



VICAR LANE SHOPPING CENTRE CHESTERFIELD TERMS AND CONDITIONS OF USE THE CAR PARK

Customers of the car park should make themselves aware of the following terms of contract for use of this car park

1. The Company

Customers are advised that this car park is private property in the management of **Savills Commercial Property Management, Savills, Belvedere , 12 Booth Street , Manchester, M2 4AW** thereafter referred to as the “Managing Agent”

(a) The “Managing Agent” offers no warranty or indemnity as to the protection or safety of vehicles left in the car parking premises or any goods left within the vehicles and owners of vehicles are reminded that their own policies of insurance must be utilised in order to make any claim if such loss or damage occurs while the vehicle is parked in the car park.

(b) The “Managing Agent” and their servants or agents will not be liable for the safety of any vehicle, its contents or otherwise provided by law and no servant or agent has authority to accept any liability on behalf of the “Managing Agent”

(c) Customers shall keep vehicles properly secured at all times.

(d) Valuable goods are left in the vehicle at the owner’s risk.

2. The Vehicle

(a) 'Vehicle' shall mean any vehicle entering the Car Park and shall include any mechanical or electric means of transport including accessories and anything attached to it or left in it or on it.

3. The Centre Manager

(a) 'Centre Manager' shall mean the "Managing Agent" Shopping Centre Manager whose office is at 21 Steeple Gate, hesterfield, S40 1PY.

4. Courtesy to Other Customers

Should you damage another customer's vehicle, you are requested to report the matter immediately to a member of our staff.

5. Safety in the Car Park

Please drive carefully and slowly in the car park and obey the directional and other signs.

6. Tickets

(a) The ticket issued is available only for the vehicle in respect of which it is issued.

(b) A ticket including a season ticket does not entitle the customer 'unless otherwise specified' to any particular space in the car park or priority over other customers.

(c) Customers who cannot produce their parking ticket on departure will be charged from 08.00 hrs to the time of departure as per the normal tariff – displayed on the tariff board.

7. Tariff

(a) The car park is normally open 10 hours a day, 7 days a week.

(b) All parking charges are as displayed at the entrance to the Car Park and within the Car Park

(c) An hourly tariff applies from 08:00 hrs to 17:30 hrs Monday to Saturday, 09:00 hrs to 16:30 hours Sunday and Bank Holidays

8. Agency

(a) The "Managing Agent" reserve the right to close the Car Park at any time, should it prove necessary or expedient to do so. They also reserve the right to refuse admission to any person or vehicle.

9. Moving and Relocation of Vehicles

(a) The Company reserve the right to move vehicles within the car park, by driving or

otherwise, to such extent as necessary to avoid obstruction for the more efficient arrangement of its parking facilities at the car park.

(b) The “Managing Agent” additionally reserves the right, 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 for maintenance and/or other works to be undertaken, to remove any vehicle at any time to any other reasonably convenient car park within the control of the company or otherwise as may be expedient.

(c) To the extent that it may be necessary to do so in the exercise of the rights conferred upon the “Managing Agent” under this condition, the “Managing Agent”, its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.

10. Liens and Disposal of Abandoned Vehicles

(a) Every vehicle in the car park is subject to a lien for all charges, due or accruing and due from the customer to the Company and the Company reserves the right to refuse to release any vehicle until those charges have been paid.

(b) Customers who intend leaving their vehicle in the car park for more than the advertised opening hours are strongly recommended to notify the company and the reason why as 24 hour parking is not a service carried out in this car park.

(c) The “Managing Agent” reserves the right to sell any vehicle which it reasonably believes to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the car park more than 28 days without prior notification and which is known to be covered by a current valid season ticket.

(d) Before proceeding with the disposal of abandoned vehicles, the “Managing Agent” will:

(i) make reasonable enquiries with a view to identifying and contacting the registered keeper of the vehicle in question.

(ii) give 28 days’ notice of its intention to do so to the registered keeper by post addressed to the registered keeper’s last known address.

(e) Abandoned vehicles will be sold by auction wherever practicable and the proceeds of sale will be applied in and towards satisfaction of sums owing to the “Managing Agent” by the customer together with the expense of sale and in connection with such sale the “Managing Agent” shall be entitled to charge reasonable garage charges in respect of the period during which the vehicles in the possession of the “Managing Agent”.

(f) Any balance of these sales proceeds remaining after satisfaction of such sums shall be held by the “Managing Agent” on behalf of the registered keeper of the vehicle and paid over

on proof of entitlement provided such proof has been produced within three months of the sale otherwise the entitlement shall be lost.

11. Prohibited Activities

(a) No vehicle shall be towed into the car park and no work on or cleaning of vehicles by customers or their agents is permitted in the car park save that breakdown recovery vehicles shall be entitled access to repair vehicles after they have notified the “Managing Agent” of a request for such access.

(b) No activity in connection with the selling, hiring or other disposal of vehicles shall be carried out in the car park.

(c) Any ticket issued is for private use only and the use of any ticket for commercial purposes or for sale or monetary reward (whether by or for the user of such ticket) is strictly prohibited. The “Managing Agent” reserves the right to cancel any ticket without being liable for any refund and/or to prohibit use of the car park in relation to any person who is known or reasonably believed to be using the ticket in contravention of this clause.

(d) No charging or discharging of fuel tanks shall be undertaken in the Car Park or in the access or exit roadways.

12. Variation of the Terms and Conditions

No Person has any authority to vary or alter these terms and conditions unless such variation is in writing under the hand of “Managing Agent” secretary or a director of the Company.

13. Refunds

(a) The “Managing Agent” does not issue refunds. However, in exceptional circumstances such as bereavement and on medical grounds, a refund may be made in such circumstances.

Any Customer having entered the Car Park who does not wish to abide by the above terms may use the ticket to exit from the Car Park forthwith, without incurring any fee.

(b) Persons who lose their tickets, paying for a full day, may be entitled to a refund of the difference if the original entry ticket can be produced with a receipt at a later date

**Leaving without paying for the service provided will
be treated as a civil matter by Derbyshire Police**