

These Terms and Tariffs are notified to you as a Harbour Club Member and are available from the Harbour Club and PPL.

By entering the car park you are agreeing that such access is subject entirely to these terms and conditions. If you are not happy with any of these terms and conditions then and in any event no longer than six hours after arriving you must exit the car park.

Use of the car park and any of the services provided from it will be deemed acceptance, in full, of these terms and conditions.

1. Our Liability for Loss or Damage to Property

- 1.1 None of the Manager, the Landlord nor any of their respective Representatives or Agents accept liability in respect of any damage to, or loss or theft of, or from any vehicles on the Car Park unless the same is proved to be caused by the negligence, wilful act or default or breach of statutory duty of either the Manager or the Landlord or any of their respective Representatives or Agents, or by the dishonesty of the Manager or Landlord or any of their respective Representatives or Agents.
- 1.2 The Landlord's and Manager's liability for the Customer's Vehicle is only as in 1.1 and only when it is being parked by the Manager's Representatives and only to a value that may be less than the value of the vehicle.
- 1.3 Subject only to liability in 1.1 the Landlord and Manager accept no liability when a Customer Vehicle has been parked by the Manager's Representatives and Customer's Vehicle keys retained.
- 1.4 The Customer authorises the Manager's Representatives to drive the Customer's Vehicle which they warrant to be roadworthy and legal on the Highway between the Landlord's Car Parks and to park it on the Highway as required.

2. Our Liability for Death or Personal Injury

Neither the Manager nor the Landlord nor any of their respective Representatives or Agents accept liability in respect of the death of or personal injury sustained by customers and others in the car park unless the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of either the Manager or the Landlord or any of their respective Representatives or Agents.

3. Complaints and Notification of Loss or Damage Procedure

- 3.1 Should you or your vehicle suffer damage or you cause damage or any harm to a person or to any property whilst in the Car Park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the Car Park you are required:
 - 3.1.1 before you leave the car park to inform a member of the Landlord's and / or Manager's staff of the occurrence and;
 - 3.1.2 in cases of theft and / or damage immediately to inform the Police;
 - 3.1.3 where issued and within 48 hours of receipt, to provide a police crime reference number in writing to the Landlord and the Manager at their respective offices; and
 - 3.1.4 to notify your insurers within 48 hours.
- 3.2 If you consider that you have a claim against the Manager, or the Landlord, or any of their respective Representatives or Agents you must ensure that within 48 hours of discovery of the loss or damage, you write to us providing full details of the occurrence. Full contact details are available upon request.
- 3.3 Failure to comply with the above procedure may prejudice your position.

4. Data Protection

- 4.1 The Manager is a Data Controller for the purposes of the Data Protection Laws.
- 4.2 In entering into the Car Park and by using the valet or cash services you accept that you will be providing the Manager with certain Personal Data, such as your name, contact details and car registration plate information.
- 4.3 The Manager collects and processes this data for the sole purposes of:
 - (a) providing you with the Car Park facilities;
 - (b) enforcing its contractual rights under this agreement, including the issuing of parking tickets, fines; and
 - (c) administering a CCTV system for the safety and security of the Car Park and to act as a deterrent to crime.
- 4.4 All Personal Data we hold will be held in accordance with our Privacy Policy (a copy of which can be found here: www.parking-partners.co.uk or is available upon request) and retained in accordance with our Data Retention Policy (a copy of which can be found here: www.parking-partners.co.uk, or is available upon request).
- 4.5 Unless you specifically consent to us doing so, we will not use any Personal Data we hold about you to market to you and we will not pass your data to any third parties to allow them to market to you.
- 4.6 In accordance with the purposes for which we are collecting and processing your Personal Data, as outlined in clause 4.3 above, we may pass your Personal Data to third parties to assist us in carrying out these purposes. This will include, if necessary, passing your details to third party debt collection agencies and passing your vehicle's registration details to third parties to assist us in identifying its owner and/or driver. We always ensure that any such third-party processes this Personal Data in accordance with the Data Protection Laws.
- 4.7 Under the Data Protection Laws you have a number of rights in respect of your Personal Data, including the right to be provided with copies of all Personal Data we hold about you. Full details of your rights, and how you can exercise them, together with the limits in exercising those rights, can be found here: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.
- 4.8 If you have any queries or concerns about how we are using your Personal Data, please make contact with the Manager, or its Representative, who will be happy to discuss it with you. You also have the right to complain directly to the Information Commissioner's Office if you believe we are not processing your Personal Data in accordance with the Data Protection Laws or our Privacy Notice.

5. Securing your Vehicle and Other Possessions

- 5.1 It is your responsibility to ensure that your vehicle, and any possessions within it, are secure. You must ensure that on leaving the vehicle;
 - 5.1.1 the vehicle and other possessions are secured and locked;
 - 5.1.2 all windows of vehicle are securely closed;
 - 5.1.3 in respect of convertible vehicles, the roof is fully up and securely locked;
 - 5.1.4 the brakes are applied as appropriate for the parking mode;
 - 5.1.5 if your vehicle is fitted with a steering or other locking device that it is engaged;
 - 5.1.6 no person or animal is left within your vehicle at any time; and
 - 5.1.7 all possessions are taken with you or securely locked in the boot and not visible from the exterior of the vehicle.
- 5.2 Where CCTV cameras are installed, they are used to assist in the proper running of the Car Park only (for example, to assist in ensuring that vehicles are parked in accordance with these Terms and Conditions). The CCTV cameras may also act as a deterrent to criminal activity. However, the Manager makes no promises or guarantees as to the extent of coverage provided by the cameras, whether they will be functional at all times and what use, if any, their footage may be in respect of assisting you in any claims you may wish to bring.

6. Safety in the Car Park

- 6.1 You must drive carefully in the Car Park. The speed limit is 5 miles per hour.
- 6.2 Children must not play in the Car Park and must not be left unaccompanied.
- 6.3 You must beware of other moving vehicles in the Car Park at all times.
- 6.4 You must comply with all directions and signs from time to time posted in the Car Park by the Manager, the Landlord or their respective Representatives or Agents and all instructions or requests given or made from time to time by the Manager, the Landlord or their respective Representatives or Agents for regulating traffic and controlling the positioning of vehicles within the Car Park.
- 6.5 You must ensure that animals are kept secured on a lead when outside a vehicle.
- 6.6 The riding of cycles, skateboards, skates, kick scooters, quad bikes (and all variants of these; whether these are human or otherwise powered) within the car park is strictly prohibited.

7. Tickets

- 7.1 All parking tickets are the property of the Manager or representatives.
- 7.2 Where a permitted car park stay has expired Customers shall become liable for the payment of fees and charges in accordance with the tariff and of Agents or Representatives Terms and Conditions from the time of expiry of the permitted stay in the Car Park. Such fees and charges will accumulate and must be paid in full by the Customer.

8. Tariff

Parking fees which the Manager or Agents or Representatives shall be entitled to levy shall be as displayed from time to time on the Board at the Car Park and as may be notified to Customers and can at the discretion of the Manager or of Agents or Representatives be altered at any time. Non-or delayed payment of tariffs will incur costs of recovery in addition to the tariff and interest at 2% over Bank base rate.

9. Moving and Re-Location of Vehicles

- 9.1 The Manager reserves the right to instruct its Representatives or Agents to move the vehicle within the Car Park (and including driving the same on roads and public highways outside of the Car Park where it is necessary so to do to exercise the rights you have agreed to in these terms) to such extent as the Manager, its Representatives or Agents may in their discretion think necessary to better meet their obligations, avoid obstruction or provide more efficient arrangement at or in the Car Park
- 9.2 The Manager additionally reserves the right, where the Car Park has to be closed, or has to be evacuated in cases of emergency or otherwise, to instruct its Representatives or Agents to remove any vehicle at any time to any other location as the Manager shall reasonably deem necessary and / or appropriate.
- 9.3 The Manager additionally reserves the right where vehicles have been parked otherwise than properly in a designated parking space to instruct its Representatives or Agents to issue a ticketed parking charge.
- 9.4 If requested to do so by the Manager, its Representatives or Agents you must leave the ignition, boot, doors and alarm keys to your vehicle with a person authorised by the Manager to hold such keys. We will hold such keys securely and will not give any third-party access to them.
- 9.5 The Manager reserves the right to instruct its Representatives or Agents to forcefully enter a vehicle in such manner as it deems necessary without being liable for damage caused to facilitate the exercise of the rights conferred herein and Clause 5 or 6 in particular or to reduce, or stop, any nuisance caused by the vehicle.

10. Compliance with Road Traffic Acts

- 10.1 All vehicles parked in the Car Park must be in possession of a current Vehicle Excise Duty (VED), be insured and be in possession of a current Ministry of Transport (MoT) certificate in compliance with the all relevant and applicable laws governing the use of vehicles on the road and private land.
- 10.2 It is the Customer's responsibility to ensure the Vehicle is roadworthy, taxed with a valid MOT and is properly insured and the Customer agrees to indemnify the Manager and its Representatives in respect of all claims, losses, damages, costs and expenses suffered by the Manager and its Representatives arising from any breach of this warranty including third party claims.

11. Prohibited Activities

- 11.1 No vehicle shall be towed into, or away from, the Car Park or enter otherwise than under its own mechanical power and no work on or repairs or maintenance to or washing or cleaning of vehicles by customers or their suppliers shall be done in the Car Park. In the event your vehicle has broken down and cannot be moved other than via towing or some other form of transport then you must first get permission from the Manager or the Manager's Representatives to do so and must follow all instructions issued by them in respect of the removal of the vehicle.
- 11.2 No activity in connection with the selling or disposal of the vehicle (for example, using the Car Park as a meeting point for the viewing and sale of a vehicle) shall be carried out in the Car Park.
- 11.3 No activity in connection with the hiring of vehicles shall be carried out in the Car Park, other than by the Manager or its Agents and strictly for the purpose of delivering Landlord approved services.
- 11.4 No vehicle shall obstruct any access or circulation areas within the Car Park.
- 11.5 No Customer shall do anything in the use of the Car Park which may be a nuisance or inconvenience to the Manager, the Landlord, any neighbours of the Car Park, or any other user of the Car Park.
- 11.8 All vehicles must be parked in the clearly designated parking spaces at all times. You must ensure that your vehicles is entirely within the car park space's white lines. If your vehicle is not parked within the car parks white lines, including where, for example, any part of the car is touching or overhanging any part of the white line, the Manager shall be entitled to move or re-locate the vehicle in accordance with clause 9.
- 11.9 No Customer shall park in a parking space clearly designated as being reserved for another individual or company.
- 11.10 No Customer shall deposit in the Car Park any rubbish, litter or refuse of any kind other than in proper receptacles provided for the purposes. Nor shall any shopping trolleys be left in the Car Park.
- 11.11 No Customer shall pour or transfer petrol or other fuels, or any car fluids or lubricants, anywhere in the Car Park.

12. Car Washing Valeting and Other Services

- 12.1 In booking any services with the Landlord or the Manager, be they a car wash or any other services, then the Landlord and the Manager shall accept no liability for the performance of those services. Should the Manager cause any damage to your vehicle in the provision of the services then this is a matter for you to take up with the Manager directly. In allowing any service providers to use the Car Park to provide their services the Landlord and the Manager are not making any promises or guarantees as to the quality, or suitability, of the service they provide and will not assume any liability for their actions.
- 12.2 In the event that the Manager is directly providing services then these Terms and Conditions shall apply to those services and please note the procedures under Clause 3 re Complaints and Damage.

- 14.3 In the event that any Terms and Conditions applicable to the car wash or other services conflict with these Terms and Conditions, these Terms and Conditions will apply where there is any conflict.

13. Vehicle Size:

- 13.1 You are required to observe all reasonable restrictions as shall from time to time be made by the Manager, its Representatives or Agents in respect of the height, length or width of vehicles to be parked in or allowed access to the Car Park. These will be clearly displayed on signs on the entrance to the Car Park. It is your responsibility to know the size of your vehicle and the Manager and Landlord accept no liability whatsoever for any damage that may be caused to your vehicle in the event that your vehicle is too large for the Car Park.
- 13.2 All Customers vehicles when entering the Car Park must abide by any height restriction notices and no roof racks, roof carrying cycle racks, top boxes and items carried on top of these or on top of vehicles shall exceed these height restrictions.

14. Definitions

- 14.1 "The Manager" shall mean Parking Partners (Management Services) Limited, known as (PPLMS) and also trading as PPL.
- 14.2 "Landlord" shall mean any person or body corporate holding a proprietary interest in the Car Park.
- 14.3 "Representatives" shall mean those directly employed by the "Manager" or "Landlord".
- 14.4 "Agents" shall mean those engaged by the "Manager" or "Landlord" to manage, supply or operate any products or services related to the operation of the Car Park.
- 14.5 "Vehicle" shall mean the vehicle which is received into the car park and shall include any mechanical or human or otherwise powered device or wheels or tracks its equipment and accessories.
- 14.6 "Customer" shall mean a person who may be in the Car Park or shall have entered into a contract with the Company for the parking of a vehicle at the Car Park or who is entitled to the use of a parking space under the terms of Membership or through direct invitation of the Landlord or Manager.
- 14.7 "Manager's Office" shall mean PPLMS, Audley House, Palace St, Victoria, London, SW1E 5HX.
- 14.8 "Car Park" shall mean Car Parks of The Harbour Club, Watermeadow Lane, London, SW6 2RW.
- 14.9 "Terms and Conditions" shall mean the contracted terms and conditions of use of the Car Park.
- 14.10 "Data Protection Laws" means any laws in force regarding data protection, including the General Data Protection Regulations and any UK law enacted to apply the General Data Protection Regulation into UK law.

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