

## **THESE TERMS**

These terms apply to the entry to and use of the car park. Any reference to 'we', 'us' or 'our' in these terms is a reference to the owner(s) and/or operator(s) of the car park.

## **USING THE CAR PARK**

To activate the entry barrier, you must take a ticket from the ticket machine. Please keep your ticket in a safe place as you will need it to pay and exit the car park.

We permit you to access and use the car park for the sole purpose of parking your vehicle. You must comply with all reasonable instructions of our staff at all times.

You are allowed to park your vehicle in an appropriate designated parking bay during the car park opening hours which, unless otherwise signposted are 24hrs.

Parking bays reserved for a specific purpose should only be used for that purpose. You must not use those parking bays for any other purpose (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, parking in a space for electric vehicles when you are not using the charging facility or parking in a parent and child bay when you are not accompanied by a child). A PCN (Penalty Charge Notice) may be issued to drivers that do not obey these guidelines.

Please drive carefully and obey the speed limits and any directional and other signs in the car park.

If you are unable to find a parking space you should exit the car park as soon as possible, or you may incur parking charges.

Please securely lock your vehicle at all times whilst parked in the car park and do not leave any valuables in your vehicle. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

After you have parked and secured your vehicle, exit the car park via the signposted pedestrian exit. Do not try to exit the car park by walking under a vehicle entry or exit barrier.

## **PROHIBITED ACTIVITIES**

You must not:

- tow any vehicle into the car park;
- conduct any activities in connection *with the selling, hiring or other disposal of vehicles or goods or services in the car park*;
- pour petrol, or any other fuel, into your vehicle whilst it is in the car park or remove petrol, or any other fuel from your vehicle whilst it is in the car park;
- perform any works on your vehicle whilst it is in the car park (e.g. maintenance, repairs).

Although we may provide (or procure the provision of) these services to you in the car park, residents are permitted to clean their vehicle in the designated cleaning bay only.

## **OUR RIGHTS**

We may refuse the admission of any vehicle to the car park for any reason whatsoever.

We may ask you to leave the car park if you do not comply with these terms, cause damage to property, engage in criminal activity, misbehave in any way and/or have no reason to be present in the car park.

We may refuse you entry to and/or ask you to leave the car park for any valid reason including but not limited to, natural disaster, fire or act of threat or terrorism.

We may move any vehicle within the car park or take your vehicle onto a public highway by driving or otherwise to such extent as we may reasonably think necessary to avoid obstruction or for reasons relating to health and/or safety. In doing so, we will take reasonable care of the vehicle.

We may refuse to lift the exit barrier at the car park to allow the release of any vehicle for which payment has not been received.

We may issue you with a parking charge notice in the circumstances specified on the signage in the car park requiring you to pay us a parking charge (as indicated on the signage in the car park). Details/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.

## **CAMERAS AND AUTOMATIC NUMBER PLATE RECOGNITION**

CCTV and automatic number plate recognition (ANPR) cameras are installed in the car park. The cameras are intended to assist us in providing you with a secure car park service, including for the prevention and detection of crime. These cameras may collect your personal data. For further information regarding the processing of your personal data by us please read our privacy policy located at (available at BPS Estate Management).

## **CHARGES AND PAYMENT**

You must pay for parking in the car park. The charges and methods of payment are displayed at the entrance to the car park and at the payment machine points.

The charges are based on the period that your vehicle is parked. You must pay for your parking at the designated payment machine point prior to your exit using the ticket issued to you on entry.

The ticket issued on entry to the car park can only be used for the vehicle for which it was issued and cannot be transferred to another vehicle.

If you have lost or cannot produce your ticket, you must pay a charge equivalent to the period from the time of opening on the day of your entry until the time of your exit.

## **REPORTING INCIDENTS**

If your vehicle had broken down you should notify a member of staff immediately so that we may ensure that any necessary steps are taken to prevent an obstruction or a risk to health and safety of any other person or property in the car park.

If your vehicle has been damaged or stolen you should report the matter immediately to a member of staff. You should also notify your insurers and, in the case of theft, the Police.

If you damage another customer's vehicle you should report the matter immediately to a member of our staff and give them the registration number of both vehicles. You should also notify your insurers.

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Please remember this car park is a public place and we cannot guarantee the safety of any vehicle, its contents or of any person.

If we fail to comply with these terms or to use reasonable care and skill in providing the car park service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights.

### **YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US**

If you, your vehicle or a passenger in your vehicle cause damage to the car park then, except where the damage arises from our negligence, we will seek to recover the cost of repair and associated administration costs from you.

You agree to reimburse us in respect of any claim against us by a third party arising out of your use of the car park.

### **ABANDONMENT OF VEHICLES**

If we reasonably believe that a vehicle has been abandoned, we reserve the right to remove and sell the vehicle.

Prior to any sale, we will make reasonable enquiries to identify and contact the registered owner and give notice of our intention to sell the vehicle if it is not collected within 30 days.

The proceeds of sale will be used to satisfy any parking charges (which will be levied at the then prevailing tariff) and other costs in connection with the removal, storage and sale of the vehicle. The balance will be held on behalf of and paid to the registered owner of the vehicle on proof of ownership.

### **EXIT**

You can only exit the car park during the car park opening hours on production of a paid and validated ticket.

If your vehicle is still parked after the car park closes, then you will not be able to exit until the car park re-opens and you will be charged for the period that your vehicle is parked.

If you delay exiting the car park once you have paid the fee due for the time parked, you may incur additional charges.