

CARPARKERS.

CARPARKERS (ANGLIA) LIMITED – Ts&Cs of Parking

1. ABOUT CARPARKERS AND THESE TERMS

- 1.1 We are CARPARKERS (ANGLIA) LIMITED, a company registered in England and Wales with company number 11398038 (referred to as “Carparkers”, “we”, “us”, “our”). Our registered office is at Union Suite, The Union Building, 51-59 Rose Lane, Norwich, Norfolk, NR1 1BY.
- 1.2 These are the terms and conditions which govern your use of our car parks (“T&Cs”). It is important that you read the T&Cs carefully before using our car parks, as they explain your rights, yours and our obligations, what to do if there is a problem and other key information.
- 1.3 By parking your vehicle in any of our car parks, you accept these T&Cs and agree to comply with, and be bound by, them. If you do not accept these T&Cs, please leave the car park immediately in the vehicle in which you entered.
- 1.4 For full details on how we collect and use your personal information, please see our Privacy Policy here: <http://www.carparkers.co.uk/privacypolicy>.

2. CONTACT

- 2.1 You can contact us by emailing us at info@carparkers.co.uk or by calling us on 01603 630063.
- 2.2 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us. Please note that, when we use the words “writing” or “written” in these T&Cs, this includes emails.

3. DEFINITIONS

- 3.1 In these T&Cs, when the following words are used, they will have the following meanings:

“ANPR”: Automatic Number Plate Recognition;

“Car Parks”: the parking facilities managed by us or on our behalf and designated for parking vehicles. The locations of the Car Parks can be found on the Website from time to time (and each such facility shall be a “Car Park”);

“DVLA”: Driver and Vehicle Licensing Agency;

“Parking Fee”: the parking tariff payable for your Parking Stay as advertised from time to time in our Car Parks;

“Parking Stay”: the length of time for which you have paid to park your Vehicle in the Car Park;

“PCN”: a Parking Charge Notice, which may be issued to you by us (or on our behalf) for failure to comply with these T&Cs and any other rules and/or notices displayed at the Car Parks;

“Vehicle”: any vehicle that enters any of the Car Parks and shall include any mechanical device on wheels, its equipment and accessories;

“VRM”: the Vehicle Registration Mark (commonly known as the registration number plate); and

“Website”: <http://www.carparkers.co.uk> (or such other website as we may notify to you from time to time).

4. CARPARKERS’ OBLIGATIONS TO YOU

- 4.1 We shall operate the Car Parks with reasonable skill and diligence.
- 4.2 You are reminded that a public car park is open to everyone. Our staff will use reasonable endeavours to remove persons who are misbehaving, causing a nuisance or otherwise in breach of these T&Cs or any rules and/or notices displayed at the Car Park. However, we cannot prevent members of the general public entering our Car Parks and causing damage to property (including your Vehicle) and/or engaging in other criminal activity.
- 4.3 We reserve the right to refuse any Vehicle admission to any of our Car Parks for any reason (at our sole discretion). We do not make any guarantee that any of our Car Parks will be open at any specific time and reserve the right to permanently or temporarily close any of our Car Parks in whole or in part for any reason.

5. YOUR OBLIGATIONS TO CARPARKERS

- 5.1 You must comply with these T&Cs and any other rules and/or notices displayed at the Car Parks, together with any reasonable directions given to you by our staff.
- 5.2 You shall at all times be responsible for:
 - (a) the safety and security of your Vehicle and its contents;
 - (b) your safety and the safety of any of your passengers;
 - (c) your actions and the actions of any of your passengers when using the Car Park; and
 - (d) any damage to the Car Park caused by you, any of your passengers, your Vehicle and/or its contents (including, without limitation, any damage caused by oil or any other substances being discharged from your Vehicle).
- 5.3 Other than set out in paragraph 5.6, you acknowledge that neither we nor our staff shall be liable or responsible in any circumstances for any loss, damage or injury incurred or suffered by you and/or your passengers and/or any loss or damage to your Vehicle and/or its contents, unless caused directly by our negligence, default or breach of statutory duty.
- 5.4 We shall not be liable or responsible for the surface of the Car Park, general site safety, your safety and/or the safety of any of your passenger and/or the safety and/or security of your Vehicle and/or its contents whilst at the Car Park.
- 5.5 You park your Vehicle and enter the Car Park entirely at your own risk. We cannot and do not guarantee the security of you, your passengers, your Vehicle or its contents.
- 5.6 We will not exclude or limit in any way our liability to you where it would be unlawful to do so, including liability for

death or personal injury caused by us or our staffs' negligence, default or breach of statutory duty.

- 5.7 If you fail to comply with these T&Cs and any other rules and/or notices displayed at the Car Parks, then we may issue you with a PCN, which requires you to pay us a parking charge plus an additional amount for your non-compliance. See paragraph 8 for further details.

6. PARKING FEES

- 6.1 The Parking Fees payable for your Parking Stay shall be as displayed from time to time on the Car Park tariff boards and/or pay and display signage (as may be varied from time to time).
- 6.2 In the event of any pay machine failure, you are responsible for finding a working pay machine in the Car Park in which your Vehicle is located. Non-working pay machine(s) in the Car Park shall not relieve you from your obligation to pay the Parking Fees.
- 6.3 We permit a grace period of 10 minutes from time of entry in our Car Parks. If you have accidentally entered the Car Park, or otherwise do not wish to park in the Car Park, you must leave promptly, but in any event, within a maximum of 10 minutes after the time of entry. Failure to do so without subsequently paying the Parking Fees for your Parking Stay may result in us issuing you with a PCN.
- 6.4 In addition to these T&Cs, you must comply with any instructions on the signage at the Car Park. Failure to do so may result in us issuing you with a PCN.
- 6.5 There may be ANPR cameras at the Car Park, which will be clearly stated on signs within the Car Park. These cameras may be used to identify those who have not paid for their parking or to monitor the duration of your stay in the Car Park. In both cases, information obtained from these cameras may be used to identify your Vehicle and send you a PCN.
- 6.6 Please note that the blue badge scheme is not operated in any of our Car Parks. All blue badge holders must obtain a valid ticket.

7. PAYMENTS AND TICKETS

- 7.1 Pay and display tickets are purchased for your Parking Stay using a ticket machine at the Car Park before leaving your Vehicle in the Car Park and in any event, within 10 minutes of entering the Car Park.
- 7.2 You must ensure that the parking ticket is clearly and visibly displayed in the windscreen of your Vehicle during the whole of your Parking Stay. Failure to present, or loss of, a ticket may result in us issuing you with a PCN.
- 7.3 Pay and display tickets are non-refundable unless otherwise agreed in writing by us.
- 7.4 Any pay and display ticket:
- shall only be valid for the Vehicle in respect of which it is issued;
 - shall be non-transferable in all circumstances;
 - does not entitle you to any particular space in the Car Park or to priority over other customers;

- does not guarantee you a parking space at the Car Park; and
- must, where applicable, be correctly and visibly displayed during the entirety of your Parking Stay.

8. PARKING CONTRAVENTIONS

- 8.1 When using the Car Park, you must at all times:
- comply with these T&Cs, any rules and/or notices displayed at the Car Park, and any reasonable directions from our staff at the Car Park;
 - only park in the Car Park in which you are entitled to park, in accordance with the signs displayed in our Car Parks;
 - secure your Vehicle;
 - where applicable, park within the limits of a marked parking space and do not park in any manner than may cause obstruction or inconvenience;
 - ensure that your pay and display ticket is correctly and visibly displayed during the entirety of your Parking Stay;
 - not park in a parking space designated for a specific purpose when you are not entitled to do so (such as parking in a space designated for disabled persons without an appropriate disability badge displayed, or parking in a space for electric vehicles when you are not using the charging facility); and
 - pay all amounts due in respect of the entire duration of your Parking Stay as required under these T&Cs and any rules and/or notices displayed at the Car Park (including the tariff board) and, if required, purchase additional parking tickets if your Parking Stay is to be extended beyond the length provided for by your initial ticket.
- 8.2 If you do not comply with paragraph 8.1, we may issue you with a PCN requiring you to pay a parking charge, together with an additional sum (being an estimate of the additional expenses we will incur as a result of your breach, including without limitation, debt recovery costs). The PCN shall be issued to the registered keeper of the Vehicle, which may be requested from the DVLA.
- 8.3 At the time of publication of these T&Cs, the PCN amount is £100 which shall be reduced to £60 if paid within 14 days of the date of the PCN. However, this may be subject to change and we will set out the details of the amount of the PCN, deadline for payment, what will happen if you do not pay and appeal process in the PCN itself.
- 8.4 You can pay your PCN by the following methods:
- by using our ec6pay portal which is accessible on our Website at <https://carparkers.ec6pay.com/>. You will initially be required to provide your parking charge number and vehicle registration and you will then be able to use our online payment services;
 - by calling us on 0333 023 01999. This is an automated number which will allow you to make payment over the phone; or

- (c) by sending us a cheque. Your cheque should be sent to Carparkers (Anglia) Limited, Union Suite, The Union Building, 51-59 Rose Lane, Norwich, Norfolk, NR1 1BY.

8.5 If you do not make payment of the PCN within 28 days of the date of the PCN, we may be required to incur costs in order to recover the debt owed to us. This may include taking legal action, or using other debt recovery methods. You may be charged for the reasonable costs which we incur in relation to such debt recovery, in addition to the outstanding PCN.

8.6 If you would like to appeal a PCN, you can do so using our appeals page, which can be accessed at <https://carparkers-liability.zatappeal.com/> or by contacting us using the details set out in paragraph 2.1 above.

9. SECURITY OF YOUR VEHICLE

9.1 Unless asked by a member of our staff not to do so in case of emergency, please ensure that before you leave the Car Park your Vehicle is securely locked, all of the windows of your Vehicle are securely closed and your Vehicle is fitted with a steering lock or similar security device that is engaged. We are not liable or responsible for any consequence, damage or loss arising from a failure by you to properly secure your Vehicle.

9.2 We reserve the right to install CCTV cameras in any of our Car Parks at our sole discretion to assist in the proper running of the Car Parks. However, we do make any guarantee that the CCTV cameras will be operational, that the CCTV cameras will be recording footage of any particular area (or at all) or that the footage recorded on the CCTV cameras (if any) can be made available. The presence of CCTV cameras should not be treated as any guarantee or assurance by us that your Vehicle will be secure or that we will be able to assist in the investigation of any occurrence at the Car Park.

10. YOUR POSSESSIONS

10.1 Wherever possible, please take your possessions with you when you leave your Vehicle. If you have to leave possessions in your Vehicle, you should not leave them on the seats where they are visible. Please make sure they are out of sight, ideally by putting your possessions in the boot and locking it.

10.2 We accept no responsibility for loss or damage to Vehicles or their contents.

10.3 You are reminded that your motor insurance policy may not cover the possessions in your Vehicle. It is possible for you to arrange for a separate insurance cover for your possessions and it is recommended that you do so.

11. COURTESY TO OTHER CUSTOMERS

Should you damage another customer's Vehicle in the Car Park, you must report the incident to a member of our staff without delay and to give them the VRM of your Vehicle and the VRM of the third party Vehicle(s).

12. SAFETY IN THE CAR PARK

12.1 You acknowledge and agree that car parks can be dangerous and that you shall:

- (a) drive carefully in the Car Park and follow any signs, rules or other notices on display together with the applicable speed limit;

- (b) take responsibility for the health and safety of any persons (including passengers) at the Car Park who are in your care; and

- (c) not permit any children for whom you are responsible to play in the Car Park.

12.2 You must be careful at all times at the Car Park and be aware of Vehicles that are moving or about to move when walking in the Car Park. After parking a Vehicle, please proceed to the nearest exit. All exits will be signposted. You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

13. PROHIBITED ACTIVITIES

13.1 No vehicle shall be towed into any of the Car Parks and no work on or cleaning of Vehicles by any person shall be carried out within any of the Car Parks.

13.2 In the event that your Vehicle breaks down, you must contact us 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.

13.3 No activity in connection with selling, hiring or other disposal of the Vehicle shall be carried out at any of the Car Parks.

13.4 You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish or litter in a rubbish bin if provided or take it away with you when you leave the Car Park.

13.5 You are not allowed to pour or discharge fuel into your Vehicle whilst it is in the Car Park. Likewise, you are also not allowed to take fuel out of your Vehicle whilst it is in the Car Park.

13.6 Anti-social behaviour will not be accepted in any of our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Our Car Parks are intended for the sole purpose of parking Vehicles. If any person causes a nuisance or disturbance, or otherwise acts in an unlawful or inappropriate manner, we reserve the right to take further action against them.

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

14. VEHICLE RE-LOCATION AND ACCESS

14.1 Where we are left with the keys to a Vehicle, we reserve the right to move Vehicles within our Car Parks by driving or otherwise to such extent as we and our staff may in our discretion think necessary to avoid obstruction or for the more efficient arrangement of the parking facilities at the Car Park.

14.2 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 an emergency, we shall be entitled to remove any Vehicle at any time to any other Car Park within our control within a reasonably convenient distance.

14.3 To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under these T&Cs, we and our staff shall have the right to drive or otherwise take the Vehicle on the public highway.

15. ABANDONED VEHICLES

- 15.1 If you intend to leave your Vehicle in the Car Park for more than 24 hours, you must notify us in writing of your intention to do so.
- 15.2 If the Vehicle has been at the Car Park for more than 28 days (without notification as required above), is not covered by a valid ticket and:
- (a) in our reasonable opinion, the Vehicle appears to be in an un-driveable condition;
 - (b) the Vehicle has no number plates or tax disc and is not taxed; and/or
 - (c) we cannot find the registered keeper of the Vehicle or the registered keeper of the Vehicle fails to comply with a notice to collect the Vehicle, then we may treat the Vehicle as abandoned.
- 15.3 We reserve the right to sell or dispose of any Vehicle which we treat as being abandoned under paragraph 15.2. Where the registered keeper has been identified, we shall give the registered keeper at least 14 days' notice to collect the Vehicle before we dispose of it.
- 15.4 If we are permitted to dispose or sell an abandoned Vehicle under this paragraph 15, we may do so as we consider fit, including by auction or by destroying the Vehicle.
- 15.5 If we sell an abandoned Vehicle, then the proceeds of the sale will be applied in and towards satisfaction of all sums owing to us together with our reasonable expenses incurred in the storage and sale of the Vehicle. Any balance of these sale proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered keeper of the Vehicle and paid over on proof of entitlement.

16. CLAIMS AND COMPLAINTS

- 16.1 Should you and/or your Vehicle suffer any loss or damage whilst in a Carparkers Car Park, you should:
- (a) immediately inform a staff member at the Car Park of the occurrence or, if no staff member is present at the Car Park, contact us using the contact details provided at paragraph 2.1;
 - (b) in the case of theft, report this loss to the police and make a note of the reference number you receive; and
 - (c) promptly notify your insurers.
- 16.2 Any complaints about the Car Parks, our service, or any claims against us should be sent to us using the contact details set out in paragraph 2.1.
- 16.3 Before submitting a complaint or claim, please check these T&Cs to see whether the subject matter of your complaint or claim falls within our obligations to you.
- 16.4 Failure to comply with the above may prejudice your position.

17. PAYMENT OWED TO CARPARKERS

If you have not paid for parking or have any past payments for parking at any of the Car Parks outstanding, we reserve the right to hold your Vehicle until we have received payment for all Parking Fees due.

We reserve the right to refuse any Vehicle until the outstanding amounts have been paid.

18. YOUR PERSONAL INFORMATION

- 18.1 By entering the Car Park, you acknowledge that we will be collecting and processing the VRM of your Vehicle and other personal data through any ANPR system that is installed and/or by our staff at the Car Park.
- 18.2 Collection and use of personal data in these circumstances is necessary for enforcement purposes, to calculate relevant parking tariffs (if applicable) and to recover any outstanding Parking Fees. This includes our right to request and obtain the details of a Vehicle's registered keeper from the DVLA.
- 18.3 Full details of how we collect and use personal data can be found in the privacy policy on our Website (<http://www.carparkers.co.uk/privacypolicy>). This privacy policy forms part of these T&Cs.

19. AGENCY

Every person, firm or company who enters into a contract with us for the parking of a Vehicle at any of our Car Parks, whether by purchasing a ticket or otherwise, does so on behalf of themselves and all other persons having any proprietary, possessory or other financial or material interest in the Vehicle and/or its contents.

20. GENERAL

- 20.1 We may transfer our rights and obligations under these T&Cs to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract with you.
- 20.2 Any contract is between you and us. Except as otherwise set out in these T&Cs, no other person shall have any rights to enforce any of these T&Cs.
- 20.3 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these T&Cs.
- 20.4 If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 20.5 We shall not be responsible for any breach or non-compliance with these T&Cs as a result of an event outside of our control (for example, a natural disaster).
- 20.6 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs, shall be governed by and construed in accordance with the law of England and Wales.
- 20.7 You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these T&Cs.