

TERMS AND CONDITIONS

Please read carefully. This is a safety notice with conditions that may affect your legal rights. Everyone entering a Q-Park car park is bound by the Terms and Conditions and entry to the Car Park will bind them to these Terms and Conditions. They must: follow the procedures outlined in these Terms & Conditions obey the directions displayed on signs, notices, markings, etc. Please remember that the Car Park is open to the public and it is not possible to guarantee the security of your vehicle and its contents.

DEFINITIONS

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

"Contract" means the contract made between Q-Park and the Buyer for the supply and purchase of the services formed in accordance with these Terms & Conditions;

"Consumer" means person who, not acting in the course of a business or profession, purchases products and/or services from Q-Park within the context of parking.

"Company" means the operating companies and the management company and all companies associated with it and its leases, and all other persons having any propriety or other interest in the Car Park.

"Customer" means any person who uses the Car Park whether by him or herself, or his or her servants or agents or as servant or agent for anybody else and any person having any propriety, possessors, financial or material interest in the vehicle.

"Entrant" means any natural person who enters or is in the Car Park whether or not the Customer. Except where expressly qualified person includes companies, firms and associates incorporated or un-incorporated; words in singular shall where applicable include the plural.

"Online Prebooking" means the purchase of a parking product via the Q-Park website or app.

"Q-Park" means Q-Park Limited company number 01721817, having its registered office at 72 Merrion Street, Leeds, LS2 8LW, acting as agent for the Owner and/or the Overrun Owners;

"Q-Park Address" means 72 Merrion Street, Leeds, LS2 8LW;

"Q-Park Car Park" those car parks as detailed on www.q-park.co.uk as updated and amended from time to time (a current list of which is set out at Appendix 2);

"Reservations" means the purchase of a parking product via the Q-Park website or app.

"Right of withdrawal" means the right to cancel the Season Ticket purchase within 14 days of the day on which the agreement is concluded.

"Terms & Conditions" means these terms and conditions;

"Withdrawal Period" The period of 14 days from the day of entering into the agreement, during which the Consumer has the right to withdraw from an Online purchase.

SPEED LIMIT

There is a maximum speed limit in this Car Park of 5 mph.

SECURITY

Before leaving the Car Park, Customers are strongly recommended to ensure that: Your vehicle is securely locked; and All windows in the vehicle are securely closed; and If the vehicle is fitted with security devices, please ensure that they are working and have been activated; and if you have to leave possessions in the vehicle do not leave them in plain sight, e.g. on a seat. They should be locked in the boot or trunk. Customers are reminded that their motor insurance policies may not cover possessions in vehicle.

SAFETY

Car Parks can be dangerous and all persons must: Drive carefully in the Car Park and; Observe the rules of the road and; Park only inside a clearly marked space and proceed immediately to nearest exit, stairs or lift lobby and leave the Car Park directly and; Obey directional signs and; Be extra careful with children. Keep children under close supervision and do not permit them to play or run about in the Car Park and; Please deposit all litter in litter bins provided. Should you damage any vehicle in the Car park, you are requested to report the matter immediately to the Car Park Control Office and give details of registration, insurance, etc. The Company shall have the right to move any vehicle by driving or otherwise within or outside the Car Park at the Company's sole discretion.

LEGAL RELATIONS

The Company is only providing a space for parking your vehicle and the fee is solely in proportion to the time spent in the Car Park. The Company therefore has no obligation to maintain custody over the vehicle or its contents.

The Company, its servants and agents shall not be liable in respect of any loss or mis-delivery of or damage to the vehicle, howsoever, except where the same may be caused by the negligence or breach of statutory duty of the Company, its servants or agents (in the case of the Company only), or the dishonesty of its servants or agents.

The Company, its servants and agents shall not be liable in respect of death or personal injury sustained by the entrant howsoever the same may be caused, except where the same may be caused by the negligence or breach of statutory duty of the Company, its servants or agents.

The customer will indemnify the Company against all claims, demands and costs whatsoever arising out of or in connection with the presence of the vehicle in the Car Park unless the Customer shall prove that the loss, damage, death or injury is the subject of the matter of such claims, or demand was caused solely by the negligence or breach of statutory duty of the Company, its servants or agents.

Every person who enters into contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of him/herself and all other customers (as herein defined) and warrants his/her authority to so contract.

TICKETS

The ticket which is issued does not entitle the Customer to any particular space in the Car Park or to priority over other Customers. One booking allows one single entry and exit into to the car park within the allotted time. The Customer's car will not be able to exit and re-enter multiple times during the time booked.

In the unlikely event that the Car Park is full, an alternative will be offered.

FEES

Pre-booking fees are displayed online and when placing the booking. Prices may be altered from time to time at the sole discretion of the Company. The prices quoted are inclusive of VAT. In default of production of a ticket the Company may refuse to release the vehicle until it has made such enquiries as it may determine. In this regard, the Company may require the Customer to provide proof of ownership of the vehicle, proof of identity and to complete and sign such declarations as the Company may deem appropriate for the release of the vehicle. Customers who cannot produce their ticket on departure will be charged the full daily rate for the day of departure plus any charges for previous days parked in the Car Park.

CANCELLATION POLICY

If cancellation waiver is not purchased and it is outside of the withdrawal period;-

- Cancellations received with a minimum of 24 hours before the booked arrival will receive a refund less 25% of the parking fee paid.
- Cancellations received with less than 24 hours of the booked arrival will not be refundable.

Cancellations on the day of booking or after are not refundable.

If cancellation waiver is purchased.

- Cancellations can be made up to midnight the day before the booking is due to begin.
- Cancellations made within this period will receive a refund, excluding the cancellation waiver fee.

Please note that care must be taken when booking as amendments cannot be made and your booking would then be subject to the usual cancellation policy.

If you would like to cancel your booking and you have a MyQ-Park online account then this can be done online at www.q-park.co.uk. If you do not have a MyQ-Park online account then please visit <https://www.q-park.co.uk/en-gb/customer-service/>.

REFUNDS

If you feel you require a refund please visit <https://www.q-park.co.uk/en-gb/customer-service/> and follow the online instruction. Our team will then investigate the request and if necessary will be happy to provide a refund.

Please note that no refund will be provided where a cheaper price could have been paid at the car park. Our pre-booking products are not compatible with any other promotions or discounts including third party offers except when offered as a pre-booking promotion code. Refunds will only be considered where proof of payment is supplied with the request.

RIGHT OF WITHDRAWAL (Cooling-off period)

In the case of Online Reservations, the Consumer has the right to withdraw from the contract without stating reasons within 14 days from the day after the reservation was made.

To exercise the Right of withdrawal, the Consumer must inform Q-Park of his decision to withdraw from the contract by an unambiguous statement (e.g. in writing by post, website or e-mail).

The statement, in which the Consumer communicates his decision to withdraw from the contract, must have been sent to Q-Park before the withdrawal period has expired.

If the Consumer validly revokes the contract, he shall receive from Q-Park all payments made up to that point without delay and in any event not later than 14 days after Q-Park is informed of the Consumer's decision to revoke the contract. Q-Park shall repay the Consumer with the same means of payment with which the Consumer effected the original transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer shall not be charged for such repayment.

In the event that the reserved period falls within the Withdrawal Period, the Consumer shall expressly request Q-Park to fulfil the contract during the Withdrawal Period.

The Consumer waives his right of withdrawal as soon as Q-Park has fulfilled the agreement in full.

In the event of a valid invocation of the Right of Withdrawal, the Consumer must pay Q-Park an amount that is proportionate to the part of the reserved time period that has already elapsed at the moment of exercising the Right of Withdrawal, compared to the price for the total reserved time period.

PROHIBITED ACTIVITIES

No vehicle should be towed into the Car Park and no work or cleaning of the vehicle shall be done in the Car Park except by authorised servants or agents. No activity in connection with the selling, hiring or the disposal of the vehicle shall be carried out in the Car Park.

ALTERATION

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary.

COMMUNICATIONS

A complaint against the Company should be notified immediately providing all the relevant details. Your insurers and the Police should also be notified if appropriate. All communications should be directed to: Q-Park Limited, 72 Merrion Street, Leeds, West Yorkshire, LS2 8LW, Email: bookings@q-park.co.uk.

PURCHASE POLICY

Your online booking is processed by Q-Park Limited.

1. All purchases are subject to credit or debit card authorisation and billing address verification which may take place after initial confirmation has been given.
2. Occasionally, for reasons outside of the control of Q-Park Limited, bookings may be amended. Should this occur, we will endeavour to contact you either by phone and/or e-mail with the contact details you provided at the time of booking. You will be redirected to another Car Park or refunded the full amount paid at the time of your original booking via the method of payment you used to make that booking.
3. Please check your bookings before confirming payment, as mistakes cannot always be rectified.
4. We regret that bookings cannot be exchanged or refunded after purchase except when a cancellation request is made in accordance with the cancellation policy which is advertised within this document and on the frequently asked questions.
5. If a purchased booking is re-sold or transferred for profit or commercial gain by anyone other than the relevant Car Park owner it will become voidable and the holder may be refused entry to the Car Park. Q-Park Limited reserves the right to cancel any bookings advertised or published in any manner with the intent to resell for profit or commercial gain.
6. By consenting to these terms and conditions you explicitly agree to permit Q-Park Limited to contact you by email or telephone or both of these methods for the purpose of ensuring service delivery. You can withdraw this consent at any time by contacting Q-Park Limited support at bookings@q-park.co.uk. Please be advised that in the event you withdraw your consent to communicate it may no longer be possible to provide you with the service. Q-Park Limited will not sell, trade or otherwise disclose your personal data to any third party except where necessitated by act of law. Q-Park Limited are compliant with General Data Protection

Regulation (GDPR) guidelines.

PRIVACY POLICY

The use of the Q-Park website(s) and/or Q-Park software and any Q-Park services and products (collectively, the "Website") provided by Q-Park Limited are subject to the provisions of this Privacy Policy, including any amendments or updates hereto. If you do not agree to this Privacy Policy, please do not use the Website. Q-Park takes your privacy seriously. We gather certain types of information about our users and we want to help you understand the terms related to the collection and use of the information which we collect. Q-Park discloses the types of information we gather, how we use it, and what choices you have regarding the collection of such information in this Privacy Statement: www.qpark.co.uk/en-gb/privacy-statement