

TERMS AND CONDITIONS OF PARKING

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY ARE PROMINENTLY DISPLAYED AT THE ENTRANCES, OUTSIDE OUR OFFICE HERE AT WILLEN LAKE, ON OUR WEBSITE AT www.whitecap.co.uk AND ALSO AVAILABLE (UPON THE SUPPLY OF A STAMP ADDRESSED ENVELOPE) BY POST.

1. DEFINITIONS.

- (a) In these Terms and Conditions “us” and “our” means Whitecap Leisure Limited [‘Whitecap’], Willen Lake, V10 Brickhill Street, Milton Keynes, MK15 0DS and
- (b) “vehicle” means the vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equivalent and accessories.

2. AGENCY.

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

3. OUR LIABILITIES.

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we are only liable as set out in (a), (b), (c) below and have no liability to you.

- (a) We are liable for any death or personal injury arising from our negligence and the negligence of our servants or agents. Nothing in these Terms and Conditions shall exclude liability.
- (b) We are liable for the loss of or damage to or theft from arising out of our negligence and the negligence or dishonesty of our servants or agents.
- (c) Except as set out in condition 3(a), we shall only be liable for losses which were:
 - I. reasonably foreseeable at the time of entering the contract with you on the basis of these Terms and Conditions; or
 - II. incurred as a result of our negligence or the negligence of our servants or agents;
 - III. incurred as a result of our failure to comply with these Terms and Conditions.

Please note that although we have the above responsibility to you, you should bear in mind that public car parks are open to everyone. We cannot guarantee that people will not enter the Car Park and cause damage to property or engage in criminal behavior. Accordingly, you park in our Car Park at your own risk. We do not guarantee the security of your vehicle and/or its contents.

4. POSSESSIONS.

- (a) Whenever possible you and your passengers must take your possessions with you when you leave your vehicle.
- (b) If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or an equivalent secure, out-of-sight storage area within your vehicle.

5. COURTESY TO OTHER CUSTOMERS.

If you damage another customer’s vehicle you should report the matter to us, giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details relevant to the incident.

6. TICKETS.

- (a) You must purchase a ticket from one of the ticket machines within the Car Park before leaving your vehicle and ensure that the ticket is clearly displayed in the windscreen of the vehicle; or
- (b) You must clearly display in the windscreen of the vehicle a Parking Permit valid for the Car Park and comply with the Parking Permit’s Terms and Conditions. These are set out at clause 9 below.
- (c) Upon payment, the ticket machines will dispense both a ticket for display and a receipt. A car which displays a receipt only (without a ticket) shall be deemed to be parked improperly and be liable to a Fixed Charge Notice.
- (d) A ticket from one of the ticket machines may only be used in conjunction with a single vehicle and may not be transferred to a further vehicle. A parked vehicle displaying a ticket which has previously been displayed in another vehicle is liable to a Fixed Charge Notice.
- (e) To be ‘clearly displayed in the windscreen of the vehicle’ for the purposes of clauses 6(a) and (b) above, the ticket must be clearly evident to anyone standing next to the vehicle’s wind screen. If, for whatever reason, a ticket is not so evident, the vehicle shall be deemed not to be displaying a valid ticket, and a Fixed Charge Notice will apply.
- (f) You must purchase and display a ticket if you and/or your passenger(s) intend to wait with the area of the Car Park in your vehicle for 5 minutes or more.

7. PARKING CONTRAVENTIONS.

- (a) It is important to the effective management of the Car Park:
 - i. That you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed),
 - ii. That you comply with the requirements set out at paragraph 6 above and that the vehicle for which you are responsible does not remain in the Car Park for longer than the duration allocated and paid for;
 - iii. That you do not obstruct any entrances, exits or any other vehicles; and
 - iv. You comply with all of the signs within the Car Park.
- (b) If you do not comply with these requirements then we may charge you a Fixed Charge Notice of £80.
- (c) The Fixed Charge Notice of £80 represents liquidated and ascertained damages. We are entitled to this sum because we will incur a loss as your actions will prevent the efficient management of the Car Park. The amount of the Fixed Charge Notice represents a genuine pre-estimate of the additional expense incurred by us as a result of your incorrect parking.
- (d) If you incur a Fixed Charge Notice, a Notice will be given to you or attached to your vehicle. If payment is received within 14 days of the Fixed Charge Notice being issued, the amount of the charge will be reduced in accordance with the provisions of the Notice.
- (e) Payment may be made by one of the methods detailed in the ‘How to Pay’ section of the Fixed Charge Notice. Please quote your vehicle registration number and Fixed Charge Notice number when making payment.
- (f) Failure to pay the Fixed Charge Notice within 21 days of it being issued will result in legal action being taken against you for breach of contract, and may result in court proceedings.
- (g) We or our agent may request and obtain your (or the vehicle owner’s) personal details from the DVLA should you fail to make payment within 21 days. We will use your personal details only for the purpose of taking steps to recover payment of the Fixed Charge Notice.

- (h) If you believe that a Fixed Charge Notice has been improperly issued, you may appeal within 7 days. Full details of the appeal process appear on the Fixed Charge Notice.

8. REPEAT BREACHES.

- (a) If you do not park in accordance with the terms of clauses 6 and 7 you will become liable to pay a Fixed Charge Notice of £80. If you subsequently move your vehicle within the Car Park and again fail to park in accordance with the terms of clauses 6 and 7, you will become liable to pay a further Fixed Charge Notice of £80. There is no limit to the number of Fixed Charge Notices for different breaches of these Terms and Conditions which can be issued to you within a 24 hour period.
- (b) If a vehicle is neither moved nor parked in accordance with clauses 6 and 7 once a Fixed Charge Notice has been issued, you will be liable for a further Fixed Charge Notice every 24 hours. There is no limit to the number of Fixed Charge Notices which can be issued in respect of any particular vehicle.

9. PERMITS

- (a) These Terms and Conditions of Parking shall apply to Parking Permit holders as well as to pay-and-display customers.
- (b) A Permit enables one vehicle to park in the designated car parks.
- (c) A Permit is issued in respect of a single specific vehicle, the registration details of which must be provided at the time of application. That permit may only be used in conjunction with that vehicle. We will consider, at our sole discretion, making exceptions to this clause at the time of the permit application. Any exceptions will only be valid if evidenced in writing from us.
- (d) The Permit must be displayed on the inside of the windscreen on the vehicle. If the Permit is not displayed, the customer must pay the normal daily parking tariffs and at all times park in accordance with the Terms and Conditions of Parking of Willen Lake. Clause 6 above shall apply.
- (e) There is no contractual right to renewal of a Permit (as per clause 9(i) below). If we offer renewal of a Permit, a proforma invoice will be issued approximately four weeks prior to the expiry date on the permit. If the customer wishes to renew the Permit, payment in full must be received and enough time allowed for re-issue.
- (f) If a Permit is lost or stolen, a replacement may be obtained. A replacement fee at the full retail price will be made. The full retail price will be advertised on our website at www.whitecap.co.uk.
- (g) Each Permit has a unique serial number and once cancelled it will become invalid.
- (h) A Permit does not guarantee that a parking space is available at Willen Lake; all parking is on a first-come basis.
- (i) Permits can be used 7 days a week 365 days of the year. We reserve the right to close areas of the car parks and offer alternative parking areas.
- (j) We reserve the right not to renew the Permit at our discretion. We reserve the right to terminate the Permit at any time and in the case of such termination, we will refund the full pro-rata amount for the unused period.
- (k) If the user of a Permit commits a breach the Terms and Conditions of Parking, we reserve the right to terminate the Permit. In such circumstances, no refunds will be given. We may also terminate a Permit for improper use. Examples of improper use are duplication by photocopying/scanning or forgery. In such cases we will notify the police and a criminal prosecution may follow.
- (l) It is the Permit holder's responsibility to ensure that the Permit is kept in good condition for the whole validity period. Should a Permit be damaged or become illegible, we may at our own discretion offer a replacement and only if the damaged Permit is exchanged for the new Permit. An administration charge will be made. This will be advertised on our website at www.whitecap.co.uk.
- (m) Should a breach of any of these Terms and Conditions occur, the vehicle involved may be issued with an £80.00 Fixed Charge Notice.

10. ACCESS, RE-LOCATION AND CLAMPING OF VEHICLES.

We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever and may remove from the Car Park or move within the Car Park any vehicle by whatever method we consider reasonable.

11. NAPIER PARKING.

- (a) We are entitled to and have appointed Napier Parking Limited, PO Box 263, Alton, GU34 9EU to manage our Car Park.
- (b) We have assigned all of our rights in respect of our Car Park to Napier Parking Limited ['Napier']. This means that if you fail to pay any Fixed Charge Notice which is issued to you, Napier shall be entitled to take you to court and to sue you as the claimant.

12. TARRIFF.

The parking fees payable by you (as varied from time to time) shall be displayed on the ticket dispensing machines within the Car Park.

13. VARIATION OF TERMS AND CONDITIONS.

These Terms and Conditions shall not be varied except in writing by our Company Director. Nothing said or done by any of our employees is capable of varying these Terms and Conditions.

14. GENERAL.

Each of these Terms and Conditions shall be construed separately, applying and surviving even if for any reason provisions are held inapplicable or unenforceable in any circumstances.