

# Parking Contract

THESE ARE THE TERMS ON WHICH YOU AGREE TO USE THIS CAR PARK. IT IS IMPORTANT THAT YOU READ THEM AND UNDERSTAND THEM AS THEY ARE ESSENTIAL TO ENSURE THAT TRAFFIC AND PARKING SPACE USE IS MAXIMISED FOR THE BENEFIT OF ALL THOSE WISHING TO PARK. THEY EXPLAIN YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN DETAILS OF MATTERS FOR WHICH WE DO NOT ACCEPT RESPONSIBILITY AND IN PARTICULAR WE ARE NOT RESPONSIBLE FOR [THE CAR PARK SURFACE,] OTHER MOTOR VEHICLES DAMAGE OR LOSS TO OR FROM MOTOR VEHICLES OR USER'S SAFETY.

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## 1. Definitions & Interpretation

1. **"Car Park"** means the car park controlled by us at which these Conditions of Parking are displayed. Where appropriate, it also includes the roads leading to and from the car park.
2. **"Conditions of Parking"** means the conditions of parking set out here.
3. **"Payment Kiosk"** means any pay on foot or payment kiosk situated in the Car Park.
4. **"Permit"** means any agreement for the parking of a Vehicle on one or more occasion.
5. **"Staff"** includes those in our employment as well as our servants or agents appointed to work with us.
6. **"Tariff"** means the charges that are to be paid for Parking. These will be displayed at the Car Park. There may be more than one place where the Tariff is on display.
7. **"Vehicle"** means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
8. **"we, us, our"** means ParkMaven Limited.
9. **"you"** means any person who uses the Car Park for the parking of a Vehicle and "your" should be read accordingly.

## 2. The Agreement between you and us

1. These Conditions of Parking apply to your use of the Car Park where these Conditions of Parking are displayed or which you have booked to use in advance via a third party website.
2. If there is anything you do not understand or do not agree with please discuss this with us before you enter the Car Park or leave your Vehicle in the Car Park.
3. No one is permitted to make any changes to these Conditions of Parking or make any promises or commitments on our behalf unless these are confirmed to you in writing.
4. Nothing in these Conditions of Parking affects your statutory rights.
5. If you have
  - a. agreed on-line to park your Vehicle in this Car Park a binding agreement will exist between you and us after you have transmitted a completed booking via the third party used to place the booking.
  - b. booked through the telephone booking service available in the Car Park a binding agreement will exist between you and us after you have successfully made payment and confirmed your full and correct vehicle registration by text.
  - c. validated your parking on foot using a Payment Kiosk a binding agreement will exist between you and us after you have successfully made payment and confirmed your vehicle registration.

### 3. Charges

1. The sums we charge for parking in the Car Park are displayed on the Tariff and we can change them at any time at our discretion. Any changes will not affect you if you have already booked or have taken a car parking ticket on entry to the Car Park.
2. In the event of any Payment Kiosk failure, you are responsible for finding an alternative method of payment that works. This includes downloading the third party app displayed on the signage, or making a telephone call to the advertised telephone number to make payment.
3. We may also collect the charges for parking at the exit of the Car Park as Vehicles leave.
4. If there are Automatic Number Plate Recognition (ANPR) cameras at the Car Park this will be clearly stated on signs within the Car Park. These may be used to identify those who have not paid for their parking or to monitor the duration of a parking session. In both cases we may use the information obtained from these cameras to identify your vehicle and send you a charge notice for the period you have parked at the Car Park.

### 4. Safety in the Car Park

1. You must drive carefully in the Car Park.
2. You must strictly observe all speed limits; they are for everyone's protection.
3. You are responsible for the safety of your children. You must not allow them where they could cause an accident or could otherwise be put in danger. In particular, children must not play in the Car Park and must be accompanied by a responsible adult at all times.
4. Please be alert to the many Vehicles in motion in the Car Park.
5. You must comply with all directions and signs that are posted in the Car Park and all instructions or requests given or made from time to time by any of our Staff for regulating traffic and controlling the positioning of Vehicles within the Car Park.
6. You must ensure that animals are kept secured and on a lead when outside your Vehicle.

### 5. Securing Your Vehicle

1. Unless we or one of our Staff ask you not to do so, you must make sure that before you leave your Vehicle at the Car Park:
  - a. it is securely locked;
  - b. all the windows and any sunroof are securely locked;
  - c. your handbrake is fully engaged and your Vehicle left in gear (or, if it is an automatic, left in "Park" mode);
  - d. if it is fitted with a steering lock or similar device that this is engaged;

- e. no person or animal is left in your Vehicle; and
- f. your possessions are taken with you or removed from sight and placed in the boot wherever possible.

## 6. Abandoned Vehicles

1. You may not leave your vehicle in the Car Park for longer than 28 days. If you have not pre-booked for longer than 28 days then we will be entitled to assume that your Vehicle has been abandoned.
2. Abandoned Vehicles will be disposed of in accordance with any local authority byelaws and/or any other legal rights available to us.
3. After thirty days (or earlier if we reasonably conclude the Vehicle is abandoned) and without further notice we may remove the Vehicle.

## 7. Our liabilities for loss or damage to property

4. We cannot guarantee the security of our Car Parks as members of the public have access to them at all times.
5. We do not guarantee that security measures that we have in place, for example CCTV or patrols, will be working at all times or, even if they are working that they will be effective in preventing loss, damage, or theft or in identifying who might be to blame.
6. We do not accept liability for any loss or theft of or from any Vehicle.

## 8. Where you can and cannot Park

1. Unless we or a member of our Staff specifically request you to do so, you should not under any circumstances:-
  - a. park in a no parking area
  - b. park on a double yellow line
  - c. park other than in a designated parking bay
  - d. park in a time restricted waiting area for any longer than the allowed time
  - e. park in a disabled bay without displaying the required current valid badge
  - f. park across two parking bays
  - g. park in a space that is marked as "reserved" without authorisation.
2. These restrictions also apply to disabled badge holders.

## 9. Prohibited activities

1. Unless we or a member of our Staff specifically allow you to do so you (and any other person you bring into the Car Park with you) must not under any circumstances do any of the following in the Car Park:

- a. Tow any Vehicle into the Car Park or bring a Vehicle into it other than under its own mechanical power.
- b. Do (or get someone else to do on your behalf) any work or repairs or maintenance to or washing of or cleaning of any Vehicle.
- c. Sell, hire or in any other way dispose of any Vehicle.
- d. Carry out or conduct any commercial activity from any Vehicle.
- e. Obstruct any access or circulation area.
- f. Do anything that may be a nuisance or inconvenience to us or any other user of the Car Park.
- g. Allow a Vehicle to cause any unnecessary noise, vibration or exhaust fumes.
- h. Do any act or thing which may render invalid or void any policy of insurance that is in place in respect of the Car Park.
- i. Pour or transfer petrol or other fuels into or out of the fuel tank of any Vehicle.

## 10. Vehicle size

1. You must observe all restrictions in respect of the height, length or width of vehicles that can be parked in or allowed access to the Car Park.
2. It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed in relation to the Car Park and that are clearly displayed. No refund will be given under any circumstances if your Vehicle does not comply with any Vehicle size restrictions and you must leave the Car Park immediately on being asked to do so.

## 11. What happens if you breach these Conditions

1. If you breach any of these Conditions of Parking we may, at our discretion:
  - a. Send a Parking Charge Notice (PCN) via mail, after obtaining the keepers details from the DVLA. The PCN will specify:-
    - i. the sum you are required to pay;
    - ii. the time within which payment must be made; and
    - iii. How payment must be made
  - b. The PCN will also explain that unless payment is made in accordance with its terms, court action may be commenced to recover the sums due from you under the PCN together with costs, interest and any other sums legally recoverable.
2. Require you to leave the Car Park immediately. In these circumstances you must pay for your stay in the Car Park. If you have pre-booked you will not be entitled to any refund for your booking.

## 12. What to do if you have a complaint

1. We operate a complaint handling procedure and details of it are available from [support@parkmaven.com](mailto:support@parkmaven.com). So that complaints can be dealt with efficiently it is important that complaints are made as soon as possible. As a result the complaints procedure has time limits which must be observed. It is important that you understand that if you do not meet any time limit we may not be able to do anything about your complaint.