

1) Terms & Condition Wording

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**

By entering this car park, you agree to be bound by these terms and conditions.

If you do not accept these terms and conditions, then you must leave this car park immediately in the vehicle in which you entered it ("your Vehicle"). If you leave this car park immediately in your Vehicle, you will not be charged a parking fee.

No variation to these terms and conditions will be binding unless our Company Secretary writes to you confirming the variation. In particular, nothing said or done by any of our employees is capable of varying these terms and conditions.

1 **Your responsibilities**

General

You must comply with all rules and notices displayed within this car park (including these terms and conditions) and any directions given to you by our staff.

You are responsible for:

- (a) your and your passengers' actions when using this car park.
- (b) the safety and security of your Vehicle and its contents.
- (c) your own and your passengers' safety and security; and
- (d) any damage to this car park caused by you, your passengers, your Vehicle or its contents (including any damage caused by oil or other substances which leak from your Vehicle).

Except as set out in paragraph 2 below, neither we nor our staff are liable for any loss, injury or damage sustained by you or your passengers or for any loss or damage to your Vehicle and its contents.

Safety and security

Please drive carefully when using this car park. In particular, watch out for stopping cars, pedestrians and children.

You should ensure that the windows of your Vehicle are closed, your Vehicle is locked, and any alarm activated before you leave your Vehicle. Please take all valuable items with you when you leave your Vehicle and don't leave anything on display.

Prohibited activities

You must not tow a vehicle, fill or discharge fuel tanks, work on or clean (or allow others to clean) your Vehicle in this car park, unless expressly authorised by us. You must not carry out any activity in this car park relating to the sale, lease or hire of your Vehicle.

2 **Our responsibilities and liability**

We are responsible for using reasonable care and skill when operating this car park. However, we are only liable to the extent set out in paragraphs 2(a) and 2(b) below and have no other liability to you.

- (a) We are liable for any death or personal injury caused by our negligence.
- (b) Subject to paragraph 2(a) above, to the extent permitted by law:
 - (i) we shall only be liable for losses incurred as a result of our failure to comply with these terms and conditions, or as a result of our negligence, which were reasonably foreseeable at the time you entered this car park; and
 - (ii) we shall not be liable for any loss of profit or any indirect or consequential loss or damage.

3 **Our car parks**

We operate different types of car parks that include the following: "Pay and Display", "Pay on Foot" and "Stay and Pay".

At our "Pay on Foot" car parks you obtain a ticket when entering the car park. On exit, you insert your ticket into the machine at the exit barrier or pay station and pay in accordance with the machine's instructions.

At some of our car parks you may be able to purchase season tickets, pay by mobile phone to pre-book your parking, or pre-pay for your parking. These payment options have different terms and conditions which can be found on our website www.stjohns-shopping.co.uk/parking or by calling **0151 709 0916**. Where any of these payment options are offered at one of our car parks this will be displayed at the car park.

4 **Parking fees**

The parking fees payable by you for using this car park (which we may vary from time to time) are displayed on a tariff board at this car park. You must pay the parking fee in accordance with these terms and conditions and any instructions displayed on the tariff board.

For car parks where we issue you with a ticket, if you lose or fail to present a ticket required to be presented upon leaving the car park, you will be charged the full 24-hourly fee rate for each 24-hour period or part thereof that your Vehicle remains in the car park.

5 **Parking requirements**

You must park within a marked bay and not park within a bay designated for a specific purpose when you are not entitled to do so (e.g., parking in an area marked "Reserved" if that area is not reserved for you or your Vehicle).

6 **Parking Contravention Notices**

If you do not comply with the requirements set out in paragraph 5 then we may issue you with a Parking Contravention Notice, which requires you to pay us a parking charge for your parking contravention.

Specific details as to the charges set out in Parking Contravention Notices are available in this car park and may also be obtained from our Customer Services department at www.secure-parking.co.uk. We issue such notices because your actions will prevent efficient management of this car park and are likely to lead to us suffering losses and additional expenses. The charges set out in the Parking Contravention Notice represent a genuine pre-estimate of the additional expense incurred by us as a result of your incorrect parking.

Payment to us in full of the charges set out in the Parking Contravention Notice is required within 30 days of the date we give you the notice. If full payment is received by us within 14 days, then the charges will be reduced in accordance with the provisions of the notice. Failure to pay the charges in full within 30 days may lead to us taking legal action against you.

If you think that we have wrongly given you a Parking Contravention Notice, then you may appeal by writing to the address for appeals stated in the Parking Contravention Notice. Further details of the appeal process can be found in the Parking Contravention Notice.

We may request from the DVLA your, or the registered keeper of your Vehicle's, details in order to take parking control and enforcement action in accordance with these terms and conditions and where we are entitled to do so. We may use automatic number plate recognition technology for such purposes. We will use your personal details only for the purpose of taking such actions.

7 **Our rights with respect to vehicles**

We may refuse admission of your Vehicle to this car park for any reason.

If you leave the keys to your Vehicle with us, we may deliver the Vehicle to any person who presents a valid ticket issued by us in respect of those keys and your Vehicle, or who produces other evidence of entitlement to your Vehicle which we believe to be satisfactory.

We or a lawful authority (such as the police or the local authority) may move your Vehicle where it is causing an obstruction or danger, in an emergency, or where we think it is necessary to help maintain safety.

We or a lawful authority may also move your Vehicle in other situations, immobilise your Vehicle or remove it from this car park (in each case) where we are permitted to do so by law – for example, where your Vehicle has been abandoned.