

# Car Park Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

## 1. Definitions

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

1.1 “**us**”, “**we**” and “**our**” means ABSL1 Limited of 22 Barn Rise, Wembley Middlesex HA9 9NQ;

1.2 “**ANPR**” means Automatic Number Plate Recognition;

1.3 “**Car Park**” means the parking facilities located at the Bond Street shopping centre in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;

1.4 “**vehicle**” means any vehicle used to convey passengers or items that enters the Car Park.

1.5 “**VRM**” means Vehicle Registration Mark.

## 2. Our liability to you

2.1 We must operate the Car Park with reasonable skill and care (“**our obligations**”). If we do not, we are **only** responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.

2.2 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

2.3 Although we owe you the obligations set out at clauses 2.1 and 2.2 above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity.

Accordingly, you park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

### **3. Tariff**

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms, and failure to do so may result in us issuing you with a Parking Charge Notice (please refer to clause 5 (Parking Contraventions) of these Terms).

### **4. Claims and complaints**

4.1 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:

- a) immediately inform either a member of staff at the Car Park or otherwise notify us on 01245 259259 , and
- b) in the case of theft, immediately inform the Police; and
- c) notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to ABSL1 Limited of 22 Barn Rise, Wembley Middlesex HA9 9NQ;. In the case of a claim, full details should be provided to us as soon as possible.

**Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.**

### **5. Parking Contraventions**

5.1 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 the tariff board;

- b) you park within the limits of a single marked bay;
- 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, and/or parking in a space for John Lewis Click & Collect customers ; and
- d) you pay all amounts due for your parking and comply with the requirements set out at clause 9 (Payment) of these Terms.

5.2 If you do not comply with these requirements we may issue you with a Parking Charge Notice requiring you to pay any unpaid parking charge(s), 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 available in the Car Park.

5.3 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.

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

5.5 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.

## 6. Security of your vehicle

6.1 Unless asked by a member of our staff not to do so 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.

6.2 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.

## 7. 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.

## 8. 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 or removing your vehicle. After you have parked your vehicle, you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

## 9. Payment

9.1 You must, depending on the payment methods available and in operation at the Car Park, pay the parking tariff as a **Pay on Foot** operation:

**“Pay On Foot”** – you must take a ticket on entry to the Car Park. When you leave, you must insert the ticket into the pay on foot machine/exit column and make payment for the time spent as indicated using cash, debit/credit card. The ticket should then be presented on exiting the Car Park to evidence proof of payment. In the event that a ticket machine is out of

coins/change, a credit voucher may be dispensed and either used against future parking fees or a refund obtained by contacting the Customer Services Department; or

9.2 We reserve the right to use other payment methods from time to time in the Car Park and you should check all signs and notices in the Car Park for further information about the payment methods available.

9.3 The parking ticket issued to you is only valid for the vehicle in respect of which it is issued. A parking ticket does not entitle you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. If you decide not to park or are unable to find a space, you should exit the Car Park in your vehicle immediately to prevent any parking tariff charges from arising.

9.4 If you delay exiting the Car Park once you have paid the fee due for the time parked, you may incur additional charges.

9.5 Failure to comply with the payment requirements set out in this clause 9, as applicable, will result in a Parking Charge Notice being issued in accordance with clause 5 (Parking Contraventions) of these Terms.

9.6 Subject to our procedures in place from time to time in relation to a failure to pay for parking, we reserve the right to refuse to lift the fixed barrier at the Car Park to allow the release of any vehicle for which payment has not been received in accordance with the appropriate payment method, including (but not limited to) where your credit/debit card has been declined, you have failed to pay by the required time limit, and/or you have failed to produce a valid and current parking ticket.

9.7 If you cannot produce your parking ticket on leaving the Car Park you will be charged the full 24 hourly rate for each 24 hour period or part period during which we determine that your vehicle has been in the Car Park. We may also charge an administration fee in respect of our time and costs incurred in dealing with any such non-payment.

9.8 No refund will be made for any parking tariff payments paid in respect of a lost ticket and in no circumstances can any refund be given for parking tariff payments without proof of payment.

## **10 Access and re-location of vehicles**

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

10.2 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.

10.3 We additionally reserve the right to use a lawful authority to remove any vehicle to another reasonably convenient car park, whether or not operated by us, where the Car Park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Car Park has to be evacuated in an emergency.

10.4 To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 11, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

## **11 Abandoned vehicles**

11.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 7 days without prior notification and which is not known by us to be covered by a current valid season or other ticket or booking.

11.2 We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle. Before proceeding with the disposal or sale of abandoned vehicles we will:

- a) refer the matter to the appropriate authorities, which may include the local police and the DVLA; and
- b) affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.

11.3 Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.

11.4 Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement.

## 12 **Prohibited activities**

12.1 You must not tow any vehicle into the Car Park and no work on and no cleaning of vehicles by you or your agent, other than with our prior specific permission, is permitted in the Car Park. In the event of vehicle breakdown you must contact the Car Park attendant to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.

12.2 No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.

12.3 You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.

12.4 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.

12.5 Smoking is forbidden within both the Car Park and the immediate vicinity of the Car Park.

12.6 Anti-social behaviour will not be accepted in the Car Park. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Car parks are designed for the sole purpose of parking vehicles. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

12.7 You should not take photos or carry out any filming within the Car Park without our written consent.

### **13 Variation of the Terms and Conditions**

These Terms cannot be varied except in writing by our Company Secretary. Nothing said or done by any of our employees is capable of varying these Terms.

### **14 General**

Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**If you have any queries relating to these Terms, please contact us by email [info@bondstreethelmsford.co.uk](mailto:info@bondstreethelmsford.co.uk)**