

UPPER STREET CAR PARK

Terms and Conditions of Parking at Upper Street Car Park

THESE ARE THE TERMS ON WHICH YOU AGREE TO USE OUR CAR PARK. IT IS IMPORTANT THAT YOU READ THEM AND UNDERSTAND THEM. THEY EXPLAIN YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN DETAILS OF MATTERS FOR WHICH WE DO NOT ACCEPT RESPONSIBILITY

1. Definitions

- 1.1 "Booking and Payment Terms" means the terms of booking subject to which on-line bookings are made.
- 1.4 "Car Care Service" means the vehicle cleaning service provided to you in accordance with the provisions of condition 19.
- 1.5 "Car Park" means the car park controlled by us. It also includes, where the context allows, the approaches to and exit from the Car Park. "Car Park" shall be interpreted accordingly.
- 1.6 "Conditions of Parking" means the conditions of parking set out below.
- 1.7 "Tariff Board" means any board or notice at the Car Park displaying the charges to be paid for parking.
- 1.8 "Vehicle" means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
- 1.9 "We, us, our" means Upper Street Car Park Limited.
- 1.10 "Your, you" means any person who uses the Car Park for the parking of a Vehicle.

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

2. The Agreement between you and us

- 2.1 These Conditions of Parking apply to your use of our Car Park.
- 2.2 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.
- 2.3 Our employees or authorised agents are not permitted to make any representations unless these are confirmed 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.
- 2.4 Nothing in these Conditions of Parking affects your statutory rights.

2.5 If you have agreed on-line to park your Vehicle in our 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 Condition 3 of our Booking and Payment Terms. Your application will not be accepted until you confirm this.

2.6 In all other cases a binding agreement will exist between you and us when you take your parking chip coin or upon the ANPR camera reading your Vehicle registration number on entry to a Car Park.

3. Charges

3.1 The sums we charge for parking in the Car Parks will be displayed on the Tariff Board and can be altered at any time at our discretion. Any changes will not affect you if you have already booked or taken a car parking chip coin on entry to the Car Park. For bookings made on line or on the telephone the minimum stay is 4 hours, booking fees are also applicable to both on line and on the telephone.

3.2 If you have not prepaid when you booked you can pay at any of the Pay Machines situated on Levels 1 & 3 in the Car Park, payment can be made by cash, debit or credit card. Please ensure you pay immediately before you collect your Vehicle.

3.3 In the event of any Pay Machine failure, you are responsible for finding a Pay Machine that works. We also reserve the right to collect the charges for parking at the reception of the Business Design Centre.

4. Chip Coins

4.1 The chip coin issued is valid only for the Vehicle in respect of which it is issued. Your chip coin does not entitle you to use any particular space in the Car Park or to priority over other customers.

4.2 All chip coins are our property.

4.3 Keep your chip coins with you when you leave your Vehicle. If you lose your chip coin you will be charged £15 plus the cost of your stay.

4.4 If you are permitted to pay by credit/debit charge card the cards which we will accept will be exhibited on this notice board or on the Pay Machine. We will debit against your card the tariff charge appropriate for your stay at the Car Park together with any surcharge we specify in connection with charges levied against us by the credit/debit/charge card company.

5. Safety in the Car Park

5.1 You must drive carefully in the Car Park and not exceed the speed limit of 5 m.p.h.

5.2 You are responsible for the safety of your passengers, particularly children. You must not allow them to be put in danger, or where they could cause an accident. In particular, children must not play in the Car Park and must not be left unaccompanied.

5.3 You should always try to be aware of other pedestrians and vehicles in motion.

5.4 You must comply with all directions and signs from time to time posted in the Car Park and all instructions or requests given or made from time to time by any of our employees or agents for regulating traffic and controlling the positioning of Vehicles within the Car Park.

5.5 You must ensure that animals are kept secured on a lead when outside your Vehicle.

6. Securing Your Vehicle

Unless requested by us or one of our employees servants or agents not to do so you must ensure that before you leave your Vehicle at a Car Park:

- 6.1 your Vehicle is securely locked;
- 6.2 all the windows of your Vehicle 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 your Vehicle is fitted with a steering lock or similar device that it is engaged;
- 6.5 no person or animal is left in your Vehicle;
- 6.6 your possessions are taken with you or removed from sight and placed in the boot wherever possible; and
- 6.7 no valuables are left in the Vehicle.

7. Moving and Relocation of Vehicles.

Please note that this condition applies to all Vehicles

- 7.1 We reserve the right to move your Vehicle within the Car Park by driving or otherwise to such extent as we think in our discretion may be reasonably necessary to avoid obstruction.
- 7.2 We also reserve the right where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise to remove any Vehicle at any time to any other location as we reasonably deem appropriate.
- 7.3 To the extent that it may be necessary to do so in the exercise of the rights given to us in these Conditions of Parking, we, our employees servants or agents have the right to drive or otherwise take any Vehicle out of the Car Park (including on to the public highway) or tow it away.
- 7.4 We reserve the right to enter a Vehicle (and to use force if necessary) in such a manner as we think necessary without being liable for damage caused to facilitate the exercise of the rights given to us in these Conditions of Parking or to abate any nuisance caused by your Vehicle.
- 7.5 We reserve the right to move or tow away your Vehicle, without notice, if it is parked in any roadway or on any other non-designated parking area. If we do so, we will charge you for the removal.

8. Abandoned Vehicles

- 8.1 We recommend that you tell one of our staff, when you arrive at the Car Park, if you intend to leave your Vehicle in the Car Park for longer than 28 days. Unless you tell us this, or you have pre-booked for longer than 28 days we will be entitled to assume that your Vehicle has been abandoned.
- 8.2 Abandoned Vehicles will be disposed of in accordance with local bylaws.

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

- 9.1 If your Vehicle is damaged whilst in a Car Park or is stolen or any of your possessions stolen from it whilst it is in a Car Park you must:-
 - 9.1.1 immediately, and before leaving the Car Park, inform a member of our staff either in person or via the help button 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 in accordance with condition 9.1 we will complete an incident form which you will be asked to sign. If you believe you have a claim against us you must act in accordance with condition 9.3 below IN ADDITION to completing the incident form.

9.3 If you believe you have a claim against us for any reason you must ensure that within 72 hours of discovering any loss or damage you write to us at our address stated below telling us exactly what happened, and what you are claiming. If you delay doing so, it may be impossible for us to establish exactly what happened or who (if anyone) is to blame. We therefore reserve the right in our discretion not to consider any claim unless it is made within that 72 hour period.

9.4 If, after any claim is submitted, we require a quote for the cost of any repairs to your Vehicle, the quote must be received by us no later than 28 days after our initial request. We reserve the right in our discretion not to progress any claim if quotes are received later than 28 days after the initial request.

9.5 Once repairs have been authorised, we must receive the relevant invoice within 28 days of the date of authorisation provided in 9.4. We reserve the right in our discretion not to process payment for repairs if invoices are received later than 28 days after the authorisation.

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

10.1 Should 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 any Vehicles involved together with your full name and address and the name and address of your insurance company together with your policy number. In doing so, for the purposes of the Data Protection Act 1998 and any other relevant law you are consenting to our passing this information on to the owner or driver of any other Vehicle involved.

10.2 You may 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 Park as members of the public have access to them at all times. We do not guarantee to you 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.

11.2 Neither we nor our employees servants or agents accept liability for any damage loss or theft of or from any Vehicle or any damage caused to a Vehicle, unless caused by the negligence, willful act or default or breach of statutory duty by us or our employees servants or agents.

11.3 We do not accept liability for:

- a. any indirect or consequential loss; or
- b. any loss of profit, loss of enjoyment, loss of revenue, loss of data, or loss of earnings.

12. Our liabilities for death or person injury

Neither we nor our employees servants and agents accept liability for the death of or personal injury sustained by you unless it is caused by the negligence, willful act or default or breach of statutory duty of us or our employees servants or agents.

13. Where you can and cannot Park

Unless specifically requested to do so by us or our employees, servants or agents you should not under any circumstances:-

- park in a no parking area
- park 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 if not owning a blue badge or charging an electric vehicle
- park across two parking bays
- park in a space that is marked as “reserved” without authorisation

14. Prohibited activities

14.1 No Vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of Vehicles by you or anyone on your behalf shall be done in the Car Park.

14.2 No activity in connection with the selling, hiring or other disposal of the Vehicle shall be carried out in the Car Park.

14.3 No commercial activity shall be conducted from any Vehicle within the Car Park.

14.4 No Vehicle shall obstruct any access or circulation area within the Car Park.

14.5 No Vehicle shall park other than within the spaces designated for parking.

14.6 No person shall do anything in the use of the Car Park that may be a nuisance or inconvenience us or any other user of the Car Park.

14.7 No Vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park.

14.8 No Vehicle shall be parked so as to take up more than one space designated for parking.

14.9 No person shall do any act or thing which may render valid or void any policy of insurance effected in respect of the Car Park.

14.10 No person shall park in spaces designated as being reserved unless entitled to do so.

14.11 No person shall deposit in the any rubbish, litter or refuse of any kind in the Car Park, other than in proper receptacles provided for the purpose.

14.12 No person shall pour or transfer petrol or other fuels into or out of this fuel tank of any Vehicle.

15. Contract Card Holders

15.1 Contract card holders will be issued with a contactless card which is the property of Upper Street Car Park.

15.2 The Contact card must be carried at all times and used for entry and exit if the ANPR system does not detect the number plate of the vehicle associated with the card.

15.3 The contract card holder is not permitted to enter the car park using a chip coin.

15.3 If the contract card is lost or mislaid a replacement will be supplied at a cost of £15.

15.4 At the end of the contract the card must be returned to us, if this is lost then a fee of £15 will be charged for the lost card.

15.5 No guarantee is given that a space is available for contract card holders to park, in this event we will endeavour to provide space on our forecourt or in our loading bay.

16. Pre-Booking Conditions

16.1 There is no free parking in the Car Park at any time. The fee for parking in the Car Park is set out on the Car Park Tariff Board online and will be advised if booking by telephone.

16.2 A chip coin will be issued when you enter the Car Park. Automatic Number Plate Recognition (ANPR) cameras will read your Vehicle registration number when you enter and leave the Car Park. They will calculate the fee for the length of your stay in accordance with the prices on the Tariff Board plus the cost of the on line or telephone booking fee. Any excess payment must be made in full when leaving the Car Park. Payment can only be made by cash or credit/debit card.

16.3 The Car Park area is monitored by CCTV cameras. We will report any damage caused to the ANPR cameras or any other equipment to the police.

16.4 If the ANPR cameras cannot read the Vehicle registration number for any reason (including but not limited to snow, dirt, ice, vehicle body parts, man-made devices or other obstructions) you will be charged the appropriate fee for your stay in accordance with the charges stated on the tariff board plus the pre-booking fee appropriate to the on line or telephone booking made. You must ensure that your Vehicle registration plate is kept clean and clear so that the ANPR cameras can read the number.

16.5 If you:-

16.5.1 tamper, or attempt to tamper, with your Vehicle registration plates to avoid paying the correct fee; or

16.5.2 interfere, or attempt to interfere, with ANPR equipment to avoid paying the correct fee;

we may prohibit you from using any of our Car Park in future. We may also report any attempts to avoid paying the correct fee to the police.

17. No re-entry policy within the Car Park

17.1 You are entitled to drive into the Car Park free of charge for up to 10 minutes from the time of entry. After 10 minutes you must pay the parking charges displayed on the Tariff Board.

17.3 The 10 minute free entry period can only be used once. You are not permitted to re-enter the Car Park within 15 minutes of your last entry without paying the parking charges displayed on the Tariff Board. If you do, you will be charged for parking continuously from the time your Vehicle first entered the Car Park.

17.4 We apply this policy strictly.

17.5 To enforce this policy, our security cameras may record your Vehicle registration number on entry.

18. Vehicle size

18.1 You are required to observe all reasonable restrictions as shall from time to time be made by us in respect of the height, length or width of vehicles to be parked in or allowed access to the Car Park.

18.2 It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed in relation to the Car Park. No refund will be given under any circumstances if your Vehicle does not comply with any Vehicle size restrictions and you are required to leave the Car Park.

19. What happens if you breach these Conditions

19.1 If you breach these Conditions of Parking or any of them we reserve the right to require you to leave the Car Park immediately. In these circumstances you will be required to pay for your stay in the Car Park. If you have pre-booked you will not be entitled to any refund for your booking.

19.2 We reserve the right to prohibit entry into any Car Park if, in our reasonable discretion, we believe entry will or is likely to result in a breach of these Conditions of Parking.

20. Additional Provisions relating to the Car Care Service

20.1 If you ask us to provide the Car Care Service we will:-

20.1.2 not use any materials which are or might be harmful to your Vehicle or to you.

20.2 We will record any damage to or unusual features of your Vehicle. We will not be required to repair, replace or do any work in connection with anything recorded as damage or unusual features.

21. Closed Circuit Television (CCTV)

We operate a CCTV system within the car park and record movements of vehicles and pedestrians throughout most areas

22. Force Majeure

We do not accept liability for any cancellations, curtailments or otherwise caused by reason of war or threat of war, riots, civil strife, terrorists activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of airports, cancellation or changes of schedules by airlines and all similar events beyond our control. Further, we cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of such circumstances beyond our or your control.

23. General

These Terms and Conditions are governed by and shall be construed in accordance with English Law and any claims arising under them are subject to the exclusive jurisdiction of the English Courts.

If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. Criminal Activity

If you or anyone in your vehicle sees or is subjected to any criminal activity you must:-

22.1. Immediately, and before leaving the Car Park, inform a member of our staff either in person or via the help button located at each entry barrier, exit barrier, and pay station;

22.2 Immediately inform the Police; and

22.4 When you report any incident to us in accordance with condition 22.1 we will complete an incident form which you will be asked to sign