

All customers are requested to make themselves aware of these Terms and Conditions

1. Introduction

These Pre-Booking Terms and Conditions apply to all bookings for services made via www.britannia-parking.co.uk, www.britpark.com or any other urls owned by Britannia Parking Limited. All customers should read conditions 2 to 5 inclusive and condition 8, those customers utilising valet parking services should read condition 6 and those customers utilising park and ride services should read condition 7. The Car Park Terms and Conditions relating to the use of the Car Park are displayed at each of our Car Parks and can be accessed at www.britannia-parking.co.uk. The Car Park Terms and Conditions should be read carefully as they form part of these Pre-Booking Terms and Conditions. These Pre-Booking Terms and Conditions contain important information and they specify those matters for which Britannia Parking Limited does not accept responsibility.

2. Definitions

In these Pre-Booking Terms and Conditions:

(a) "us" "we" and "our" means Britannia Parking Limited whose

registered office is at 7th Floor County Gates House, 300 Poole Road, BH12 1AZ; (b) "you", "your" and "customer" means a person who shall have

entered into a contract for the parking of a Vehicle at the Car Park. All customers entering into a contract with us for the parking of a Vehicle at the Car Park, whether by purchasing a ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing;

(c) "Booking Site" means our website or other published website provided by us for customer service and bookings.

(d) "Car Park" means any parking facility managed and/or operated by us provided for the parking of Vehicles;

(e) "Car Park Terms and Conditions" means the general car park terms and conditions which form part of these Pre-Booking Terms and Conditions and are displayed at the Car Park and are accessible at www.britpark.com;

(f) "our representative" means any of our officers, agents and employees (acting in the course of business and within the scope of their duties towards us);

(g) "Pre-Booking Terms and Conditions" means these terms and conditions including the Car Park Terms and Conditions;

(h) "Vehicle" means any vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it;

(i) "Website" means www.britpark.com and all other URL's operated by us; and

(j) "Valet Parking Reception Area" means the area provided for the operation of the valet parking service.

3. Agency

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

4. Tickets

4.1 When you book car parking via the Website you will be given a unique booking reference number ("Booking Reference") via email.

4.2 The booking you make is non-transferable either from you to someone else or between different Car Parks.

4.3 The booking you make is valid only for the times, dates, price, Car Park, specified in your booking. 4.4 Car parks are priced per 24 hour period or part thereof. Prices are subject to change and quotes provided are valid at the time of booking only.

4.5 The number of "days" (24 hour periods) charged for when you pre-book is calculated on the basis of the times you select when making your booking. However, if your actual entry and exit time changes from that specified in your booking and as a result your actual time in the Car Park runs into another 24 hour period over and above that booked, you will be liable for an additional day's charge at the drive-up tariff as displayed on the tariff board at the Car Park, and this amount must be settled before you leave the Car Park. The duration of the Vehicle's stay within the Car Park will in such circumstances be finally determined by us. The terms of this paragraph 4.5 apply irrespective of the reason why you are late back into the Car Park unless your delayed return is caused directly by our negligence.

4.6 When you enter and exit the Car Park, it is imperative that you follow the instructions you have been issued with in your booking confirmation. Please be aware that some Car Parks use a number plate recognition service and as such if your number plate is not

recognized or is not consistent with the number plate for which you have booked, you may not be allowed in.

4.7 If you are issued with a car parking ticket on entry to the Car Park, please retain this in a safe place as you may need it to exit. On exit please follow the instructions issued to you at the time of booking.

4.8 Should you wish to cancel or amend your booking or part of it you may do so via the Website or Customer Services.

4.9 We must receive notice of your cancellation at least 24 hours before the entry time and date specified in your original booking in order to consider a refund. If you do not give the required advance notice as stated, no refund will be given. We will not refund any call centre booking fees or credit card surcharges.

4.10 All cancellations made less than 24 hours before your scheduled entry time and date shall be subject to a minimum administration charge of £2.50.

4.11 Where a change is required by you for a reduction in the number of days of your Car Park booking then, we must receive notice of your change to your booking at least 24 hours before the Car Park entry time and date specified in your booking. If you do not give the required advance notice as stated, no refund will be given or if the change requires additional parking days to those indicated in your booking you will have to pay the full daily rate from time to time of the relevant Car Park.

4.12 No retrospective refunds will be made after the Car Park entry time and date of your booking (as detailed on your booking confirmation) if you have not followed the cancellation and/or changes to booking procedures set out in these Pre-Booking Terms and Conditions.

4.13 If a refund is due, it will only be made where you can provide us with a pre-paid Booking Reference. Refunds are only made to the original card on which payment was made.

4.14 If we cancel your booking for any reason within our direct control and not due to an event beyond our control then we will refund the amount we have received from your pre-booking on the card on which the payment was made.

4.15 No refunds will be made other than as expressly provided for in these Pre-Booking Terms and Conditions.

5. Variation of the Terms and Conditions

These Pre-Booking Terms and Conditions and any document referred to herein constitute the whole agreement between us and you. However, we reserve the right to amend these Pre-Booking Terms and Conditions at any time. Nothing said or done by any of our representatives is capable of varying these Pre-Booking Terms and Conditions.

6. Valet Parking

6.1 The terms and conditions printed on the reverse of the valet parking docket issued by our representative to you ("Valet Terms") with regard to your Vehicle shall apply to the provision of valet parking services to you. In the event of a conflict between the terms set out in paragraphs 6.2 to 6.5 below (inclusive) and the Valet Terms, the Valet Terms shall prevail.

6.2 You must comply with all directional signage and other instructions from our representative when in the Valet Parking Reception Area.

6.3 Except as set out in paragraph 16.3 above, we do not accept liability for damage to your Vehicle (whether caused accidentally or by way of vandalism) while the Vehicle is in the Car Park or Valet Parking Reception Area.

6.4 We do not accept liability for theft of or from your Vehicle unless you have entrusted the keys of the Vehicle to us and then only provided that the keys have been used in order to carry out the theft.

7. General

7.1 Pre-Bookings are valid only for the days specified on the Application and are generally valid during the opening hours of the car park only, unless otherwise specified on the application form. At all other times users are required to pay normal parking rates.

7.2 Pre-Bookings are priced on the basis that a space is not reserved or guaranteed and no warranty as to space availability is made.

7.3 Each of these Pre-Booking 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.

7.4 Nothing in these Pre-Booking Terms and Conditions shall take away or modify any of your statutory rights or entitlements.

7.5 These Pre-Booking Terms and Conditions are governed by and shall be construed in accordance with English Law and any claims arising under them are subject to the exclusive jurisdiction of the English and Scottish Courts.

7.6 We shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998. For further details on how we collect and use your information for marketing purposes please review our Privacy Policy at www.britpark.com

7.7 If any provision of these Pre-Booking Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed

not to form part of these Pre-Booking Terms and Conditions, and the validity and enforceability of the other provisions of this agreement shall not be affected.

7.8 If a provision of these Pre-Booking Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.