



## **HIGHBROOK PARK CONDITIONS OF ENTRY**

**Welcome to Highbrook Park.**

**By entering the Park, you agree to the Conditions of Entry.  
Importantly, we ask you to note the following.**

1. You may enter the Park during the hours of opening, unless the Board closes the Park for any reason.
2. All Vehicles, including motorbikes, must at all times be kept on the road and observe the speed limits and other traffic restrictions imposed. For the safety of all Park users please refrain from driving on the walking paths or grassed areas with the Park.
3. The Park is for everyone's enjoyment, so please be respectful of the Park and others using it.
4. All children must be accompanied by an adult.
5. Pets must be kept on leads at all times and owners must clean up after their pets by using the black bins provided.
6. We welcome the use of the Park for sporting activities, but only in those areas designated for that purpose, and always remembering item 2 above.
7. Please keep the Park tidy and place your rubbish in the bins provided or take it with you when you leave.
8. No fires are permitted in the Park.
9. No commercial activities or organized public events can be carried out or held in the Park without prior Board approval.
10. Please observe all signs within the Park and the directions of any Park Employee.
11. Your use of the Park is at your own risk and the Board is not responsible for any damage or loss you might suffer, however caused.

Please see below for the full Conditions of Entry.

Enjoy your visit to Highbrook Park!

## **CONDITIONS OF ENTRY**

### **1. TITLE**

These rules shall apply to all persons entering Highbrook Park and shall be known as the Highbrook Park Conditions of Entry. Any person entering Highbrook Park shall be deemed to have accepted these rules.

### **2. INTERPRETATION**

In these Conditions of Entry, if not inconsistent with the context:

“Board” means the Highbrook Park Trust Board.

“Park” means the area of land held by the Board from time to time as a place of public recreation and known as Highbrook Park.

“Park Employee” means any person acting under the authority of, or employed by, the Board.

“Motor Vehicle” means a Vehicle that is drawn or propelled by mechanical power.

“Trade Motor” means a Motor Vehicle designed solely or principally for the carriage of goods, whatever the weight (laden or unladen) may be and shall include a station wagon displaying trade advertising.

“Vehicle” has the meaning given that term by the Transport Act 1962 and “Vehicular” shall have a corresponding meaning.

“Roads” means those portions of the Park that are designated and used in a like manner to dedicated roads.

### **3. HOURS OF OPENING**

(1) Subject to these Conditions of Entry, the Park shall be open to the public from 7am until dusk each day unless the Board determines the Park shall be closed.

(2) No person shall enter the Park, and/or remain there, during the hours when the Park is closed.

(3) The Board may close the Park to Vehicular traffic only, or to both Vehicular and pedestrian traffic.

4. **GATES**

No person shall:

- (1) enter or leave the Park except through the gateways, entrances, or exits provided for that purpose; or
- (2) leave any gate in a different position from that in which he or she finds it; gates found open shall be left open and gates found closed shall be left closed.

5. **GENERAL LIABILITY**

- (1) Every person enters the Park at their own risk.
- (2) The Board accepts no responsibility or liability for any injury or damage to persons or property arising as a result of entry to or use of Highbrook Park, however it occurs.

6. **MISBEHAVIOUR**

No person shall:

- (1) wilfully obstruct, disturb, annoy or interfere with any other person in the use or enjoyment of the Park;
- (2) use any foul, abusive, indecent or obscene language within the Park;
- (3) be intoxicated, under the influence of drugs, noisy, riotous or in any way misbehave within the Park; or
- (4) obstruct or interfere with any Park Employee working in the Park.

7. **DAMAGE TO PLANTS AND PROPERTY**

No person shall:

- (1) plant any tree, shrub, or plant of any kind or introduce any substance injurious to plant-life in the Park;
- (2) take, deposit, remove or disturb any soil or sod from the Park;
- (3) uproot, injure or otherwise interfere with, or remove, in any manner whatsoever, any shrub, tree, flowers, ferns, greenery, timber, bark, gravel or other substance or thing whatsoever in the Park; or
- (4) remove, deface, damage or otherwise interfere with any wall, building, equipment, natural object or any fixture, fitting, or

implement of any kind within or enclosing the whole or any portion of the Park including (without limitation) any inscription or label attached to or connected with any article, tree, shrub or other plant in the Park.

#### 8. **DANGEROUS WEAPONS**

- (1) Except with the prior written permission of the Board, no person shall, within the Park:
  - (a) use or carry any firearm, axe or similar weapon or implement of a dangerous character;
  - (b) let off any fireworks, crackers, rockets or illuminate displays; or
  - (c) throw any stick, stone, or other missile by hand or in any manner likely to hurt, injure, frighten any person or animal, or damage any property within or adjacent to the Park.
- (2) Any Park Employee may confiscate any firearm, weapon or implement carried or used in breach of subclause (1) of this clause and may retain that firearm, weapon or implement until satisfied that it will not be the subject of any further breach.
- (3) Neither the Board nor any Park Employee will be liable for any claim arising from the confiscation of any firearm, weapon or implement under subclause (2) of this clause.

#### 9. **TENTS, BOOTHS AND OTHER STRUCTURES**

Except with the prior written permission of the Board, no person shall put up or erect any stall, booth, tent, marquee or other structure of any kind within the Park and then only subject to any conditions the Board may specify.

#### 10. **SALE OF GOODS**

- (1) Except with the prior written permission of the Board, no person shall undertake any activities involving selling or displaying goods, or commercial activities whatsoever within the Park, and then only subject to any conditions the Board may specify.
- (2) No such permit shall be deemed to authorise the sale or offering or exposure for sale or the having in possession for the purpose of sale of any liquor in contravention of any provision of the Sale of Liquor Act 1989.

11. **COMMERCIAL CATERING**

No person shall undertake any commercial catering of any kind whatsoever within the Park.

12. **WATER**

No person shall in any manner pollute or render unfit for its intended use any water supply within the Park.

13. **AIRCRAFT**

Except with the prior written permission of the Board, no person shall:

- (1) use any part of the Park for the purpose of landing or flying any aircraft of any kind;
- (2) land on the Park by parachute;
- (3) use, operate or attempt to use or operate a hang-glider within the Park; or
- (4) bring onto, use or operate in the Park any model aeroplane or aircraft which makes a noise loud enough to be heard for more than six metres from the source of the noise.

14. **FIRES**

No person shall make or light any fire or allow any fire to be lit or to continue to burn in the Park. Portable gas barbeques may be used for the purposes of cooking food only.

15. **RUBBISH**

No person shall:

- (1) leave any bottle, tin, glass, paper, or other rubbish within the limits of the Park other than in the rubbish bins provided by the Board;
- (2) break any bottles, glass or any other breakable articles in the Park; or
- (3) deposit, discharge or leave any offensive or dangerous substance or object in the Park.

16. **ANIMALS**

- (1) No person shall:
  - (a) bring or admit any dog or other animal into the Park, unless it is kept under continuous control by a leash or chain or is properly secured to the satisfaction of a Park Employee;
  - (b) lead, walk or run a dog in the Park by means of a leash or chain attached to a moving Vehicle, or held by any person in a moving Motor Vehicle;
  - (c) except with the prior written permission of the Board, ride a horse or other animal in the Park;
  - (d) by any means whatsoever, destroy, shoot, snare, injure, interfere with or take any animal, bird, bird nest, or bird egg, or attempt to do so, in or from the Park, without the prior permission of the Board; or
  - (e) drive, disturb or in any way interfere with any sheep, cattle, or other livestock in the Park.
- (2) Every person whose dog defecates in the Park shall clean up using the black bins provided for this purpose.
- (3) Any Park Employee may seize and confine any dog found at large within the Park and may deliver that dog into the custody of a dog control officer or dog ranger appointed by the Manukau City Council pursuant to the Dog Control Act 1996.
- (4) Any dog which attacks any person or attacks, worries, or runs at large among any sheep, cattle or other stock or poultry in the Park may be shot or otherwise destroyed by a Park Employee in accordance with the provisions of the Dog Control Act 1996.

## 17. **SPORTS AND GAMES**

- (1) Except with the prior written permission of the Board, no person shall play any sport or game within the Park. Any such permission may be revoked at any time.
- (2) The Board may close all or any part of the Park set aside for particular sports or games during such time as it thinks fit.
- (3) Any Park Employee may prohibit any sport or game being played in or on the Park which, in his or her opinion, is likely to damage the Park or endanger the public, even where permission has been given under subclause (1).

- (4) The Board may fix charges for the use of any area of the Park set aside for particular sports or games.
- (5) No person shall play or practice golf in the Park at any time.

18. **VEHICULAR TRAFFIC**

No person shall:

- (1) drive or ride any Vehicle on any part of the Park other than the roads designated for this purpose;
- (2) drive any Vehicle within the park in a manner that is, or might be, dangerous to the public or to any person;
- (3) drive any Vehicle in the Park at a speed greater than 40 kilometres an hour;
- (4) drive any Trade Motor, caravan or trailer on any road within the Park. This subclause shall not apply to any Trade Motor which is being used for the delivery or transport of goods to the Kiosk in the Park or in connection with the farm or other business of the Board in the Park;
- (5) except with the prior written permission of the Board, drive any bus on any road within the Park;
- (6) drive on any road within the Park any Vehicle the laden or unladen weight of which exceeds 1,500 kilograms for each axle or 3,000 kilograms in total;
- (7) drive or ride or cause to be driven or ridden on any road within the Park any Vehicle for the purpose of testing the Vehicle or of teaching any person to drive or ride the Vehicle;
- (8) fail to observe and comply with all traffic signs or notices erected with the authority of the Board or by the Manukau City Council or the Ministry of Transport; or
- (9) use any object including a bicycle, motorised scooter, skateboard, rollerskates, rollerblades or similar devices in the Park recklessly or in a manner which may intimidate, be dangerous or injurious or cause a nuisance to persons in the Park.

19. **STOPPING AND PARKING OF VEHICLES**

- (1) No person shall:
  - (a) park any Vehicle on any grassed area within the Park;

- (b) stop or park any Vehicle on any road or other part of the Park in contravention of any sign prohibiting or restricting the stopping, standing or parking of Vehicles;
  - (c) leave any Vehicle in the Park when it is closed.
- (2) Any Park Employee may cause to be removed from the Park any Vehicle stopped or parked in contravention of subclause (1) of this clause.
- (3) Any towage, storage and other charges incurred by the Board pursuant to subclause (2) of this clause shall be met by the person in breach of the clause, or in default, by the owner of the Vehicle.

20. **ASSEMBLIES**

- (1) Except with the prior written permission of the Board, no person shall:
  - (a) preach, lecture or hold any public meeting or assembly in the Park;
  - (b) attend or take part in any organised meeting or assemblage of persons for sports or games or any other purpose within the Park; or
  - (c) hold a wedding ceremony in the Park.
- (2) In granting permission for the purposes of this clause the Board may direct what part of the Park is to be used for the activity and may impose any fees and conditions as it thinks fit.

21. **SIGNS, NOTICES AND MEMORIAL PLAQUES**

Except with the prior written permission of the Board, no person shall:

- (a) post, erect or display any placard, bill, sign, poster or notice or distribute any hand-bill or notice within or at any entrance to the Park; or
- (b) erect or display any memorial plaque or other fixture of any kind within or at any entrance to the Park.

22. **ENCLOSURES AND RESTRICTED AREAS**

No member of the public shall:



- (1) enter any of the enclosures erected around equipment or any of the enclosures or places set apart for the cultivation of plants in the Park; or
- (2) walk, drive, ride or cause damage:
  - (a) on any portion of the Park on which any such activity is forbidden by any notice, either general or particular; or
  - (b) on any flowerbed, shrubbery or border.

**23. MUSIC AND NOISE**

No person shall:

- (1) within the Park, operate or play any musical instrument, radio, tape recorder, loudspeaker, amplifier, public address system or any other sound system without the prior written permission of the Board or
- (2) cause in any way any sound or noise that disturbs, annoys, or is likely to disturb or annoy other users of the Park or the occupants of properties adjoining the Park.

**24. OTHER RESTRICTIONS**

- (1) No person shall:
  - (a) commit any nuisance in the Park;
  - (b) make bets or play any game of chance in the Park;
  - (c) do any act whatsoever which may destroy, damage or modify any archaeological site as defined in the Historic Places Act 1993 situated within the Park; or
  - (d) undertake any filming or recording of any sort for commercial purposes any activity in the Park without the prior written permission of the Board.
- (2) All children entering the Park must be accompanied by an adult.

**25. IMMINENT BREACH OF CONDITIONS OF ENTRY**

Any Park Employee who has reason to believe that any person has committed or is about to commit a breach of these Conditions of Entry or for any other reason may require any person to immediately leave the Park and before doing so, to supply his or her name and address.

26. **GENERAL**

- (1) The Board has the power to admit, refuse admission to, or expel any person from the Park, for the purposes of managing and controlling the use of the Park.
- (2) Notwithstanding anything else contained in these conditions of entry, any person who enters the Park shall follow the directions of any Park Employee.
- (3) For the purposes of its proper control and governance the Park is a public place under the Summary Offences Act 1981.
- (4) Nothing in these Conditions of Entry shall limit the Board's right to take any proceedings for damage to property, civil wrongs, offences, or otherwise.
- (5) Any reference to an Act of Parliament in these Conditions of Entry includes any amendment, alteration or replacement of that Act.

-By order of the Board of the Highbrook Park Trust.