

TERMS AND CONDITIONS

1. Recitals

- 1.1 **THE COMPANY** operates a service to control unauthorized or illegal parking in areas required by the client.
- 1.2 **THE CLIENT** has agreed to give the Company the sole and exclusive rights to control unauthorized or illegal parking in the areas set out in this agreement subject to the terms and conditions herein after appearing.
- 1.3 **THE COMPANY** holds the right to sub contract or sell this agreement to a third party at any time.
- 1.4 **THE CLIENT** will still be liable for the terms of this contract from the start date under any circumstances that the contract holder sees fit.

2. COMPANY OBLIGATIONS.

- 2.1 To control the occurrence of unauthorized or illegally parked vehicles in the Area set out in Schedule 1.
 - 2.2 **Method of control.** Unauthorized or illegally parked vehicles not displaying a valid parking permit will be issued a PCN by an employee or agent of the company.
 - 2.3 **THE COMPANY** reserves the right to issue a PCN to any unauthorized or illegally parked vehicles at their sole discretion.
 - 2.4 **TO OBSERVE THE LAW.** The Company will operate in accordance with the laws applicable.
 - 2.5 **Warnings.** The company will provide and affix warning notices at the entrance to any private parking area comprised and encompassed in "THE AREA", which will state in unambiguous terms the consequences of parking without authority. The company will also provide signs or stickers warning the driver of any offending vehicle that their vehicle has been issued a PCN and the method of payment accepted. Where parking is restricted to certain areas and conditions, warning notices will be affixed to state that the area is restricted and conditions apply.
 - 2.6 **Complaints.** All complaints or claims arising out of any vehicle being issued a PCN will be dealt with by the Company and the name of the Client will be deemed confidential and not passed to the complainant.
 - 2.7 **Indemnity.** The Company shall indemnify you the client against claims for damage to vehicles only. The Company accepts responsibility for damage to vehicles that they have caused while carrying out their lawful operations.
 - 2.8 **INSURANCE.** The Company carries public and employee liability insurance.
 - 2.9 **ADMINISTRATION AND COLLECTION OF MONIES.** The Company will administer control of unauthorized parking in the area and will collect all the monies, fines and charges for unauthorized and illegally parking from the owners or agents of offending vehicles.
- ## 3. OBLIGATIONS OF THE CLIENT.
- 3.1 **Sole rights.** From the commencement date of this contract until terminated as provided in Clause 5 the company shall have the sole and exclusive right to issue PCN's to unauthorized or illegally parked vehicles in the area.

3.2

Removal of PCN etc. All PCN'S and advisory signs are the property of the Company. No PCN'S may be removed from any vehicle nor may any advisory signs be removed unless such a removal is by the Company or its agent. The client has no authority to remove or instruct removal of any PCN that is applied correctly and in accordance with the terms and conditions contained herein. However, the Company may remove a PCN at its own discretion

3.4 PARKING PERMITS

The client must display a valid parking permit at all times. If a permit is not visible in the front windscreen, the vehicle will be issued a PCN.

4. PARKING CHARGES

- 4.1 **The client** will be required to pay an annual maintenance fee plus VAT in accordance with the fee currently set out in schedule 2, for the supply, erection, maintenance and replacement of each sign that is affixed to the area set out in schedule 1 of this agreement.
- 4.2 **The Client** will not collect any monies from the owners, agents or otherwise of any vehicle issued a PCN.
- 4.3 **The company** will collect monies due from the owners, agents or otherwise of vehicles parked in a manner where the driver incurs a parking charge. **The Company** will have the unfettered ability to enforce Parking Charges against drivers, owners, keepers or other parties who are liable for the payment of the Parking Charge. Such enforcement may include pursuing payment through court proceedings.
- 4.4 **The Company** will have the unfettered ability to enforce Parking Charges against drivers, owners, keepers or other parties who are liable for the payment of the Parking Charge. Such enforcement may include pursuing payment through court proceedings. The Company will be deemed as the having the ability to enter into a 'relevant contract' with motorists for the purpose of the Protection of Freedoms Act.
- 4.6 If the Client has not paid any contract fee, and the contract is withdrawn by no fault or malpractice by the Company, the Client will pay the full fees for the period of the contract term as set in schedule 2 overleaf.

5. TERMINATION OF THE CONTRACT

- 5.1 **By the client.** This agreement shall remain in force for the minimum period of 12 months from the date from the date hereof and shall continue thereafter for the same period if the client had not given the company 30 days' notice of cancellation, within the first 30 days of the expiry date of this agreement, by recorded delivery post.
 - 5.2 **By the Company.** The company reserves the right to terminate this agreement by giving 60 days' notice in writing to the Client.
- ## 6. HEADINGS.
- The headings in this agreement are for reference only and must not be deemed to be any indication of the meanings of the clause to which they relate.
- ## 7. NOTICE IN WRITING.
- Any notice to be served on Either party by the other shall be sent by pre-paid recorded delivery or registered post and shall be deemed to have been received by the addressee within seventy two hours of posting. The contract will carry on under the same terms and conditions for the same period and fees.