

Standard Terms and Conditions for the purchase of season tickets

1. Introduction

1.1 We are PRECISE RETAIL NOMINEE 1 LIMITED and PRECISE RETAIL NOMINEE 2 LIMITED, companies registered in England and Wales under numbers Company No. 07962226 and Company No. 07962299

1.2 **Please read these terms and conditions carefully as they form the basis of the contract between us for the purchase and use of a Season Ticket. They do not affect your statutory rights.**

1.3 We may revise or update these terms and conditions at any time without notice. The current version of these terms and conditions can be found on our web site at www.stjohns-shopping.co.uk/parking.

2. Definitions and interpretation

In these terms and conditions:

2.1 unless the context otherwise requires, the following definitions apply:

"Car Park" means the St Johns Shopping Centre car park;

"Commencement Date" means the Commencement Date selected when purchasing this product;

"Contract" has the meaning given to that term in clause 6.2;

"Initial Parking Period" means the period commencing on the Commencement Date and ending on the Termination Date;

"Season Ticket" means a permit allowing you to park in the Car Park;

"Termination Date" means the Termination Date set out in item 5 of the Application Form;

"you" means the party referred to in item 3A or 3B of the Application Form;

2.2 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

2.3 any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

2.4 references to clauses are references to clauses of these terms and conditions; and

2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.

3. Dealings between you and us

3.1 These are the terms and conditions (as revised or updated from time to time in accordance with clause 1.3) upon which we are willing to provide you with Season Tickets and they will apply to all dealings between you and us in respect of each Season Ticket to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document).

4. Your status

4.1 By submitting an order for a Season Ticket you confirm that you are at least 18 years of age and are legally capable of entering into legally binding contracts.

5. Quotations

5.1 All quotations and offers we make to you about the provision of Season Tickets are subject to these terms and conditions.

5.2 All quotations and offers we make to you are made on an "invitation to treat" basis only. This means that we are not obliged to provide you with Season Tickets on the terms stated in the quotation or offer until, and only to the extent that, those terms are agreed as part of a binding contract. Please see clause 6.2 for details of how a binding contract is made between you and us.

6. Applying for a Season Ticket

6.1 To place an order with us for the purchase of a Season Ticket an application must be made via the parking webshop that can be found via www.stjohns-shopping.co.uk/parking

6.2 It is at the moment we accept your order that a contract is made between you and us for the purchase and use by you of the Season Ticket ("Contract"). Each Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which you may

purport to apply under any purchase order, confirmation of order or similar document).

6.3 All orders that you place and all confirmations of orders that we give are subject to the provisions of these terms and conditions. If there is any inconsistency between these terms and conditions and any order you place or confirmation we give then these terms and conditions shall prevail.

6.4 You may cancel or modify an order at any time before we accept it.

6.5 Subject to clauses 7, you may not cancel or modify an order that we have accepted.

6.6 All our Contracts are concluded in English. Depending on how you apply for a Season Ticket, it may be the case that the Contract for such Season Ticket will not be filed by us nor be accessible to you.

7. Term of your Season Ticket

7.1 Your Season Ticket shall commence on the Commencement Date and shall continue for the duration of the Initial Parking Period.

8. Your Season Ticket and your use of the Car Park

8.1 Your season ticket is digital and the entry media is your vehicle registration plate. If you are unable to gain access or exit with this method, please press the intercom button and a member of staff will check for a valid pass linked to your registration. If this is found, they will open the barrier for you.

8.2 Your Season Ticket permits you to park one vehicle in the Car Park at any one time. Once you have used your Season Ticket to remove a vehicle from the Car Park, you cannot use it to remove another vehicle.

8.3 Your Season Ticket does not guarantee that there will be a space for your vehicle in the Car Park.

9. You shall comply with all the terms and conditions that apply to your use of the Car Park as set out on any notices or signs at the Car Park.

10. Risk and ownership

10.1 We own all Season Tickets that you order from us. You will be entitled to use the Season Ticket for the sole purpose of parking your vehicle in the Car Park during the Initial Parking Period and each Monthly Renewal Period that you have paid for in full in accordance with these terms and conditions. The Season Ticket will be at your risk from the date on which we send or give it to you (as applicable).

11. Price

11.1 If you wish to purchase a Season Ticket, the price payable by you for the Season Ticket (including the price payable for the Initial Parking Period and the price payable for each Monthly Renewal Period) and any and all deposits, administration fees and delivery fees shall be as set out on our web site (as may be varied by us from time to time) or as otherwise notified by us to you. All prices quoted shall be inclusive of VAT.

11.2 If you are an existing Season Ticket holder, we may increase our prices from time to time with effect from the end of the Initial Parking Period. Each increase will apply from the start of the calendar month following the date on which we notify you of the increase. We will notify you by post or email of any price increases.

12. Our liability to you

12.1 The warranties and conditions stated in these terms and conditions are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these terms and conditions or any Contract whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.

12.2 Our liability to you is limited and we will only be liable to you as set out in this clause 12.12.

12.3 Nothing in these terms and conditions or any Contract shall limit our liability for any death or personal injury arising from our negligence or for any other liability which cannot be lawfully limited or excluded.

12.4 We shall be liable for direct loss of or damage to your property which arises as a result of our negligence.

12.5 In respect of these terms and conditions and each Contract, if you are contracting as a consumer we can accept no liability to you for

any of the following types of loss which you may suffer as a result of your use of your Season Ticket:

- (a) loss which was not foreseeable to you and us when we entered into the Contract (even if that loss results from our failure to comply with these terms and conditions or our negligence);
- (b) any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether those losses are the direct or indirect result of our default);
- (c) loss which you suffer other than as a result of our failure to comply with these terms and conditions or our negligence or breach of statutory duty.

12.6 In respect of these terms and conditions and each Contract, if you are contracting as a business we can accept no liability to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket:

- (a) loss of profit, which arises out of or in connection with the Contract;
- (b) indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused), which arises out of or in connection with the Contract; or
- (c) any liability incurred by you to any other person for any loss, claim for damages or awards howsoever arising.

12.7 Save as set out in clause 12.3, our maximum aggregate liability to you arising out of or in connection with these terms and conditions, whether in contract, tort, negligence or otherwise, shall in no event exceed £100.00.

12.8 Save as set out in clauses 12.3 and 12.4, our maximum aggregate liability to you arising out of or in connection with each Contract, whether in contract, tort, negligence or otherwise, shall in no event exceed £100.

13. **Assignment**

13.1 You must not assign, dispose of or delegate any of your rights or obligations under these terms and conditions or any Contract without our prior written consent.

13.2 Both you and we shall in all cases act as principal in respect of these terms and conditions and each Contract and will be responsible and liable for the acts and omissions of our respective employees and sub-contractors.

14. **General**

14.1 We will not be liable to you for any breach of our obligations under these terms and conditions or any Contract to the extent that the breach is due to circumstances beyond our reasonable control, which shall include, without limitation, wars, acts of terrorism, labour disputes, shortages of materials or labour and problems with our sub-contractors.

14.2 No third party (which term includes your end customers) shall have any rights under or in connection with these terms and conditions or any Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.3 If at any time any provision of these terms and conditions or any Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions or any Contract.

14.4 Any failure by us to enforce at any time any term or condition under these terms and conditions or any Contract shall not be considered a waiver of our right thereafter to enforce each and every term and condition of these terms and conditions and any Contract.

14.5 Any variation to a Contract will only be effective if the variation is recorded in writing and signed by an authorised representative of you and us. The variation will take effect from the date of last signature.

14.6 These terms and conditions, each Contract and all related non-contractual obligations are governed by and shall be construed in accordance with English law. If you are contracting as a business and you and we hereby submit to the exclusive jurisdiction of the English courts in respect of the same.

15. **Contacting us**

15.1 To contact us please use the online form at <https://stjohns-shopping.co.uk/getting-here/#contact-info>