does it have authority to accept, any vehicle or any other goods or chattels for secure or safe parking or custody.

14.5 The use of the word 'Secure' in the name 'Secure Parking' does not imply anything to the contrary.

- 14.6 To the extent permitted by the CGA and subject to any other legal restriction, Secure will not be liable for any loss or damage whatsoever to any such vehicle goods or chattels alleged to have been left with Secure for safe custody howsoever such loss or damage may be caused, whether by the negligence or otherwise of Secure or by the negligence or otherwise of any person acting with or without the authority of Secure.
- 14.7 Secure may give you notice under this Agreement by sending a notice to you at the address you give in your Application or any other address you notify to Secure or at any other address where Secure reasonably believes you to work, stay or reside. If you give Secure an email address, Secure may also give you notices by email to that address. Secure may also give you a notice by leaving it on or in your Vehicle inside or outside a Secure Car Park. Each of these methods of notice may also be used to give you notice for the purposes of any legal proceedings. You should notify Secure if your contact details change.
- 14.8 You must pay Secure its full costs of any action to recover amounts you owe including Secure's legal and mercantile agents' fees on a full indemnity basis.
- 14.9 Secure is committed to your privacy and handles all personal information in accordance with applicable privacy laws. We have a privacy policy which records how: (a) Secure collects, stores, uses and discloses your personal information; (b) you may request access to, and correction of, the personal information about you that Secure holds; (c) you may complain about a potential breach by Secure of the applicable privacy laws, and how Secure will deal with such a complaint. A copy of Secure's privacy policy is available at <https://www.secureparking.co.nz/en-nz/about/stuff-to-know/privacy-policy>.
- 14.10 Nothing in this Agreement shall be construed as creating any bailment or tenancy or conferring any interest upon you by way of lease or otherwise in a Secure Car Park or Permanent Parking Space. This Agreement is personal to you and you may not transfer any of your rights or obligations in respect of it. Secure may transfer both its rights and obligations under this Agreement and you must sign any novation or other document Secure requires for that purpose.
- 14.11 To the extent that any provision or part of this Agreement is either invalid or unenforceable by any applicable law that provisions or part shall be ineffective and shall not invalidate or modify the remaining provisions or parts hereof, which shall continue in full force and effect.
- 14.12 Time shall be of the essence for the purposes of this Agreement in respect of your obligations. No time or other indulgence granted by Secure shall constitute a waiver of any of its rights herein or at law and Secure shall not be precluded from exercising any such rights against you which may have arisen in the past or which might arise in the future.
- 14.13 If Secure makes parking available to you after you are given this Agreement you are taken to have accepted this Agreement and it binds you even if Secure or you do not date or sign it.
- 14.14 For internal accounting purposes Secure may clear a credit balance at any time more than 12 months after you last incurred charges. Secure is not required to investigate or refund credit balances to you until requested to do so in writing.
- 15. **Flexi Perm**
- 15.15 If the Authorised Parker has selected a Flexi Perm space it must only access the Secure Car Park on the Nominated Days using the Flexi Perm PIN. If the Vehicle accesses the Secure Car Park on days other than the Nominated Days the usual drive in casual rates will apply. The Flexi Perm Pin is valid for multiple entries and exits on the Nominated Days during normal operating hours.

Signed by Secure's authorised representative

Signed by you or your authorised representative

Name

Name

Position

Position

Date

Date