

## **Car Park Terms and Conditions**

Please read these Terms and Conditions carefully. They relate to your use of the Car Park.

### **Definitions**

When the following words are used in these Terms and Conditions (the "Terms"), this is what they mean:

"Us", "we" and "our" means National Parking Enforcement Ltd;

"You", "your" refers to the person or people that are using the Car Park and/or reading these terms;

"DVLA" stands for Driver and Vehicle Licensing Agency;

"CCTV" means Closed Circuit Television;

"Car Park" "parking area" means the parking facilities in the area managed us and designated for parking vehicles;

"Vehicle" means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment, and accessories;

"Parking Charge" means the fee payable for parking outside of the advertised Car Park Terms and Conditions; and

"VRM" means Vehicle Registration Mark.

### **Disclaimer**

Please be aware that we manage Car Parks and parking areas on behalf of landowners. We cannot guarantee that people parking in our client's managed Car Parks will not cause damage to property and/or engage in criminal activity. Accordingly, you agree that you park your vehicle in our managed Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

### **Claims**

If your vehicle sustains damage while in the Car Park, your vehicle is stolen, or any possessions are stolen from your vehicle while it is in the Car Park you should call the Police and notify your insurers promptly.

### **Parking contraventions**

It is important for the effective management of the Car Park that:

- a) You comply with all signs in the Car Park, including these Terms and Conditions;
- b) You park within the limits of a marked bay, you do not park on any slabbed areas, patio areas, crossed hatched areas or grassed areas;
- c) You do not park within a bay designated for a specific purpose when you are not entitled to do so (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed).

If you do not comply with these requirements or you have not registered yourself and your vehicle using the online parking portal Bookthebay or Pay 4 Bay you may be issued with a Parking Charge Notice, together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the "Parking Charge"). Specific details about the Parking Charge payable are listed on the warning signs in each Car Park.

Details and information relating to how to pay the Parking Charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the Parking Charge Notice.

By parking your vehicle in any Car Park managed by us, you consent to us capturing, using, and processing your VRM and personal details via CCTV/ANPR for enforcement and security purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to request the details of a vehicle's registered keeper from the DVLA.

If the Car Park and/or the equipment in the Car Park is damaged by you, your vehicle, its contents, or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

**Security of your vehicle**

Unless asked by a member of our staff not to in the case of emergency, please ensure that your vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

We may install CCTV cameras in the Car Park at our discretion to assist in its proper running. We acknowledge that the cameras may act as a deterrent to criminal activity, but do not make any representation as to the coverage provided or guarantee of the security of your vehicle if CCTV is installed in the Car Park.

**Possessions**

Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle.

**Traffic Orders and Bylaws**

The use of this Car Park may be regulated by traffic orders or bylaws under which a charge may be payable for failing to comply with these Terms and Conditions or the requirements of the relevant order or bylaw. In such circumstances, separate notices specifying the relevant order or bylaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or bylaws.

**Safety in the Car Park**

For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking, loading, or unloading your vehicle or removing your vehicle.

**Refusal of admission and re-location of vehicles**

We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

We reserve the right to move vehicles within the Car Park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Car Park.

**Prohibited activities**

No activity in connection with the selling, hiring or disposal of vehicles or goods or services may be carried out in Car Parks or parking areas managed by us. You are not permitted to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that may be provided or take it away with you when you leave the Car Park.

You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the Car Park.

Anti-social behaviour will not be accepted in Car Parks managed by us. This includes (but is not limited to) drinking alcohol, taking or selling of illegal substances, fighting and/or loitering. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV camera and action may be taken against them.

**Agreement to Car Park Terms and Conditions**

All vehicles parked in a Car Park or parking area managed by National Parking Enforcement Ltd must agree to these Car Park Terms and Conditions which are advertised on signage throughout the Car Parks. Parking is only permitted to drivers who have read, understood, and agreed to the Car Park Terms and Conditions. Please be aware that drivers who have parked outside of the Car Park Terms and Conditions as advertised on the Car Park signage, or within this written statement, may be issued with a Parking Charge Notice.