

## TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

**PLEASE READ CAREFULLY: THESE TERMS AND CONDITIONS CONTAIN EXCLUSION CLAUSES, IN PARTICULAR, THE BUYER'S ATTENTION IS DRAWN TO CONDITION 10. THE BUYER SHOULD BE AWARE THAT THE CONTRACT IS SUBJECT TO A MINIMUM PERIOD OF THE PRODUCT THAT IS PURCHASED (QUARTER OR ANNUAL) AND THAT IT WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD UNLESS CANCELLED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. THE BUYER'S ATTENTION IS ALSO IN PARTICULAR DRAWN TO CLAUSE 9.**

IF YOU ARE CONTRACTING AS A CONSUMER SECTIONS MARKED "**CONSUMER AND NON-CONSUMER**" AND "**CONSUMER**" APPLY.

IF YOU ARE CONTRACTING OTHER THAN AS A CONSUMER THE SECTIONS MARKED "**CONSUMER AND NON-CONSUMER**" AND "**NONCONSUMER**" APPLY.

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

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

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

"**Buyer**" means the person(s), firm or company who purchases the Services from the Owner 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 each Q-Park Car Park (as amended from time to time) a copy of which is set out at Appendix 1;

"**Contract**" means the contract made between the Owner and the Buyer for the supply and purchase of the Services formed in accordance with these Terms & Conditions;

"**Cooling Off Period**" has the meaning given to it in Condition 6.1;

"**Home Car Park**" means the primary car park that the product gives access;

"**Overrun Car Park(s)**" means the Q-Park Car Parks (including the Home Car Park when parking in the Home Car Park outside the times permitted for the Season Ticket);

"**Overrun Owner**" means the owner of the relevant Overrun Car Park as shown in the table at Appendix 2;

"**Overrun Service**" means the opportunity to park in the Overrun Car Park(s) in accordance with Condition 5;

"**Owner**" means the company which owns the Home Car Park as specified on [www.q-park.co.uk](http://www.q-park.co.uk) as updated and amended from time to time (current owners are shown on the table set out at Appendix 2);

"**Parking Period**" means a Annual, Quarter or a period of one calendar month as specified in the Season Ticket Application form or web form in each case following the Parking Period;

"**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](http://www.q-park.co.uk) as updated and amended from time to time (a current list of which is set out at Appendix 2);

"**Q-Park Email**" means: [sales@q-park.co.uk](mailto:sales@q-park.co.uk);

"**Q-Park Fax Number**" means 0870 442 0105;

"**Quarter**" means a period of 13 weeks from the start date that is written on the application form or on the web form.

"**Season Ticket**" means a season ticket issued by Q-Park in accordance with these 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 supplied by Q-Park and used by the Buyer to request the Services;

"**Services**" means the provision of season ticket parking and the opportunity to park in accordance with these Terms & Conditions;

"**Smart Upgrade**" means the provision of parking at non-Home car park location;

"**Terms & Conditions**" means these terms and conditions;

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

2.1 The Buyer acknowledges that Q-Park acts on behalf of the Owner as agent in relation to the Contract and that the rights and obligations of the Owner may be exercised and enforced by Q-Park on the Owner's behalf.

2.2 The Buyer must read and agree the Q-Park Terms and Conditions of purchase which can be obtained at [www.q-park.co.uk](http://www.q-park.co.uk) or by calling 0113 238 4264 (calls charged at local rate, charges when calling from a mobile may vary, check with the provider), or by writing to the Q-Park Address.

2.2a Completed Season Ticket Application form or web forms should be signed and sent to the Q-Park Address or by email to [sales@q-park.co.uk](mailto:sales@q-park.co.uk). Alternatively, the buyer can order online. Each application for Services by the Buyer, whether submitted by a Season Ticket Application form or web form or otherwise, shall be deemed to be an offer by the Buyer to purchase Services on these Terms & Conditions. The issuing of a Season Ticket Application form or web form by Q-Park or the Owner will not, under any circumstances constitute an offer by the Owner or Q-Park. No Season Ticket Application form or web form submitted by the Buyer shall be deemed to be accepted by the Owner until the Buyer is informed by Q-Park that the Season Ticket is ready for collection, at which point a contract shall be formed between the Buyer and the Owner. If the Buyer's offer is not accepted there will be no contract between the Owner and the Buyer.

2.3 By making an offer to the Owner 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 binding contracts.

2.4 The Buyer shall comply with the Car Park Terms of Use and where the Buyer is not a natural person, shall ensure that all Season Ticket Holders comply with the Car Park Terms of Use.

2.5 Any contract changes during the parking period will result in an administration charge being applied to your account of £35 plus VAT.

### CONSUMER

2.5 If the Owner accepts the Buyer's offer in accordance with Condition 2.2 the Contract will be governed by these Terms & Conditions.

## **NON-CONSUMER**

2.6 Subject to the Owner's acceptance of the Buyer's offer in accordance with Condition 2.2 the Contract is subject to these Terms & Conditions to the exclusion of all other terms and conditions (including 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).

2.7 Any variation to these Terms & Conditions shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Owner or Q-Park.

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

3.1 The Owner will provide the opportunity to park in the Home Car Park.

3.2 Payment for a Season Ticket does not guarantee the Buyer a parking space in the designated Q-Park Car Park for which the Season Ticket is valid. The Buyer does not have a designated car parking space.

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 of the Overrun Car Parks.

3.4 The Owner 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 in force from time to time are available on [www.q-park.co.uk](http://www.q-park.co.uk) and are available on request by writing to the Q-Park Address. The price of the Services may change from time to time. 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 over the phone.

4.2 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.

4.3 Despite 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, the Owner will charge the lower amount. If the correct price is higher than the price specified, Q-Park will normally, at its absolute discretion, either contact the Buyer for instructions before the Season Ticket is issued, or reject the Buyer's offer and notify the Buyer of such rejection. The Owner is under no obligation to provide the Services to the Buyer at the incorrect (lower) price, even if the Season Ticket is issued, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as miss-pricing.

4.4 The Owner reserves the right to increase the price of the Services at any time. Any price increase will be notified to the Buyer in writing and will take effect from the next Parking Period and, if the Buyer does not wish to pay the increased price for the Services, it may cancel the Contract in accordance with Condition 9.2.

## **5. OVERRUN SERVICE CAR PARKING CONSUMER AND NON-CONSUMER**

5.1 An Overrun Service operates at the Home Car Park. For other Q-Park Car Parks, Q-Park may provide the Buyer with the Overrun Service in the future. Should such Overrun Service become available Q-Park will notify the Buyer and the Overrun Service will be subject to clauses 5.2 and 5.3. For the avoidance of doubt, if the Overrun Service is not being provided and the Buyer parks in a Q-Park Car Park outside the times and location permitted by the Season Ticket the daily tariffs at such Q-Park Car Parks shall apply and the Buyer should make payment on exit.

5.2 Where the Overrun Service is provided each time a Q-Park Car Park is accessed using a Season Ticket outside the times and locations permitted for the Season Ticket, a contract, incorporating the Car Park Terms of Use will arise between the Buyer and the relevant Overrun Owner and the Buyer shall be obliged to pay for this use in accordance with Condition 5.3.

5.3 Where the Overrun Service is provided each time a Q-Park Car Park is accessed using a Season Ticket outside the times and locations permitted for the Season Ticket, a record is automatically kept of the this and is charged in addition to the sum paid for the Season Ticket at the daily tariffs applicable at the relevant Overrun Car Park. An invoice will be generated for the Overrun Service monthly in arrears in respect of the immediate preceding month. The Buyer shall pay such invoices within 30 Business Days of the date on the invoice.

## **6. SEVEN DAY CANCELLATION CONSUMER**

If the Buyer sends the Season Ticket Application form or web form for the Services to Q-Park by post, by fax or by email, the Buyer may cancel the Contract within

seven working days, beginning on the day after the day the Buyer is informed by Q-Park that the Season Ticket is ready for collection (the "**Cooling Off Period**"). The Buyer can cancel the Contract in the Cooling Off Period by writing to Q-Park Limited, 72 Merrion Street, Leeds, LS2 8LW, by fax to 0870 442 0105, or by email to [sales@q-park.co.uk](mailto:sales@q-park.co.uk). If the Buyer cancels the Contract during the Cooling Off Period, the Buyer will receive a full refund of the price paid for the Services. Q-Park will process the refund of the price of the Services due to the Buyer as soon as possible and, in any case, within 30 days of the day the Buyer cancelled the Contract. After the Cooling Off Period the Buyer may only cancel the Contract in accordance with Condition 9.6 or by giving notice under Condition 9.2. **IF THE BUYER USES THE SEASON TICKET DURING THE COOLING OFF PERIOD THE BUYER AGREES THAT IT DOES NOT HAVE THE RIGHT TO CANCEL THE CONTRACT UNDER THIS CONDITION AS THE SERVICE IS BEING PROVIDED STRAIGHT AWAY.**

## **7. PAYMENT CONSUMER AND NON-CONSUMER**

7.1 All payments due should be made to Q-Park Limited.

7.2 No payments shall be deemed to have been received until Q-Park has received payment in cleared funds.

7.3 The Parking Period will commence on the date Q-Park informs the Buyer that the Season Ticket is ready for collection which will always be after payment has been received by Q-Park for the Parking Period. For successive Parking Periods payment is required prior to the commencement of the next Parking Period.

7.4 If payment is not received prior to the commencement of a Parking Period the Owner reserves the right to block the Season Ticket for entry to the relevant Q-Park Car Park(s) and shall have the right to cancel the Contract in accordance with Condition 9.6(a). If the Buyer incurs parking charges during the period when the Season Ticket has not been issued or is blocked in accordance with this Condition, 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.

7.5 If the Buyer fails to pay Q-Park any sum due pursuant to this Condition 5 and/or 7 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 2% 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

7.6 All payments payable to Q-Park under the Contract shall become due immediately upon termination of the Contract by the Buyer for whatever reason despite any other provision in the Contract.

7.7 The Buyer shall make all payments due under the Contract without any deduction whether by way of set off, counterclaims, discount, abatement or otherwise.

## 8. SEASON TICKET CONSUMER AND NON-CONSUMER

8.1 Once the first payment for the Services, in respect of the Parking Period, has been received pursuant to Condition 7 Q-Park may post the Season Ticket to the Buyer or if Q-Park has notified the Buyer that the Season Ticket is ready for collection the Buyer may collect the Season Ticket from the Home Car Park.

8.2 Upon receipt of the Season Ticket the Buyer will be responsible for that Season Ticket in relation to any loss or damage of that Season Ticket or use of that Season Ticket in breach of these Terms & Conditions and/or the Car Park Terms of Use.

8.3 The Season Ticket remains the property of the Owner at all times.

8.4 Entrance to the Home Car Park and/or any Overrun Car Park (as applicable) without the Season Ticket, except in the case where Condition 8.7 applies, means that normal daily tariffs at the relevant Q-Park Car Park will apply and no refunds will be given.

8.5 Payment for a Season Ticket does not guarantee the Buyer a parking space in the Home Car Park and/or any Overrun Car Park (as applicable) for which the Season Ticket is valid.

8.6 In the event of loss or damage to the Season Ticket due to the fault of the Buyer the Buyer will be charged £25.00 for a replacement Season Ticket.

8.7 In the event of loss or damage to the Season Ticket or if the Season Ticket does not work, in each case due to the fault of the Owner, the Buyer will be provided with another Season Ticket free of charge. If the Buyer has had to pay upfront for parking in the Home Car Park a refund will be provided upon production of valid receipts.

## CONSUMER

8.8 Season Tickets may only be used by the Buyer and are not transferable.

## NON-CONSUMER

8.9 A Season Ticket may not be assigned, transferred charged or dealt with in any way by the Buyer and may only be used by the relevant Season Ticket Holders. The Buyer is required to keep an up to date list of the names of the Season Ticket Holders and the number of the Season Ticket allocated to each of the Season Ticket Holders and shall provide this to Q-Park on request.

## 9. TERM AND TERMINATION CONSUMER AND NON-CONSUMER

9.1 The Contract will, after the expiry of the Parking Period, automatically continue for successive Parking Periods unless terminated in accordance with this Condition 9.

**9.2 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 CANCELLED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. THE BUYER WILL RECEIVE THE INVOICE FOR THE NEXT PARKING PERIOD AROUND 30 DAYS BEFORE THE CURRENT PARKING PERIOD EXPIRES. IF THE BUYER DOES NOT WANT THE SERVICES TO CONTINUE BEYOND THE PARKING PERIOD OR ANY PARKING PERIOD (AS APPLICABLE), THE BUYER SHOULD CANCEL THE CONTRACT IN ACCORDANCE WITH THIS CONDITION**

9.2. The Buyer may cancel the Contract by giving Q-Park at least one full month's notice in writing before the end of the Parking Period confirming that it wants to cancel the Contract. The Buyer should retain proof of cancelling the contract in accordance with this condition. In the case of cancellation in accordance with this Condition, the Contract will end on the expiry of the Parking Period to which the cancellation notice relates and no refund will be given.

9.3 The Owner may cancel the Contract prior to the end of the Parking Period for serious reasons (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 cancel the Contract. In the case of cancellation in accordance with this Condition, the Contract will end 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 (counted from date on which the Contract ends).

9.4 Written notice of cancellation must be sent, in the case where the Buyer cancels to the Q-Park Address for the attention of the Contract Sales Department and in the case where Q-Park cancels to the address provided by the Buyer in the Season Ticket Application form or web form.

9.5 When the Contract ends for any reason, the Buyer must return the Season Ticket to Q-Park at the Home Car Park or to the Q-Park Address on or immediately after the date the Contract ends.

9.6 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 within 60 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 the provisions of the Contract;
- (d) the other party persistently or materially breaches the Car Park Terms of Use;
- (e) 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.

9.7 If the Contract is cancelled by the Owner in accordance with Condition 9.6 the Buyer shall not be entitled to a refund. If the Contract is cancelled by the Buyer in accordance with Condition 9.6 the Buyer shall be entitled to a pro-rata refund.

## **10. LIMITATION OF LIABILITY THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

### **CONSUMER**

10.1 The Owner will provide the Services to the Buyer with reasonable care and skill.

10.2 If the Buyer is contracting as a consumer, the Owner does not accept responsibility for business losses.

10.3 The Owner accepts liability in respect of death and personal injury to the extent that it is caused by the Owner's negligence.

10.4 The Owner's liability in respect of any loss or theft or damage to a Season Ticket Holder's vehicle and any other loss or damage not covered by clause 10.3 but arising out of or in connection with this Contract whether caused by the Owner's negligence, breach of contract, breach of statutory duty or otherwise is limited to £200 in aggregate.

10.5 The Owner does not exclude or limit in any way its liability, for death or personal injury caused by its negligence, under section 2(3) of the Consumer Protection Act 1987, or for fraud or fraudulent misrepresentation or for any matter for which it would be illegal for the Owner to exclude, or attempt to exclude and your statutory rights as a consumer are not affected.

### **NON-CONSUMER**

10.6 The Owner will provide the Services to the Buyer with reasonable care and skill.

10.7 Subject to Condition 10.9, 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.

10.8 Except as expressly stated in Condition 10.9:

(a) the Owner's liability, whether under the Contract or any collateral contract, for loss of or damage to the Buyer's tangible property caused by the negligence of the Owner, its officers, employees, contractors or agents, shall not exceed £200;

(b) the Owner shall have no liability for any losses or damages which may be suffered by the Buyer (or any person claiming under or through the Buyer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever arising, which fall within any of the following categories:

(i) loss of profits;

(ii) loss of anticipated savings;

(iii) loss of business opportunity or contracts;

(iv) loss of goodwill;

(v) loss of production;

provided that this Condition 10.8(b) shall not prevent claims for loss of or damage to the Buyer's tangible property that fall within the Terms of Condition 10.8(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (v) inclusive of this clause 10.8(b);

(c) the Owner shall have no liability for any indirect loss whether arising in contract tort (including negligence) or otherwise howsoever arising; and

(d) save as set out in Conditions 10.8(a) the total liability of the Owner, whether in contract, tort (including negligence) or otherwise howsoever arising and whether in connection with the Contract or any collateral contract shall in no circumstances exceed a sum equal to £200.

10.9 The exclusions in the Contract shall apply to the fullest extent permissible at law, but the Owner does not exclude liability for death or personal injury caused by the negligence of the Owner, 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.

## **11. ASSIGNMENT CONSUMER**

11.1 The Buyer shall not be entitled to transfer the Contract or any part of it unless it has Q-Parks/the Owner's express written consent (such consent not to be unreasonably withheld). The Owner may transfer the Contract if it needs to for a business reason as long as the Buyer will not be disadvantaged by such a transfer.

### **NON-CONSUMER**

11.2 The Owner may assign, transfer, charge or deal with the Contract or any part of it. The Buyer may not assign transfer, charge or deal with the contract or any part of it.

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

12.1 Neither party shall be in breach of the Contract, nor responsible 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, national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not in relation to either party's workforce) 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, after which, either party shall be entitled to give notice in writing to terminate the Contract.

## **13. COMMUNICATIONS CONSUMER AND NON-CONSUMER**

13.1 All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post, or by fax transmission:

(a) in case of communication to Q-Park or the Owner to the Q-Park Address, or Q-Park Fax Number or such other 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 of the Buyer, if it is a company, or to any address of the Buyer set out in the Season Ticket Application form or web form or such other address as shall be notified to Q-Park by the Buyer in accordance with this Condition.

13.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 Business Days after posting (excluding of the day of posting);

(b) 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;

(c) if sent by fax transmission on a Business Day prior to 4.00 pm, at the time successful transmission notification is produced and otherwise on the next Business Day.

#### **14. DATA PROTECTION CONSUMER AND NON-CONSUMER**

14.1 Any information provided by the Buyer to the Owner and/or the Overrun Owners (as applicable) will be used solely for the purpose of the provision of the Services by Q-Park, the Owner and the Overrun Owners (as applicable) and will be used and stored in accordance with the provisions of the General Data Protection Regulation and the Data Protection Act 1998 and all other relevant legislation.

14.2 If the Buyer is a natural person he/she will have the right to request details of what data Q-Park, the Owner and the Overrun Owners (as applicable) holds about him/her. Any requests should be made in writing to the Data Administrator at the Q-Park Address and should include details of the request, full name, contact details and telephone number.

14.3 Q-Park will not share any of your personal data with any third party source. Q-Park will contact you regarding your account or about parking related subjects.

#### **15. COMPLAINTS CONSUMER AND NON-CONSUMER**

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

#### **16. GENERAL CONSUMER AND NON-CONSUMER**

16.1 Each right or remedy of the parties under the Contract shall not affect any other right or remedy of the parties whether under the Contract or not.

16.2 If any provision of the Contract is found by any court, tribunal or administrative body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, enforceability or unreasonableness, not be a part of the Contract and the remaining provisions shall continue in full force and effect.

16.3 The Buyer shall only use the Services for lawful purposes and in accordance with all applicable laws.

16.4 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 save as set out in the Contract. The obligations of the Buyer set out in the Contract are owed to and for the benefit of the Owner and the Overrun Owners each of which shall have the right to enforce such obligations of the Contract. The parties do not need the consent of the Overrun Owners or any other person to terminate or rescind the Contract or agree any variation, waiver or settlement of the Contract.

16.5 If there is an inconsistency or conflict between any of the provisions of the Terms & Conditions and the Car Park Terms of Use, the provisions of the Terms & Conditions shall prevail to the extent of the inconsistency or conflict only.

#### **CONSUMER**

16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts as far as possible. In some circumstances the laws where the Buyer is domiciled may apply and the courts where the Buyer is domiciled may have jurisdiction.

16.7 Failure or delay by a party in enforcing or partially enforcing its rights under the Contract will not be construed as a waiver of any of its rights under the Contract.

16.8 Any waiver by a party of any breach of, or any default under, any part of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract unless it is expressly confirmed in writing by the party waiving its rights.

#### **NON-CONSUMER**

16.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

16.10 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and, subject to Condition 10.7, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

16.11 Failure or delay by the Owner in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.12 Any waiver by the Owner of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract unless it is expressly confirmed in writing by the Owner.

#### **DIRECT DEBIT**

16.2 The availability of the Direct Debit payment service is at the Owners discretion.

16.3 The Owner may have Direct Debit set up as a condition of sale for certain parking products indicated by the Owner.

16.4 The Owner must make the Buyer aware of this condition during the enquiry process.

16.5 In order to take up the offer of Direct Debit payments the Buyer must complete the paper authorisation forms and the parking contract will not commence until the initial payment is completed.

16.6 The Direct Debit payment cannot be used to clear outstanding debts and can only be used for future parking payments.

16.7 The timing of the Direct Debit payment shall be clearly communicated by the Owner and set out in advance of the first payment.

16.8 The Buyer is responsible for ensuring that the account has sufficient funds, the details are correct and up to date and promises to continue the direct debit payment until such a time that the payment is deemed not required by both parties.

16.9 In the event of a Direct Debit payment failing due to insufficient funds, inaccurate account details or cancellation the Owner will charge an administration fee of £20.

#### **SMART UPGRADE**

17.0 The Buyer can be given the option to receive a Smart Upgrade which allows access to participating non-home car parks

17.1 The Buyer will be liable for all parking costs when parking in a non-home car park location via the Smart functionality at the tariff price minus a 15% discount.

17.2 Parking facility tariff prices can be changed from time to time and are available on [www.q-park.co.uk](http://www.q-park.co.uk). The price of the Services may change from time to time.

17.3 An invoice will be generated for the Parking Service associated with the Smart Upgrade at the end of each 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.

17.4 If the Buyer fails to pay Q-Park any sum due 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 2% above the base lending rate of NatWest Bank plc, accruing on a daily basis until payment is made, whether before or after judgment.

17.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set off, counterclaims, discount, abatement or otherwise.

17.6 Entrance to any Q-Park Car Park without the access card means that normal daily tariffs at the relevant Q-Park Car Park will apply and require payment prior to exit.

17.7 The Smart Upgrade does not guarantee the Buyer a parking space in any valid car park

17.8 The Owner and the Buyer can stop the Smart Upgrade functionality giving 14 days written notice. In the avoidance of doubt, this does not impact on the contract of the Season Ticket to the home car park.

February 2021

## 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:

- 2.1.1. immediately to inform a member of staff to the occurrence;
- 2.1.2. in the case of theft, report it to the Police and make a note of the reference number;
- 2.1.3. notify your insurers promptly.

2.2. If you consider that you have a claim against the Company 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, 72 Merrion Street, Leeds LS2 8LW.

2.3. Before submitting a complaint to the Company, 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:

- 3.1.1. your vehicle is securely locked;
- 3.1.2. all the windows of your vehicle are securely closed;
- 3.1.3. 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:
  - 6.2.1. please drive carefully in the Q-Park Car Park and obey the directional signs and speed limit;
  - 6.2.2. after you have parked your vehicle please proceed to the nearest exit. All exits are signposted;
  - 6.2.3. do not wander about the Q-Park Car Park;
  - 6.2.4. keep a careful eye on people in your care;
  - 6.2.5. 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 the Company 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. The Company' shall mean the Legal Owner as identified in Appendix 2 of the Terms & Conditions depending on which Q-Park Car Park the customer is parked in.

13.2. '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**

14.1. No person has authority to vary or alter these Car Park Terms of Use unless such variation is in writing signed by a duly authorised signatory of the company.