



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

## **1. Definitions**

In these terms and conditions:

- a. "us" "we" and "our" Lower Precinct Shopping Centre
- b. "vehicle" means the vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

## **2. Our liabilities**

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we are only liable as set out in (a), (b) and (c) below and have no other liability to you.

- a. We are liable for any death or personal injury arising from our negligence and the negligence of our servants or agents. Nothing in these Terms and Conditions shall exclude that liability.
- b. We are liable for the loss of or damage to or theft of or from, or temporary failure to deliver any vehicle or property belonging to you arising from our negligence and the negligence or dishonesty of our servants or agents.
- c. Except as set out in condition 2(a), we shall only be liable for losses which were:
  - i. reasonably foreseeable at the time of entering into a contract with you on the basis of these Terms and Conditions; or
  - ii. incurred as a result of our negligence or the negligence of our servants and agents; or
  - iii. incurred as a result of our failure to comply with these Terms and Conditions.

Please note that although we have the above responsibility to you, you should bear in mind that public car parks are open to everyone. We cannot guarantee that people will not enter into the Car Park and cause damage to property or engage in criminal behaviour. Accordingly, you park in our Car Park at your own risk. We do not guarantee the security of your vehicle and/or its contents.

## **3. Claims and complaints procedure**

If your vehicle sustains damage while in the Car Park or if you lose your vehicle or any of your possessions from your vehicle while it is in the Car Park, you should:

- a. Immediately either inform a member of our staff at the Car Park or contact our staff at the control room on 02476 634 720
- b. in the case of theft, immediately inform the police;
- c. notify your insurers promptly.

If you consider that you have a claim against us you must write to centre management within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting a claim, we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility set out in condition 2.

If you wish to make a claim or to register a complaint about the service that you have received please speak with a member of Security or contact [enquiries@lowerprecinct.com](mailto:enquiries@lowerprecinct.com)

#### 4. GDPR

GDPR comes into effect from the 25<sup>th</sup> May 2018. We have a legitimate reason to hold your personal data. Your information will be kept in a secure area or password protected online system. Please note the information is shared with security, police, enforcement companies, DVLA in the event of an incident.

Images of vehicles	90 days
Vehicle movements, including details of violations and debug logs	24 months
Hotlist and persistent offender entries	Until deleted by user
Online Payment History	30 days

#### 5. Security of your vehicle

- a. Unless requested by a member of our staff not to do so, please ensure that before you leave the Car Park:
  - i. your vehicle is securely locked with the handbrake applied.
  - ii. all of the windows of your vehicle are securely closed;
  - iii. if your vehicle is fitted with a vehicle alarm, steering lock, or similar device, that it is engaged.

Where CCTV cameras are installed in our Car Park they are used to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the Car Park advising that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in Car Parks where CCTV is installed.

#### 6. Possessions

- a. Wherever possible please take your possessions with you when you leave your vehicle.
- b. If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.
- c. You are reminded that your motor insurance policy may not cover possessions in your vehicle. It may be possible to arrange separate insurance cover for such possessions and we encourage you to do so.

#### 7. Courtesy to other customers

If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details that are relevant to the incident.

#### 8. Safety in the car park

- a. Please drive carefully in the Car Park and obey the directional and other signs.
- b. Car parks can be dangerous. After you have parked your vehicle you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.
- c. Do not delay your exit from the Car Park and please supervise your children and pets who must be kept under your control at all times in the Car Park.

- d. For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle.
- e. The car park closes at 7pm Monday to Saturday and 5.30pm on Sunday and Bank Holidays. Please see the website and centre poster sites for any seasonal openings hours.
- f. Access to the car park after these hours is not permitted.

#### 9. Ticket less car park automatic number plate recognition (ANPR)

- a. The car park is ANPR the system records entry and exit timings the system and vehicle behaviour. Each image is dated and time stamped. The car park barriers and the pay of foot machines are linked to the ANPR system. Payment should be made before you exit the car park.
- b. City Arcade parking tickets are not valid in the Lower Precinct car park. City Arcade vehicles should use Lower Precinct car park to exit only. If vehicles fail to exit normal car parking charges would apply.
- c. **Parking is only valid during the car parks normal opening hours.**
- d. 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.
- e. 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.
- f. G24 Ltd are the Data Controllers for all data collected through the parking equipment including ANPR equipment, payment kiosks and online at [www.clearpark.co.uk](http://www.clearpark.co.uk). G24 Data Protection Officer can be contacted at [dataprotection@g24.co.uk](mailto:dataprotection@g24.co.uk).

#### 10. Parking Contraventions

It is important to the effective management of the Car Park:

- a. that you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed);
- b. that you park within a marked bay;
- c. that you comply with all signs in the Car Park.
- d. that you parking for your parking at the appropriate pay machines or within 48 hours at [www.clearpark.co.uk](http://www.clearpark.co.uk). Failure to pay within 48 hours will result in a Parking charge notice being raised.
- e. If you do not comply with these requirements then G24 may issue you with a Parking Contravention Charge Notice. Specific details as to the sum of the Parking Contravention Charge Notice are available in the car park.
- f. Payment may be made by one of the methods detailed in the "Instructions for Payment" section of the Parking Contravention Charge Notice. Please quote your vehicle registration number and Parking Contravention Charge Notice number when making payment.
- g. Failure to pay the Parking Contravention Charge Notice being issued will result in G24 being entitled to take legal action against you for breach of contract and may result in court proceedings.
- h. G24 may request and obtain your (or the vehicle owner's) personal details from the DVLA should
- i. If you consider that G24 have wrongly issued a Parking Contravention Charge Notice you may appeal, by writing to the address detailed on the Parking Contravention Charge Notice itself. G24 will then consider your appeal and notify you of their decision.
- j. If the equipment in the Car Park is damaged by you, your vehicle or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the cost of that repair and associated administration costs from you.
- k. Images of pedestrians and vehicles including vehicle registration number will be obtained to confirm entry & exit to the car park, to calculate the length of stay and enforce non-compliance of the Terms and Conditions displayed within the car park. The cameras are also intended to detect and deter criminal activity.

### **11. Access, re-location of vehicles**

- a. We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.
- b. We reserve the right to move vehicles within the Car Park, by driving or otherwise, using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to such extent as is reasonably necessary for the purposes of safety to persons or property to avoid obstruction or for the more efficient arrangement of our parking facilities at the Car Park.
- c. We additionally reserve the right, where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient Car Park within our control or otherwise as may be expedient.
- d. To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition, 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. Tariff**

The parking fees payable by you (as varied from time to time) shall be as displayed on the tariff board at the Car Park. You are obliged to pay the fee and to comply with any instructions on the tariff board.

### **13. Payment and disposal of abandoned vehicles**

- a. If you intend to leave your vehicle in the Car Park overnight we recommended that you notify us in writing of your intention to do so by emailing [enquiries@lowerprecinct.com](mailto:enquiries@lowerprecinct.com) Please note this email box is only monitored Mon – Fri 9am – 5.30pm and Sat 9am – 2pm.
- b. We reserve the right to sell any vehicle which we reasonably believe 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 prior notification and which is not known.
- c. Before proceeding with the disposal of abandoned vehicles, we will:-
  - i. make reasonable enquiries with a view to identifying and contacting the registered owner of the vehicle in question;
  - ii. give 28 days notice of our intention so to do to the registered owner by pre-paid post addressed to the registered owner's last known address.
- d. 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 us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.
- e. Any balance of these sales proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on proof of entitlement.

### **14. Prohibited activities**

- a. You must not tow or carry out repairs to any vehicle into the Car Park except as part of the services offered by persons authorised by us and no work on nor 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 security 02476 634720 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.
- b. No activity in connection with the selling, hiring or other disposal of vehicles or goods or services shall be carried out in the Car Park without our prior specific written permission.
- c. No charging or discharging of fuel tanks shall be undertaken in the Car Park or in the access or exit roadways.

### **15. Variation of the terms and conditions**

These Terms and Conditions shall not be varied except in writing by the Centre Management team. Nothing said or done by any of our employees is be capable of varying these Terms and Conditions.



**Lower Precinct Shopping Centre, Centre Managers Office,**  
Coventry CV1 1NQ  
Telephone: 02476 634710  
Lower Precinct Shopping Centre  
CV1 1NQ  
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