

# KINGFISHER SHOPPING CENTRE, CAR PARK 7

## TERMS AND CONDITIONS

### 1. Definitions

- (1) The 'Company' shall mean Scottish Widows Plc and Scottish Widows Unit Funds Limited, c/o Kingfisher Shopping Centre, Centre Management Suite, Walford House, Redditch, Worcestershire B97 4HJ.
- (2) 'Vehicle' shall mean any vehicle which is received into the car park and shall include any mechanical device on wheels or tracks, it's equipment, accessories and everything that may be left in it or thereon.

### 2. The Company's Responsibilities and Liabilities

The Company has an obligation to any customer, in return for the parking charge or charges paid by that customer, to provide a space in the car park, if one is available, in which to park a vehicle.

All customers of the car park should remember that it is a busy facility and open to the general public. The Company takes all reasonable precautions to exclude unauthorised persons from entering or using the car park and thus creating nuisance. The Company cannot exclude all unauthorised persons and therefore is unable to guarantee the security of your vehicle or its contents. However:-

- a) The Company, its servants or agents, acting in the course of their employment with the Company, will only accept liability in respect of any loss, misdelivery of or temporary failure to deliver or damage to any vehicle howsoever it may be caused, if the same is caused and be proved to be caused by negligence, wilful discharge of duty or breach of statutory duty of the Company, its servants and agents or the dishonesty of its servants or agents in the course of their employment with the Company.
- b) The Company, its servants or agents, acting in the course of their employment with the Company, will only accept liability in respect of death, personal injury, loss or damage sustained by any customer or other user, howsoever it may be caused, if the same is caused and be proved to be caused by negligence, wilful discharge of duty or breach of statutory duty of the Company, its servants or agents in the course of their employment with the Company.

### 3. Reporting of incidents – Complaints

Any customer who suffers loss of, from or damage to their vehicle whilst in the car park or sustains any personal injury should ensure that:-

- (a) they immediately report the incident to our staff;
- (b) if theft is involved, please inform the police immediately;
- (c) they, of course, contact their insurance company promptly.

Any customer who wishes to make a claim against the company should do so to the Centre Manager, Kingfisher Shopping Centre, Centre Management Suite, Walford House, Redditch, Worcestershire B97 4HJ, within 48 hours, Before this is done, please ensure that any claim falls within the Company's area of responsibility.

### 4. Safety and Security

- (1) Please ensure that at all times your vehicle is locked and secure unless and only when the Company or any employees thereof authorised to do so, request keys of the vehicle to be left in their custody. Where an alarm is installed you should ensure that it is activated.

- (2) Always ensure that you safeguard your property. Please ensure property is kept out of sight where possible.
5. It is necessary to exercise all due care whenever you are using the car park, and take note of any instructions within the car park. The car park is there for your convenience but please remember, like all public places, you should exercise proper caution in your use.
6. **Contracting**
- All customers entering into a contract within the Company for the parking of a vehicle at the car park, whether by purchasing a ticket or otherwise, shall be considered to do so on behalf of himself and all other persons with whom he holds himself out as representing, and warrants his authority so to contract.
7. **Moving of Vehicles**
- The Company, its servants and its agents, reserves the right to move any vehicle within or outside the car park to whatever extent as the Company may deem to be necessary and sufficient to carry out the efficient management of its parking facilities.
8. **Car Park Tickets**
- (a) All tickets issued by the Company are only available for the vehicle in respect of which it is issued. Tickets, including season or other special tickets, do not entitle a customer, unless otherwise agreed by the Company in writing, to any specific space in the car park nor is there any priority over other customers. Season tickets or other special tickets remain the property of the Company to be returned to the company upon expiration.
- (b) If a customer commits the following contraventions, the Company and its servants or agents reserves the right to apply a wheel clamp with receipt of the appropriate fee prior to the release of the vehicle, or to issue a standard penalty charge. Wheel clamps will be released at a fee of £50 and standard penalty charges paid within 14 days £50. Paid over 14 days £100.
- Parked without clearly displaying a valid ticket.
  - Parked after the expiry of the time on the ticket.
  - Parked for longer than the maximum permitted period or overnight.
  - Parked in a disabled person's bay without clearly displaying a disabled persons badge.
  - Parked causing an obstruction, or in a restricted area.
  - Parked beyond the bay markings.
  - Vehicles parked exceeding 3,500 kg unladen weight.
  - Vehicle parked other than those for which the car park is designated
  - This car park is for motorcycles, motorcars, invalid carriages and domestic vehicles only.
9. **Liens** (right to hold another's property until a debt is paid)

Every vehicle in the car park is subject to a lien for all parking charges due or accruing due from the customer to the Company, and a general lien for all and any monies due from the customer to the company, such liens will be in existence whenever the vehicle is in the car park, notwithstanding anytime that it may have been removed from the car park from time to time. If the said lien is not satisfied by the payment, within 28 days of notice that is given by the Company of its intention to sell the vehicle in default of payment, the Company may sell the vehicle by auction or other method and the proceeds of sale may be applied in and towards satisfaction of all sums owing to the Company by the customer together with the expense of such sale, and in connection with the sale the Company shall be entitled to charge reasonable storage charges in respect of the period during which the vehicle is in the possession of the Company. Any balance of purchase price that remains after satisfaction of such sums shall be held by the Company on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by recorded delivery post.

10. **Parking Charges**

All parking charges are as displayed from time to time on the appropriate tariff boards displayed in the car park.

11. **Car Park Use**

The use of this car park is only permitted during the car park opening hours, and vehicles cannot be retrieved when the car park is closed.

12. **Prohibited Activities**

- (1) No customer will allow a vehicle to be towed into a car park. No service work, cleaning, charging of fuel or conducting of repairs to the vehicle shall be carried on in the car park by the customer.
- (2) No business activity in connection with selling, hiring or other disposal of the vehicles shall be done in the car park.

13. **Non Exclusion**

Nothing in these terms and conditions shall take away or modify any statutory rights for entitlements of any customer.

14. **Variations of the Terms and Conditions**

No person has any authority to alter or vary any or all of these terms and conditions unless such variation is in writing under the hand of the Company Secretary or Director of the Company.