

KENDEN PARKING LLP - TERMS AND CONDITIONS

1. THE COMPANY'S LIABILITIES FOR LOSS OR DAMAGE TO PROPERTY

The Company its servants and agents do not accept liability in respect of any damage to, loss or theft from vehicles.

2. THE COMPANY'S LIABILITIES FOR DEATH OR PERSONAL INJURY

The Company its servants and agents do not accept liability in respect of the death of or personal injury sustained by customers and others in the car park.

3. SECURING YOUR VEHICLE

You must ensure that before you leave the car park:

- 3.1 Your vehicle is securely locked
- 3.2 That all of the windows of your vehicle are securely locked
- 3.3 That your brakes are applied as appropriate for parking mode
- 3.4 If your vehicle is fitted with a steering lock or similar device that it is engaged
- 3.5 That no person or animal is left within your vehicle
- 3.6 That possessions are placed in your locked boot and are not visible from the exterior of the vehicle

4. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

Should you damage another vehicle or any property architecture within the car park you must report the matter immediately to a member of the security staff, or as soon as practicably possible to the Company (details below), and give him/it the registration numbers of all the vehicles, your full name and address and the name and address of your vehicles insurance company together with your policy number. You may be required to make good to the reasonable satisfaction of the Company any damage caused to the car park or to pay to the Company on demand the cost incurred by the Company in making good such damage.

5. SAFETY IN THE CAR PARK

- 5.1 You must drive carefully in the car park
- 5.2 Children must not play in the car park and must not be left unaccompanied
- 5.3 You must be aware of vehicles in motion
- 5.4 You must comply with all directions and signs from time to time posted by the Company in the car park and all instructions or requests given or made from time to time by any duly authorised employees or Agent of the Company for regulating traffic and controlling the positioning of the vehicles within the car park
- 5.5 You must ensure that animals are kept secured on a lead when outside a vehicle

6. TICKETS

The ticket issued is valid only for the vehicle in respect of which it is issued. A ticket does not entitle the customer, unless otherwise specified, of any particular space in the car park or priority over other customers. All tickets are the property of the Company. Please ensure your ticket is displayed in the front windscreen of your vehicle whilst parked. If you fail to do so the Company and/or its Agents will rely on their rights to take whatever action it considers appropriate.

7. MOVING AND RELOCATION OF VEHICLES

- 7.1 The Company reserves the right to move the vehicle within the car park by driving or otherwise to such extent as the Company, its servants or agents may in their discretion think necessary to avoid obstruction at the car park.
- 7.2 The Company additionally reserves 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 or otherwise to remove any vehicle at any time to any location as the Company shall reasonably deem appropriate
- 7.3 To the extent that it may be necessary to do so in the exercise of rights conferred upon the Company under this condition 7, the Company, its servants or agents shall have the right to drive or otherwise take the vehicle on the roads or towed away
- 7.4 If requested to do so by the Company its servants or agents you must leave the ignitions boot doors and alarm keys to your vehicle with a person authorised by the Company to so hold such keys
- 7.5 The Company reserves the right to forcefully enter a vehicle in such a manner as it deems necessary without being liable for damage caused to facilitate the exercise of the right conferred in clause 7.2 and 7.3 hereof and to abate any nuisance caused by the vehicle

8. TARIFF

Parking fees, which the Company shall be entitled to levy, shall be displayed from time to time at the car park and can at the discretion of the Company be altered at any time

- 8.1 In the event of P&D machine failure, the Company reserves the right to collect the parking fees at the exit of the car park as vehicles exit
- 8.2 Customers who cannot produce a valid ticket on departure will be charged at the full daily tariff for each day thereof the vehicle is left in the car park
- 8.3 In the event multiple days are required, you must purchase consecutive daily tickets for the timescale required

9. SEASON PERMITS

- 9.1 All season permits are issued subject to these terms and conditions together with such additional terms and conditions which the Company and its agents shall from time to time apply
- 9.2 In the event of any inconsistency between these terms and conditions and any additional terms and conditions these terms and conditions shall prevail
- 9.3 The issue of a season permit does not guarantee the holder a parking space or any particular parking space or priority over other users of the car park

10. ENFORCEMENT

Where you park your vehicle in breach of these terms and conditions the Company or its agents may (in its/their absolute discretion) either :-

- 10.1 Apply a parking charge ticket. A parking charge ticket may be attached to your vehicle, handed to you or sent to the registered address of your vehicle. See further notices displayed in the car park for details
- 10.2 Remove your vehicle
- 10.3 Both or any of the enforcement actions may be applied in relation to any of the following:-
 - parking on a double yellow line
 - parking other than in a designated parking bay
 - being parked other than in a single designated parking bay
 - failing to display a valid ticket voucher or permit
 - failing to observe any vehicle size restrictions displayed at the car park
 - being otherwise in breach of these terms and conditions of parking

10.4 These terms and conditions are in addition to and without prejudice to any other legal rights and/or remedies of whatsoever nature that the Company may have against you in relation to your vehicle and/or the use of the car park

11. PROHIBITED ACTIVITIES

- 11.1 No vehicle shall be towed into the car park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to vehicles by customers or their agents shall be done in the car park.
- 11.2 No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the car park.
- 11.3 No vehicle shall obstruct any access or circulation within the car park
- 11.4 No vehicle shall park other than within the spaces designated for parking
- 11.5 No person shall do anything in the car park that may be a nuisance or inconvenience to the Company or any other user of the car park
- 11.6 No person shall cause any unnecessary noise, vibration or exhaust fumes within the car park
- 11.7 No person shall do any act or thing, which may render invalid or void insurance effected in respect of the car park
- 11.8 No person shall park otherwise than in the spaces or in the area designated for the use of the customer
- 11.9 No person shall deposit in the car park any rubbish, litter, or refuse of any kind
- 11.10 No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any vehicle

12. VEHICLE SIZE

You are required to observe all reasonable restrictions as shall from time to time be made by the Company in respect of the height, length or width of vehicles to be parked in or allowed access to the car park

13. DEFINITIONS

- 13.1 'The Company' shall mean KENDEN PARKING LLP
- 13.2 'The vehicle' shall mean the vehicle, which is received into the car park and shall include any mechanical device on wheels or tracks, its equipment and accessories
- 13.3 'The Customer' shall mean a person who shall have entered into the contract with the Company for the parking of a vehicle at the car park.
- 13.4 'The Address' shall mean Kenden Parking LLP, PO Box 406, West Malling, Kent, ME19 6TT

14. VARIATIONS OF THE TERMS AND CONDITIONS

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 or a Director of the Company.

Kenden Parking LLP
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Kent
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