

1. DEFINITIONS

In these terms and conditions:

(a) "us" "we" and "our" means Churchill Square whose registered office is at Churchill Square Centre Management Russel Place Brighton;

(b) "vehicle" means the vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

2 AGENCY

You acknowledge that you enter into this contract with us on the basis of these Terms and Conditions not only on behalf of yourself, but also on behalf of any passengers in the vehicles and the legal owner of the vehicle. This means that we may enforce these Terms and Conditions against you or any passenger or legal owner of the vehicle. Equally, you, any passenger and the legal owner of the vehicle can enforce these Terms and Conditions against us.

3 OUR LIABILITIES

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we are only liable as set out in (a), (b) and (c) below and have no other liability to you.

- (a) We are liable for any death or personal injury arising from our negligence and the negligence of our servants or agents. Nothing in these Terms and Conditions shall exclude that liability.
- (b) We are liable for the loss of or damage to or theft of or from, or temporary failure to deliver any vehicle or property belonging to you arising from our negligence and the negligence or dishonesty of our servants or agents.
- (c) Except as set out in condition 3(a), we shall only be liable for losses which were:
 - (i) Reasonably foreseeable at the time of entering into a contract with you on the basis of These Terms and Conditions; or
 - (ii) Incurred as a result of our or the negligence of our servants and agents; or
 - (iii) Incurred as a result of our failure to comply with these Terms and Conditions. Please note that although we have the above responsibility to you, you should bear in mind that public car parks are open to everyone. We cannot guarantee that people will not enter into the Car Park and cause damage to property or engage in criminal behaviour. Accordingly, you park in our Car Park at your own risk.

4 CLAIMS AND COMPLAINTS PROCEDURE

- (a) If your vehicle sustains damage while in the Car Park or if you lose your vehicle or any of your possessions from your vehicle while it is in the Car Park, you should:
 - (i) Immediately either inform a member of our staff at the Car Park or contact our staff at the control room using the intercom system or otherwise notify our Centre Management on 01273 327428
 - (ii) In the case of theft, immediately inform the police;
 - (iii) Notify your insurers promptly
- (b) If you consider that you have a claim against us contact Centre Management within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence.

Before submitting a claim we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility set out in condition 3.

(c) If you wish to make a claim or to register a complaint about the service that you have received please write to the Centre Management, Churchill Square, Brighton, BN1 2RG

5. SECURITY OF YOUR VEHICLE

(a) Unless requested by a member of our staff not to do so, please ensure that before you leave the Car Park:

(i) Your vehicle is securely locked

(ii) All of the windows of your vehicle are securely closed

If your vehicle is fitted with a vehicle a vehicle alarm steering lock, or similar device that it is engaged

(b) Where CCTV Cameras are installed in any of our Car Parks, they are used to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the Car Park advising that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in Car Parks where CCTV is installed.

6. POSSESSIONS

(a) Wherever possible please take your possessions with you when you leave your vehicle.

(b) If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.

(c) You are reminded that your motor insurance policy may not cover possessions in your vehicle. It may be possible to arrange separate insurance cover for such possessions and we encourage you to do so.

7. COURTESY TO OTHER CUSTOMERS

If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and other details that are relevant to the incident.

8. SAFETY IN THE CAR PARK

(a) Please drive carefully in the Car Park and obey the directional and other signs and any directions given by our staff.

(b) Car parks can be dangerous. 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.

(c) Do not delay your exit from the Car Park and please supervise your children and pets who must be kept under your control at all times in the Car Park.

(d) 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

9. TICKETS

- (a) The ticket issued to you is only valid for the vehicle in respect of which it is issued. Tickets are not transferable between vehicles and are not valid in any other car park. A ticket (including a season ticket) does not entitle you, unless otherwise specified, to any particular space in the car park or to priority over other customers. Upon entry to the Car Park, if you are unable to find a space for your vehicle then you should exit immediately to prevent any parking charges from arising.
- (b) Please take your ticket with you and do not leave it in your vehicle.
- (c) If the pay machine is out of order please use the nearest alternative machine.
- (d) If you experience any problems with the ticket or pay machine please telephone 01273 327 428 or use the intercom on the pay on foot machine.
- (e) We reserve the right to refuse to release any vehicle for which a valid and current ticket or season ticket, cannot be produced, until we have made reasonable enquiries. Failure to produce your ticket will therefore delay your departure.
- (f) If you cannot produce your ticket on departure you will be charged at the full 24 hourly rate for each 24-hour period or part thereof that your vehicle has been in the Car Park. The duration of the vehicles stay within the Car park will in such circumstances be fully determined by us.

10. PARKING CONTRAVENTION

- (a) Parking is restricted to motor cars, motorcycles, cycles, invalid carriages and light vans only. Caravans, trailers, coaches and lorries are not permitted
- (b) It is important to the effective management of the car park;
 - i. That you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without and appropriate disability badge displayed.
 - ii. That you park within a marked bay.
 - iii. That you comply with all signs in the Car Park.
- (c) If you do not comply with these requirements, then we may charge you a parking contravention charge of £50.00. This is because we will incur a loss as your actions will prevent the effective management of the Car Park. The amount of the parking contravention charge represents a genuine pre-estimate of the additional expense incurred by us as a result of your incorrect parking.
- (d) If you incur a parking contravention charge a notice will be given to you or attached to your vehicle. If payment is received within 14 days of the parking contravention charge being issued the amount of the charge will be reduced in accordance with the provisions of the notice.
- (e) Payment may be made by one of the methods detailed in the "Instructions for Payments section of the parking contravention charge notice. Please quote your vehicle registration number and parking contravention charge notice number when making payment.

- (f) Failure to pay the parking contravention charge within 28 days of the parking contravention charge notice being issued will result in us being entitled to take legal action against you for breach of contract and may result in court proceedings.
- (g) We may request and obtain your (or the vehicle owners) personal details from the DVLA should you fail to make payment within 28 days. We will use your personal details only for the purpose of taking steps to recover payment of the parking contravention charge.
- (h) If you consider that we have wrongly issued a parking contravention charge notice you may appeal by writing to the address detailed on the parking contravention charge notice itself. We will then consider your appeal and notify you of our decision. Please note that if your appeal is made within 28 days of the date of issue of the notice, your payment period will be extended by the time taken to determine the appeal.
 - i. The use of this carpark may be regulated by traffic orders or byelaws under which a penalty may be payable for failing to comply with these terms and conditions or the requirements of the relevant order or bylaw in such circumstances, separate notices specifying the relevant order or bylaw will be displayed in the Car Park.
 - ii. If the equipment in the Car Park is damaged by you, your vehicle or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the cost of that repair and associated administering costs from you.

11. ACCESS, RE-LOCATION AND CLAMPING OF VEHICLES

- (a) We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever and may remove from the Car Park or move within the Car Park any vehicle by whatever method we consider reasonable
- (b) We reserve the right to move vehicles within the Car Park, by driving or otherwise, using whatever method we consider appropriate (Even, if as a consequence, damage is caused to your vehicle) to such extent or is reasonably necessary for the purposes of safety to persons or property to avoid obstruction or for the more efficient arrangement of our parking facilities at the Car Park
- (c) We additionally 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, to remove any vehicle at any time to any other reasonably convenient Car Park within our control or otherwise as may be expedient.
- (d) To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition, 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.
- (e) A vehicle which appears to be abandoned or is left in a contravention of the regulations may be immobilised or removed to a place of safer keeping and may eventually be disposed of. Costs of release, removal, storage and disposal will be charged to the vehicle owner.

12 TARRIF

- (a) The parking fees payable by you (as varied from time to time) shall be as displayed on the tariff board in the Car Park. You are obliged to pay the fees and to comply with any instructions on the tariff board.

13 PAYMENT AND DISPOSAL OF ABANDONED VEHICLES

(a) We reserve the right to hold your vehicle until we have received payment for all parking charges due to us and we reserve the right to refuse to release any vehicle until those charges have been paid.

14 If you intend to leave your vehicle in the Car Park for more than 28 days, we recommend that you notify us in writing of your intention to do so.

15 We reserve the right to sell any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the Car Park for more than 28 days without prior notification and which is not known to be covered by a current valid season ticket.

16 Before proceeding with the disposal of abandoned vehicles we will:

- i. Make reasonable enquiries with a view to identifying and contacting the registered owner of the vehicle in question;
- ii. Give 28 days' notice of our intention to do so to the registered owner by pre-paid post addressed to the registered owners last known address.

17 Abandoned vehicles will be sold by auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.

18 Any balance of these sales proceedings remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on proof of entitlement.

14 PROHIBITED ACTIVITIES

(a) You must not tow any vehicle into the Car Park except as part of the services offered by persons authorised by us and no work on nor cleaning of vehicles by you, or your agent other than without prior specific permission is permitted in the Car Park. In the event of vehicle breakdown, you must contact the 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.

(b) The Car Park cannot be used for advertising, trading, camping, cooking, sleeping, washing or servicing vehicles. Fuel tanks may not be emptied or filled. No naked flames are permitted.

(c) No activity in connection with the selling, hiring or other disposal of vehicles or good or services shall be carried out in the Car Park without our prior specific written permission.

(d) Smoking is prohibited by law in this Car Park.

15 VARIATION OF TERMS AND CONDITIONS

(a) These terms and conditions shall not be carried except in writing by our company secretary. Nothing said or done by any of our employees is capable of varying these terms and conditions

16 GENERAL

- (a) Each of these terms and conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.