FULL TERMS AND CONDITIONS

"the Authorised Vehicle(s)" means [] vehicle(s)

- 1. "the Trial Period" means the period of four weeks from the Commencement Date
- 2. "Licence Period" means the period of four weeks commencing on the commencement date and each consecutive four week period thereafter commencing on the date following expiry of the previous Licence Period
- 3. Parking Professionals Ltd are responsible for the day to day operation of the car park and are the designated OPERATOR of the car park.
- 4. The Operator grants to the User the right to park the Authorised Vehicle(s) under licence in the Car Park during the hours the Car Park is open 24 hours from the Commencement Date until this Agreement is terminated in accordance with Clause 5 below

5. THIS IS VERY IMPORTANT – PLEASE ENSURE YOU READ AND UNDERSTAND IT

- 1. Any written notice required in accordance with this Agreement shall be sent by email. Notice given by the Operator shall be sent to the User's address stated above or such other address as the User shall specify by written notice for the purpose. Notice given by the User shall be sent to admin@parking-pros.co.uk
- 2. Either party may by prior written notice terminate this Agreement at the end of the Trial Period.
- 3. Thereafter in the event the User wishes to terminate this Agreement not at the end of a Licence period, there will be a 28 day notice period and there will be a one off administration charge of £150 plus VAT. This will be deducted from any refund due to the User and any shortfall shall be payable by the User. Termination other than at the end of a Licence Period will only be effective if the User pays before the early termination date all sums due up to the early termination date including the administration charge
- 4. If before the expiry of any Licence Period (or at the discretion of Parking Professionals on a later date) the User shall pay the current charge for a subsequent Licence Period then this licence shall continue for such subsequent Licence Period
- 5. Upon expiry of a Licence Period if this licence shall neither terminate pursuant to clause 5.3 nor be extended pursuant to clause 5.4 then it shall continue until terminated by either party giving to the other not less than four weeks notice and the Parking Charge payable in respect of such continuation shall be the standard tariff in force on the first day of such continuation for a Licence Period of four weeks payable on the first day of such continuation and every four weeks thereafter
- 6. Parking invoice(s) will be sent to the User in advance of the Licence Period by email. The Parking Charge is payable one week in advance of the first day of each Licence Period by either direct debit, bank transfer or debit / credit card. In the event that this Agreement shall terminate at the end of the Trial Period Parking Professionals shall refund to the User the amount by which the Parking Charge paid by the User exceeds the Operator's tariff for the four weeks' parking
- 7. If the User defaults in the payment when due of any sum payable under this Agreement the User shall pay a reasonable late fee.
- 8. Every person who enters into a contract with the Operator for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of himself and all other persons having any proprietary, possessory or other financial or material interest in the vehicle and its contents
- 9. The User will abide by the Car Park Manager's rules and regulations governing use of the Car Park that are displayed by notice at the Car Park
- 10. Parking Professionals Ltd will not accept liability for any damage caused to a vehicle using the Car Park. The User parks at their own risk

- 11. The Operator may vary the Parking Fee or other terms of this Agreement and add new terms and conditions as long as such changes are notified to You in writing including email. The modified terms will take effect on the first Due Date occurring not less than 28 days after the date of the Operator's notice. You may end this Agreement without charge before the change takes effect by giving notice in accordance with Clause 5. Otherwise, Your continued use of the parking space will be considered as Your acceptance of and agreement to the amended terms.
- 12. Non-payment of Parking Charges may exceptionally at the discretion of the Operator result in the vehicle concerned being issued with a Penalty Charge Notice
- 13.
- 1. The Operator reserves the right to sell any vehicle which it reasonably believes to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the Car Park for more than 28 days without a current valid parking permit
- 2. Before proceeding with a disposal of an abandoned vehicle, the Operator will:
 - 1. Make reasonable enquiries with a view to identifying and contacting the registered keeper of the vehicle
 - 2. Give 28 days' notice of its intention to dispose of the vehicle by prepaid post addressed to the registered keeper's last known address, or email address
- 3. 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 the Operator by the User together with the expense of sale and in connection with such sale the Operator shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in possession of the Operator
- 4. Any balance of these sales proceeds remaining after full satisfaction of such sums shall be held by the Operator on behalf of the registered keeper of the vehicle and paid on proof of entitlement
- 14. Termination of this Agreement shall not cancel liability to perform any outstanding obligations under this Agreement.

 Legal recourse will be enforced on Users who do not abide by the full terms and conditions of this Agreement.
- 15. For the avoidance of doubt this agreement do not cause a landlord and tenant relationship to be created between the Customers and Parking Professionals Ltd