**Conditions of Parking**

**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.**

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. “Pay Machine” means any pay on foot or pay and display machine situated in the Car Park.
	4. “Permit” means any agreement for the parking of a Vehicle on one or more occasion.
	5. “Permit Parking: Additional Conditions” means the extra terms and conditions that apply when you park using a Permit. These will be shown on the Permit or provided to you at the time of purchase.
	6. “Staff” includes those in our employment as well as our servants or agents appointed to work with us.
	7. “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.
	8. “Vehicle” means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
	9. “we, us, our” means APCOA Parking (UK) Limited.
	10. “you” means any person who uses the Car Park for the parking of a Vehicle and “your” should be read accordingly.

The headings are for information only and do not affect the interpretation of these Conditions of Parking.

1. **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.
	2. We intend relying on these Conditions of Parking. 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 with us.
	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. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.
	4. Nothing in these Conditions of Parking affects your statutory rights.
	5. If you have
		1. 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 form to us and we have sent our e-mail acknowledgement to you in accordance with our Booking and Payment Terms.
		2. booked through our telephone booking service you will be asked by our telephone salesperson to confirm that you understand that your Booking is subject to these Conditions of Parking. Your application will not be accepted until you confirm this and a binding agreement will come into existence when you have confirmed this.
	6. In all other cases a binding agreement will exist between you and us when you take your parking ticket on entry to the Car Park unless you immediately exit from it.
2. **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 Pay Machine failure, you are responsible for finding a Pay Machine that works.
	3. We can 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
3. **Tickets**
	1. The ticket issued to you is valid only for the Vehicle in respect of which it is issued. Your ticket does not entitle you to use any particular space in the Car Park or to priority over other customers.
	2. All tickets are and remain our property.
	3. If you are required to display your ticket in your Vehicle this will be clearly stated on your ticket and also on signs within the Car Park. In such a Car Park you should:
		1. Make sure your ticket is displayed prominently. If the printed information on ticket is obscured or if the ticket cannot be seen clearly from outside the Vehicle we will assume you do not have a valid ticket to park in the Car Park; or
		2. Make use of a pay by phone service if it is shown as being available at the Car Park. This will be clearly displayed on notices at the Car Park. It is your responsibility to make sure the correct details are given as part of the payment transaction. Any failure by you to give the correct information could result in your permission to park not being correctly recorded and we will assume in such a case that you do not have a valid ticket to park at the Car Park,
	4. If there are no signs telling you to display your ticket then you should keep your ticket with you when you leave your Vehicle. If you lose your ticket you will be charged at the rate shown on the Tariff.
	5. If you can pay by credit/debit charge card, those cards which we will accept will be shown on the notice board where the Tariff is displayed or on the Pay Machine. We will debit against your card the tariff charge appropriate for your stay at the Car Park (or at the rate specified on the Tariff if you lose your ticket) together with an administration charge as shown on the Tariff.
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.

**6. Securing Your Vehicle**

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:

6.1 it is securely locked;

6.2 all the windows and any sunroof are securely locked;

6.3 your handbrake is fully engaged and your Vehicle left in gear (or, if it is an automatic, left in “Park” mode);

6.4 if it is fitted with a steering lock or similar device that this is engaged;

6.5 no person or animal is left in your Vehicle; and

6.6 your possessions are taken with you or removed from sight and placed in the boot wherever possible.

**7. Moving and Relocation of Vehicles**

Please note that this condition applies to all Vehicles, not simply those that are booked for Valet Parking.

7.1 We can move your Vehicle within the Car Park by driving or otherwise to such extent as we think is reasonably necessary to avoid it causing an obstruction.

7.2 We can also remove your Vehicle at any time to any other location that we feel is appropriate if the Car Park has to be closed or evacuated either permanently or temporarily and whether totally or only partly.

7.3 Where it is necessary to do so because we have to exercise any of the rights given to us in these Conditions of Parking, we or any member of our Staff can drive or otherwise take your Vehicle out of the Car Park (including on to the public highway) or tow it away.

7.4 We can get into your Vehicle if we need to exercise the rights given to us in these Conditions of Parking or to stop any nuisance caused by your Vehicle. We can use force to do so if we reasonably consider that is necessary and if your Vehicle is damaged by us in doing this, then we are not liable for the damage we cause.

**8. Abandoned Vehicles**

8.1 If you intend to leave your Vehicle in the Car Park for longer than 28 days you must tell one of our Staff as soon as you arrive. If you do not tell us this, or you have not pre-booked for longer than 28 days then we will be entitled to assume that your Vehicle has been abandoned.

8.2 Abandoned Vehicles will be disposed of in accordance with any local authority byelaws and/or any other legal rights available to us.

8.3 After thirty days (or earlier if we reasonably conclude the Vehicle is abandoned) and without further notice we may remove the Vehicle. If your Vehicle remains uncollected for a period of three months from the date on which you parked it (or if later the date you told us at the time of leaving your Vehicle that you would collect it) we will have the right for the purposes of the Torts (Interference With Goods) Act 1977, to sell your Vehicle and deduct from the sale proceeds any amount that is due to us. Before we sell any Vehicle we will send you a notice by recorded delivery to the address of the last registered keeper of the vehicle or (if relevant) any Valet Parking Agreement. The notice we send you will tell you that we intend to sell the Vehicle but will not do so until a further twenty one days have elapsed.

8.4 If you enter into a Valet Parking Agreement with us it will contain details of the additional charges you will be required to pay in the event you fail to collect your vehicle at the time agreed with us.

**9. What you should do in the case of damage to or theft of or from your vehicle**

9.1 If your Vehicle is damaged whilst in a Car Park or is stolen or any of your possessions are stolen from it whilst it is in a Car Park you must:-

9.1.1 immediately inform a member of our Staff. This can be done in person or, if one is available via the ‘help’ button. If such a ‘help’ button is available it will normally be located at each entry barrier, exit barrier, and pay station;

9.1.2 (in the case of theft) immediately inform the Police; and

9.1.3 notify your insurer promptly.

9.2 When you report any incident to us we will complete an incident form which you will be asked to sign.

9.3 If you believe you have a claim against us for any reason then in addition to completing the incident form you must write to us at our address shown below telling us what happened, and what you are claiming. You should send this letter to us within 72 hours of discovering your loss or damage. If you delay doing so, it may be impossible for us to establish exactly what happened or who (if anyone) is to blame. We may not therefore be able to consider any claim that is made outside that 72 hour period.

**10. Damage to other vehicles or property within the Car Park**

10.1 If you damage another Vehicle or any part of a Car Park you must report the matter immediately to a member of our Staff and give him or her the registration numbers of both Vehicles together with your full name and address and the name and address of your insurance company together with your policy number. You agree that we may pass this information to the owner or driver of any other Vehicle involved.

10.2 You will be required to make good to our reasonable satisfaction any damage caused to the Car Park or to pay to us on demand the cost incurred by us in making good this damage.

**11. Our liabilities for loss or damage to Property**

11.1 We cannot guarantee the security of our Car Parks as members of the public have access to them at all times.

11.2 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.

11.3 Neither we nor our Staff accept liability for any loss or theft of or from any Vehicle unless it has been caused by the negligence, wilful act or default or breach of statutory duty of us or our Staff.

11.3 Our liability to you is not increased where you ask us to valet park your Vehicle.

11.4 With the aim of establishing when damage to your Vehicle was caused all Vehicles entering the Valet Parking area will be photographed by a Vehicle Damage Recognition System (VDRS) which will record any existing external damage to the Vehicle. The information from the VDRS will be used to establish the external condition of the Vehicle when it enters the Valet Parking Area. You agree to the information obtained from the VDRS being used for this purpose.

**12. Our liabilities for death or person injury**

We and our Staff accept liability for the death of or personal injury sustained by you but only where we or our Staff member caused it as a result of our or their negligence, wilful act or default or breach of statutory duty.

**13. Where you can and cannot Park**

Unless we or a member of our Staff specifically request you to do so, you should not under any circumstances:-

* + park in a no parking area
	+ park on a double yellow line
	+ park other than in a designated parking bay
	+ park in a time restricted waiting area for any longer than the allowed time
	+ park in a disabled bay without displaying the required current valid badge
	+ park across two parking bays
	+ park in a space that is marked as “reserved” without authorisation.

These restrictions also apply to disabled badge holders.

**14. Prohibited activities**

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:

14.1 Tow any Vehicle into the Car Park or bring a Vehicle into it other than under its own mechanical power.

14.2 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.

14.3 Sell, hire or in any other way dispose of any Vehicle.

14.4 Carry out or conduct any commercial activity from any Vehicle.

14.5 Obstruct any access or circulation area.

14.6 Do anything that may be a nuisance or inconvenience to us or any other user of the Car Park.

14.7 Allow a Vehicle to cause any unnecessary noise, vibration or exhaust fumes.

14.8 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.

14.10 Pour or transfer petrol or other fuels into or out of the fuel tank of any Vehicle.

**15. Permit Parking**

15.1 If you have a Permit this will allow you to access the Car Park at the times specified on the Permit. You must not park your vehicle in the Car Park outside the stipulated hours unless you pay separately.

15.2 During permitted periods entry to the Car Park will be subject to the Permit Parking: Additional Conditions.

15.3 Where there is any consistency between the Permit Parking: Additional Conditions and these Conditions the Permit Parking: Additional Conditions will prevail.

**16. Vehicle size**

16.1 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.

16.2 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.

**17. What happens if you breach these Conditions**

17.1 If you breach any of these Conditions of Parking we may, at our discretion:

17.1.1 Attach a Parking Charge Notice (PCN) to your Vehicle or hand a PCN to you. The PCN will specify:-

- the sum you are required to pay;

- the time within which payment must be made; and

 - the address to which payment must be sent.

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.

17.1.2 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.

**18. Management and Enforcement**

[Our agents:-]

 APCOA Parking (UK) Limited (“APCOA”)

P.O Box [ ]

Telephone: [ ]

have responsibility for management of the roads and car parks on our behalf. APCOA also have responsibility for enforcement of these conditions.

**19. What to do if you have a complaint**

We operate a complaint handling procedure and details of it are available from APCOA. 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 compliant.

**20. What to do if you think you have a claim**

If your Vehicle is damaged whilst on our property or is stolen or any of your possessions are stolen from it whilst it is on our property you must, as soon as possible, tell:-

- a member of Staff if one is available;

- APCOA, whose contact details are set out in condition 5; and

- your insurers.