

## **City Parking (Glasgow) LLP**

### **Car Park Terms and Conditions**

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

#### **1. Definitions**

When the following words are used in these Terms and Conditions (the “Terms”), this is what they will mean:

1.1 “us”, “we” and “our” means City Parking (Glasgow) LLP

1.2 “ANPR” means Automatic Number Plate Recognition;

1.3 “Car Park” means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;

1.4 “vehicle” means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories; and

1.5 “VRM” means Vehicle Registration Mark.

#### **2. Our liability to you**

2.1 We must operate the Car Park with reasonable skill and care (“our obligations”). If we do not, we are only responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.

2.2 Although we owe you the obligation set out at clauses 2.1 above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity. Accordingly, while every effort is made to ensure our sites are secure and safe, you park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

#### **3. Tariff**

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms.

For those sites covered by a Road Traffic Order, a Penalty Charge Notice may be issued for vehicles where a contravention has occurred e.g. parked out of payment period. Debt Collection may be undertaken requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the “Parking Charge”). Additionally, failure to pay any Penalty Charge Notice/Unpaid Parking Charge may result in us refusing entry to our all our car parks.

#### 4. Claims and complaints

4.1 If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:

- a) Immediately inform either a member of staff at the Car Park or otherwise notify our Head Office on 0141 276 1830
- b) In the case of theft, immediately inform the police; and
- c) Notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to the City Parking (Glasgow) LLP, 3<sup>rd</sup> Floor, 5 Cadogan Square, The Anderston Centre, Glasgow, G2 7PH or emailed to [carparkinfo@cityparkingglasgow.co.uk](mailto:carparkinfo@cityparkingglasgow.co.uk)

In the case of a claim, full details should be provided to us as soon as possible. Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

#### 5. Parking Contraventions

5.1 It is important for the effective management of the Car Park that:

- a) you comply with all signs in the Car Park, including these Terms and the tariff board;
- b) you park within the limits of a marked bay;
- c) you do not park within a bay designated for a specific purpose when you are not entitled to do so (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, and/or parking in a space for electric vehicles when you are not using the charging facility); and
- d) you pay all amounts due for your parking and comply with the requirements set out at clause 10 (Ticket Types and Payment Methods) of these Terms.

5.2 If you do not comply with these requirements;

- a) You may be issued with a Parking Charge Notice, enforceable by Glasgow City Council.
- b) We may undertake debt collection requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the "Parking Charge"). Specific details about the Parking Charge payable are available in each Car Park.
- c) We may refuse future entry to all our car parks or undertake debt collection requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the "Parking Charge"). Specific details about the Parking Charge payable are available in each Car Park.

5.3 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details via CCTV and ANPR for legal purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

5.4 If the Car Park and/or the equipment in the Car Park is damaged by you, your vehicle, its contents or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

## 6. Security of your vehicle

6.1 Unless asked by a member of our staff not to do so in the case of emergency, please ensure that your vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

6.2 Wherever possible, please ensure that you take your possessions with you when you leave your vehicle. If you have to leave your possessions in your vehicle make sure they are out of sight. You are reminded that your motor insurance policy may not cover possessions in vehicles.

6.2 We may install CCTV cameras in the Car Park at our discretion to assist in its proper running. We acknowledge that the cameras may act as a deterrent to criminal activity, but do not make any representation as to the coverage provided or guarantee of the security of your vehicle if CCTV is installed in the Car Park.

## 7. Possessions

Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle.

## 8. Traffic Orders and Byelaws

The use of our Car Parks may be regulated by a Road Traffic Order, allowing a PCN to be issued for non-payment of charges under which a penalty may be payable for failing to comply with these Terms or the requirements of the relevant Road Traffic Order. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such an order.

## 9. Safety in the Car Park

For safety reasons you are requested to note the following:

- a) Car parks are to be used only for lawful purposes.
- b) Please drive carefully in the Car Park and obey the directional signs and speed limit.
- c) Once you have parked your vehicle please proceed to the nearest exit. All exits are signposted.
- d) Do not remain within your vehicle once parked.
- e) Do not wander about the Car Park or sit in the staircase.
- f) Please keep a careful eye on people in your care.
- g) Do not permit children to play in the Car Park.
- h) You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

## 10. Ticket Types and Payment Methods

10.1 You must, depending on the payment methods available and in operation at the specific Car Park (whether it is a multi-storey or surface site), pay the parking tariff using one of the following methods (unless you have pre-paid your parking in which case clause 10.4 will apply):

- a) “Pay & Display” – you must purchase a parking ticket from the ticket machines at the Car Park, before leaving your vehicle and ensure that the parking ticket is clearly displayed in the windscreen of your vehicle; or
- b) “Pay By Mobile” – you must register an account and use the “Pay By Mobile” service provided by the relevant service provider in accordance with its terms and conditions and then, upon parking in the Car Park and before leaving your vehicle in the Car Park, purchase the amount of time for which you would like to park; or
- c) “Pay On Foot” – you must take a ticket on entry to the Car Park. When you leave, you must insert the ticket into the pay on foot machine/exit column and make payment for the time spent as indicated using cash, debit/credit card. The ticket should then be presented on exiting the Car Park to evidence proof of payment. In the event that a ticket machine is out of coins/change, a credit may be issued onto your parking tick and either used against future parking fees or a refund obtained by contacting City Parking (Glasgow) LLP, 3rd Floor, 5 Cadogan Square, The Anderston Centre, Glasgow, G2 7PH or emailed to [carparkinfo@cityparkingglasgow.co.uk](mailto:carparkinfo@cityparkingglasgow.co.uk) ; or
- e) “Account Based Payments” – you must apply for an account prior to parking using this method of payment. This can be done by contacting City Parking (Glasgow) LLP, 3rd Floor, 5 Cadogan Square, The Anderston Centre, Glasgow, G2 7PH or emailed to [carparkinfo@cityparkingglasgow.co.uk](mailto:carparkinfo@cityparkingglasgow.co.uk) to establish eligibility and arrange account set up.

10.2 If you are a customer using a Top up Card, a validated parking ticket, a prepaid parking ticket or a Season Ticket Holder you must comply with the terms and conditions of use for each of these products. These are available on our website or by contacting City Parking (Glasgow) LLP, 3rd Floor, 5 Cadogan Square, The Anderston Centre, Glasgow, G2 7PH or emailed to [carparkinfo@cityparkingglasgow.co.uk](mailto:carparkinfo@cityparkingglasgow.co.uk)

10.3 The ticket issued to you is for use only for the vehicle in respect of which it is issued. A ticket (including a Season Ticket) does not entitle you (unless otherwise specified by us) to any particular space in the Car Park or to priority over other customers. Payment for a ticket (including a Season Ticket) does not guarantee you a parking space. All Season Tickets remain our property and it must be returned to us on expiration.

10.4 We reserve the right to refuse to release your vehicle from the Car Park if you are unable to produce a valid car parking ticket/Season Ticket until we have made such enquiries as we consider reasonable. Failure to produce a valid ticket, valid prepaid ticket or valid Season Ticket may therefore delay your departure.

10.5 If you are unable to produce a valid car parking ticket, valid prepaid ticket or valid season ticket you will be charged the lost ticket rate, this is the full tariff rate for the duration of stay at the rates advertised on our web page and also on the tariff board of the parking facility you are visiting.

10.6 We reserve the right to remove payment methods from time to time in our Car Parks and you should check all signs and notices in the Car Park for further information about the payment methods available in a specific Car Park.

10.7 If you delay exiting a ticketed Car Park once you have paid the fee due for the time parked, you may incur additional charges.

10.8 For the avoidance of doubt, sales or credit card receipts are not parking tickets and will not be accepted as evidence of payment, unless accompanied by a valid parking ticket.

10.9 Subject to our procedures in place from time to time in relation to a failure to pay for parking, we reserve the right to refuse to lift the fixed barrier at the Car Park to allow the release of any vehicle for which payment has not been received in accordance with the appropriate payment method, including (but not limited to) unpaid parking charges, where your credit/debit card has been declined, you have failed to pay by the required time limit, and/or you have failed to produce a valid and current parking ticket, prepaid parking ticket, season ticket or validated parking ticket and/or your bar code is invalid, as applicable.

10.10 If you cannot produce your parking ticket or a valid and current prepaid parking ticket, season ticket, POD card or validated parking ticket you will be charged the full tariff rate for period that your vehicle has been in the Car Park.

10.11 No refund will be considered for any parking tariff payments paid in respect of a lost ticket, prepaid parking ticket or season ticket without proof of payment made for both lost product and tariff payment.

## 11 Access and re-location of vehicles

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

11.2 We reserve the right to move vehicles within the Car Park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Car Park.

11.3 We additionally reserve the right to use a lawful authority to remove any vehicle to another reasonably convenient car park, whether or not operated by us, where the Car Park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Car Park has to be evacuated in an emergency.

11.4 To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 11, 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.

## 12 Abandoned vehicles

12.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification and which is not known by us to be covered by a current valid season or other ticket or booking.

12.2 We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle. Before proceeding with the disposal or sale of abandoned vehicles we will:

- a) refer the matter to the appropriate authorities, which may include the local police and the DVLA; and
- b) affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.

12.3 Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.

12.4 Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement.

## 13 Prohibited activities

13.1 You must not tow any vehicle into the Car Park except as part of the services offered at the Car Park by persons authorised by us and no work on and no 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 vehicle breakdown you must contact the Car Park Attendant to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.

13.2 No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.

13.3 You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.

13.4 You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the Car Park.

13.5 Smoking is forbidden within both the Car Park and the immediate vicinity of the Car Park.

13.6 Anti-social behaviour will not be accepted in our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Car parks are designed for the sole purpose of parking vehicles. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

13.7 You should not take photos or carry out any filming within the Car Park without our written consent.

#### 14 Variation of the Terms and Conditions

These Terms cannot be varied except in writing by our Managing Director. Nothing said or done by any of our employees is capable of varying these Terms.

#### 15 General

Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If you have any queries relating to these Terms, please contact our Head Office on 0141 276 1830