

## **TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING**

### **IMPORTANT NOTICE - ENTRY TO AND USE OF ALL Q-PARK CAR PARKS IS SUBJECT TO THESE CAR PARK TERMS OF USE**

ALL CUSTOMERS ARE REQUESTED TO READ THESE CAR PARK TERMS AND CONDITIONS CAREFULLY AND TO FOLLOW THE RECOMMENDED PROCEDURES. THEY ARE FOR YOUR BENEFIT. SHOULD YOU WISH TO MAKE A COMPLAINT YOU ARE REQUESTED TO FOLLOW THE COMPLAINTS PROCEDURE SET OUT IN CONDITION 2 BELOW, WHICH WILL ENSURE THAT YOUR COMPLAINT IS DEALT WITH EFFICIENTLY.

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO CONDITION 1 AND 10.**

#### **1. OUR LIABILITY**

1.1. Customers are asked to remember that a public car park is open to everyone. The staff have instructions to remove persons misbehaving themselves however, we cannot guarantee the security of you, your vehicle or its contents. Accordingly, we, our servants and agents will accept liability in respect of any loss or theft or damage to your vehicle and/or liability for death or personal injury only where the same is proved and to the extent that is proved to be caused by our negligence, wilful act or default or breach of statutory duty or that of our servants and agents.

#### **2. COMPLAINTS**

2.1. Should you and/or your vehicle suffer damage whilst in a Q-Park Car Park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in a Q-Park Car Park, you are requested to:

- 2.1.1. immediately to inform a member of staff to the occurrence;
- 2.1.2. in the case of theft, report it to the Police and make a note of the reference number;
- 2.1.3. notify your insurers promptly.

2.2. If you consider that you have a claim against the Company within Condition 1, we request that you promptly after the discovery of the loss or damage, give written notice containing full details of the occurrence to us at our head office: Q-Park Limited, 72 Merrion Street, Leeds LS2 8LW.

2.3. Before submitting a complaint to the Company, you are requested to check Condition 1 and to satisfy yourself that the subject matter of your claim falls within our area of responsibility.

2.4. Failure to comply with the above procedure may prejudice your position.

#### **3. SECURING YOUR VEHICLE**

3.1. Unless requested by us or one of our employees or agents not to do so, or you have a good reason not to do so, please ensure that before you leave the Q-Park Car Park:

- 3.1.1. your vehicle is securely locked;
- 3.1.2. all the windows of your vehicle are securely closed;
- 3.1.3. if your vehicle is fitted with a steering lock or similar security device, that it is engaged.

#### **4. POSSESSIONS**

4.1. Wherever possible, please ensure that you take your possessions with you when you leave your vehicle. If you have to leave your possessions in your vehicle make sure they are out of sight. You are reminded that your motor insurance policy may not cover possessions in vehicles. It may be possible for you to arrange separate insurance cover for possessions, and we recommend that you do so.

#### **5. COURTESY TO OTHER CUSTOMERS**

5.1. Should you damage another customer's vehicle you are requested to report the matter immediately to a member of our staff and give them the registration number of your vehicle and the damaged vehicle.

#### **6. SAFETY IN THE CAR PARK**

- 6.1. Car parks are to be used only for lawful purposes.
- 6.2. Car parks can be dangerous:
  - 6.2.1. please drive carefully in the Q-Park Car Park and obey the directional signs and speed limit;
  - 6.2.2. after you have parked your vehicle please proceed to the nearest exit. All exits are signposted;
  - 6.2.3. do not wander about the Q-Park Car Park;
  - 6.2.4. keep a careful eye on people in your care;
  - 6.2.5. do not permit children to play in the Q-Park Car Park.

#### **7. TICKETS**

7.1. The ticket issued to you is for use only for the vehicle in respect of which it is issued. A ticket (including a Season Ticket) does not entitle you (unless otherwise specified by us) to any particular space in the Car Park or to priority over other customers. Payment for a ticket (including a Season Ticket) does not guarantee you a parking space. All Season Tickets remain our property and it must be returned to us on expiration.

7.2. We reserve the right to refuse to release your vehicle from the Q-Park Car Park if you are unable to produce a valid car parking ticket/Season Ticket until we have made such enquiries as we consider reasonable. Failure to produce a valid ticket or valid Season Ticket may therefore delay your departure.

7.3. If you are unable to produce a valid car parking ticket/season ticket you will be charged the lost ticket rate, this is advertised on the car parks web page and also available from the tariff board of the parking facility you are visiting.

#### **8. AGENCY**

8.1. Every person who enters into a contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of themselves and all other persons having proprietary, possessory or other financial or material interest in the vehicle and/or its contents.

#### **9. MOVING AND RELOCATION OF VEHICLES**

9.1. We reserve the right to move any vehicle within a Q-Park Car Park by driving or other means to such extent as we, our servants or agents at their discretion think necessary to avoid obstruction, for the more efficient arrangement of parking facilities and/or for health and safety reasons.

9.2. We reserve the right, where a Q-Park Car Park has to be closed permanently, temporarily in whole or in part, evacuated or in cases of emergency, to remove any vehicle at such a time to any other reasonably convenient Q-Park Car Park.

9.3. To the extent that it may be necessary in relation to the above, we, our servants and/or agents shall have the right to drive or by other means take the vehicle on the public highway.

#### **10. LIENS**

10.1. Every vehicle in a Q-Park Car Park is subject to a lien for all charges due or accruing from you to us, such liens to be in existence whenever the vehicle is in a Q-Park Car Park. If such charges due are not satisfied within 28 days of notice given by us of our intention to sell the vehicle if payment is not made, we may sell your vehicle by auction or otherwise, and the proceeds of the sale will be applied in and towards satisfaction of all sums owing to us by you together with the reasonable expenses of such sale, and in connection with such sale we shall be entitled to deduct reasonable garage charges in respect of the period during which the vehicle is in our possession.

10.2. Any balance of purchase price remaining after the satisfaction of such sums due to us shall be held by us on behalf of the registered owner of the vehicle. Notice of intention to sell the vehicle if payment is not made shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at their last known address, whether or not the same is actually received.

#### **11. TARIFF**

11.1. The applicable daily tariffs shall be displayed from time to time on the Tariff Board at each Q-Park Car Park.

11.2. If you have a Season Ticket, car parking prices will be dealt with in the documentation provided to you.

#### **12. PROHIBITED ACTIVITIES**

12.1. No vehicle shall be towed into a Q-Park Car Park and no work on or cleaning of vehicles by customers or their agents shall be done in a Q-Park Car Park.

12.2. No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in a Q-Park Car Park.

#### **13. DEFINITIONS**

13.1. The Company' shall mean the Legal Owner as identified in Appendix 2 of the Terms & Conditions depending on which Q-Park Car Park the customer is parked in.

13.2. 'Vehicle' shall mean the vehicle, which is received into a Q-Park Car Park and shall include any mechanical device or wheels or tracks, its equipment and accessories.

#### **14. VARIATIONS OF THE CAR PARK TERMS OF USE**

14.1. No person has authority to vary or alter these Car Park Terms of Use unless such variation is in writing signed by a duly authorised signatory of the company.