



Lower Precinct Shopping Centre, Centre Managers Office,
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CONDITIONS OF ISSUE

LOWER PRECINCT MEMBERSHIP PASS OR PAY AS YOU GO PASSES

1. Parking in Lower Precinct Shopping Centre car park is subject to the provisions of the Lower Precinct Shopping Centre's conditions of use and any variations to or replacements of it. In the event of any inconsistency between these conditions and the provisions of such an order the latter shall prevail.
2. Car park spaces remain the property of the Lower Precinct Shopping Centre 'The Licensor'. In the event of any misuse or conviction in the Magistrates' or Crown Court, Lower Precinct Shopping Centre or its agents will upon written demand be entitled to cancel any membership with immediate effect. **NO** refund or compensation will be given in respect of the unexpired period.
3. The 'Membership Pass' or 'Pay as you Go / Queue Buster' can only be used in **LOWER PRECINCT SHOPPING CENTRE CAR PARK** and is not valid for any other car park.
4. Purchase of the 'Membership Pass or pay as you Go' by 'The Licensee' is non refundable and The Licensees interest hereunder shall not be transferable in any way to any other parties. Purchase **DOES NOT** guarantee a car park space.
5. Parking is only valid during the car parks normal opening hours of 7am – 7pm.
6. Entrance to the car park shall be by the ANPR system reading your vehicle registration number. These details are kept on the system for 30 days and are not passed to a third party agency for marketing purposes. The user may add one other registration number to their membership pass. This must be provided 48 hours in advance and in writing to enquiries@lowerprecinct.com.
7. To exit if you have paid for either 'Membership Pass' or 'Pay as you Go / Queue Buster' the ANPR system will register this and raise the barrier to allow exit.
8. The Membership or Pay as you Go holder shall (upon request from any person authorised by Lower Precinct Shopping Centre) produce evidence of identification of ownership of the vehicle for inspection.
9. The 'Membership pass' costs will be set at the sum agreed of £91.65 per month and can be paid at the machine by either Debit Card, Credit Card (additional fee may be applicable) or cash.
10. The Licensee is permitted to temporarily occupy a space within the multi storey car park area ("the Space") from time to time designated by the Licensor for no other purpose than to park
11. The period of such occupation shall be confirmed by the amount paid in conjunction with the tariff set. Details of these tariffs can be found at the lift lobbies and entrance of the car park.
12. The Licensee agrees with the Licensor:
 - (a) to fully conform to and comply with any requirements and instructions given by the Licensor.
 - (b) to make good any damage caused (whatsoever the nature) by the Licensee.
 - (c) to comply with all statutory, non-statutory and Local Authority/Fire Officer/Building Control Officer regulations, requirements and recommendations impinging upon the Licensee's occupation and use of the space and to indemnify the Licensor against all costs, claims, liability arising out of, or incidental to, any contravention or non-compliance with any such provisions as aforesaid.
 - (d) the Licensor shall not have exclusive possession of the space at all times.

- (e) that when on the property of the Licensor the Licensee shall be liable for and shall indemnify the Licensor, its servants and agents against any liability, expense, loss, claim proceedings, damages or costs whatsoever arising either directly or indirectly in respect of personal injury to or the death of any person whomsoever (including, without limitation, any person under a contract of service or apprenticeship with the Licensee and arising out of that person's employment) or any injury or damage whatsoever to any property, real or personal, insofar as such injury, loss or damage arises out of, in the course of or by reason of the right hereby granted unless due to any act or neglect of the Licensor or of any person for whom the Licensor is responsible or is otherwise caused directly or indirectly by the Licensor, its servants or agents.
13. The Licensor will have no liability whatsoever in respect of any employee, agent or visitor of the Licensee, not in respect of any good stock, property or other thing belonging to or used by the Licensee.
14. The 'Membership Pass or Pay as You Go' agreement may be terminated by the Licensor, either temporarily or permanently, at any time, the licensee being entitled on termination to the refund of the balance remaining or part thereof calculated at a daily rate for each day or part thereof which the licensee is not exhibiting unless the license is terminated as a result of the licensee being in breach of any of the terms of this agreement.
15. For the avoidance of doubt, it is hereby agreed that the Licensor shall have no liability whatsoever in respect of any transaction entered into by the licensee with any third party.
16. The parties declare that nothing in this License is intended or shall have effect as creating any tenancy between the parties and possession, management and control of the Space shall at all times remain vested in the Licensor who shall be entitled to terminate the agreement at any time and for any purpose whatsoever

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