

TERMS & CONDITIONS

1. The Client is the owner (or appointed agent) of the Premises and/or entitled and authorised to enter into this Agreement with the Company in respect of the provision of a Parking Charge Notice ticketing services during the period of this Agreement.
2. **SUBJECT TO PAYMENT OF AGREED FEES THE COMPANY WILL DURING THE PERIOD OF THIS AGREEMENT:**
 - 2.1 Erect and maintain at the Premises the agreed number of Warning Signs.
 - 2.2 Replace or repair (at their option) any Warning Signs which are notified in writing by the Client as being damaged, defaced or missing.
 - 2.3 Promptly, following notification by the Client, during the Agreed Times, of any vehicle parked at the Premises not in accordance with the Warning Signs arrange to issue a Parking Charge Notice ticket, provided that the Company does not undertake to provide a 'call out' service and will issue a Parking Charge Notice ticket to vehicles only during Agreed Times.
 - 2.4 The Company may in its entire discretion waive any Parking Charge Notice ticket.
 - 2.5 To provide the Client such numbers of the Company's standard parking permits as the Client shall reasonably require for issue to persons authorised to park at the Premises.
 - 2.6 To ensure that all staff, managers and company directors fully comply with the British Parking Association Code of Practice at all times.
 - 2.7 To ensure that the Client's details are not disclosed to any third parties (except where required by law) and that all matters relating to the Agreement are strictly confidential.
3. **OBLIGATIONS OF CLIENT:**
 - 3.1 To permit the Company to erect, maintain and replace the Warning Signs in prominent positions at the Premises, and to indemnify the Company from and against any and all claims relating to any damage caused to the Premises in the course of such erection, maintenance or replacement.
 - 3.2 To notify the Company forthwith in writing if any of the Warning Signs become damaged, defaced or missing.
 - 3.3 To take reasonable steps to prevent damage to or removal of the Warning Signs by third parties.
 - 3.4 To pay the Agreed Fee within 30 days of receipt of the Company's invoice for the Agreed Fee in each year.
 - 3.5 To issue permits only to the third parties authorised to park at the Premises and for such period as they so authorised and to collect such permits after each use.
 - 3.6 To notify the Company of any vehicle parked at the Premises during the Agreed Times which does not display a valid permit, or is not in accordance with the Warning Signs.
 - 3.7 Not to enter into discussions with the owner or driver of any vehicle issued with a Parking Charge Notice ticket and not to agree to waive or accept any payment of or in lieu of the Company's charges.
 - 3.8 Not to erect or permit at the Premises any Signs relating to parking other than the Warning Signs and not to permit parking at the Premises other than by persons who have complied with the Warning Signs.
 - 3.9 To ensure that all persons having access to the Premises are made aware of all relevant parking rule and regulations.
 - 3.10 To permit the Company to proceed with dept recovery / legal action to recover charges due from the vehicle owner or driver that have not complied with the Warning Signs.
 - 3.11 To notify the Company forthwith in writing of any changes in the ownership or management of the Premises and of any changes in the clients' contact person.
4. **ACCESS TO PREMISES:**

The Client hereby grants and will ensure the provision of reasonable access at all times to the Company for all purposes connected with this Agreement.
5. **VAT:**

All sums referred to in this Agreement are exclusive of all applicable VAT which shall be paid in addition.
6. **INDEMNITY:**
 - 6.1 In the event that any breach by the Client of the terms of this Agreement result in claims by third parties or breach or alleged breach of any applicable government or other regulations the Client will indemnify the Company against all cost, claims, demands or legal proceedings relating thereto.
 - 6.2 In the event of any claims being made against the Company the Client will, without prejudice to clause 6.1, provide the Company with such assistance and evidence as the Company shall reasonably require.
7. **TERMINATION:**
 - 7.1 Subject to the provisions for the termination hereinafter contained either party may terminate this Agreement by not less than 14 days notice in writing, expiring not earlier than 12 months from the date of this Agreement provided that termination by the Client under this clause shall not entitle the Client to repayment of any of the Agreed Fees already paid at the date of expiry of the notice. In the case of the notice by the Client, such notice shall not be valid unless such notice (accompanied by all Warning Signs provided by the Company to the Client) is sent to the Company by recorded delivery post.
 - 7.2 If any sums payable by the Client are unpaid or any breach of the Client's obligations is not remedied in each case following, not less than 7 days notice by the Company requiring payment or remedy as the case may be, the Company may terminate this Agreement without prejudice to its right to recover payment of all sums that are outstanding from the Client.
 - 7.3 After termination of this Agreement for any reason the Client will permit the Company to collect all property of the Company from the Premises.
 - 7.4 To pay the cost of removal and replacement of any Warning Signs not properly returned to the Company by the Client.
8. **OWNERSHIP OF THE PROPERTY:**

All Warnings Signs, permits and other property used or delivered by the Company in connection with this Agreement shall at all times remain the property of the Company.
9. **ENTIRE AGREEMENT:**

The Contract sets out the entire agreement between the Company and the Client. Nothing said by any employee on behalf of the Company should be understood as a variation of the Agreement or as an authorised representation about the nature of the service. No variation or amendment to the Agreement shall bind either party unless made in writing and signed by the authorised representatives of both parties.
10. **GOVERNING LAW:**

These terms and conditions shall be governed by and construed in accordance with the laws of England. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of England.
11. **DATA PROTECTION / SECURITY:**

The Company is registered with the Information Commissioner and complies with the requirements of the Data Protection Act 1998 with regard to the collection, storage, processing and disclosure of information and is committed to upholding the Act's core Data Protection Principles.