

Freshney Place Shopping Centre

Car Park Terms and Conditions

1. Definitions

In these terms and conditions:

- a. "us" "we" and "our" means Freshney Place Shopping Centre whose registered office is at North East Lincolnshire Borough Council c/o Centre Management, Freshney Place Shopping Centre, Grimsby, DN32 0HP
- b. "vehicle" means the vehicle which enters the Car Park and includes any mechanical device on wheels or tracks, its equipment, and accessories.

2. 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) and (c) below and have no other 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 that liability.
- b. We are liable for the loss of or damage to or theft of or from, or temporary failure to deliver any vehicle or property belonging to you arising from our negligence and the negligence or dishonesty of our servants or agents.
- c. Except as set out in condition 2(a), we shall only be liable for losses which were:
 - c.1 reasonably foreseeable at the time of entering into a contract with you on the basis of these Terms and Conditions; or
 - c.2 incurred as a result of our negligence or the negligence of our servants and agents; or
 - c.3 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 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.

3. Claims and complaints procedure

If your vehicle sustains damage while in the Car Park or if you lose your vehicle or any of your possessions from your vehicle while it is in the Car Park, you should:

- a. immediately either inform a member of our staff within the Centre or contact our staff in the control room by using the intercom system.
- b. in the case of theft, immediately inform the police.
- c. notify your insurers promptly.

If you consider that you have a claim against us you must write to customer.services@freshneyplace.co.uk within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting a claim, we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility set out in condition 2.

If you wish to make a claim or to register a complaint about the service that you have received, please e-mail to the Operations Manager at customer.services@freshneyplace.co.uk

4. Security of your vehicle

Unless requested by a member of our staff not to do so, please ensure that before you leave the Car Park:

- a. your vehicle is securely locked.
- b. all of the windows of your vehicle are securely closed.
- c. if your vehicle is fitted with a vehicle alarm, steering lock, or similar device, that it is engaged.

CCTV cameras are installed to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the Car Park advising that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in Car Parks where CCTV is installed.

5. Possessions

Wherever possible please take your possessions with you when you leave your vehicle.

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 storage area within your vehicle.

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.

6. 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 that are relevant to the incident.

7. Safety in the car park

Please drive carefully in the Car Park and obey the directional and other signs.

You must park within the appropriate marked bay within the specific boundaries of marked bay,

You must not at any times be parked over the lines of any marked bay.

You must not park or remain stationary at any point within the vehicle circulation routes, entrances or exits to the local highway.

Car parks can potentially be dangerous. After you have parked your vehicle you must proceed immediately to the nearest passenger lift, staircase, or exit, following the recommended route. You must not, in any circumstances, exit the Car Park by walking under a vehicle exit or entrance barrier. There is no access into the our car park or shopping centre through vehicle routes.

Do not delay your exit from the Car Park and please supervise your children and pets who must be kept under your control at all times in the Car Park.

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.

8. Tickets

This car park is ticketless with your number plate acting as your ticket, where a non-standard DVLA compliant number plate is used or is positioned in the non-standard DVLA position, or any other reason the system cannot automatically read a number plate, you will be issued a paper ticket at the entry barrier.

- a. If you are a Contract Parking user, additional T&Cs apply which were issued at time of commencement, please ensure you are familiar with these. If you require a copy, please contact customer.services@freshneyplace.co.uk stating your name and company you work for.
- b. If you cannot produce your ticket on departure, you will be charged at the full day rate or part thereof if ANPR has identified the duration your vehicle has been in the Car Park. The duration of the vehicle's stay within the Car Park will in such circumstances be finally determined by us. No refund will be made for any parking charges paid in respect of a lost ticket, or contract parking.

9. Access, re-location of vehicles

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

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.

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.

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 doing so we will take reasonable care of the vehicle.

10. Tariff

This is a paid car park with both cash and cashless options.

By entering through the entry barrier, you agree to pay, and have the means to pay, the advertised tariff. Failure to have the means to pay may be considered as theft and dealt with through the appropriate legal channels, and/or refused entry for any future parking.

The parking fees payable by you (as varied from time to time) shall be as displayed on the tariff board at the Car Park. You are obliged to pay the fee and to comply with any instructions on the tariff board. For lost tickets please contact the control room via the Payment Machines, ANPR data is utilised to confirm time of entry.

11. Blue Badge Parking

There is no concession to Blue Badge parking within the Car Parks.

12. Payment and disposal of abandoned vehicles

If you intend to leave your vehicle in the Car Park overnight, you must inform Customer Services by telephone. The Customer Service telephone number is 01472 230250.

We reserve the right to remove any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the Car Park for more than 14 days without prior notification. Before proceeding with the disposal of abandoned vehicles, we will:-

- a. make reasonable enquiries with a view to identifying and contacting the registered owner of the vehicle in question.
- b. give 14 days' notice of our intention so to do to the registered owner by pre-paid post addressed to the registered owner's last known address.
- c. abandoned vehicles will be sold by auction whenever practicable, and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.
- d. any balance of these sales proceeds remaining after satisfaction of such sums shall be allocated to the properties nominated charity.

13. Prohibited activities

You must not tow any vehicle into 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 a vehicle breakdown, you must contact the control room via the intercom system.

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 the centre Senior Management. Nothing said or done by any of our employees is to be capable of varying these Terms and Conditions.

15. ANPR and other technologies

Cameras are installed at both the entrance and exit of the car park and automatically log the number plate of vehicles on entry and exit. This information is used to determine the length of stay and relevant cost to be paid. In addition, this information will be accessed in the event of any abandoned vehicles or those that have been reported to the centre management team for any reason that is deemed to warrant further investigation.

Please be informed in the future this technology may also be synchronised and registered with a police database as well as with the DVLA.

16. 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.

17. Employees

Our employees reserve the right to work in a place free from abuse and violence, we have a zero-tolerance policy on abuse of our employees both verbally and physically. Those who do will have their car registration banned from the car park and where we deem it required, the police will be notified.

If you have any queries regarding these Terms and Conditions, please contact customer.services@freshneyplace.co.uk