

1. THE COMPANY'S LIABILITIES FOR LOSS OR DAMAGE TO PROPERTY

The Company, its servants and Agents do not accept liability in respect of any damage to, loss or theft of or from any Vehicle except to the extent that it is caused by the act or default, negligence or breach of statutory duty of the Company, its servants or Agents or the dishonesty of its servants or Agents.

2. THE COMPANY'S LIABILITIES FOR DEATH OR PERSONAL INJURY

Notwithstanding any other provision to the contrary in these terms and conditions, nothing herein shall be deemed to exclude or limit the liability of the Company, its servants and Agents in respect of death or personal injury caused by the Company's or its servant's or Agent's negligence.

3. CLAIMS AGAINST THE COMPANY

3.1 If your Vehicle is damaged whilst in the Car Park or is stolen or any of your possessions are stolen from it whilst it is in the Car Park you must:-

- 3.1.1. immediately inform a member of staff if one is available;
- 3.1.2. (in the case of theft) immediately inform the British Transport Police*: and
- 3.1.3. notify your insurer promptly.

*British Transport Police can be contacted via the station or by calling the telephone number below:

Tel: 0800 40 50 40

3.2. If you believe you have a claim against the Company, its servants or Agents for any reason you must ensure that you give written notice of this fact to the Company's Agent at the

following address:-

Meteor Parking Limited
PO Box 475
Sevenoaks
TN13 9JS

4. COMPLAINTS

If you have a complaint or would like to comment please write to the above address or email us at comments@londonmidlandparking.com

5. SECURING YOUR VEHICLE

You must ensure that before you leave the Car Park:

- 5.1. your Vehicle is securely locked;
- 5.2. all the windows of your Vehicle are securely locked;
- 5.3. your hand brake is applied as appropriate for the parking mode of your Vehicle;
- 5.4. if your Vehicle is fitted with a steering lock or similar device that it is engaged;
- 5.5. no person or animal is left within your Vehicle; and
- 5.6. any possessions are placed within your locked boot and are not visible from the exterior of your Vehicle.

6. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

Should you damage another Vehicle or any property within the Car Park you must report the matter immediately to the Company's Agent at the following address:-

Meteor Parking Limited
PO Box 475
Sevenoaks
TN13 9JS

and give :-

- details of the Car Park in which the damage was caused;
- the registration numbers of both Vehicles;
- your full name and address; and
- the name and address of your insurance company together with your policy number.

You may be required to make good, to the reasonable satisfaction of the Company any damage caused to the Car Park or to pay to the Company on demand the cost incurred by the Company in making good such damage.

7. SAFETY IN THE CAR PARK

- 7.1. You must drive carefully in the Car Park.
- 7.2. Children must not play in the Car Park and must not be left unaccompanied.
- 7.3. You must beware of other Vehicles in motion.
- 7.4. You must comply with all directions and signs from time to time posted by the Company, its servants or Agents in the Car Park and all instructions or requests given or made from time to time by any duly authorised employees, servants or Agents of the Company for regulating traffic and controlling the positioning of Vehicles within the Car Park.
- 7.5. You must ensure that animals are kept secured on a lead when outside a Vehicle.

8. TICKETS

The ticket issued is valid only for the Vehicle in respect of which it is issued. A ticket does not entitle you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. All tickets are the property of the Company, or as appropriate, its Agents. Please ensure your ticket is displayed in a prominent position in your Vehicle whilst parked (daily/weekly e-tickets and Pay by Mobile payments are not required to be displayed but must be purchased within 30 minutes of parking). If you fail to do so the Company and/or its Agents will rely on their rights contained in condition 14.

9. AGENCY

Every person who enters into a contract with the Company for the parking of a Vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of himself and all other persons having any proprietary, possessory or other financial material interest in the Vehicle and its Contents.

10. MOVING AND RE-LOCATING VEHICLES

- 10.1. Where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise, the Company, its servants or Agents may remove any Vehicles at any time to any other location as the Company, its servants or Agents shall reasonably deem appropriate.
- 10.2. To the extent that it may be necessary to do so in the exercise of rights conferred upon the Company, its servants or Agents at law or in these terms and conditions, the Company, its servants or Agents shall have the right to drive or otherwise take any Vehicle on the roads or tow it away.

10.3. The Company, its servants and Agents reserve the right to enter a Vehicle (and to use force if necessary) in such a manner as they deem necessary without being liable for damage caused to facilitate the exercise of the rights conferred on the Company, its servants and Agents in these terms and conditions or to abate any nuisance caused by the Vehicle.

11. SEASON PERMITS

11.1. All season permits are issued subject to these terms and conditions together with such additional terms and conditions which the Company or its Agents shall from time to time apply.

11.2. In the event of any inconsistency between these terms and conditions and any additional terms and conditions these terms and conditions shall prevail.

11.3. Subject only to the provisions of condition 12 the issue of a season permit does not guarantee the holder a parking space or any particular parking space or to priority over other users of the Car Park.

12. RESTRICTED PARKING - SEASON PERMIT

12.1. If any area of this Car Park is designated exclusively for use by season permit holders or for exclusive use by season permit holders during specified hours a notice to this effect will be displayed.

12.2. Failure to observe any notice will result in enforcement action being taken pursuant to condition 14.

12.3. Daily and weekly ticket holders cannot park in this area.

TARIFF

13.1. Parking fees which the Company shall be entitled to levy shall be displayed from time to time on the Signage at the Car Park and can at the discretion of the Company, its servants or Agents be altered at any time.

13.2. In the event of any pay and display machine failure, the Company, its servants or Agents reserve the right to collect the parking fees either on arrival or at the exit of the Car Park as Vehicles leave.

14. ENFORCEMENT

Where you park your Vehicle in breach of these terms and conditions the Company or its Agents may (in its/their absolute discretion) either:-

14.1. Apply a Parking Charge Notice.

A Parking Charge Notice may be attached to your Vehicle, or handed to you, or sent to the registered address of the Vehicle.

The Parking Charge Notice will specify:-

- the sum you are required to pay
- the time within which payment must be made
- the address to which payment must be sent

The Parking Charge Notice 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 Parking Charge Notice together with costs, interest and any other sums legally recoverable; and/or

14.2. Apply a wheel clamp to your Vehicle.

The Company, its servants and Agents adhere to the British Parking Association's Code of Practice for the clamping of Vehicles.

Where your Vehicle is clamped notices will be displayed in the Car Park giving a contact telephone number and also specifying a fee to be paid by you for the removal of the wheel clamp. On payment of the sum the clamp will be removed as soon as reasonably practicable; and/or

14.3. Remove your Vehicle

Where your Vehicle has been removed there will be notices displayed in the Car Park giving a contact telephone number and also specifying the sum to be paid by you before your Vehicle is released.

14.4. All or any of the above enforcement actions may be applied in relation to any of the following:-

- parking on a double yellow line
- parking other than in a designated parking bay
- parking in a time restricted waiting area and being in excess of the allowed time
- parking in a blue badge holders bay without displaying the required ticket
- being parked other than in a single designated parking bay
- parking in any area restricted for use by season ticket holders without displaying a valid season permit.

- failing to purchase and/or display a valid ticket voucher or permit
- failing to observe any Vehicle size restrictions displayed at the Car Park
- being otherwise in breach of these terms and conditions of parking

14.5. Where you take any action or omit to take any action in relation to the use of the Car Park and/or your Vehicle, the company reserves the right to take any action it considers appropriate in accordance with railway byelaws in addition to any other action the company may take in accordance with this condition 14.

14.6. These terms and conditions are in addition to and without prejudice to any other legal rights and/or remedies of whatsoever nature that the company may have against you in relation to your Vehicle and/or the use of the Car Parks.

15. APPEALING AGAINST ENFORCEMENT ACTION

15.1 Should you wish to appeal against any cost incurred in relation to a Parking Charge Notice you must ensure that you give written notice to the Company's agent at the following address within 7 days :-

Meteor Parking Limited

PO Box 475

Sevenoaks

TN13 9JS

e-mail: appeals.lm@londonmidlandparking.com

15.2. It is the Company's policy to enforce all costs incurred in respect of condition and it is therefore recommended that you make payment promptly.

15.3. Details of the appeal procedure are available from the address or telephone number referred to above. Please note however that even where you appeal you must nevertheless make payment of any sums due. Where the Company, its servants or Agents resolve that your appeal is successful a sum may be deducted from any sums paid by you to cover administration expenses and the balance will be sent to you.

16. PROHIBITED ACTIVITIES

16.1. No Vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of Vehicles by customers or their Agents shall be done in the Car Park.

16.2. No activity in connection with the selling, hiring or other disposal of the Vehicle shall be carried out in the Car Park.

16.3. No Vehicle shall obstruct any access or circulation area within the Car Park.

16.4. No Vehicle shall park other than within the spaces designated for parking.

16.5. No person shall do anything in the use of the Car Park that may be a nuisance or inconvenience to the Company, its servants or Agents or any other user of the Car Park.

16.6. No Vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park.

16.7. No Vehicle shall be parked so as to take up more than one space designed for parking.

16.8. No person shall do any act or thing which may render invalid or void any policy of insurance effected in respect of the Car Park.

16.9. No person shall park in spaces designated as being reserved for another individual or Company.

16.10. No person shall deposit any rubbish, litter or refuse of any kind in the Car Park, other than in proper receptacles provided for the purpose.

16.11. No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any Vehicle.

17. VEHICLE SIZE

You are required to observe all reasonable restrictions as shall from time to time be made by the Company, its servants or Agents in respect of the height, length or width of Vehicles to be parked in or allowed access to the Car Park.

18. DEFINITIONS

In these conditions:-

‘Car Park’ means any car park in which these terms and conditions are displayed or to which the Company, its servants or Agents notify you that these terms and conditions apply.

‘the Company’ means London Midland, its successors in title and assigns.

‘Vehicle’ means any vehicle, which is received into the Car Park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

Reference to ‘Agents’ shall be deemed to include Meteor Parking Limited, its successors in title and assigns.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS WILL RESULT IN THE ISSUE OF A Parking Charge Notice of £90.