

## **Elevations Public Car Park, Brampton Road, Huntingdon** **Terms and Conditions of Use**

The Licensor is: Hinchingsbrooke Water Tower Limited a company incorporated with limited liability under the laws of England and whose registered office is at The Old Stables, 44 Dullingham Ley, Dullingham, Newmarket, Suffolk, CB8 9XG, company registration number 5629149 ('Licensor', 'we', 'our', 'ourselves', 'us')

The Licensee is any person who accepts these terms and conditions by licensing a parking space from us ('Licensee', 'you', 'your', 'yours' or 'yourselves')

### **1 Definitions**

These definitions apply unless the context of the agreement requires a different interpretation:

"Commencement Date"	means a date nominated by you which must be not less than 10 days from the later of: the date upon which you place your Order and the date on which you make your first payment.
"Month"	means a calendar month.
"Nominated Car Park"	means the car park which you notify to us as being the car park in which you intend to use your Season Ticket to park your vehicle.
"Order"	means an order for the purchase of a monthly, quarterly or an annual Season Ticket placed by you by submitting an application form by post or by providing information over the telephone to enable an application form to be completed on your behalf.
"Period"	means the period in respect of which you have made payment for your Season Ticket.
"Quarter"	means a period of three calendar months.
"Season Ticket"	means a permit allowing you to park your vehicle in any <a href="#">Hinchingsbrooke Water Tower Limited</a> owned or operated car park in the Nominated Car Park for the specified Period;
"Year"	means any twelve month period. "Annually" shall be construed accordingly;

The headings in this agreement are for convenience only and do not affect its interpretation.

### **2 Your warranties**

By placing an Order, you confirm that:

- 2.1 You are legally capable of entering into binding contracts;
- 2.2 You are at least 18 years old;
- 2.3 [You are resident in the UK.](#)

### **3 Your contract to park**

- 3.1 When you place an Order with us, whether by telephone or by post, you will be making an "offer" to us to purchase a Season Ticket. After placing your Order, you will receive an email from us acknowledging that we have received your Order. This does not mean that your Order has been accepted. We shall confirm our acceptance to you by dispatching your Season Ticket to your address. The contract between us will be formed only when we dispatch your Season Ticket.

3.2 If we are unable to offer you a Season Ticket for your Nominated Car Park, we will contact you to offer a suitable alternative and/or suggest that we place you on a waiting list for the chosen location, if such a list is available.

3.3 Green Zone Permits can only be purchased on an Annual basis. These permits are only valid within the perimeters of the Green Zone as identified by the attached map and on site in the Car Park. If you park with a Green Zone Permit but fail to park within this designated area you will be liable to pay a penalty.

#### **4 Consumer rights**

If you are contracting as a consumer, you may cancel a contract at any time within seven days, beginning the day after you received your Season Ticket. If you cancel your contract, you will receive a refund of the balance of the price paid by you for your Season Ticket. To cancel the contract, you must inform us in writing at Hinchingsbrooke Car Park, PO Box 226, Newmarket, CB8 1EZ and return the Season Ticket to us immediately, in the same condition in which you received it and at your own cost and risk. Please note that this right to a refund does not affect your statutory rights.

#### **5 Risk and title**

The Season Ticket will be at your risk from the date of dispatch. We shall retain ownership of the Season Ticket throughout the term of the contract and shall grant you a non-exclusive right for the duration of our contract to use the Season Ticket for the sole purpose of parking your vehicle in the Nominated Car Park. Your Season Ticket is personal to you and is non-transferable.

#### **6 Price and payment**

6.1 The price for the Season Tickets shall be as [quoted on site or verbally from the Head Office](#).

6.2 The price for the Season Tickets shall be inclusive of VAT, where applicable, and any costs associated with delivery of the Season Ticket to your address.

6.3 We may increase our Season Ticket prices from time to time. We will notify you in writing either by post or email if our prices will increase in respect of the following Period so you can decide whether to allow your contract to renew for a new Period. If you are paying by standing order and payment in respect of the following Period has already been taken, the price increase will not affect you, unless and until your contract with us renews for a further Period. If payment has not been taken in respect of the following Period you may either give us notice that you wish to cancel your contract in accordance with paragraph 9 or do nothing, in which case the payment taken in respect of any subsequent Period will be increased in line with our price increase.

6.4 We accept payment by credit and debit card ([Maestro, Visa and MasterCard](#)). Payments by credit card will attract a 2% administration charge. If you pay by cheque, we will dispatch to you your Season Ticket only once your cheque has cleared. We reserve the right to charge an administration charge of 2% for any payments made by cheque.

6.5 We do not normally issue invoices or receipts for payment (except in respect of your first payment to us for which we will provide you with a receipt). We will provide you with an invoice or receipt on request.

6.6 If you are paying monthly, your first payment to us shall be an amount pro-rata to cover the period from your Commencement Date to the first day of the subsequent Month plus a payment to cover the whole of the subsequent Month. Your contract with us will last until the end of that subsequent Month and will then renew automatically for further periods of one Month unless and until cancelled by you or us.

#### **7 Your season ticket**

Your Season Ticket will permit you to park one vehicle only in the Nominated Car Park at any one time. If you

are unable to produce your Season Ticket for any reason when exiting a car park, you will be charged at the prevailing daily tariff rate at the relevant car park for the full period of parking. Depending upon the type of car park at which you are parking your vehicle, you may need to take another ticket from the machine at the entry/exit point to the car park, to allow you access or egress. You will need to produce this ticket together with your Season Ticket to a car park attendant on exit to avoid having to make any additional payments.

## **8 Cancellation, refund policy and replacements**

- 8.1 The contract expires at the end of the Period.
- 8.2 If you wish to continue with a new contract you should contact us at least one Month before the date of expiry and make payment for a new Period. If you fail to do so, we may assume that you will allow the contract to expire. We may then accept a contract for the space you have occupied from some other person.
- 8.3 We may cancel the contract between us at any time on notice to you if you breach any of these Terms and Conditions or you misuse your Season Ticket in any way, such as for example, attempting to extract two vehicles from any one car park on the same Season Ticket.
- 8.4 If your Nominated Car Park closes for any reason and we are unable to offer, or you choose not to accept, any alternative car park suggested by us, we may cancel the contract between us. In such circumstance we will endeavour to give you **1 months'** notice or such notice as we are reasonably able to provide in the circumstance. In any event, we will refund to you your pro rata payment for the full unexpired balance of the Period.
- 8.5 If your Season Ticket is lost or stolen, then we will issue a replacement provided that you send your request for a replacement to us in writing at Hinchingsbrooke Car Park, PO Box 226, Newmarket, CB8 1EZ. We will issue a first replacement Season Ticket free of charge. If your replacement Season Ticket is lost or stolen, we will be entitled to charge a **£25** administration fee, which shall be payable to us at the time of the replacement request.

## **9 Our liability**

- 9.1 We will use reasonable skill and care in providing you with your Season Ticket and performing our other obligations under the contract. However, our responsibility to you is limited and we will only be liable to you as set out below. We will have no other liability to you.
- 9.2 We are not liable in any circumstances for loss of profit or other economic loss (direct or indirect), 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 for any liability incurred by you to any other person for any economic loss, claim for damages or awards whatever. Save as provided above where no limit on our liability will apply, our maximum aggregate liability to you arising out of or in connection with our contract, whether in contract, tort, negligence or otherwise, shall in no event exceed **£5000.00**.

## **10 Notices and service**

- 10.1 Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.
- 10.2 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.

## **11 Data protection**

You agree that information you provide to us in connection with this contract, may be processed in accordance with our privacy policy, details of which can be found on our website.

**12 Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**13 Agreement is divisible**

Each sub paragraph in this agreement is independent and severable from each other paragraph and therefore separately enforceable. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.

**14 Entire understanding**

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement.

**15 Dispute resolution**

In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

**16 Contracts (Rights of Third Parties)**

This agreement shall give no right to any third party under the Contracts (Rights of Third Parties) Act 1999.

**17 Jurisdiction**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.