**Conditions of Parking**

**THESE ARE THE TERMS ON WHICH YOU AGREE TO USE THIS CAR PARK. IT IS IMPORTANT THAT YOU READ THEM AND UNDERSTAND THEM AS THEY ARE ESSENTIAL TO ENSURE THAT TRAFFIC AND PARKING SPACE USE IS MAXIMISED FOR THE BENEFIT OF ALL THOSE WISHING TO PARK. THEY EXPLAIN YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN DETAILS OF MATTERS FOR WHICH WE DO NOT ACCEPT RESPONSIBILITY AND IN PARTICULAR WE ARE NOT RESPONSIBLE FOR [THE CAR PARK SURFACE,] OTHER MOTOR VEHICLES DAMAGE OR LOSS TO OR FROM MOTOR VEHICLES OR USER’S SAFETY.**

1. **Definitions & Interpretation**
	1. “Car Park” means the car park controlled by us at which these Conditions of Parking are displayed. Where appropriate, it also includes the roads leading to and from the car park.
	2. “Conditions of Parking” means the conditions of parking set out here.
	3. “Staff” includes those in our employment as well as our agents appointed to work with us.
	4. “Tariff” means the charges that are to be paid for Parking. These will be displayed at the Car Park.
	5. “Vehicle” means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.
	6. “we, us, our” means Cardiff City House of Sport LTD.
	7. “you” means any person who uses the Car Park for the parking of a Vehicle and “your” should be read accordingly.

The headings are for information only and do not affect the interpretation of these Conditions of Parking.

1. **The Agreement between you and us**
	1. These Conditions of Parking apply to your use of the Car Park where these Conditions of Parking are displayed or which you have booked to use in advance.
	2. We intend relying on these Conditions of Parking. If there is anything you do not understand or do not agree with please discuss this with us before you enter the Car Park or leave your Vehicle with us.
	3. No one is permitted to make any changes to these Conditions of Parking or make any promises or commitments on our behalf unless these are confirmed to you in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.
	4. Nothing in these Conditions of Parking affects your statutory rights.
	5. If you have agreed on-line to park your Vehicle in this Car Park a binding agreement will exist between you and us after you have transmitted a completed booking form to us and we have sent our e-mail acknowledgement to you in accordance with our Booking and Payment Terms.
	6. In all other cases a binding agreement will exist between you and us when you take your parking ticket on entry to the Car Park unless you immediately exit from it.
2. **Charges**
	1. The sums we charge for parking in the Car Park are displayed on the Tariff and we can change them at any time at our discretion. Any changes will not affect you if you have already booked or have taken a car parking ticket on entry to the Car Park.
	2. Payments must be made on entry to the car park via the parking steward, unless otherwise paid via online booking system.
3. **Tickets**
	1. The ticket issued to you is valid only for the Vehicle in respect of which it is issued. Your ticket does not entitle you to use any particular space in the Car Park or to priority over other customers.
	2. All tickets are and remain our property.
	3. If you are required to display your ticket in your Vehicle this will be clearly stated on your ticket and also on signs within the Car Park. In such a Car Park you should:
4. **Safety in the Car Park**
	1. You must drive carefully in the Car Park.
	2. You must strictly observe all speed limits; they are for everyone’s protection.
	3. You are responsible for the safety of your children. You must not allow them where they could cause an accident or could otherwise be put in danger. In particular, children must not play in the Car Park and must be accompanied by a responsible adult at all times.
	4. Please be alert to the many Vehicles in motion in the Car Park.
	5. You must comply with all directions and signs that are posted in the Car Park and all instructions or requests given or made from time to time by any of our Staff for regulating traffic and controlling the positioning of Vehicles within the Car Park.
	6. You must ensure that animals are kept secured and on a lead when outside your Vehicle.

**6. Securing Your Vehicle**

Unless we or one of our Staff ask you not to do so, you must make sure that before you leave your Vehicle at the Car Park:

6.1 it is securely locked;

6.2 all the windows and any sunroof are securely locked;

6.3 your handbrake is fully engaged and your Vehicle left in gear (or, if it is an automatic, left in “Park” mode);

6.4 if it is fitted with a steering lock or similar device that this is engaged;

6.5 no person or animal is left in your Vehicle; and

6.6 your possessions are taken with you or removed from sight and placed in the boot wherever possible.

**7. Abandoned Vehicles**

7.1 If you intend to leave your Vehicle in the Car Park for longer than 28 days you must tell one of our Staff as soon as you arrive. If you do not tell us this, or you have not pre-booked for longer than 28 days then we will be entitled to assume that your Vehicle has been abandoned.

7.2 Abandoned Vehicles will be disposed of in accordance with any local authority by-laws and/or any other legal rights available to us.

7.3 After thirty days (or earlier if we reasonably conclude the Vehicle is abandoned) and without further notice we may remove the Vehicle. If your Vehicle remains uncollected for a period of three months from the date on which you parked it (or if later the date you told us at the time of leaving your Vehicle that you would collect it) we will have the right for the purposes of the Torts (Interference With Goods) Act 1977, to sell your Vehicle and deduct from the sale proceeds any amount that is due to us. Before we sell any Vehicle we will send you a notice by recorded delivery to the address of the last registered keeper of the vehicle or (if relevant) any Valet Parking Agreement. The notice we send you will tell you that we intend to sell the Vehicle but will not do so until a further twenty one days have elapsed.

**8.**  **What you should do in the case of damage to or theft of or from your vehicle**

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

8.1.1 immediately inform a member of our Staff. This can be done in person or, by phone on 02920 002 555

8.1.2 (in the case of theft) immediately inform the Police; and

8.1.3 notify your insurer promptly.

8.2 When you report any incident to us we will complete an incident form which you will be asked to sign.

**9.**  **Damage to other vehicles or property within the Car Park**

9.1 If you damage another Vehicle or any part of a Car Park you must report the matter immediately to a member of our Staff and give him or her the registration numbers of both Vehicles together with your full name and address and the name and address of your insurance company together with your policy number. You agree that we may pass this information to the owner or driver of any other Vehicle involved.

9.2 You will be required to make good to our reasonable satisfaction any damage caused to the Car Park or to pay to us on demand the cost incurred by us in making good this damage.

**10.**  **Our liabilities for loss or damage to Property**

10.1 We cannot guarantee the security of our Car Parks as members of the public have access to them at all times.

10.2 We do not guarantee that security measures that we have in place, for example CCTV or patrols, will be working at all times or, even if they are working that they will be effective in preventing loss, damage, or theft or in identifying who might be to blame.

10.3 Neither we nor our Staff accept liability for any loss or theft of or from any Vehicle.

**11.**  **Where you can and cannot Park**

Unless we or a member of our Staff specifically request you to do so, you should not under any circumstances:-

* + park in a no parking area
	+ park on a double yellow line
	+ park other than in a designated parking bay
	+ park in a time restricted waiting area for any longer than the allowed time
	+ park in a disabled bay without displaying the required current valid badge
	+ park across two parking bays
	+ park in a space that is marked as “reserved” without authorisation.

These restrictions also apply to disabled badge holders.

**12.**  **Prohibited activities**

Unless we or a member of our Staff specifically allow you to do so you (and any other person you bring into the Car Park with you) must not under any circumstances do any of the following in the Car Park:

12.1 Tow any Vehicle into the Car Park or bring a Vehicle into it other than under its own mechanical power.

12.2 Do (or get someone else to do on your behalf) any work or repairs or maintenance to or washing of or cleaning of any Vehicle.

12.3 Sell, hire or in any other way dispose of any Vehicle.

12.4 Carry out or conduct any commercial activity from any Vehicle.

12.5 Obstruct any access or circulation area.

12.6 Do anything that may be a nuisance or inconvenience to us or any other user of the Car Park.

12.7 Allow a Vehicle to cause any unnecessary noise, vibration or exhaust fumes.

12.8 Do any act or thing which may render invalid or void any policy of insurance that is in place in respect of the Car Park.

12.9 Pour or transfer petrol or other fuels into or out of the fuel tank of any Vehicle.

**13.**  **Vehicle size**

13.1 You must observe all restrictions in respect of the height length or width of vehicles that can be parked in or allowed access to the Car Park.

13.2 It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed in relation to the Car Park and that are clearly displayed. No refund will be given under any circumstances if your Vehicle does not comply with any Vehicle size restrictions and you must leave the Car Park immediately on being asked to do so.

**14.**  **What happens if you breach these Conditions**

14.1 If you breach any of these Conditions of Parking we may, at our discretion:

14.1.1. Require you to leave the Car Park immediately. In these circumstances you must pay for your stay in the Car Park. If you have pre-booked you will not be entitled to any refund for your booking.

**15.** **Management and Enforcement**

[Our Offices:-]

 Cardiff City House of Sport LTD

 Clos Parc Morgannwg,

 Cardiff, CF11 8AW.

Telephone: [ 02920 002 555 ]

have responsibility for management of the roads and car parks on our behalf. CCHoS also have responsibility for enforcement of these conditions.

**16.** **What to do if you have a complaint**

So that complaints are dealt with sufficiently, it is important that complaints are made as soon as possible either via telephone on 02920 002 555 or email info@cardiffcityhouseofsport.co.uk. It is important that you understand if complaints are not raised within 24 hours, we may not be able to resolve any grievances.