NRP PUBLIC CAR PARK

TERMS AND CONDITIONS

These Terms and Conditions set out the terms of your access to and use of the NRP Public Car Park. Please read these Terms and Conditions before you use the NRP Public Car Park. If you choose to use the NRP Public Car Park you will be required to comply with these Terms and Conditions and a contract will be formed between you and the Company each time you use the NRP Public Car Park (If you do not accept these Terms and Conditions please do not use the NRP Public Car Park and promptly exit NRP Public Car Park immediately).

1. DEFINITIONS

When the following words are used in these terms and conditions (the "terms"), this is what they will mean:

1.1 "you" or "your" is a reference to any person or corporate entity which brings a Vehicle into the Car Park or a pedestrian passing onto the surrounding land of, or through the Car Park.

1.2 "Company" means NRP Car Parking Ltd, Company number 10694401, the operator of the Car Park. In this document "we", "us" and "our" is a reference to the Company. The Company also includes our employees and agents acting on our behalf.

1.3 "Car Park" means the NRP Public Car Park accessed from Rosalind Franklin Road, operated and managed by NRP Car Parking Ltd and Sonata Security Limited and designed for parking vehicles.

1.4 "ANPR Equipment" means an automatic number plate recognition system used to record the time of entry and exit of Vehicles to and from the Car Park and a Vehicle's registration number.

1.5 "Vehicle" means any motor vehicle or electric vehicle, including motorcycles and including any equipment, attachments or accessories to that vehicle, which is brought into the Car Park.

1.6 "Parking Charge" means a charge resulting from the breach of any of these Terms and Conditions.

1.7 "Parking Charge Notice" means a document setting out the Parking Charge due, and for the reason for the charge.

1.8 "Parking Event" or "stay" means a single occasion of a vehicle arriving, entering and leaving the Car Park.

1.9 "Parking Tariff" means the fee(s) payable calculated by applying the duration of the Parking Event to the Standard Parking Tariff.

1.10 "Standard Parking Tariff" means the fee(s) payable for using the Car Park for a single Parking Event as displayed on the signs at the Car Park and published on the Website. The duration of the Parking Event for the purpose of charging is the time of entry into the Car Park up to and including the time of payment at the kiosk or exit barrier. The standard parking tariff is notified to the user before entering the Car Park.

1.11 "Website" means our website www.nrpcarpark.co.uk

1.12 "CCTV" means 'closed-circuit television', where cameras are used by the Customer Service Team to view activity within the Car Park at all times and to record archive footage for later reference.

1.13 "Abandoned Vehicle" means a vehicle which has been parked in the Car Park for a length of 5 days or longer.

2. THE CAR PARK

2.1 The Car Park is on private land and is operated by the Company that complies to standards set out by the British Parking Association.

2.2 The Car Park is open to the public 24 hours a day, seven days a week, 365 days a year and including Bank Holidays.

2.3 The barriers to the Car Park will not lift if there are no spaces available.

2.4 Electric charger points are available in the Car Park. Payment is required for the electricity used at the Electric charger points. Fees are stated is at the charging terminal.

2.5 You are not permitted to use the Car Park to drop-off or pick-up passengers unless you pay the Parking Tariff.

2.6 We reserve the right to refuse admission to the Car Park at our discretion.

3. TARRIFF AND PAYMENT

3.1 You will be required to pay the Parking Tariff for the full duration of your stay at the Car Park (including but not limited to any period whilst your Vehicle is broken down). Payment tariffs are displayed on signs and on the website.

3.2 You must pay the Parking Tariff at any of the pay machines on the ground floor before you exit the Car Park or pay at the exit barrier using your payment card or smart phone.

3.3 You have 20 minutes from the time you pay the Parking Tariff to allow you to return to your Vehicle and exit the Car Park;

3.4 If you try and exit the Car Park without the full payment of the Parking Tariff, we may, in our discretion, allow you to exit the Car Park and give you a further 24 hours to pay the outstanding amount before we issue a Parking Charge Notice. This will not prevent us from issuing a Parking Charge Notice for any under-payment or non-payment of the Parking Tariff.

3.5 ANPR - the system will recognise your vehicle's movements in and out of the car park by ANPR technology and monitoring your vehicle's registration number. The barriers will only raise to allow you to exit, once it recognises you have paid your parking tariff.

4. YOUR OBLIGATIONS AND RESPONSIBILITIES

General Obligations

You must:

4.1.1 drive carefully and safely, not exceeding the 5MPH speed limit indicated;

4.1.2 be aware and courteous to other users of the Car Park;

4.1.3 give priority to pedestrians at all times;

4.14 obey the signage in the Car Park;

4.1.5 only park within the lines of a marked parking bay;

4.1.6 use normal car parking spaces as a motorcyclist - there are no designated motorcycle parking spaces in the Car Park

4.1.7 not park in non-designated parking areas (including no parking on yellow lines or in any area with hatched markings);

4.1.8 use the lifts and stairs provided when on foot;

4.1.9 use the identified walkways and the pedestrian crossings wherever possible as these provide clearly defined routes to the central lift core and stairs; and

4.1.10 comply with any lawful instructions or requests made by members of staff of the Company.

4.1.11 in event of the fire alarm sounding, exit the Car Park immediately via your closest exit on foot, or if you are already in your vehicle, please carefully drive directly to the exit barrier.

4.1.12 secure your vehicle; We accept no liability for any loss or theft of items from your vehicle by a third party. When leaving your vehicle, please ensure that it is locked and that all windows and doors are fully closed. Valuables and personal belongings should be removed from the vehicle wherever possible. If this is not practicable, items should be placed out of sight, for example, locked securely in the boot.

4.1.13 ensure that no persons or animals are locked in your Vehicle whilst parked.

4.3 if your car or possessions are stolen or damaged or you are hurt, immediately inform a member of staff. The Customer Service Reception is on the ground floor. If there is no-one in attendance ring 01603 570886 for assistance or send an email to support@nrpcarpark.co.uk. In the case of serious injury/accident ring 111 or 999 for the emergency services.

4.4 in the case of theft, report it to a member of staff at the car park and to the police and obtain a crime reference number.

4.5 If you damage another vehicle or part of the Car Park, report the incident to a member of staff. The Customer Service is on the ground floor. If there is no-one in attendance ring 01603 570886 for assistance or send an email to support@nrpcarpark.co.uk

4.5.1 You must notify the owner(s) of the other vehicle(s). Leave a note on the windscreen leaving details of the incident and your contact details.

4.5.2 If you damage the Car Park, any equipment in the Car Park or another Vehicle in the Car Park, you will be responsible to pay all costs and expenses resulting from such damage, including (but not limited to) all repair and administration expenses incurred by us.

4.5.3 We may ask you to remain in the Car Park whilst we investigate any incident (for example, alleged damage caused to the Car Park or another customer's vehicle). You will not be charged for any additional time that we ask you to wait in the Car Park from the time asked.

4.6 if your vehicle is found to be leaking oil or other fluids and this results in damage to, or contamination of, the Car Park, you will be required to have the issue repaired before your next visit. If the same vehicle is found to be leaking on subsequent visits, we reserve the right to refuse access to the Car Park until satisfactory repairs have been carried out.

4.7 Should you become aware of any damage caused by someone else, broken equipment (e.g. lights not working, lift out of service), spillage on the floor, inappropriate behaviour etc. then report the incident to a member of staff or at the Customer Service Reception on the ground floor or by sending an email to support@nrpcarpark.co.uk.

5. PROHIBITED ACTIVITIES

You must not:

5.1.1 park a Vehicle in a space that would exceed the height limit;

5.1.2 refuel a Vehicle in the Car Park under any circumstances unless prior agreement has been obtained from us by contacting a member of staff at Customer Service Reception. Consent is entirely discretionary and if given it is a requirement that a member of staff is present and the refuelling is carried out by an appropriate breakdown service;

5.1.3 repair a Vehicle in the Car Park other than by the attendance of a pre-agreed breakdown service (which can be arranged by contacting a member of staff at Customer Service Reception). The breakdown vehicle will not be required to pay the Parking Tariff when attending a pre-arranged visit;

5.1.4 allow any person to valet your Vehicle in the Car Park other than any valet operator authorised by us; or

5.1.5 hire vehicles or provide goods or services from the Car Park or your Vehicle.

5.1.6 smoke and vape within the Car Park – this is forbidden within the car park and the surrounding area of the Car Park;

5.1.7 undertake any anti-social behaviour in the Car Park – this will not be accepted. This includes (but not limited to) drinking alcohol, taking or dealing drugs with illegal substances, fighting and/or loitering. Car Parks are for the sole purpose of parking vehicles. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

5.1.8 take any photographs or film within the car park without written consent.

5.1.9 sleep overnight in the Car Park or in a vehicle parked in the Car Park.

5.1.10 leave a vehicle in the Car Park for any other purpose other than temporary parking.

6. OUR RESPONSIBILITIES TO YOU

6.1 We will operate the Car Park with reasonable skill and care. However, we cannot guarantee your security or the security of your Vehicle or your possessions.

6.2 The Car Park is open to the general public. We are unable to guarantee that members of the general public will not enter the Car Park and cause damage to property and/or engage in criminal activity. Therefore, you park a Vehicle in the Car Park at your own risk.

6.3 If you believe you have a claim against us please contact us using the details set out at the end of these Terms and Conditions.

7. PARKING CONTRAVENTIONS

7.1 A parking contravention occurs when you fail to comply with these Terms and Conditions.

7.2 If you do not comply with these Terms and Conditions then there is a breach of contract and at this point and we have the ability to issue you a Parking Charge. We will give you (by sending or attaching to your Vehicle) a Parking Charge Notice setting out the Parking Charge. The Parking Charge reflects the cost to us resulting from your breach and is payable in addition to the Parking Tariff payable by you in accordance with paragraph 3 above.

7.3 If we are unable to attach a Parking Charge Notice to your Vehicle when it is in the Car Park, we may request from the DVLA your details (or the details of the Vehicle's owner) in order for us to issue the Parking Charge Notice.

7.4 The Parking Charge and Parking Charge Notice process will be carried out by us or an agent acting on our behalf.

7.5 If you do not pay the Parking Charge within 28 days of issuing the Parking Charge Notice, we may request from the DVLA your details (or the details of the Vehicle's owner) in order to take steps to ensure payment by you of the Parking Charge.

7.6 If you consider that a Parking Charge Notice has been issued incorrectly, full details of the steps to appeal against it are clearly set out in the Parking Charge Notice.

8. RELOCATION OF YOUR VEHICLE

8.1 We reserve the right to move your Vehicle in the Car Park using any available method if:

8.1.1 We believe it is reasonably necessary for the safe operation of the Car Park or for the safety of people or property;

8.1.2 your Vehicle is parked in breach of these Terms and Conditions or is causing and obstruction. This right extends to moving your Vehicle to the public highway if we consider it appropriate.

9. ABANDONED VEHICLES AND UNPAID CHARGES

9.1 Identification of Abandoned Vehicles
We reserve the right to determine that a vehicle has been abandoned if, without prior notice or authorisation, it:

(a) has been left in the car park continuously for more than 28 days;
(b) appears to be unroadworthy, in a significant state of disrepair, or incapable of being driven;
(c) is not displaying valid vehicle registration details; or
(d) is accruing unpaid parking charges without response or contact from the registered keeper.

9.2 Notification and Action
If we reasonably believe a vehicle has been abandoned, we will take reasonable steps to identify and contact the registered keeper or legal owner via the local authorities. This may include issuing written notice, displayed on the vehicle or sent to the last known registered address, advising of the intent to remove or dispose of the vehicle unless it is claimed and any outstanding charges are paid within 14 days.

9.3 Removal and Disposal
If no response is received within the notice period, the local authority reserve the right to remove and store the vehicle in accordance with our rights under the Torts (Interference with Goods) Act 1977. After taking reasonable steps to trace the owner and allowing the statutory period for collection to expire, the local authority may dispose of the vehicle (including by sale or destruction) and recover from the proceeds any reasonable costs incurred, including storage, removal, notice issuance, and outstanding parking fees.

9.4 Recovery of Costs
Where disposal proceeds are insufficient to cover the costs associated with the removal, storage, disposal, and unpaid fees, we reserve the right to pursue the registered keeper or legal owner for the outstanding balance as a civil debt.

9.5 Liability
We accept no liability for any loss or damage to vehicles removed or disposed of under this clause, provided we have acted in accordance with applicable legislation and these terms.

10. CCTV AND ANPR EQUIPMENT

10.1 We use CCTV cameras in the Car Park for the purposes of crime prevention and the safety of Car Park customers. We use the ANPR Equipment to establish when your Vehicle enters and exits the Car Park.

10.2 The ANPR Equipment is set to record only images of your Vehicle's registration number. However, it is possible that the ANPR Equipment may also record images of you or any passengers in your Vehicle.

10.3 By using the Car Park, you consent to us using CCTV cameras and the ANPR Equipment as described in this paragraph 10, and you confirm that any passengers in your Vehicle also consent. Further information about your rights can be obtained by contacting us using the details in paragraph 14. If you do not agree to our use of CCTV or the ANPR Equipment you cannot use the Car Park.

10.4 It may be necessary (particularly during the Winter months) for NRP Car Park staff to clean the vehicle registration plates of customers' Vehicles whilst they are parked, to enable them to be read correctly by the ANPR equipment. By using the Car Park, you authorise us to clean your Vehicle registration plate.

11. HOW WE DEAL WITH REFUNDS

11.1 We will make a refund to you in the following circumstances:

- If we have incorrectly calculated an amount charged to you.

11.2 We will normally refund money by BACS transfer unless you request otherwise. You will need to provide the following information:

- The name of your Bank Account
- The Sort Code.
- Your Account Number.

12. VARIATION OF TERMS AND CONDITIONS

We may from time to time change these Terms and Conditions, for example, to comply with law or to address issues that are impacting on the operation of the Car Park and/or our customers. Please make sure that you regularly read these Terms and Conditions prior to parking at the Car Park in case there have been any changes.

13. GENERAL ENQUIRIES AND COMPLAINTS

In the first instance please speak to a member of staff in Customer Service Reception on the ground floor.

Alternatively, you may contact us: In writing to; Sonata Security, Horizon House, Frensham Road, Norwich, NR3 2BT.

By email to: support@nrpcarpark.co.uk By telephone: 01603 570886.

14. APPLICABLE LAW

14.1 If you are a consumer these Terms and Conditions are governed by the law of England and Wales and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. If you are resident in Scotland you may also bring proceedings in Scotland and if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland.

14.2 If you are a business user these Terms and Conditions (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).

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