

PLEASE READ CAREFULLY: THESE TERMS AND CONDITIONS CONTAIN EXCLUSION CLAUSES, IN PARTICULAR, THE BUYER'S ATTENTION IS DRAWN TO CONDITION 9. THE BUYER SHOULD BE AWARE THAT THE CONTRACT IS SUBJECT TO A MINIMUM PERIOD OF THE SEASON TICKET THAT IS PURCHASED AND THAT IT WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD UNLESS CANCELLED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. NON-PAYMENT OF A RENEWAL INVOICE IS NOT A PERMITTED CANCELLATION REQUEST. THE BUYER'S ATTENTION IS ALSO IN PARTICULAR DRAWN TO CONDITION 8.

IF THE BUYER IS CONTRACTING AS A CONSUMER, SECTIONS MARKED "CONSUMER AND NON-CONSUMER" AND "CONSUMER" APPLY.

IF THE BUYER IS CONTRACTING OTHER THAN AS A CONSUMER, THE SECTIONS MARKED "CONSUMER AND NON-CONSUMER" AND "NON-CONSUMER" APPLY.

## 1. DEFINITIONS (CONSUMER AND NON-CONSUMER)

1.1 In these Terms & Conditions the following words have the following meanings:

"**Access Card**" means a card provided by Q-Park in relation to Season Tickets which must be presented by a Season Ticket Holder on entry to and exit from the relevant Home Car Park (if applicable);

"**Access Device**" means an Access Card, ANPR or QR Code;

"**ANPR**" means automatic number plate recognition software;

"**Business Day**" means a day other than a Saturday, Sunday or a public holiday in England and Wales;

"**Business Travel Card Season Ticket**" means a product whereby the Season Ticket Holder can use the Home Car Park as and when required during the Parking Period, and access and use is monitored via an Access Device;

"**Buyer**" means the person(s), firm or company who purchases the Services from Q-Park, as identified on the Season Ticket Application Form or Web Form;

"**Car Park Terms of Use**" means the car park terms of use, applicable to the Q-Park Car Parks (as amended from time to time by Q-Park), a copy of which is set out at Appendix 1;

"**Contract**" means the contract made between Q-Park and the Buyer for the supply and purchase of the Services which incorporates the Terms & Conditions and the Car Park Terms of Use;

"**Consumer**" means a Buyer who is a natural person, and purchases the Services for personal use, rather than in the course of business;

"**Flexi Season Ticket**" means a product whereby the Season Ticket Holder can use the Home Car Park for a fixed number of hours of parking during the Parking Period, and access and use is monitored via an Access Device;

"**Home Car Park**" means the primary Q-Park Car Park that the Season Ticket gives the Season Ticket Holder access to, pursuant to the Services, as specified in the Season Ticket Application Form or Web Form;

"**Nights and Weekends Season Ticket**" means a product whereby the Season Ticket Holder can use the Home Car Park between 17:00 to 09:00 Monday to Friday and all day Saturday and Sunday (subject to the opening times of the Home Car Park) during the Parking Period, and access and use is monitored via an Access Device;

"**Parking Period**" means a period of 12 calendar months, 3 calendar months, or one calendar month as specified in the Season Ticket Application Form or Web Form, in each case commencing on the start date specified in the Season Ticket Application Form or Web Form, and each 12 calendar months, 3 calendar months, or one calendar month anniversary (as applicable) thereafter;

"**Q-Park**" means Q-Park Limited, company number 01721817, having its registered office at 1 East Parade, Leeds, LS1 2AD, who is the owner or occupier of the Q-Park Car Parks;

"**Q-Park Address**" means 1 East Parade, Leeds, LS1 2AD;

"**Q-Park Car Park**" means a Q-Park branded car park, and "**Q-Park Car Parks**" shall be construed accordingly;

"**Q-Park Email**" means: sales@q-park.co.uk;

"**Q-Park Website**" means www.q-park.co.uk;

"**QR Code**" means a quick response barcode;

"**Reserved Spacing**" means reserved parking space(s) within the Home Car Park;

"**Right of Withdrawal**" means the right to cancel the Season Ticket purchase within 14 days of the day on which the Contract is formed;

"**Season Ticket**" means a Business Travel Card Season Ticket, Flexi Season Ticket, Nights and Weekends Season Ticket, Unlimited Season Ticket or Week Day Season Ticket, or any other season ticket product that may be introduced by Q-Park from time to time, in each case provided by Q-Park in accordance with the Terms & Conditions;

"**Season Ticket Holder**" the Buyer (where the Buyer is a natural person) or (where the Buyer is not a natural person) any person who is allocated the use of a Season Ticket by the Buyer;

"**Season Ticket Application Form or Web Form**" means the application form completed by the Buyer to request the Services, either in paper form or on the Q-Park Website;

"**Services**" means the provision of Season Ticket parking and the opportunity to park in accordance with the Terms & Conditions;

"**Smart Upgrade**" means the provision of parking at a non-Home Car Park during the days/times permitted by the Season Ticket;

"**Terms & Conditions**" means these terms and conditions, as amended from time to time in accordance with condition 2.6;

"**Unlimited Season Ticket**" means a product whereby the Season Ticket Holder can use the Home Car Park up to 24 hours a day, 7 days a week during the Parking Period (subject to the opening times of the Home Car Park), and access and use is monitored via an Access Device;

"**Week Day Season Ticket**" means a product whereby the Season Ticket Holder can use the Home Car Park up to 24 hours a day Monday to Friday (subject to the opening times of the Home Car Park) during the Parking Period, and access and use is monitored via an Access Device.

## 2. FORMATION OF CONTRACT AND APPLICATION OF TERMS & CONDITIONS (CONSUMER AND NON-CONSUMER)

2.1 Completed Season Ticket Application Form or Web Forms should be signed and sent to the Q-Park

Address or Q-Park Email, if completed in paper form, or submitted via the Q-Park Website, if completed online. Each Season Ticket Application Form or Web Form submitted shall be deemed to be an offer by the Buyer to purchase Services based on the Terms & Conditions and the Car Park Terms of Use. The issuing of, or access to, a Season Ticket Application Form or Web Form by Q-Park will not, under any circumstances, constitute an offer by Q-Park and shall be considered merely as an invitation to treat for contracting purposes. No Season Ticket Application Form or Web Form submitted by the Buyer shall be deemed to be accepted by Q-Park until the Buyer is informed by Q-Park that the Access Card(s) is/are ready for collection (if applicable), or otherwise that access to the Home Car Park is available from the start date set out in the Season Ticket Application Form or Web Form (or such other start date as notified by Q-Park to the Buyer if the proposed start date suggested by the Buyer in the Season Ticket Application Form or Web Form is not appropriate, in Q-Park's opinion, for whatever reason), and following such action, the Contract shall commence on the start date set out in the Season Ticket Application Form or Web Form or other start date notified by Q-Park. If the Buyer's offer is not accepted there will be no contract between Q-Park and the Buyer.

**2.2** By making an offer to Q-Park the Buyer is deemed to have confirmed that:

- (a) all the information provided by the Buyer is correct;**
- (b) the Buyer, if a natural person, is at least 18 years old;**
- (c) the Buyer is legally capable of entering into a binding contract.**

**2.3** The Buyer shall comply with the Terms & Conditions and the Car Park Terms of Use, and shall procure, where applicable, that all Season Ticket Holders comply with them.

**2.4** Any Contract changes required during the Parking Period, including, without limit, changes to Buyer details or Season Ticket product, will incur an administration charge of £35 plus VAT, which the Buyer must pay.

**2.5** The Terms & Conditions and the Car Park Terms of Use apply to the Contract to the exclusion of all other terms and conditions the Buyer seeks to impose or incorporate (including, without limit, any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of Season Ticket Application Form or Web Form or other document), or which are implied by trade, custom, practice or course of dealing.

**2.6** Any proposed variation to the Terms & Conditions or the Car Park Terms of Use by the Buyer shall have no effect unless expressly agreed in writing and signed by an authorised representative of Q-Park. Q-Park shall be entitled to amend the Terms and Conditions and the Car Park Terms of Use from time to time, and

shall notify the Buyer of any material changes.

## **3. SERVICES (CONSUMER AND NON-CONSUMER)**

- 3.1** Q-Park will provide the opportunity to park in the Home Car Park.
- 3.2** A Season Ticket does not guarantee the Buyer a parking space in the Home Car Park. In the event Q-Park cannot provide a parking space in the Home Car Park for whatever reason, the Buyer will be directed to an alternative Q-Park Car Park. The Buyer does not have a designated car parking space or spaces in the Home Car Park, unless Reserved Spacing has been purchased by the Buyer in addition to the Season Ticket.
- 3.3** The Buyer acknowledges that it is not granted exclusive possession, nor any form of lease, licence or other property right in respect of the Home Car Park or any other Q-Park Car Park.
- 3.4** Q-Park reserves the right to withdraw or suspend the Services at any time for essential maintenance work. In these circumstances, the Buyer will have the option to park in another Q-Park Car Park at no additional cost or, if that is not possible, to receive a pro-rata refund for the days the Home Car Park is unavailable.

## **4. CHARGES (CONSUMER AND NON-CONSUMER)**

- 4.1** Prices for the Services are available on the Q-Park Website, or on request by writing to the Q-Park Address or Q-Park Email. The prices may change from time to time. Any price increase will be notified to the Buyer in writing and will take effect from the next Parking Period. If the Buyer does not wish to pay the increased price for the Services, it may cancel the Contract in accordance with condition 8.2.
- 4.2** If the price completed by the Buyer on the Season Ticket Application Form or Web Form is incorrect or has changed, the Buyer will be asked to resubmit the Season Ticket Application Form or Web Form with the correct price details, or will be asked to agree to the change in price via email.
- 4.3** All prices given are exclusive of VAT, unless otherwise specified. Q-Park shall include on its invoice any VAT payable by the Buyer in relation to the Contract.
- 4.4** Notwithstanding condition 4.1, a number of different prices for different Q-Park Car Parks are offered and it is always possible that, despite efforts made, some of the pricing may be incorrect. Q-Park will normally verify prices, and where the correct price is less than the stated price, Q-Park will charge the lower amount. If the correct price is higher than the stated price, Q-Park may, at its absolute discretion, contact the Buyer for instructions, or reject the Buyer's offer and notify the Buyer of such rejection. Q-Park is under no

obligation to provide the Services to the Buyer at the incorrect (lower) price, even if the Access Card is issued or access to the Home Car Park is otherwise provided (as applicable).

- 4.5 In relation to the Flexi Season Ticket, Nights and Weekends Season Ticket and Week Day Season Ticket, if a Season Ticket Holder exceeds the fixed or restricted hours purchased in any Parking Period, the Buyer will be charged for all hours (or part hours) the Services are provided beyond the fixed or restricted hours in accordance with the Home Car Park's standard price tariffs.

## 5. RIGHT OF WITHDRAWAL (aka COOLING OFF PERIOD)

### CONSUMER

- 5.1 The Buyer has the right to withdraw from the Contract, without stating reasons, within 14 days from the day after Q-park accept the Buyer's Season Ticket Application Form or Web Form, in accordance with condition 2.1 ("**Cooling Off Period**").
- 5.2 To exercise the Right of Withdrawal, the Buyer must inform Q-Park of their decision to withdraw from the Contract by sending a written notice in accordance with condition 12.
- 5.3 The notice in which the Buyer communicates their decision to withdraw from the Contract must have been sent to Q-Park before the Cooling Off Period has expired, and will be deemed to be effective from the date received by Q-Park ("**Contract End Date**").
- 5.4 If the Buyer validly withdraws from the Contract, Q-Park shall refund the Buyer the portion of any payments made by them for the Services relating to the period after the Contract End Date, without delay, and in any event, not later than 14 days after Q-Park is informed of the Buyer's decision to withdraw from the Contract. For the avoidance of doubt, Q-Park shall not refund the Buyer for any period during the Cooling Off Period in which they were receiving the Services.
- 5.5 Q-Park shall repay the Buyer by the same means of payment with which the Buyer effected the original transaction, unless the Buyer has expressly agreed otherwise; in any event, the Buyer shall not be charged for such repayment.

## 6. PAYMENT (CONSUMER AND NON-CONSUMER)

- 6.1 All payments due should be made to Q-Park.
- 6.2 No payments shall be deemed to have been received until Q-Park has received payment in cleared funds.

- 6.3** Flexi Season Tickets, Nights and Weekends Season Tickets, Unlimited Season Tickets and Week Day Season Tickets are payable in advance of each Parking Period (in full) by direct debit. Business Travel Card Season Tickets are payable at the end of each month throughout the Parking Period, by such payment methods as detailed in the invoice. All invoices are payable within 14 days of the date of the invoice.
- 6.4** Q-Park reserves the right to deny access to the Home Car Park, or any other Q-Park Car Park (as applicable), and cancel the Contract in accordance with condition 8.6(a), if:
- (a) in relation to Season Tickets that are payable in advance, payment is not received in full prior to the commencement of a Parking Period; and**
  - (b) in relation to Season Tickets that are payable at the end of each month throughout a Parking Period, payment is not received within 14 days of the date of the monthly invoice.**
- 6.5** If the Buyer incurs parking charges during the period when the Season Ticket has not been issued or access has been denied in accordance with this condition 6, no refund will be given. The Season Ticket block will be removed and/or the Season Ticket issued when cleared funds are received for the full outstanding amount.
- 6.6** If the Buyer fails to pay Q-Park any sum due pursuant to the Contract, the Buyer will be liable to pay the full amount due for the Services together with interest from the due date for payment at an annual rate of 4% above the base lending rate of NatWest Bank plc, accruing on a daily basis until payment is made, whether before or after judgment.

## **NON-CONSUMER**

- 6.7** All payments payable to Q-Park under the Contract shall become due immediately upon termination of the Contract for whatever reason, notwithstanding any other provision in the Contract.
- 6.8** The Buyer shall make all payments due under the Contract without any deduction, whether by way of set off, counterclaims, discount, abatement or otherwise.

## **7. ACCESS DEVICES (CONSUMER AND NON-CONSUMER)**

- 7.1** This condition 7 applies to Access Card and QR Code Access Devices only.
- 7.2** Upon receipt of an Access Device, the Buyer will be responsible for that Access Device, in relation to any loss or damage of that Access Card, or use of it in breach of the Contract.

- 7.3** Access Devices remains the property of Q-Park at all times.
- 7.4** Entrance to the Home Car Park and/or any other Q-Park Car Park pursuant to a Smart Upgrade (as applicable) without the Access Device, means that normal daily tariffs at the Home Car Park and/or any other Q-Park Car Park will apply, and no refunds will be given.
- 7.5** In the event of loss or damage to the Access Device due to the act or omission of the Buyer or Season Ticket Holder, the Buyer will be charged £25 for a replacement Access Device.
- 7.6** In the event of loss or damage to the Access Device, or if the Access Device does not work, in each case due to the act or omission of Q-Park, the Buyer will be provided with another Access Device free of charge. If the Buyer has had to pay upfront for parking in the Home Car Park due to any of the circumstances set out in this condition 7.6, a refund will be provided upon production of valid receipts to Q-Park.

## CONSUMER

- 7.7** Access Cards may only be used by the Buyer and are not transferable.

## NON-CONSUMER

- 7.8** An Access Device may not be assigned, transferred charged or dealt with in any way by the Buyer or a Season Ticket Holder, and may only be used by the relevant Season Ticket Holder(s). The Buyer is required to keep an up to date list of the names of the Season Ticket Holder(s), and the Access Device(s) allocated to each Season Ticket Holder.

## 8. TERM AND TERMINATION (CONSUMER AND NON-CONSUMER)

- 8.1** The Contract will, after the expiry of the Parking Period, automatically continue for successive Parking Periods, unless terminated in accordance with this condition 8.
- 8.2** THE BUYER SHOULD BE AWARE THAT THE CONTRACT IS SUBJECT TO A MINIMUM PARKING PERIOD AND THAT IT WILL AUTOMATICALLY RENEW AFTER THAT ON AN ANNIVERSARY BASIS UNLESS TERMINATED IN ACCORDANCE WITH THE TERMS & CONDITIONS. IF APPLICABLE, THE BUYER WILL RECEIVE THE INVOICE FOR THE NEXT PARKING PERIOD AROUND 21 DAYS BEFORE THE THEN CURRENT PARKING PERIOD EXPIRES (WHERE THE PARKING PERIOD IS FOR ONE CALENDAR MONTH), AND 30 DAYS BEFORE THE THEN CURRENT PARKING PERIOD EXPIRES (WHERE THE PARKING PERIOD IS FOR THREE OR TWELVE CALENDAR MONTHS). IF THE BUYER DOES NOT WANT THE SERVICES TO CONTINUE BEYOND A PARKING PERIOD, THE BUYER



SHOULD TERMINATE THE CONTRACT IN ACCORDANCE WITH THIS CONDITION 8.

- 8.3** The Buyer may terminate the Contract by giving Q-Park at least one calendar month's notice in writing to expire no later than the last day of the then current Parking Period, confirming that it wants to terminate the Contract. In such circumstances the Contract will terminate at the end of the then current Parking Period. If the written notice expires after that date, then the Contract shall continue for a further Parking Period and will terminate at the end of that further Parking Period. The Buyer should retain proof of terminating the Contract in accordance with this condition.
- 8.4** Q-Park may terminate the Contract at any time if, in its opinion, termination is necessary (including, but not limited to, extensive work in the Home Car Park or sale of the business), by providing 30 days' written notice confirming its intention to terminate the Contract. In the case of termination in accordance with this condition, the Contract will terminate on the expiry of the 30 days' notice period. If the Contract will end prior to the end of the Parking Period, Q-Park will provide a pro-rata refund for the remaining days of the Parking Period (calculated from the date on which the Contract ends).
- 8.5** Written notice of termination must be sent in accordance with condition 12.
- 8.6** Either party shall be entitled to terminate the Contract immediately by giving written notice to the other party if:
- (a) the other party fails to pay any sum due under the Contract within 30 days of written notification that payment is due;**
  - (b) the other party commits a material breach of any of the provisions of the Contract, and in the case of a breach which is capable of remedy, fails to remedy the same within 60 days after receipt of written notice giving particulars of the breach and requiring it to be remedied;**
  - (c) the other party persistently breaches any provisions of the Contract;**
  - (d) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the other party, or a receiver or trustee in bankruptcy is appointed over the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertakings, or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of solvent reconstruction or amalgamation)**

or any circumstances arise which entitle the court or a creditor or the company (where the other party is a company) or its directors to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, or other similar or equivalent action is taken against or by the other party by reason of its insolvency or in consequence of debt.

- 8.7** If the Contract is terminated by Q-Park in accordance with condition 8.6 the Buyer shall not be entitled to a refund of any charges paid by the Buyer in relation to the provision of the Services. If the Contract is terminated by the Buyer in accordance with condition 8.6 the Buyer shall be entitled to a refund of any charges paid by the Buyer in relation to the provision of the Services relating to the period after the termination date.

## 9. LIMITATION OF LIABILITY

### CONSUMER

- 9.1** Q-Park will provide the Services to the Buyer with reasonable care and skill.
- 9.2** Q-Park does not accept responsibility for business losses.
- 9.3** If Q-Park fails to comply with the Contract, it is responsible for loss or damage the Buyer suffers that is a foreseeable result of Q-Park breaking the Contract or failing to use reasonable care and skill, but Q-Park are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the Buyer and Q-Park knew it might happen.
- 9.4** Q-Park's total liability arising under or in connection with the Contract, whether due to Q-Park's negligence, its breach of the Contract or any other circumstances, in respect of any loss or damage to a Buyer's vehicle or other property, and any other loss or damage the Buyer may suffer, is limited to £1,000.
- 9.5** Q-Park does not exclude or limit in any way its liability to the Buyer where it would be unlawful to do so. This includes liability for death or personal injury caused by Q-Park's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of the Buyer's legal rights in relation to the Services.
- 9.6** The Buyer's statutory rights as a Consumer are not affected.

### NON-CONSUMER

- 9.7 Q-Park will provide the Services to the Buyer with reasonable care and skill.
- 9.8 All conditions, warranties or other terms which might be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.
- 9.9 Subject to condition 9.10:
- (a) **Q-Park's total aggregate liability, arising under or in connection with the Contract or any collateral contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise for loss of or damage to the Buyer's or a Season Ticket Holder's tangible property, and for all other claims, shall not exceed £1,000.**
  - (b) **Q-Park shall under no circumstances whatever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:**
    - (i) **any indirect, special, or consequential loss or damage;**
    - (ii) **any loss of profits, anticipated profits, revenue or business opportunities;**
    - (iii) **loss of, or damage to, goodwill;**
    - (iv) **loss of production or data,**

in each case arising as a direct or indirect result of the relevant claim.

- 9.10 The exclusions or limitations on liability in the Contract shall apply to the fullest extent permissible at law, but Q-Park does not exclude liability for death or personal injury caused by the negligence of Q-Park, its officers, employees, contractors or agents, for fraud or fraudulent misrepresentation, for breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or for any other liability which may not be excluded by law.

## **10. ASSIGNMENT**

### **CONSUMER**

- 10.1 The Buyer shall not be entitled to transfer the Contract or any part of it to someone else, unless they have Q-Park's express written consent (such consent not to be unreasonably withheld). Q-Park may transfer the

Contract to a different organisation who will then be responsible for the supply of the Services. Q-Park will notify the Buyer in writing if this happens and will ensure that the Buyer will not be disadvantaged by such a transfer.

## **NON-CONSUMER**

10.2 Q-Park may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights and obligations under the Contract or any part of it. The Buyer shall not assign, transfer, charge, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract or any part of it.

## **11. EVENTS BEYOND REASONABLE CONTROL (CONSUMERS AND NON-CONSUMERS)**

Neither party shall be liable for any failure or delay in performance of any of its obligations under the Contract (other than a failure to pay any sum due) if it is prevented from or delayed in the carrying out of its obligations under the Contract due to circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, guidance or recommendations, national emergency, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether involving its own workforce or a third party's), and the party affected by such force majeure event shall have a reasonable extension of time in which to fulfill its obligations under the Contract.

## **12. COMMUNICATIONS (CONSUMER AND NON-CONSUMER)**

12.1 All notices and other communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post or email:

(a) in case of communication to Q-Park, to the Q-Park Address, or Q-Park Email, or such other address or email address as shall be notified to the Buyer by Q-Park in accordance with this condition; or

(b) in the case of communications to the Buyer to the registered office address of the Buyer (if it is a company), or otherwise to the address of the Buyer set out in the Season Ticket Application Form or Web Form, or email address set out in the Season Ticket Application Form or Web Form, or in each case, such other address or email address as shall be notified to Q-Park by the Buyer in accordance with this condition.

12.2 Notices or other communications shall be deemed to have been received:

- (a) if delivered by hand on a Business Day, on the day of delivery and if not delivered on a Business Day on the next Business Day;
- (b) if sent by pre-paid first class post, at 09:00 on the second Business Days after posting (excluding the day of posting);
- (c) if sent by email, at 09:00 on the next Business Days after transmission.

## 13. DATA PROTECTION (CONSUMER AND NON-CONSUMER)

Any information provided by the Buyer to Q-Park will be used solely for the purpose of the provision of the Services by Q-Park. Information on how Q-Park use the Buyer's personal data (if any) is set out in Q-Park's Privacy Notice, which can be found at <https://www.q-park.co.uk/en-gb/privacy-statement/>.

## 14. COMPLAINTS (CONSUMER AND NON-CONSUMER)

Any complaints about the Services should be sent in writing to the Q-Park Address or Q-Park Email, marked for the attention of the Customer Services Manager.

## 15. GENERAL (CONSUMER AND NON-CONSUMER)

- 15.1 Each right or remedy of the parties under the Contract shall be in addition to any other right or remedy of the parties under law.
- 15.2 The Buyer shall only use the Services for lawful purposes and in accordance with all applicable laws.
- 15.3 If there is an inconsistency or conflict between any of the provisions of the Terms & Conditions and the Car Park Terms of Use, the following order of precedence shall apply:
  - (a) the Terms & Conditions, then;
  - (b) the Car Park Terms of Use.

## CONSUMER

- 15.4 The Contract is between Q-Park and the Buyer. Nobody else can enforce it and neither party will need to ask anybody else to sign-off on ending or changing it.
- 15.5 If a court or other authority decides that some of the Terms & Conditions are unlawful, the rest will continue to apply.

- 15.6** If a party delays in enforcing the Contract, it can still enforce it later.
- 15.7** The Contract is governed by English law and wherever the Buyer lives they can bring a claim against Q-Park in the English courts. If a Buyer lives in Wales, Scotland or Northern Ireland, they can also bring a claim against Q-Park in the courts of the country they live in. Q-Park can claim against the Buyer in the courts of the country the Buyer live in.

## **NON-CONSUMER**

- 15.8** A person who is not a party to the Contract shall not have any rights under or in connection with it pursuant to the Contract (Rights of Third Parties Act) 1999. The parties do not need the consent of any other person to terminate or rescind the Contract or agree any variation, waiver or settlement of the Contract.
- 15.9** If any provision of the Contract 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 shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 15.10** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.11** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 15.12** The Contract constitutes the whole agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) which is not set out in the Contract.

## **DIRECT DEBIT (CONSUMER AND NON-CONSUMER)**

- 15.13** The availability of the direct debit payment service is at Q-Park's discretion.
- 15.14** The requirement to pay by direct debit is a condition of the Flexi Season Ticket, Nights and Weekends

Season Ticket, Unlimited Season Ticket and Week Day Season Ticket.

- 15.15** The Buyer must complete the authorisation forms, and the Contract will not commence until the initial payment is completed.
- 15.16** The direct debit payment cannot be used to clear outstanding debts, and can only be used for future parking payments.
- 15.17** The timing of the direct debit payment shall be clearly communicated by Q-Park and set out in advance of the first payment.
- 15.18** The Buyer must ensure that the account linked to the direct debit has sufficient funds at all times, and the details are correct and up to date. The Buyer also agrees to continue the direct debit payment until such time that the payment is deemed not required by Q-Park in its absolute discretion.
- 15.19** In the event of a direct debit payment failing due to insufficient funds, inaccurate account details or cancellation, an administration charge of £20 plus VAT per event will be incurred, which the Buyer must pay, in addition to any costs incurred by Q-Park in recovering any non-payment.

## **SMART UPGRADE (CONSUMER AND NON-CONSUMER)**

- 15.20** The Buyer may be given the option to receive a Smart Upgrade.
- 15.21** The Buyer will be liable for all parking costs when parking in a non-Home Car Park pursuant to the Smart Upgrade at the tariff price minus a 15% discount.
- 15.22** Tariff prices can be changed from time to time and are available on the Q-Park Website.
- 15.23** An invoice will be generated for the Smart Upgrade at the end of each month relating to all uses of the Smart Upgrade in the previous month, and the payment will be taken via direct debit. No payments shall be deemed to have been received until Q-Park has received payment in cleared funds.
- 15.24** Entrance to a non-Home Car Park pursuant to the Smart Upgrade without an Access Card or QR Code Access Device, or outside of the days/times permitted by the Season Ticket, means that normal daily tariffs at the relevant Q-Park Car Park will apply, and require payment prior to exit.
- 15.25** The Smart Upgrade does not guarantee the Buyer a parking space in any Q-Park Car Park.
- 15.26** Q-Park and the Buyer can cancel the Smart Upgrade functionality by giving 14 days written notice. For the avoidance of doubt, this does not impact on the Contract in respect of the relevant Season Ticket to

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the Home Car Park.

April 2022



## Appendix 1

### **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:

- (a) immediately to inform a member of staff to the occurrence;**
- (b) in the case of theft, report it to the Police and make a note of the reference number;**
- (c) notify your insurers promptly.**

**2.2** If you consider that you have a claim against Q-Park 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, 1 East Parade, Leeds, LS1 2Ad.

**2.3** Before submitting a complaint to Q-Park, 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:

**(a)** your vehicle is securely locked;

**(b)** all the windows of your vehicle are securely closed;

**(c)** 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:

**(a)** please drive carefully in the Q-Park Car Park and obey the directional signs and speed limit;

**(b)** after you have parked your vehicle please proceed to the nearest exit. All exits are signposted;

**(c)** do not wander about the Q-Park Car Park;

- (d) keep a careful eye on people in your care;
- (e) 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 at the normal daily tariffs for the full time spent parked in the Q-Park Car Park.

## 8. AGENCY

- 8.1 Every person who enters into a contract with Q-Park 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** '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

No person has authority to vary or alter these Car Park Terms of Use unless such variation is in writing

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signed by a duly authorised signatory of Q-Park.