



CANARY WHARF MANAGEMENT



TERMS & CONDITIONS

1.0 The Company's liabilities for loss or damage to property

The Company its servants and agents do not accept liability in respect of any loss or theft of or from vehicles or misdelivery of or temporary failure to deliver vehicles or damage to vehicles unless and to the extent the same is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company its servants or agents or the dishonesty of its servants or agents.

2.0 The Company's liabilities for death or personal injury

The Company, its servants and agents do not accept liability in respect of the death of or personal injury sustained by customers and others in the Car Park unless and to the extent the same is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company its servants or agents.

3.0 Complaints procedure

- 3.1 Should your vehicle suffer damage 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 required: immediately to inform a member of our staff of the occurrence and in cases of suspected theft, malicious damage or other criminal act, immediately to inform the Police, and to notify your insurance company.
- 3.2 If you consider that you have a claim against the Company you must ensure that within 48 hours of the discovery of the loss or damage written notice containing full details of the occurrence is received by the Company at its office at 6 Chancellor Passage, Canary Wharf, London, E14 4PA. Before submitting a claim to the Company customers must check Condition 1 above and satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility.
- 3.3 Failure to comply with the above procedure will debar your claim.

4.0 Securing your vehicle

Unless specifically requested by the Company or one of its employees or agents not to do so, you must ensure that before you leave the Car Park:

- 4.1 Your vehicle is securely locked.
- 4.2 That all the windows of your vehicle are securely closed.
- 4.3 That your brakes are applied as appropriate for the parking mode.
- 4.4 If your vehicle is fitted with a steering lock or similar device that it is engaged.
- 4.5 That no unattended child or animal is left within your vehicle.
- 4.6 That possessions are placed in your locked boot and are not visible from the exterior of the vehicle.
- 4.7 That no valuables are left within your vehicle, as the Company accepts no responsibility for loss of items left in vehicles parked in the Car Park.

5.0 Damage to other vehicles or property within the Car Park

Should you damage another vehicle or any property or structure within the Car Park, you must report the matter immediately to a member of our staff and give the registration number of both vehicles, your full name and address and the name and address of your vehicles' insurance company together with your policy number. You may be required to pay for any damage caused by you.

6.0 Safety in the car park

- 6.1 You must drive carefully in the Car Park.
- 6.2 Children must not play in the Car Park and must not be left unaccompanied.
- 6.3 You must beware vehicles in motion.
- 6.4 You must comply with all directions and signs from time to time posted by the Company in the Car Park and all instructions or requests given or made from time to time by any employee or agent of the Company for regulating traffic and controlling the positioning of vehicles within the Car Park.
- 6.5 You must ensure that animals are kept securely on a lead when outside a vehicle.
- 6.6 You must be aware of automated barriers.
- 6.7 For safety and security all intercom calls are recorded.

7.0 Tickets and parking permits

- 7.1 The ticket issued is valid only for the vehicle in respect of which it is issued. A ticket, including a season ticket, does not entitle the customer to any particular space in the Car Park or to priority over other customers. All tickets remain the property of the Company.
- 7.2 The Company reserves the right to refuse to release any vehicle except on production of the parking ticket, until it has made such enquiries as it considers reasonable.

- 7.3 Customers who cannot produce their parking ticket on departure will incur a fixed charge plus the rate for length of stay in accordance with our current tariff.

- 7.4 Lost Parking Permit will be replaced upon payment of the replacement fee current at the date of the request for replacement.

- 7.5 A parking permit issued is valid only for the vehicle in respect of which it is issued and entitles the holder to the use of one parking space.

8.0 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.

9.0 Moving and relocation of vehicles

- 9.1 The Company reserves the right to move any vehicle within the Car Park by driving or otherwise, to such extent as the Company its servants or agents may in their discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities at the Car Park.
- 9.2 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, otherwise, to remove any vehicle at any time to any other location as the Company shall reasonably deem appropriate.
- 9.3 Vehicles failing to comply with condition 12.11 hereof or vehicles causing an obstruction or parked otherwise than in a designated parking place or vehicles which have entered the Car Park otherwise than with a valid parking permit or ticket will be removed without notice. You will be charged for removal and storage. Instructions for the recovery of impounded vehicles can be obtained from the Canary Wharf security office.
- 9.4 To the extent that it may be necessary to do so in the exercise of the rights conferred upon the Company under this Condition number 9, the Company its servants or agents shall have the right to drive or otherwise take the vehicle on the roads within Canary Wharf or on the public highway.
- 9.5 If requested to do so by the Company its servants or agents you must leave the ignition, doors and alarm keys to your vehicle with a person authorised by the Company to so hold such keys.
- 9.6 The Company reserves the right to forcefully enter a vehicle in such manner it deems necessary without being liable for damage caused in case of any emergency or to facilitate the exercise of the right conferred in Clause 9.3 hereof or to abate any nuisance caused by the vehicle.

10.0 Liens

- 10.1 Every vehicle in the Car Park is subject to a lien for all parking and other charges due or accruing due from the Customer to the Company, such lien to be in existence whenever the vehicle is in the Car Park, notwithstanding that it may from time to time have been removed from the Car Park.
- 10.2 If the said lien is not satisfied by the payment within 28 days of notice given by the Company of its intention to sell the vehicle of the amount secured thereby, the Company may sell the vehicle by auction or otherwise and the proceeds of sale may be applied in and towards satisfaction of all sums owing to the Company by the Customer together with the expense of the 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 vehicle is in the possession of the Company. Any balance of purchase price remaining after satisfaction of such sums shall be held by the Company on behalf of the Registered Keeper of the vehicle in respect of a vehicle registered with the Driver and Vehicle Licensing Agency or, in respect of vehicles registered otherwise than in Great Britain, on behalf of the owner of the vehicle. Notice of retention aforesaid shall be deemed to have been properly and sufficiently given:
 - 10.2.1 in respect of a vehicle registered in Great Britain by the sending of written notice by pre-paid post, addressed to the Registered Keeper at his last known address, whether or not the same is actually received.
 - 10.2.2 Where the vehicle is not registered in Great Britain by the placing of an advertisement in a daily newspaper having national circulation within England or in the London Gazette.

11.0 Tariff

- 11.1 The daily parking fees which the Company shall be entitled to levy shall be displayed from time to time on the Tariff Board at the Car Park (subject to Condition 7.3 herein) and can at the discretion of the Company be altered at any time. Customers must pay such fees in full before the departure of their vehicle from the Car Park.

- 11.2 Discount parking for retail promotions may be subject to changes or withdrawn at any time.

12.0 Prohibited activities

- 12.1 No vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work on or repairs or maintenance to, or washing or cleaning of, vehicles by customers or their agents shall be done in the Car Park.
- 12.2 No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.
- 12.3 No vehicle shall obstruct any access or circulation areas within the Car Park.
- 12.4 No person shall do anything in the use of the Car Park which may be a nuisance or inconvenience to the Company or any other user of the Car Park.
- 12.5 No person shall cause any unnecessary noise, vibration or exhaust fume within the Car Park.
- 12.6 No person shall do any act or thing which may render void or voidable any policy of insurance affected in respect of the Car Park.
- 12.7 No person shall park otherwise than in the spaces or in the area designated for the use of the Customer from time to time by the Company.
- 12.8 No person shall park in the parking space designated as being reserved for another.
- 12.9 No person shall deposit in the Car Park any rubbish, litter or refuse of any kind, other than in proper receptacles provided for the purposes, nor shall any shopping trolley be left in the Car Park.
- 12.10 No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any vehicle.
- 12.11 No vehicle shall be parked in the Car Park for a continuous period exceeding five days unless the Car Park Manager shall have been previously notified. Vehicles left in the car park for longer than five days will be considered to be abandoned.
- 12.12 No trailer, boat, caravan, or house-on-wheels shall be towed into the Car Park or be permitted to be parked therein.
- 12.13 No person shall park unless the vehicle is taxed and the vehicle is roadworthy with a valid MOT certificate.

13.0 ANPR (Automatic Number Plate Recognition)

ANPR is used on all entry and exits from the car park and will be used to monitor vehicle movements. If a registration number has been identified as tailgating the registration number will be recorded and will prohibit entry to the car parks on the next attempt to enter.

14.0 Vehicle size

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

15.0 Definitions

- 15.1 'the Company' shall mean Canary Wharf Management Limited, One Canada Square, Canary Wharf, E14 5AB and shall where the Car Park is managed or operated by a subsidiary company include that subsidiary company.
- 15.2 'the 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. This includes motorcycles and cycles.
- 15.3 'the Customer' shall mean a person who shall have entered into the contract with the Company for the parking of a vehicle at the Car Park or who is entitled to the use of a parking space under the terms of a Lease or Agreement for Lease or who takes such entitlement thereunder.

16.0 Variations of the terms and conditions

- 16.1 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 Secretary or a Director of the Company.
- 16.2 If any term condition or provision of these Terms and Conditions is held by any Court or other competent authority to be void or unenforceable in whole or part, the other terms conditions and provisions and remainder of the affected terms conditions and provisions shall continue to be valid.

25 September 2015