

# Carpark Terms and Conditions

<b>Hotel Name</b>	Distinction Invercargill Hotel
<b>Carpark Location</b>	3-9 Esk Street West Invercargill opposite Distinction Invercargill Hotel
<b>Effective Date</b>	20.04.2026
<b>Reference</b>	Carpark Esk Street

## 1. Scope and acceptance

These Terms and Conditions apply to all drivers, registered owners, guests, visitors, contractors, staff, delivery personnel and any other person who enters, uses or leaves a vehicle in the carpark operated for or on behalf of Distinction Invercargill Hotel.

By entering or using the Carpark, each user is deemed to have read and accepted these Terms and Conditions and any posted instructions, tariff notices, access-control directions, payment notices, validation rules, stay limits and safety signage displayed at the Hotel or within the Carpark.

## 2. Who may park

Parking is permitted only in accordance with the Hotel's current operating rules, including any guest, visitor, staff, event, accessible, valet, loading, service, contractor, reserved or paid-parking arrangements notified by signage, booking confirmation, reception staff or the Hotel's systems.

Parking may be refused, limited, suspended or revoked at any time for operational, security, safety, maintenance or compliance reasons.

## 3. Parking conditions

Vehicles must be parked wholly within a marked bay unless otherwise directed by Hotel staff.

Users must comply with all posted stay limits, permit rules, access hours and payment requirements.

Accessible bays, EV charging bays, loading zones, service areas, valet areas, no-stopping zones, emergency routes and reserved bays may only be used in accordance with the applicable signs or authorisation.

The Hotel may relocate, immobilise, issue breach notices for, or arrange removal of any vehicle that is parked unlawfully, unsafely, obstructively, abandoned, unregistered, leaking fluids, or in breach of these Terms and Conditions, at the user's risk and cost where permitted by law.

## 4. Fees and payment

Parking charges, validation arrangements, grace periods, lost-ticket fees, overstays, no-show charges and any ancillary charges are as displayed or otherwise notified by the Hotel from time to time.

Payment must be made by the method and within the timeframe specified by the Hotel. If the Hotel uses licence plate recognition, ticketless entry, online payment, kiosk payment, QR payment, valet billing or

room-charge validation, the user remains responsible for ensuring the vehicle is correctly registered and the applicable charges are paid.

Unless prohibited by law, unpaid amounts may be recovered together with reasonable administration and enforcement costs.

## **5. Access systems and licence plate recognition**

The Carpark may use boom gates, intercoms, cameras, licence plate recognition, RFID, QR codes, room validation, permit databases or similar access-control systems. System availability is not guaranteed and the Hotel may use manual operating procedures where needed.

Users must ensure any registration number, booking reference, permit details or validation data they provide is complete and accurate. Incorrect or incomplete information may result in charges, denial of access or enforcement action.

## **6. Risk and liability**

The Carpark is used at the user's sole risk. To the maximum extent permitted by law, the Hotel and its related entities, employees, contractors and agents are not liable for loss of or damage to any vehicle or its contents, or for personal injury, delay, inconvenience or consequential loss arising from use of the Carpark, except to the extent caused by their negligence or as otherwise required by law.

The Hotel does not take custody of vehicles or contents merely by providing parking, access control, surveillance, validation or payment facilities unless the Hotel expressly accepts custody under a separate valet or written storage arrangement.

## **7. Security and safety**

Users must obey all speed limits, traffic arrows, pedestrian crossings, height limits, weight restrictions and emergency directions.

No dangerous goods, illegal items, nuisance activity, reckless driving, unauthorised repairs, vehicle washing or prolonged idling are permitted unless expressly authorised.

Children and personal belongings must be supervised at all times. Vehicles must be locked and valuables removed or kept out of sight.

## **8. Vehicle removal and enforcement**

The Hotel may issue warnings, breach notices, wheel-clamp where lawful, restrict future access, or arrange towing or other enforcement action if a user breaches these Terms and Conditions, fails to pay, misuses an access credential, provides false details, obstructs operations or compromises safety or security.

Where a vehicle is removed or enforcement action is taken, the user is responsible for all associated charges, storage fees, contractor fees and reasonable administration costs to the extent permitted by law.

## **9. Privacy**

The Hotel may collect, use, disclose and retain personal information associated with parking operations, including vehicle registration numbers, entry and exit times, payment information, camera images,

intercom records and correspondence, for purposes including access control, payment, enforcement, safety, fraud prevention, customer support and legal compliance.

Personal information will be handled in accordance with the Hotel's privacy policy and applicable privacy law. Users should ensure the Hotel's privacy policy is available and linked or referenced where appropriate.

## **10. Damage, contamination and indemnity**

Users are liable for any loss, damage, contamination, clean-up cost, alarm activation, equipment damage, property damage or third-party claim arising from their breach of these Terms and Conditions or from the condition, loading or operation of their vehicle, except to the extent caused by the Hotel.

Each user indemnifies the Hotel against claims, loss and expense arising from the user's breach of these Terms and Conditions or unlawful, negligent or unsafe conduct in the Carpark.

## **11. Availability and force majeure**

The Hotel may close, suspend or restrict all or part of the Carpark at any time for maintenance, events, emergencies, utility failures, weather, security incidents, government requirements or other circumstances outside the Hotel's reasonable control. Refunds or credits are only available where required by law or expressly stated by the Hotel.

## **12. Changes and interpretation**

The Hotel may amend these Terms and Conditions, tariffs and operating rules at any time by updating signage, online terms or notices at the Hotel. The current version applies from the time it is published or displayed unless stated otherwise.

If any provision is invalid or unenforceable, the remaining provisions continue to apply. These Terms and Conditions are governed by the laws of [Jurisdiction], and the parties submit to the non-exclusive jurisdiction of its courts.

## **13. Contact and complaints**

Questions, payment queries, validation issues and complaints should be directed to The Hotel Duty Manager 03 217 1234. Users should raise any issue as soon as reasonably practicable and provide sufficient information to identify the vehicle, date, time and reason for the query.