

THESE ARE THE TERMS AND CONDITIONS FOR THE USE OF CAR PARKING FACILITIES AT **CABOT CIRCUS BRISTOL**. CUSTOMERS ARE REQUESTED TO READ CAREFULLY THE TERMS AND CONDITIONS OF ENTRY TO AND USE OF THIS CAR PARK AND TO FOLLOW WHERE APPLICABLE THE PROCEDURES RECOMMENDED, A COPY OF THESE TERMS AND CONDITIONS ARE AVAILABLE IN THE CAR PARK OFFICE ON LEVEL 3.

## **1. THE COMPANY'S LIABILITIES**

Customers are advised that this car park is private property in the ownership of "**BRISTOL ALLIANCE**" (referred to hereafter as "the company"). It is available for use by members of the public who act in accordance with the company's terms and conditions set out below. The company has the right to exclude members of the public from using the car park and will exercise such exclusion rights in relation to persons who are causing any damage to property, causing a breach of the peace, causing unruly behaviour or misbehaving in any way and additionally in relation to persons who have no cause to be present on the car parking premises.

The company 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, 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 parking area.

Accordingly:

- (a) the company its servants and agents accepts no liability in respect of any loss, destruction, damage or theft of or from the vehicle or the contents of the vehicle save and to the extent where the same is proved by a court of competent jurisdiction in England to be caused by the negligence, wilful act or default or breach of statutory duty of the company its servants or agents, and
- (b) the company its servants and agents accepts no liability in respect of the death of or personal injury sustained by customers and others in the car park save and to the extent where the same is proved by a court of competent jurisdiction in England to be caused by the negligence, wilful default or breach of statutory duty of the company its servants or agents.

## **2. COMPLAINTS PROCEDURE**

Should your vehicle suffer damage or destruction whilst in the car park, or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the car park, you are requested:

- (a) immediately to inform a member of our staff of the occurrence, which shall be in the first instance a car park operative/car park security officer, in the absence of an attendant, go to anyone of our help points or to one of our pay machines and press the telephone icon for assistance.
- (b) in cases of theft, immediately inform the Police.
- (c) to notify your insurers promptly.

## **3. SEASON TICKET CUSTOMERS**

We have a limited amount of 400 season tickets available each month/year. Please note, that the purchase of one or more of our season tickets does not guarantee a parking space at any time of day, and if there is a queue to enter the car park, your season ticket doesn't give you a fast track or priority into the car park or any available spaces. These Terms and Conditions set out the terms on which we will supply to you a Season Ticket.

By placing an order for a Season Ticket, you agree to be bound by these Terms and Conditions (A full copy of our terms and conditions are available from our Car park office). We recommend that you retain a copy of these Terms and Conditions in a safe place, as they are your record of the contract between us.

We are always happy to assist where we can, and to take on board any comments which you might have. If you have a general comment or query, please contact our car park manager by telephone (01179529331) or by email [customerservices@cabotcircus.com](mailto:customerservices@cabotcircus.com).

By making this booking you agree that on exiting the car park you will pay any additional car parking charges (incurred for example by parking in the Car Parks beyond the prepaid period) in accordance with the published rates.

#### **4. SECURING YOUR VEHICLE**

Please ensure that before you leave your car in the car park:

- (a) your vehicle is securely locked,
- (b) all the windows of your vehicle are securely closed,
- (c) if your vehicle is fitted with a steering lock or similar device that it is engaged.
- (d) satellite navigation devices, including holders, are removed.

#### **5. POSSESSIONS**

- (a) wherever possible please take your possessions with you when you leave your vehicle
- (b) if you have to leave possessions in your vehicle please do not leave them on the seats where they are visible, instead place them in the boot which should then be locked
- (c) customers are reminded that their motor insurance policies may not cover personal possessions in the vehicle. It may be possible to arrange separate insurance cover for such possessions and customers are recommended to do so.

#### **6. 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, together with the registration numbers of both vehicles. In the first instance, the report should be made to a car park operative/security officer, in the absence of an attendant, go to anyone of our help points or to one of our pay machines and press the telephone icon for assistance. Please note under the road traffic act it is your responsibility to report in person either to the owner of the property or to the police any road traffic accident.

#### **7. SAFETY IN THE CAR PARK**

- (a) please drive carefully and slowly in the car park and obey the directional and other signs
- (b) car parks can be dangerous. After you have parked your vehicle please proceed to the nearest pedestrian walkway and follow to the pedestrian exits which are signposted. Do not delay your exit from the car park and please keep a watchful eye on your children who should not be permitted to play in the car park.

#### **8. TICKETS**

- (a) the ticket issued is available only for the vehicle in respect of which it is issued. A ticket, including a season ticket, does not entitle the customer, unless otherwise specified, to any particular space in the car park or to priority over other customers.
- (b) season tickets remain the property of the company to which it must be surrendered upon expiry.
- (c) the company reserves the right to refuse to release any vehicle, except on production of the parking ticket and payment in full. Failure to produce your ticket will therefore delay your departure.
- (d) customers who cannot produce their parking ticket on departure will be charged at the **full daily rate**.

#### **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 or material interest in the vehicle and its contents.

#### **10. MOVING AND RE-LOCATION OF VEHICLES**

- (a) the company 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 where car park is closed or relocated for security reasons 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.
- (b) to the extent that it may be necessary to do so in the exercise of the rights conferred upon the company under this condition, the company, its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.
- (c) where there is an actual or perceived security risk to Cabot Circus or persons using the Shopping Centre the company reserves the right at any time and without notice to re-designate the car parks available for use by pre-paid customers without liability for any loss or inconvenience caused

## **11. 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 vehicles in the car park for more than 28 days are strongly recommended to notify the company in writing of their intention to do so, this must include; the make, model and vehicle registration number and a contact number in case of emergency

(c) the company 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 for more than 28 days without prior notification and which is not known to be covered by a current valid season ticket

(d) before proceeding with the disposal of abandoned vehicles, the company 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 whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to the company by the customer together with the expense of sale and in connection with such sale the company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicles in the possession of the company.

(f) any balance of these sales proceeds remaining after satisfaction of such sums shall be held by the company 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.

A vehicle which appears to be abandoned may be immobilised or removed to a place of safekeeping and may eventually be disposed of in any manner that the company in its absolute discretion deems appropriate. The costs of release, removal, storage and disposal will be charged to the vehicle owner.

## **12. TARIFF**

Parking fees shall be as displayed on the Tariff Board at the entrance barriers to the car park and the car park pay machines, the company reserves the right to change these tariffs at any time, but they will only affect new customers coming into the car park after that date.

## **13. 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, unless it vehicles being cleaned/worked on by our own in contractors Car valet UK or Ding Master, this must also be in their designated pre agreed areas
- (b) no activity in connection with the selling, hiring or other disposal of vehicles shall be carried out in the car

park.

(c) for the health & safety of all our customers, cars are not allowed under any circumstances to be refuelled whilst inside the car park

#### **14. DEFINITIONS**

(a) "the company" We are registered in England and Wales under Bristol Alliance Limited Partnership, a limited partnership registered under number LP009493 whose registered place of business is at 10 Grosvenor Street London W1K 4BJ acting by Bristol Alliance (GP) Limited (Registered Company Number 04531140) whose registered office is at 10 Grosvenor Street as aforesaid

(b) "vehicle" shall mean the vehicle which is received into the car park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

#### **15. 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 "the company" car park manager or a member of the on site senior management team.

#### **16. REFUNDS & CANCELLATIONS**

Will only be offered if a season ticket has not been used for either an entrance or exit from our car park. Should you need to cancel your Season Ticket, you will need to do so within 7 days of purchase, this is subject to a Cancellation Charge of £25.00 per vehicle. To request such a cancellation, please email your request to [customerservices@cabotcircus.com](mailto:customerservices@cabotcircus.com) clearly indicating your season ticket reference number and reasons for cancellation. You should then return your season ticket unused to the car park office on the 3<sup>rd</sup> floor or to the management offices in the shopping centre.

**Please be aware that you will not be able to cancel any season ticket after it has been used.**

#### **17. SEASON TICKETS**

*Commercial Use of Car Park prohibited*

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 Company 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 a ticket in contravention of this clause.

#### **18. COPYRIGHT**

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## **20. LAW AND JURISDICTION**

(a) These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. If you are a consumer, then you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England and Wales.