



Poulton Close, Coombe Valley Rd, Dover, Kent, CT17 0HL
Phone : 01304 215 555 Fax : 01304 240 289
Email : relyontransport@btconnect.com
VAT No : 202 534 216

CAR PARK TERMS AND CONDITIONS OF USE

RELYON GROUP TERMS AND CONDITIONS FOR USE OF CAR PARKING FACILITIES POULTON CLOSE COOMBE VALLEY ROAD DOVER. YOU ARE REQUESTED TO READ CAREFULLY THESE TERMS AND CONDITIONS OF ENTRY TO AND USE OF THIS CAR PARK AND TO RESPECT THE PROVISIONS CONTAINED HEREIN. SHOULD YOU WISH TO MAKE A COMPLAINT YOU ARE REQUESTED TO FOLLOW THE COMPLAINTS PROCEDURE SET OUT IN CONDITIONS 4 BELOW. THIS WILL ENSURE THAT YOUR COMPLAINT IS BROUGHT PROMPTLY TO THE ATTENTION OF OUR HEAD OFFICE STAFF.

1 DEFINITION'S

- 1.1 "ACCESS ROADS" means any roads leading to or from the car park.
- 1.2 "CAR PARK" means the car parking facilities at Relyon Coombe Valley Road identified above.
- 1.3 "Customer " or "customers" means the user or users of the car park.
- 1.4 "Reserve spaces" means any parking space in the car park containing a notice indicating that it is reserved for a specific person, firm or company.
- 1.5 "reserved parking; Additional Conditions" means any terms and conditions subject to which a Reserved Space is issued.
- 1.6 "Tariff Board" means any board or notice at the Car Park containing a notice displaying the charges to be paid by the customers.
- 1.7 "Terms and Conditions" means these terms and conditions.
- 1.8 "Vehicle" shall mean any vehicle (including any mechanical device on wheels or tracks, its equipment and its accessories) that is received into the Car Park.
- 1.9 "We, us, our, ourselves" means Relyon Car parking, Poulton Close, Coombe Valley Road. Dover Kent CT17 0HL.

- 1.10 “Your, you, yourselves” means any person who uses any Access Road to gain access to the Car Park and uses the Car Park for the parking of a vehicle.

2 BINDING EFFECT OF THESE CONDITIONS

- 2.1 These Terms and Conditions apply to the use by you of the Car Park. They apply to the exclusion of any other and conditions which you or anyone on your behalf purports to apply.
- 2.2 Nothing in these Terms and conditions affect your statutory rights.
- 2.3 If you enter the Car Park or any Access Road, you accept these Terms and Conditions without qualification.

3 OUR LIABILITY

1. You are asked to remember that the Car Park is private property owned by use. It is open to members of the public who are to act in accordance with these Terms and Conditions. Our staff have instructions to remove persons acting other than in accordance with these Terms and Conditions but it is impossible to exclude such persons altogether. We cannot therefore guarantee the security of your Vehicle or any personal possessions left in your Vehicle and you must therefore ensure that you have appropriate and sufficient insurance to cover any loss, destruction, damage or theft of your vehicle or any personal possessions left in your Vehicle
- 1.2 Accordingly:
 - 3.2.1 neither we nor our employees, servants or agents accept any liability for any loss destruction,damage, or theft to or from any Vehicle save as required by law, and
 - 3.2.2 neither we nor our employees, servants or agents accept liability in respect of the death of or any personal injury sustained by you in the Car Park unless it is proven to be caused by the negligence, wilful misconduct or breach of statutory duty of us or our employees, servants or agents.

4 COMPLAINTS PROCEDURE

- 4.1 Should your vehicle suffer damage or destruction whilst in the Car Park or should you lose the vehicle or any personal possessions left in your Vehicle whilst it is in the Car Park, you are requested:
 - 4.1.1 to immediately inform a member of our staff of the occurrence;
 - 4.1.2 in cases of theft, to immediately inform the police; and
 - 4.1.3 to promptly notify your insurers.

2. If you consider that you have a claim against us for any loss, destruction, damage or theft of the Vehicle or any personal possessions left in your Vehicle, you should within seventy- two-hours of discovery of such loss, destruction, damage or theft give written notice containing full details of the occurrence to us at Relyon Poulton Close Coombe Valley Road Dover CT17 0HL marked for the attention of the Managing Director. Before submitting such a claim to us, you are requested to review Conditions 3 of these Terms and Conditions to satisfy yourself that the subject matter of your claim falls within our area of responsibility.

5 SECURING YOUR VEHICLE

1. all the windows of your vehicle are securely closed.
2. No person or animal is left in your vehicle.
3. Your Vehicle's brakes are engaged so that it shall remain stationary.

6 POSSESSIONS

1. Wherever possible, please take all personal possessions with you when you leave your vehicle.
2. If you have to leave any personal possessions in your Vehicle, please do not leave them on the seats where they are visible, instead place them in the boot that should then be locked.
3. Please be aware that the motor insurance policy for your Vehicle may not cover personal possessions left in your Vehicle. If such personal possessions are not covered, it may be possible to arrange separate insurance cover for such possessions and, if it is possible, you must ensure that you do so.

7 DAMAGE TO OTHER VEHICLES AND PROPERTY WITHIN THE CAR PARK

1. Should you damage another Vehicle or any part of the Car Park, you must report the matter immediately to a member of our staff and provide that member of staff with the registration number of each Vehicle (where appropriate), your full name and address, the name and address of your insurance company and your motor insurance policy number. You may be required to make good to our reasonable satisfaction any damage you cause to any part of the Car Park or to pay to us on demand the cost incurred by us in making good such damage.

8 SAFETY IN THE CAR PARK

1. Please drive carefully in the Car Park and obey the directional and other signs and all instructions or requests given or made from time to time by any of our employees, servants or agents regulating traffic and/or controlling the positioning of Vehicles within the Car Park.

9 RESERVED PARKING

1. If you have a Reserved Space, your use of the Reserved Space will be subject to the Reserved Parking: additional Conditions together with these Terms and Conditions.
2. Where there is any inconsistency between the Reserved Parking: additional Conditions and these Terms and Conditions in relation to your use of a Reserved Space, the Reserved Parking: additional Conditions will apply.

10 AGENCY

- 10.1 every person who enters into a contract with us for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of himself/herself and all other persons having any proprietary, possessory or other financial or material interest in the Vehicle and/or any personal possessions in the Vehicle.

11 MOVING AND RE-LOCATION OF VEHICLES

- 11.1 We reserve the right to move Vehicles within the Car Park, by driving or otherwise, to such extent as is reasonably necessary to avoid obstruction or for the more efficient arrangement of its parking facilities at the Car Park.
- 11.2 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.
- 11.3 For the purposes of exercising and to the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition 11, we and our employees, servants or agents shall have the rights to drive or otherwise take the vehicle out of the Car Park and on the public highway.
- 11.4 If requested to do so by us or any of our employees, servants or agents, you must leave the ignition, boot, door and alarm keys to your Vehicle with a person authorised by us to hold such keys.
- 11.5 We reserve the right to enter your Vehicle (and to use force if necessary) in such a manner as we think necessary without being liable for damage caused to facilitate the exercise of the rights given to us in these Terms and Conditions or to abate any nuisance caused by your Vehicle.

12 LIENS AND DISPOSAL OF ABANDONED VEHICLES

- 12.1 Your Vehicle, once it has entered the Car Park, becomes subject to a lien for all charges due or accruing and due from you to us and we therefore reserve the right to refuse to release your Vehicle until all such charges have been paid in full.
- 12.2 If you intend to leave your Vehicle in the Car Park for more than 14 days, you must notify us in writing in advance of your intention to do so.
- 12.3 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 14 days without prior notification and which is not known to be covered by a current valid ticket.
- 12.4 Before proceeding with the disposal of any abandoned Vehicle, we will:
 - 12.4.1 make reasonable enquires with a view to identifying and contacting the registered keeper of the Vehicle in question;and
 - 12.4.2 give 7 days notice of our intention to dispose of the Vehicle to the registered keeper by pre-paid post addressed to the registered keeper's last known address.
 - 12.4.3 The disposal of any abandoned Vehicle will be by sale at auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us by you together with our expenses in connection with such sale. We shall also be entitled to charge you reasonable garage charges in respect of the period during which the Vehicle was in our possession prior to the sale. Any balance of such sale proceeds remaining after satisfaction of all sums owing to us by you shall 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 No Vehicle shall;
 - 13.1.1 be towed into the Car Park and no work on or cleaning of Vehicles by you or your agents is permitted in the Car Park.
 - 13.1.2 obstruct any access or circulation area within the Car Park or any Access Road;
 - 13.1.3 be parked other than within a designated parking bay;
 - 13.1.4 cause any unnecessary noise, vibration or exhaust fumes within the Car Park;
 - 13.1.5 be parked so as to take up more than one designated parking bay;
 - 13.1.6 be parked in a no parking zone;
 - 13.1.7 be parked on a double yellow line;

13.1.8 be parked within a time restricted parking area in excess of the time of expiry upon the ticket displayed;

13.1.9 be parked within a disabled parking bay without displaying the requisite disabled accreditation;and

13.1.10 be parked in a Access Road

13.2 You shall not:

13.2.1 do anything in the use of the Car Park that may be a nuisance or inconvenience to us or any other Customer;

13.2.2 commit any act which may render valid or void any policy of insurance effected in respect of the Car Park;

13.2.3 deposit any rubbish, litter or refuse of any kind within the Car Park, other than in the proper receptacles provided for this purpose;

13.2.4 pour or transfer petrol or other fluids into or out of the fuel tank of any Vehicle;

13.2.5 park in any space designated as being reserved for another individual or company; or

13.2.6 carry out any activity in connection with the selling,hiring or other disposal of Vehicles in the Car Park.

14 VEHICLE SIZE

14.1 You are required to observe all reasonable restriction as shall from time to time be made by us in respect of the height, length or width of Vehicles to be parked in or allowed access to the Car Park.

14.2 It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed within the Car Park. No refund will be given under any circumstances should a Vehicle fail to comply with any such restrictions and is required to leave Car Park.

15 BOOKINGS

15.1 No refunds will be made to a booking within 2 weeks of the date coming into our car park.

16 VARIATION OF THE TERMS AND CONDITIONS

16.1 Any variation of these Terms and Conditions will be ineffective, unless such variation is agreed in writing by a director any other duty authorised representative of the Company.

17 THIRD PARTY RIGHTS

- 17.1 These Terms and Conditions do not create any right enforceable by any person other than you or us.

18 GOVERNING LAW AND JURISDICTION

- 18.1 The construction, validity and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the English Courts.

Relyon Car Park