

Car park Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car park.

1. Definitions

When the following words are used in these Terms and Conditions (the “**Terms**”), this is what they will mean:

- 1.1 “**us**”, “**we**” and “**our**” means Bishops Waltham Parish Council at Parish Council Office, The Jubilee Hall, Little Shore Lane, Bishops Waltham, Southampton, SO32 1ED;
- 1.3 “**Car Park**” means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;
- 1.4 “**vehicle**” means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories; and
- 1.5 “**VRM**” means Vehicle Registration Mark.

2. Our liability to you

- 2.1 We must operate the Car Park with reasonable skill and care (“**our obligations**”). If we do not, we are only responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.
- 2.2 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- 2.3 Although we owe you the obligations set out at clause 2.1 above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity. Accordingly, you park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

3. Tariff

- 3.1 The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms.

4. Claims and complaints

4.1 If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:

- a) immediately inform either a member of staff at the Car Park or otherwise notify us on:

Telephone: 01489 892323

Email: parishclerk@bishopsaltham-pc.gov.uk

- b) in the case of theft, immediately inform the police; and
- c) notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to the Executive Officer at Parish Council Office, The Jubilee Hall, Little Shore Lane, Bishops Waltham, Southampton, SO32 1ED. In the case of a claim, full details should be provided to us as soon as possible.

4.3 Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

5. Parking Contraventions

5.1 It is important for the effective management of the Car Park that:

- a) you comply with all signs in the Car Park, including these Terms and the tariff board;
- b) you park within the limits of a marked bay;
- c) you do not park within a bay designated for a specific purpose when you are not entitled to do so (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, and/or parking in a space for season ticket holders without a valid season ticket); and
- d) you pay all amounts due for your parking and comply with the requirements set out at clause 9 (Ticket Types and Payment Methods) of these Terms.

5.2 If the Car Park and/or the equipment in the Car Park is damaged by you, your vehicle, its contents or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

6. Security of your vehicle

- 6.1 Unless asked by a member of our staff not to do so in the case of emergency, please ensure that your vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.
- 6.2 We may install additional CCTV cameras in the Car Park at our discretion to assist in its proper running. We acknowledge that the cameras may act as a deterrent to criminal activity, but do not make any representation as to the coverage provided or guarantee of the security of your vehicle if additional CCTV is installed in the Car Park.
- 6.3 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details via CCTV for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge.

7. Possessions

- 7.1 Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle.

8. Safety in the Car Park

- 8.1 For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle. After you have parked your vehicle, you must proceed immediately to the nearest exit, following the recommended route (if any).

9. Ticket Types and Payment Methods

- 9.1 You must, depending on the payment methods available and in operation at the Car Park pay the parking tariff using the available "Pay & Display" ticket machines with either cash or a credit/debit card and ensure that the parking ticket is clearly displayed in the windscreen of your vehicle, unless you:
 - (a) are a Season Ticket Holder, in which case you must comply with the Season Ticket terms and conditions (available by contacting the Parish Council at the details under clause 4.1 above) and clearly display the Season Ticket in the windscreen of your vehicle when parking in a Season Ticket Holder parking bay; or,
 - (b) are a disabled person with a Blue Badge, in which case you must clearly display the Blue Badge in the windscreen of your vehicle when parking in a disabled parking bay.
- 9.2 We reserve the right to use other payment methods from time to time in our Car Park and you should check all signs and notices in the Car Park for further information about the payment methods available in the Car Park.

- 9.3 The parking ticket or season ticket issued to you is only valid for the vehicle in respect of which it is issued. A parking ticket does not entitle you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. If you decide not to park or are unable to find a space, you should exit the Car Park in your vehicle immediately to prevent any parking tariff charges from arising.
- 9.4 Failure to comply with the payment requirements set out in this clause 9, as applicable, will result in a Parking Charge Notice being issued in accordance with clause 5 (Parking Contraventions) of these Terms.

10 Refusal of access of vehicles

- 10.1 We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

11 Prohibited activities

- 11.1 You must not tow any vehicle into the Car Park except as part of the services offered at the Car Park by persons authorised by us and no work on and no cleaning of vehicles by you or your agent, other than with our prior specific permission, is permitted in the Car Park. In the event of vehicle breakdown you must contact the Car Park attendant to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.
- 11.2 No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.
- 11.3 You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.
- 11.4 You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the Car Park.
- 11.5 Anti-social behaviour will not be accepted in our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Car parks are designed for the sole purpose of parking vehicles. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.
- 11.6 You should not take photos or carry out any filming within the Car Park without our written consent.

12 Variation of the Terms and Conditions

- 12.1 These Terms cannot be varied except in writing by decision of a full Bishops Waltham Parish Council meeting. Nothing said or done by any of our employees is capable of varying these Terms.

13 General

13.1 Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If you have any queries relating to these Terms, please contact Bishops Waltham Parish Council at parishclerk@bishopswaltham-pc.gov.uk