

## SUNNY CORNER PARKING LIMITED

### Car Park General Terms and Conditions

Please read these terms and conditions carefully. They relate to your use of our car park whether with a long term pass or a day ticket, and they are also available from the main Estate office and our website.

#### 1. Definitions

In these terms and conditions:

- a. "us" "we" and "our" means Sunny Corner Parking Limited whose registered office is at Langdowns DFK, Chartered accountants, Fleming Court, Leigh Road, Eastleigh, Hampshire, SO50 9PD; and
- b. "vehicle" means any vehicle which enters into the Car park and includes any mechanical device on wheels or tracks, its equipment and accessories.
- c. "Long term pass" means any pass, permit, voucher, ticket that is issued to control parking other than daily tickets.

#### 2. General terms and conditions

- a. Neither a long term pass nor a day ticket entitles you to any particular position or space in the car park or to any priority over other customers.
- b. We give no warranty in respect of the condition of the car park and its facilities.
- c. No tents may be erected for the purpose of overnight stays.
- d. Trailers for commercial purposes, caravans and horseboxes are not permitted in the car park.
- e. We may withdraw or cancel a long term pass or day ticket without notice.
- f. We reserve the right to stop and search any vehicle.
- g. Inappropriate, inconsiderate or threatening behaviour or abusive language will not be tolerated. Without any refund, individuals so doing will be removed from the car park.
- h. We reserve the right to remove any vehicle or individual from the car park if any of these terms and conditions.

#### 3. Long term passes

- a. The rate for a long term pass is variable as is the date of any renewal. Applicable rates will be available on our website ([www.SunnyCornerParking.co.uk](http://www.SunnyCornerParking.co.uk)) and at the Car Park Hut.
- b. Subject to the full rate being paid in advance, a long term pass is issued to you on the understanding that its use will be limited at any time to two pre-registered vehicles per long term pass.
- c. Only one vehicle per long term pass will be permitted access to our car park at any one time.
- d. In advance of any long term pass being issued, the registration number(s) of your vehicle(s) needs to be provided by you to the attendant or via email to [andy@sunnycornerparking.co.uk](mailto:andy@sunnycornerparking.co.uk).
- e. If you need to change the registration number of any registered vehicle you must inform the attendant or send an email to [andy@sunnycornerparking.co.uk](mailto:andy@sunnycornerparking.co.uk) in advance with 72 hours' notice of your intended change of vehicle registration to provide acceptable time to update our system.
- f. We reserve the right either to refuse entry for any vehicle which does not have a valid and current long term pass or to delay entry to allow us to make reasonable enquiries.

#### 4. Day tickets

- a. Subject to the full tariff (as varied from time to time) being paid by you, the day ticket issued to you by the attendant or via the pay and display machine or via emails is only valid for the vehicle in respect of which it is issued.
- b. This ticket is only valid for the day of issue and is not transferable to any other vehicle under any circumstances.
- c. This ticket does not entitle any re-entry to the car park, except under exceptional circumstances and only at the discretion of car park staff.
- d. To enter our car park in a vehicle, you must:
  - i. Purchase a valid parking ticket on entry and before leaving your vehicle and ensure that it is clearly displayed in the windscreen of the vehicle (for the avoidance of doubt, any sales/credit card receipts are not classed as a valid parking ticket and will not be accepted as evidence of payment);
  - ii. Comply with our car park's terms and conditions and which are also available from the car park attendant and our web site;
  - iii. Comply with any instructions on the tariff boards and signage on display in the car park and our website.
- e. The parking tariffs shall be as displayed on the tariff boards and signage at the car park and on our website.

#### 5. Liabilities

We are responsible for using reasonable skill and care in the operation of our car park and its facilities. However, that responsibility is limited to:

- a. We shall not be liable for any death or personal injury other than that which arises from our negligence or the negligence of our employees or agents.
- b. We shall not be liable for any loss or damage to any vehicle, its contents or possessions brought onto the car park however such loss or damage may arise, in any circumstances whatsoever.

Please note that our public car park is open to everyone. We cannot guarantee that people will not enter into the car park and cause damage to property or engage in criminal behaviour. Accordingly, you park in our car park at your own risk. We do not guarantee the security of your vehicle and/or its contents. Please be vigilant with your property at all times.

#### 6. Claims and complaints procedure

- a. If your vehicle sustains damage while in the car park or you lose any of your possessions from your vehicle while it is in the car park, you should:

- i. Immediately either inform the attendant at the car park or telephone 07771 571981;
  - ii. In the case of theft, immediately inform the police;
  - iii. Notify your insurers promptly.
- b. If you consider that you have a complaint, or claim against us you must write to us at Sunny Corner Parking Limited, Unit 5, Kenyons Yard, Weyhill Road, Andover, Hampshire, SP10 3NP within seventy two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting any claim we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility.

#### **7. Security of your vehicle**

- A. Unless requested by a member of our staff not to do so, please ensure that:
- i. Your vehicle is securely locked;
  - ii. All windows and the boot of your vehicle are securely closed;
  - iii. If your vehicle is fitted with a vehicle alarm, steering lock, or similar device, that it is engaged.

#### **8. Possessions**

- A. Wherever possible please 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 in an equivalent, secure, out-of-sight area within your vehicle.
- C. You are reminded that your motor insurance policy may not cover possessions in your vehicle. It may be possible to arrange separate insurance cover for such possessions and we encourage you to do so.

#### **9. Courtesy to other visitors**

If you damage another customer's vehicle you should report the matter to the attendant or by phoning 07771 571981 providing 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 that are relevant to the incident.

#### **10. Safety in the car park**

- A. Please drive carefully in our car park and obey all directional, speed and other signs.
- b. Please supervise your children and pets which must be kept under your control at all times in the car park.

#### **11. Parking contraventions**

- A. It is important to the effective management of the car park that you comply with our terms and conditions and that you park your vehicle with consideration for and without obstruction to other car park users.
- B. Bays designated for the disabled are only to be used by those entitled to do so by displaying an appropriate disability Blue Badge.
- C. You must comply with all signs and speed restrictions in the car park.
- D. If you are not an long term pass holder, you must display a valid and current day ticket.
- E. If you do not comply with these requirements (in A to D above) then we may issue you with a Parking Contravention Charge Notice. Specific details and terms as to the sum of the Parking Contravention Charge Notice are available from the main office. We issue such notices because we will incur legal or court fees or a loss as a result of your actions preventing the efficient management of the car park. The amount of the Parking Contravention Charge represents a genuine pre-estimate of any additional expenses incurred by us as a result of your actions or incorrect parking.
- F. Failure to pay the Parking Contravention Charge within twenty eight (28) days of the Parking Contravention Charge Notice being issued will result in us being entitled to take legal action against you for breach of contract, and may result in court proceedings.
- G. We may request and obtain your (or the vehicle owner's) personal details from the DVLA and will use your personal details only for the purpose of taking steps to issue legal proceedings or recover payment of the Parking Contravention Charge.
- H. The use of our car park may be regulated by traffic orders or byelaws under which a penalty may be payable for failing to comply with these terms and conditions or the requirements of the relevant order or byelaw. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed in the car park.
- I. If any facility or equipment in the car park is damaged by you, your vehicle or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the full cost of that repair and associated administration costs from you.

#### **12. Access and re-location of vehicles**

- A. We reserve the right to refuse the admission of any vehicle to our car park for any reason whatsoever.
- B. We reserve the right to move vehicles within the car park, by driving or otherwise, using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to such extent as is reasonably necessary for the purposes of safety to persons or property, to avoid obstruction or for the more efficient arrangement of our parking facilities at the car park.
- C. We additionally reserve the right, where the car park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient car park within our control or otherwise as may be expedient.
- D. To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition, we reserve the right to drive or otherwise take your vehicle onto a public highway. In so doing we will take reasonable care of the vehicle.

#### **13. Prohibited activities**

- A. You must not tow any vehicle into or from the car park except as part of the services offered by persons authorised by us and no work on nor 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 attendant or phone 07771 571981 to ensure that your vehicle is removal or repair is organised without causing disruption, damage or danger to any other person or property in our car park.

B. No activity in connection with the selling, hiring or other disposal of vehicles or goods or services shall be carried out in the car park without our prior specific written permission.

**14. Variation of the terms and conditions**

These terms and conditions shall not be varied except in writing by us. Nothing said or done by any member of staff is be capable of varying these terms and conditions.

**15. General**

Each of these terms and conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances. Sunny Corner Car Park, its land and car park is private property, managed by Sunny Corner Parking Limited, Unit 5, Kenyons Yard Weyhill Road, Andover, Hampshire, SP10 3NP.

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