

IMPORTANT NOTICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY RELATE TO YOUR USE OF THIS CAR PARK. HARD COPIES OF THESE TERMS AND CONDITIONS ARE ALSO AVAILABLE ON REQUEST AT THE FESTIVAL PLACE MANAGEMENT SUITE, WHICH IS LOCATED ON THE FIRST FLOOR OF THE SHOPPING CENTRE.

1. TERMS AND CONDITIONS

- a. By entering the Car Park you are accepting these terms and conditions (“**Terms**”). If you do not wish to be subject to these Terms, you should exit the Car Park immediately.
- b. You are politely requested to adhere to the terms of the Festival Place Code of Conduct during your use of the Car Park. The Festival Place Code of Conduct is available from the Festival Place Centre Management Suite, located within the centre at, 1st Floor Paddington House, Basingstoke, Hampshire, RG21 7LJ and the information desks located within the Centre.

2. DEFINITIONS

- a. When the following words are used in these Terms, this is what they will mean:
 - i. “**ANPR**” means automatic number plate recognition;
 - ii. “**Car Park**” means this Festival Place Car Park in Basingstoke;
 - iii. “**Centre**” means Festival Place Shopping Centre in Basingstoke;
 - iv. “**Festival Place**”, “**us**”, “**we**” and “**our**” refer to Trustee 1 FB Limited (incorporated and registered in Jersey under company registration number 110777) and Trustee 2 FB Limited (incorporated and registered in Jersey under company registration number 110778) (as trustees for The Festival Place Unit Trust), both of whose registered offices are at 47 Esplanade, St. Helier, Jersey JE1 OBD and whose address for service in the United Kingdom is AEW Europe LLP, 33 Jermyn Street, London SW1Y 6DN (FAO: Head of Legal and Compliance). Our VAT registration number is GB139 6451 90;
 - v. “**Management Suite**” the Centre management office located within the Centre on the first floor;
 - vi. “**Managers**” means any subcontractor hired by us to manage and administrate the Car Park and associated facilities; and
 - vii. “**Vehicle**” means the vehicle which is received into the Car Park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

3. OUR LIABILITY TO YOU

- a. We will operate the Car Park with reasonable skill and care. If we do not, we will only be responsible for direct loss or damage you suffer as a foreseeable result of any breach of our obligations, or our negligence, or the negligence of our employees, agents or Managers.

- b. We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or Managers.
- c. Please remember that the Car Park is open to all members of the public. Our staff have the authority to remove persons who are misbehaving or whose behaviour is in breach of these Terms or the Festival Place Code of Conduct. Please be aware that it is impossible to exclude such persons altogether and Festival Place cannot therefore guarantee the security of your Vehicle or its contents.
- d. Festival Place recommends following the procedures set out in these Terms for your safety and the safety of your property.

4. TICKETS AND TARIFF

- a. Parking fees (other than season ticket fees) are displayed on the Tariff Board at the Car Park.
- b. Details of season tickets, pre-payment cards and associated fees are available on request from the Management Suite.
- c. The ticket issued by us is valid only for the Vehicle in respect of which it is issued.
- d. Unless otherwise confirmed to you by us, a ticket, including a season ticket, does not guarantee or entitle you to any particular space in the Car Park or to priority over other customers.
- e. Season ticket holders and pre-payment card holders are subject to additional terms and conditions which are set out in the Terms and Conditions for Season Tickets and the Terms and Conditions for pre-payment cards respectively.
- f. Season tickets and pre-payment cards are the physical property of Festival Place and you must return used cards to the Management Suite on their expiry.
- g. Please keep your ticket safe. Failure to produce a valid ticket on departure from the Car Park will be charged at the full daily rate (see clause 11 (Exiting the Car Park) below for further details).**

5. SAFETY IN THE CAR PARK

- a. Please drive carefully in the Car Park and obey the directional and other signs. Exceeding the speed limit may result in your exclusion from the Car Park.
- b. Car parks can be dangerous. After you have parked your Vehicle please go directly to the nearest passenger lift, stairs or exit which are signposted at all levels. Do not delay your exit from the Car Park and please keep a watchful eye on your children who should not be permitted to play in the Car Park.
- c. The Car Park is open to all members of the public. When inappropriate behaviour is reported to us, we will take appropriate action and may refuse access to or remove people who misuse or misbehave in the Car Park.

6. PARKING RULES

- a. You must not:

- i. park within any space other than wholly within a designated marked parking space;
 - ii. park within any space designated for a specific purpose or user when you are not permitted to use such spaces (for example, you must not park in a space designated for disabled persons without an appropriate disability badge displayed, or in a space for electric vehicles when you are not using an electric vehicle or the charging facility).
- b. We may move your vehicle or issue you with a Penalty Charge Notice (“PCN”) if you fail to adhere to the above parking rules.**
- c. The PCN will specify:-
 - i. the sum you are required to pay, which will be an amount which represents an estimate of the expenses we will incur as a result of your breach (including any lost management time);
 - ii. the time within which payment must be made; and
 - iii. the address to which the payment must be made.
- d. The PCN will also explain that unless payment is made in accordance with its terms, court action may be commenced to recover the sums due from you under the PCN together with our reasonable costs, interest and any other sums legally recoverable.

7. MOVING AND RE-LOCATION OF VEHICLES

- a. If you park in breach of the parking rules and/or your Vehicle obstructs the thoroughfare or poses a risk to other users of the Car Park, we reserve the right to move your Vehicle within the Car Park, by lifting or otherwise, to such extent as is reasonably necessary to avoid obstruction or risk to the safety of other users of the Car Park. For example, if you park on an un-safe corner outside of a parking bay, or if you forget to engage your parking brake, causing the car to roll into the roadway, we may move your Vehicle out of harm's way.
- b. We will use reasonable endeavours to contact you over the public announcement system in the Centre prior to moving your Vehicle.
- c. We will not be held responsible for any damage occurring to your Vehicle in connection with our moving of the Vehicle in accordance with this clause 7 unless such damage arises directly as a foreseeable result of our negligence or the negligence of our employees, agents or Managers.

8. SECURING YOUR VEHICLE

- a. Unless a member of our staff instructs you otherwise, please ensure that before you leave the Car Park:
 - i. your Vehicle is securely locked;
 - ii. all windows of your Vehicle are securely closed; and
 - iii. If your Vehicle is fitted with an alarm, steering lock or similar that it is engaged.

9. POSSESSIONS

- a. Please always take your possessions with you when you leave your Vehicle where possible, particularly if they are valuable.

- b. If you have to leave possessions in your Vehicle please do not leave them on the seats where they are visible, but instead place them in your boot which should be locked at all times.
- c. Please bear in mind that your motor insurance policy may not cover personal possessions in the Vehicle. It may be possible to arrange separate insurance cover for such possessions and you are recommended to do so.

10. INCIDENTS WITHIN THE CAR PARK

- a. If you damage another vehicle within the Car Park or any property or structure within the Car Park, please report the matter immediately to a member of our staff together with the registration numbers of both vehicles and the policy number and details of your insurance
- b. You may be required to repair the damage or to pay the reasonable costs that the owner of the vehicle or we (in the case of damage to the Centre) have to pay to repair the damage.

11. EXITING THE CAR PARK

- a. You must produce your parking ticket prior to exiting the Car Park.
- b. We reserve the right to refuse to release any Vehicle that does not produce a valid parking ticket until we have verified the duration of the stay on our system. Failure to produce your ticket will therefore delay your departure.
- c. **Customers who cannot produce a valid ticket on departure will be charged at the full daily rate for parking displayed on the Tariff Board.**

12. UNPAID CHARGES AND DISPOSAL OF ABANDONED VEHICLES

- a. We reserve the right to refuse to release any Vehicle while any parking charges remain unpaid.
- b. If you intend to leave a Vehicle in the Car Park for more than 28 consecutive days without holding a season ticket you must notify Us in writing of your intention to do so. Failure to do this could lead us to believe that the Vehicle is abandoned and could ultimately lead to it being removed and sold or destroyed.
- c. We reserve the right to arrange the disposal of any Vehicle which we reasonably believe to have been abandoned. We shall be entitled to regard as abandoned any Vehicle which has:
 - i. been in the Car Park for more than 28 days without prior notification and;
 - ii. which is not known to be covered by a current valid season ticket.
- d. Before arranging for the disposal of vehicles believed to be abandoned, we will make reasonable attempts to identify and contact the registered owner, and write to the registered owner at the last known address giving 28 days' notice that we intend to sell the Vehicle and when and where we intend to sell.
- e. Abandoned vehicles may be sold by auction and the proceeds of the sale will be applied in and towards satisfaction of:

- i. all sums owed to us by the customer,
 - ii. the expenses of sale; and
 - iii. reasonable storage charges for the Vehicle for the period during which the Vehicle is in our possession.
- f. If an abandoned Vehicle is sold, any balance of sale proceeds remaining after satisfaction of the amounts set out in clause 12(e) above will be held by us on behalf of the registered keeper of the Vehicle and will be paid over to the registered keeper of the Vehicle once the registered keeper produces proof of entitlement to us.

13. PROHIBITED ACTIVITIES

- a. You must not allow your Vehicle to be towed into the Car Park.
- b. Whilst at the Car Park, you must not:
 - i. sell, hire, exhibit for sale, or conduct any negotiations whatsoever in respect of any Vehicle, Vehicle accessories and equipment or any articles contained in or on the Vehicle;
 - ii. perform any repairs, renovations, additions or alterations to any Vehicle or clean your Vehicle;
 - iii. drive along the ramps, accessways and other areas at the Car Park other than in the directions shown by direction indicators;
 - iv. smoke, whether in the Car Park or in the immediate vicinity of the Car Park; or
 - v. take photos or carry out any filming within the Car Park without our written consent.
- c. We reserve the right to refuse any Vehicle admission to all or part of the Car Park without giving reasons. This right is likely to be exercised in the case of vehicles carrying livestock or loads which we consider to be dangerous.
- d. Petrol and engine oil leakages are hazardous. You must not leave your Vehicle in the Car Park if they are leaking any fuel or lubricant. Appropriate safety action will be taken by us if a Vehicle is discovered showing signs of leakage. Charges incurred will be passed onto you.

14. CCTV AND AUTOMATIC NUMBER PLATE RECOGNITION

- a. CCTV is in operation at the Car Park for your safety and for the prevention of crime.
- b. ANPR is also in operation at the Car Park for the automated management of the exit barriers, including calculation of car parking tariffs using vehicle registration number plates and the entry and exit times for vehicles using the Car Park.
- c. We may use the information captured via the CCTV and ANPR systems (which may include personal information such as your vehicle registration number or recorded images of you or your Vehicle) for the following purposes:
 - i. for the detection and prevention of crime or suspicious activity at the Car Park;
 - ii. for the automated calculation of parking tariffs;

- iii. for the operation of automated parking barriers on exit (and automatic recognition and raising of the barrier for season ticket holders); and
 - iv. to manage any Vehicle incidents or damage occurring in the Car Park and surrounding areas.
 - d. We may pass material recorded via the CCTV and ANPR systems to third parties such as the Police and insurance companies where necessary to support prosecution should criminal activity occur and to assist with the management of any incidents within the Car Park and surrounding areas.
 - e. We rely on our legitimate interests in order to process any material recorded via our CCTV and ANPR systems. Our legitimate interests are the day to day operation and management of the car park using efficient automated systems and maintaining the safety and security of the Car Park at all times..
 - f. We acknowledge that the CCTV 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.

15. CLAIMS AND COMPLAINTS

- a. If your Vehicle suffers damage whilst in the Car Park, or if you think that your Vehicle or any of your possessions in the Vehicle may have been stolen, please:
 - i. immediately inform a Manager or a member of our staff of the occurrence;
 - ii. in the case of theft, immediately inform the Police; and
 - iii. notify your insurers promptly.
- b. If you think that you have a claim against Festival Place please write to us with full details of the occurrence at Festival Place, Suite, 1st Floor, Paddington House Basingstoke, Hampshire, RG21 7LJ.

16. UPDATES TO THESE TERMS

We may amend these Terms from time to time at our discretion by written notice.

17. GOVERNING LAW

- a. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms are governed by the laws of England and Wales.

18. CONTACT

- a. The Car Park is operated by Festival Place. If you have queries about the parking scheme or these Terms please contact the Management Suite, 1st Floor, Paddington House Basingstoke, Hampshire, RG21 7LJ.