

TERMS AND CONDITIONS

THIS NOTICE SETS OUT THE TERMS AND CONDITIONS WHICH APPLY TO EVERYBODY WHO COMES INTO THIS CAR PARK FOR ANY REASON

1. MEANING OF WORDS USED

Some of the words used in this Notice have special meanings. These meanings are explained in this section of the Notice. Every time a word with special meaning is used in the Notice it is printed in **bold type**.

"**The car park**" means the whole area of **the car park**, entrances and exits, and also includes any buildings, structures, fences or walls forming part of **the car park**.

"**The Company**": Apcoa Parking (UK) Ltd. (for **the Company's** address see the bottom of the Notice). **The Company** is responsible for running this car park. "**The Company**" includes anybody working for **the Company** as an employee or agent.

"**Customer**": any driver of a **vehicle** who brings the **vehicle** into the car park to park it.

"**Owner**": any person or company who either owns or has the right to drive a **vehicle** (either with the permission of the person who owns the **vehicle** or under a hire agreement).

"**Vehicle**": this includes any car or other motor vehicle of any kind and any trailer which can be towed by a vehicle.

2. PERMISSION TO ENTER THE CAR PARK

(a) Only the following people have permission to enter or remain in the car park:

- authorised employees or agents of **the Company**
- **any owner of a vehicle who comes into the car park** to park it
- **any owner of a vehicle who comes into the car park to collect and remove the vehicle**, provided that all charges due to **the company** are paid before it is removed
- any passenger travelling in a **vehicle** with the permission of its **owner** when the **vehicle** is brought into **the car park** or intending to travel in the **vehicle**, with the permission of its **owner**, when it leaves
- **any owner of a vehicle**, or person authorised by its **owner**, who requires access to the **vehicle** while it is parked.

Permission is not given for **vehicles** of a type expressly excluded by notices at the entrance to **the car park**.

(b) If you are not within any of these definitions you have no permission to be in **the car park**. Any employee or agent of **the Company** may require you to leave at any time and is authorised if necessary to call for Police assistance to have you removed.

(c) **The Company** is entitled to check whether anybody who is in **the car park** has permission to be here and a legitimate reason for being here. Your cooperation is appreciated as this can help to improve security.

(d) Certain activities are not permitted at **the car park**:

- towing a **vehicle** (including any trailer) into **the car park**
- cleaning a **vehicle**
- selling, hiring or otherwise disposing of a **vehicle**
- parking anywhere except in a marked bay
- misusing or damaging any facilities in **the car park**
- driving dangerously or too fast
- making unnecessary noise, including playing music in any way that annoys other users of **the car park** or people who live nearby
- doing or attempting to do anything which is a criminal offence.

Permission to use **the car park** is automatically withdrawn if you do any of these things.

3. CHARGES, PAYMENT AND TICKETS

(a) The charges for using the **car park** are displayed on separate noticeboards. **The Company** can change the rates at any time without previous notice. Any changes will be applied immediately the rates displayed on the noticeboards are changed.

(b) It is a condition for bringing any vehicle into **the car park** that the correct charges are paid in full. All charges must be paid before the vehicle leaves **the car park**; a ticket is issued to confirm payment.

(c) **The Company** is not liable for lost or stolen tickets. In addition to paying the full charges displayed on the noticeboards, anybody who tries to remove a vehicle from the car park without a ticket will have to produce evidence of having the right to take the vehicle.

(c) [(d)] In certain circumstances **the Company** has a legal right to detain a vehicle in **the car park** until charges due to **the Company** have been paid. Details are in Section 5 below.

(d) [(e)] Payment of **the Company's** charges only covers the **owner** using **the car park** to park the **vehicle** for which payment is made. It does not cover any other services. In particular **the Company** does not guarantee any security against theft or damage to **vehicles** or their contents or the personal safety of anybody using **the car park**.

4. THE COMPANY'S LEGAL OBLIGATIONS

(a) The only legal obligation of **the Company** is to permit the **owner of a vehicle** to park in any marked parking bay which is vacant, for the time allowed based on the amount paid.

(b) **The Company** does not guarantee that there will be any vacant parking space at any particular time. Season tickets do not entitle the ticketholder to a particular space. **The Company** will do its best to keep enough spaces reserved for season ticketholders but cannot guarantee this at all times.

(c) Subject to paragraphs (d) and (e) below, **The Company** has no other legal obligations to anybody who enters **the car park** or for any **vehicle** which is brought into **the car park** or any property carried by anybody entering **the car park** or in any **vehicle** whilst in **the car park**. This means that there is no liability if

- a **vehicle** is damaged by collision or vandalism, or otherwise
- a **vehicle** or any property in it is stolen, or is damaged during any attempted break-in
- a person is killed or injured by any person or cause, except where paragraph (d) of this section applies
- anybody suffers any financial or other loss or inconvenience through delay in being able to leave **the car park** or take out a **vehicle**

- anything else happens, for whatever reason, which is not covered by paragraph (d) or (e) of this section.

(d) These terms and conditions do not affect the legal rights of any person under Section 2(1) of the Unfair Contract Terms Act 1977. This means that if a person is killed or injured while in the car park as a result of negligence by any employee or agent of the **Company** or any other breach of the legal obligations of the **Company** and in either case there would be a claim in law for damages apart from these terms and conditions, that claim is not excluded.

(e) These terms and conditions do not affect the liability of the **Company** for damage to any vehicle or its contents whilst it is in, or entering or leaving, the car park, where the damage is caused by the negligence or deliberate act of any employee or agent of the **Company** for which the **Company** is liable in law. This paragraph does not make the **Company** liable in any circumstances for loss of, or damage to, a vehicle or any of its contents, resulting from theft, vandalism, attempted theft, or from any conduct of any third party (including the driver of any vehicle) other than an employee or agent of the **Company**.

5. THE COMPANY'S LEGAL RIGHTS

(a) **Everybody who enters the car park is taken to agree**, in return for the use of the car park in accordance with these terms and conditions, to be bound by and to comply with all the terms and conditions of this Notice.

(b) **The Company** is entitled at its discretion to move vehicles (manually or by driving them) so as to make the best use of the **car park** or to allow other vehicles to be moved. This may include moving vehicles outside the **car park** while other vehicles are being moved or parked. If any damage to your vehicle results from this, section 4 paragraph (e) applies.

(c) If any charges payable for parking a vehicle have not been paid **the Company** is entitled to detain the vehicle until all outstanding charges have been paid. This right is known as a "lien". **The Company** can at its discretion exercise its lien either by keeping the vehicle in the car park or removing it elsewhere, but will only remove the vehicle in this way if charges have been outstanding for 7 days or longer.

(d) In order to exercise its lien, **the Company** has the right to put a clamp on the vehicle concerned and to charge a de-clamping fee for removing the clamp. The current fee is displayed on the Noticeboards setting out the **Company's** charges. Wheel clamps are **the Company's** property. Anyone damaging or removing a clamp without authority will be reported to the Police.

(e) If **the Company**, in exercising its lien, removes a **vehicle from the car park**, it can add the reasonable cost of garaging the **vehicle** to any outstanding charges which must be paid before the **vehicle** is released. While the **vehicle** remains in **the car park**, parking charges will continue to apply at the current daily rates and will also be added to any earlier outstanding charges (including any de-clamping charge) which must be paid before the **vehicle** is released.

(f) At any time when parking charges have been outstanding for at least 7 days **the Company** may take steps to dispose of the **vehicle** concerned. By bringing a **vehicle into the car park the owner** gives consent to **the Company** taking this action, subject to the procedure set out in paragraphs (g) and (h) of this section; the **owner's** consent cannot be withdrawn.

(g) Before taking steps to dispose of a **vehicle**, **the Company** will send a notice by recorded delivery post to the address of the registered keeper of the **vehicle** as advised by the DVLA, and to any other address **the Company** has reason to believe may be the address of a person with a legal interest in the **vehicle**, giving 3 months' notice (from the date of posting) of its intention to dispose of the **vehicle** unless all outstanding charges are paid before the notice expires. In addition **the Company** will if necessary make reasonable inquiries through the Police to try to locate the **vehicle owner**.

(h) If, following the steps set out in paragraph (g) of this section, there are still charges outstanding for a **vehicle**, **the Company** may arrange for the sale of the **vehicle** either by auction or for scrap or, at its discretion, privately. **The Company** will be entitled to keep from the proceeds all outstanding charges, and the reasonable costs of attempting to contact the **vehicle owner** and of selling the **vehicle**. Any claims of any person interested in the **vehicle** will be satisfied by **the Company** sending a cheque for the balance (if any) by recorded delivery post to the address of the registered keeper of the **vehicle**.

(i) These rights of disposal are in addition to any rights of **the Company** to dispose of unclaimed **vehicles** under the Torts (Interference With Goods) Act 1977.

6. OTHER TERMS

(a) **The Company** is entitled to assume that when a vehicle enters the car park, the driver of the vehicle, or the person who obtains or pays for a ticket for the vehicle, has full authority to act on behalf of

- i) any person who is a passenger when the vehicle enters or leaves the car park and
- ii) any other person who, with the permission of the owner of the vehicle, gains access to the vehicle while it is in the car park.

By driving into the car park or paying for a ticket you represent to the Company that you have authority to act as agent for all such other people.

(b) Nobody has authority to alter these terms and conditions or agree that the terms and conditions do not apply in full to any person. The only exception to this is where **the Company** has formally agreed in writing, and its agreement has been signed by a Director of **the Company**.

The address of **the Company** is: APCOA Parking (UK) Ltd.
2 Windmill Business Village Brooklands Close
Sunnybury on Thames Middlesex
TW16 7DY

Any queries or complaints should be put in writing and sent to the Customer Service Manager at this address. *