

# Car Park Season Ticket Application 2019/2020



## Applicant

Company/Name \_\_\_\_\_

Contact person \_\_\_\_\_ Tel. \_\_\_\_\_

Address \_\_\_\_\_ Mob. \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Email \_\_\_\_\_

Declaration  I/We have read, understood and accepted the Car Parking Terms and Conditions attached to this application form (page 2-3).

Car park  Harbour Yard Yellow (BU)

## Vehicle & Driver

*Season tickets are issued for the driver(s) given below and are non-transferable.  
A season ticket may only be used to park one vehicle in the car park at any one time.*

Vehicle registration	Make and model	Driver's name

Season ticket  New  Renewal

Qty	Type of season ticket for 96Club Members only	Amount to pay
	Annual @ £2,400 incl. VAT	£
<b>Total</b>		<b>£</b>

Extra  Car covers are mandatory, do you require one?

Do you require a Trickle Charger?

Insurance Company \_\_\_\_\_ Cover End Date \_\_\_\_\_

## Payment

BACS credit transfer to: Barclays Bank, 96 Enterprise LTD, Sort

code 20-57-44 Acc num. 13516857

## Authorisation

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*If signing on behalf of a company:*

Duly authorised for and on behalf of \_\_\_\_\_

**Please return completed application (this page only) to: [info@96enterprise.co.uk](mailto:info@96enterprise.co.uk)**

# Car Parking Terms and Conditions

## Design Centre and Harbour Yard Car Parks

These are the Terms and Conditions for the use of car parking facilities at the Design Centre and Harbour Yard Car Parks. These Terms and Conditions apply to all Customers entering the car park.

### 1 Definitions

In these Terms and Conditions, unless otherwise stated, the following words and expressions have the following meanings:

1.1 The 'Car Park' means the car parking facilities at Design Centre, Design Centre East and Harbour Yard, Chelsea Harbour.

1.2 The 'Company' means 96 Enterprise Limited, (Company No: 08969598) whose registered office is at 314-18 Heralds Way, South Woodham Ferrers, Chelmsford, CM3 5TQ.

1.3 The 'Customer', 'you' or 'your' means a person, firm or company who has entered into a contract with the Company for the parking of a Vehicle in the Car Park either by (a) purchasing a season ticket or value card issued by 96 Enterprise or (b) obtaining a parking ticket issued at the ticket terminal upon entry to the Car Park.

1.4 The 'Vehicle' means the vehicle that has entered the Car Park and includes any mechanical device on wheels or tracks as well as its equipment and accessories. 'Vehicles' must be construed accordingly.

### 2 Use of the Car Park

2.1 The Car Park is private property in ownership of the Company. It is available for use by members of the public who comply with the Company's Terms and Conditions as set out in this document. The Company has the right to exclude members of the public from using the Car Park. The Company will exercise its exclusion rights in relation to Customers who are causing any damage to property, causing a breach of the peace or unruly behaviour or misbehaving in any way. The Company will also exercise its exclusion rights in relation to members of the public who have no cause to be present on the car parking premises.

### 3 The Company's liabilities for loss or damage to property

3.1 **Vehicles are parked at the Customers' risk. The Company and anyone employed by or representing the Company do not accept liability in respect of any loss, destruction, damage or theft (however caused) of or from a Vehicle or the contents of a Vehicle or any other property left within a Vehicle. The only exception is if and to the extent that such loss, destruction, damage or theft 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, anyone employed by or representing the Company.**

3.2 The Company offers no warranty or indemnity as to the protection or safety of Vehicles left in the Car Park or any goods left within the Vehicles. Owners of Vehicles are reminded that their own insurance policies must be used in order to make any claim if such loss or damage occurs while the Vehicle is parked within the Car Park.

### 4 The Company's liabilities for death or personal injury

4.1 The Company and anyone employed by or representing the Company do not accept liability in respect of the death or personal injury sustained by Customers and others in the Car Park. The only exception is if and to the extent that such death or personal injury sustained is proved by a court of competent jurisdiction in England to be caused by the negligence, wilful act or breach of statutory duty of the Company, its employees or representatives.

### 5 Complaints procedure

5.1 If a Customer's Vehicle is damaged while in the Car Park or if the Customer loses the Vehicle or any of their possessions from the Vehicle while it is in the Car Park, the Customer must:

5.1.1 immediately inform a member of Chelsea Harbour estate management staff or Security of the occurrence;

5.1.2 in cases of theft, malicious damage or other criminal act, immediately inform the police; and

5.1.3 promptly notify their insurers.

5.2 If a Customer considers that they have a claim against the Company for loss or damage they must provide the Company with written notice giving full details of the occurrence. The Customer must make sure the Company receives the written notice at the email address [info@96enterprise.co.uk](mailto:info@96enterprise.co.uk).

### 6 Securing your Vehicle

6.1 You must ensure that before you leave the Car Park:

6.1.1 your Vehicle is securely locked;

6.1.2 all the windows of your Vehicle are securely closed;

6.1.3 the brakes of your Vehicle are applied and appropriate for the parking mode;

6.1.4 the steering lock or similar device (if fitted) is engaged;

6.1.5 no unattended child or animal is left within your Vehicle; and

6.1.6 possessions (including any valuables) left inside your Vehicle are not visible from outside the Vehicle.

### 7 Damage to other vehicles or property within the Car Park

7.1 If you damage another Vehicle or any property or structure within the Car Park, you must report the matter immediately to Chelsea Harbour Security or Estate Management staff and give:

a) the registration numbers of both Vehicles;

b) your full name and address;

c) the name and address of your Vehicle's insurance company; and

d) your insurance policy number.

### 8 Safety in the Car Park

8.1 Drive carefully and slowly in the Car Park and follow instructions displayed by traffic and directional signs.

8.2 Do not allow children to play in the Car Park and do not leave children unaccompanied at any time.

8.3 Beware of moving Vehicles.

8.4 You must comply with all directions and signs displayed by the Company from time to time in the Car Park and all instructions or regulations given or made from time to time by a servant or agent of the Company for regulating traffic and controlling the positioning of Vehicles within the Car Park.

8.5 Keep animals securely on a lead when outside a Vehicle.

### 9 Car park (Mifare) cards

9.1 The car park (Mifare) card issued to a season ticket holder is valid only for the Vehicle(s) in respect of which it is issued. A season ticket Customer is not entitled to any particular space in the car park or priority over other Customers.

9.2 The Company reserves the right to refuse to release any Vehicle from the Car Park if no car park (Mifare) card is produced, until the Company has made such enquiries as it considers reasonable. Failure to produce your car park (Mifare) card may therefore delay your departure.

9.3 If you cannot produce your car park (Mifare) card on departure you will be charged the full daily tariff for each day or part day that the Vehicle is left in the Car Park.

### 10 Lost cards, replacement and renewal

10.1 Inform the Company immediately of any loss or theft of a car park (Mifare) card: email [info@96enterprise.co.uk](mailto:info@96enterprise.co.uk).

10.2 The charge for a replacement car park (Mifare) card is £25.

10.3 To obtain a replacement car park (Mifare) card, complete the application form available from the Estate Management Office.

10.4 If a (Mifare) card that needs replacing was issued under a company application, the card holder must contact the company representative who applied for the season ticket on their behalf. The company representative must apply for the replacement.

10.5 Subject to approval a season ticket may be surrendered and a refund applied for but only part refunds will be given. Refunds are calculated in monthly increments and not available for part months. The maximum refunds are 5 months for an annual season ticket and 2 months for a 6 month season ticket. No refund is available on a 3 month season ticket. An admin charge of 20% will be deducted from the amount to be refunded.

10.6 For refunds apply to [info@96enterprise.co.uk](mailto:info@96enterprise.co.uk)

10.7 Provide full bank details with your refund application; the Company pays refunds by BACS credit transfer.

10.8 The Company will send season ticket holders a renewal reminder at least 14 days before the expiry date.

10.9 Season ticket holders who wish to renew their season ticket must submit a new application form together with full payment at least 72 hours before the expiry date.

10.10 If Chelsea Harbour does not receive a renewal application and full payment in good time within 72 hours before the expiry date, the car park (Mifare) card may be cancelled automatically on its expiry date.

### **11 Agency**

11.1 Anyone who enters into a contract with the Company to park a Vehicle in the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of themselves and all other persons having proprietary, possessory or other financial or material interest in the Vehicle and its contents.

### **12 Moving and relocating Vehicles**

12.1 The Company reserves the right to move any Vehicle within the Car Park by driving or otherwise, to such extent as the Company, its employees or representatives may in their absolute discretion find necessary to avoid obstruction, or for the more efficient arrangement of its parking facilities within the Car Park.

12.2 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 or otherwise, to remove any Vehicle at any time to any other location as the Company reasonably deems appropriate.

12.3 To the extent that it may be necessary to do so in the exercise of the rights conferred upon the Company under this clause 12, the Company, its employees or representatives will have the right to drive or otherwise take the Vehicle on the roads within or on the public highways.

12.4 The Company accepts no liability for:

12.4.1 loss of or damage to any Vehicle that is moved or relocated for the reasons set out in this clause 12;

12.4.2 loss of or damage to any contents within such Vehicles at the time of removal or relocation; or

12.4.3 delay in releasing such Vehicles.

12.5 The Company reserves the right to forcefully enter a Vehicle in such a manner as it deems necessary, without being liable for damage caused, in case of an emergency or to facilitate the exercise of the right conferred in Clause 12.2 of these Terms and Conditions, or to abate any nuisance caused by the Vehicle.

### **13 Liens**

13.1 Every Vehicle in the Car Park is subject to a lien for all parking and other charges due or accruing and due from the Customer to the Company. This lien applies whenever the Vehicle is in the Car Park, even though the Vehicle may have been removed from the Car Park from time to time. The Company reserves the right to refuse to release any Vehicle until such charges have been paid.

13.2 If the said lien is not satisfied by payment of all parking and other charges due within 28 days from the date on which the Company gives written notice to the Customer of the exercise of its lien, the Company may sell the Vehicle by auction or otherwise. The proceeds of the sale may be applied in and towards all sums owing to the Company by the Customer together with the expense of the sale. In connection with such sale, the Company will be entitled to charge reasonable garage rates for the period during which the Vehicle is in the Company's possession. Any balance of purchase price remaining after payment of all sums due, must be held by the Company on behalf of the registered keeper of the Vehicle. This balance will be paid on receipt of proof of entitlement, provided such proof has been produced within three months of the sale, otherwise the entitlement will be lost. Notice of intention to sell the Vehicle, as stated above, will be deemed to have been properly and sufficiently given by the Company by means of written notice sent by prepaid post, addressed to

the registered owner of the Vehicle at their last known address, whether or not the same is actually received.

### **14 Tariff**

14.1 Parking fees are as displayed from time to time on the Tariff Board at the Car Park. These parking fees are subject to change from time to time, at the discretion of the Company. Customers must pay such fees in full on or before the departure of their Vehicle from the Car Park.

### **15 Prohibited Activities**

15.1 No Vehicle may be towed into the Car Park or enter the Car Park otherwise than under its own mechanical power.

15.2 No work on or repairs or maintenance to, or washing or cleaning of Vehicles by Customers or their agents is permitted in the Car Park.

15.3 No activity in connection with the selling, hiring or other disposal of the Vehicle may be carried out in the Car Park.

15.4 No Vehicle may obstruct any access or circulation areas within the Car Park.

15.5 No Customer may do or cause to be done anything, in use of the Car Park, which may be or cause to be a nuisance, annoyance or inconvenience to the Company, its employees or representatives, or to any other Customer using the Car Park.

15.6 No Customer may cause any unnecessary noise, vibration or exhaust fumes within the Car Park.

15.7 No Customer may do any act or thing, or allow the same to be done, which may render void or voidable any insurance policy effected in respect of the Car Park.

15.8 No Customer may park in the Car Park other than within the car parking spaces, or in the area designated for the use of the Customer from time to time by the Company.

15.9 No Customer may park in a space designated as being reserved for another.

15.10 No Customer may deposit or allow to be deposited in the Car Park any rubbish, litter or refuse of any kind, other than in the proper receptacles provided for this purpose. Shopping trolleys may not be left in the Car Park.

15.11 No Customer may pour or transfer, or allow to be poured or to be transferred, any petrol or other fuels into or out of the fuel tank of any Vehicle.

15.12 No Vehicle may be parked in the Car Park for a continuous period exceeding 48 hours, unless the Car Park Manager has been previously notified and given consent.

15.13 Vehicles entering the Car Park must have appropriate up-to-date vehicle tax.

### **16 Vehicle Size**

16.1 Customers must observe all restrictions as may from time to time be made and displayed by the Company in respect to the height, length or width of Vehicles to be parked in or allowed access to the Car Park.

### **17 Variations of the Terms and Conditions**

17.1 No Customer has any authority to vary or alter these Terms and Conditions unless such variation is in writing and signed on behalf of the Company by a Director or Company Secretary.

17.2 If any term, condition or provision of these Terms and Conditions is held by a Court or other competent authority to be void or unenforceable in whole or in part, then the other terms, conditions and provisions shall continue to be valid.

### **18 Entire Agreement**

These Terms and Conditions together with the Car Park Season Ticket Application form attached constitute the entire agreement between the parties.

### **19 Governing Law**

The validity, construction and performance of these Terms and Conditions are governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.