

CASTLECOURT CAR PARK TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. They relate to your use of our car park.

1. Definitions

In these terms and conditions:

- (a) "us", "we" and "our" means the landlords of CastleCourt Shopping Centre, c/o The Management Suite, Royal Avenue Belfast BT1 1DD
- (b) "vehicle" means a vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

2. Our liabilities

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we are only liable as set out in (a), (b) and (c) below and have no other liability to you.

- (a) We are liable for any death or personal injury arising from our negligence and the negligence of our servants or agents. Nothing in these Terms and Conditions shall exclude that liability.
- (b) We are liable for the loss of or damage to or theft of or from, or temporary failure to deliver any vehicle as property belonging to you arising from our negligence and the negligence or dishonesty of our servants or agents.
- (c) Except as set out in condition 3(a), we shall only be liable for losses which were:
 - (i) reasonably foreseeable at the time of entering into a contract with you on the basis of these Terms and Conditions; or
 - (ii) incurred as a result of our negligence or as a result of the negligence of our servants for whom we are responsible in law; or
 - (iii) incurred as a result of our failure to comply with these Terms and Conditions.

Please note that although we have the above responsibility to you, you should bear in mind that public car parks are open to everyone. We cannot guarantee that people will not enter the Car Park and cause damage to property or engage in criminal activity. Accordingly, you park in our Car Park at your own risk. We do not guarantee the security of your vehicle and/or its contents.

3. Claims and complaints procedure

- (a) If your vehicle sustains damage while in the Car Park or if you lose your vehicle or any of your possessions from your vehicle while it is in the Car Park, you should:
 - (i) immediately either inform a member of our staff at the Car Park office or the Control Room using the intercom system at the paystation or otherwise notify our Customer Services team on 028 9023 4591;
 - (ii) in the case of theft, immediately inform the police;
 - (iii) notify your insurers promptly.
- (b) If you consider that you have a claim against us you must write to CastleCourt Centre Management within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting a claim we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility set out in condition 2.
- (c) If you wish to make a claim or to register a complaint about the service that you have received please write to: **The Customer Service Department, CastleCourt Shopping Centre, Management Suite, Royal Avenue, Belfast, BT1 1DD.**

4. Security of your vehicle

- (a) Unless requested by a member of our staff not to do so, please ensure that before you leave the Car Park:
 - (i) your vehicle is securely locked;
 - (ii) all the vehicle windows are securely closed;
 - (iii) if your vehicle is fitted with a vehicle alarm, steering lock, or similar device, that it is engaged.
- (b) Where CCTV cameras are installed they are used to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the Car Park advising that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in CastleCourt Car Park where CCTV is installed.

5. Possessions

- (a) Wherever possible please take your possessions with you when you leave your vehicle.
- (b) If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.
- (c) You are reminded that your motor insurance policy may not cover possessions in your vehicle. It may be possible to arrange separate insurance cover for such possessions and we encourage you to do so.

6. Courtesy to other customers

If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details that are relevant to the incident.

7. Safety in the Car Park

- (a) Please drive carefully in the Car Park and obey the directional and other signs.
- (b) Car parks can be dangerous. After you have parked your vehicle you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.
- (c) Do not delay your exit from the Car Park and please supervise your children and pets who must be kept under your control at all times in the Car Park.
- (d) For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle.

8. Tickets

- (a) The ticket issued to you is only valid for the vehicle in respect of which it is issued. A season ticket does not entitle you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. Upon entry to the Car Park, if you are unable to find a space for your vehicle then you should exit immediately to prevent any parking charges from arising. You should take your ticket with you to make it more difficult for someone else to remove your vehicle without your consent.
- (b) We reserve the right to refuse to release any vehicle for which a valid and current ticket, or season ticket, cannot be produced, until we have made reasonable enquiries. Failure to produce your ticket will therefore delay your departure.

8. Tickets (cont'd)

- (c) If you cannot produce your ticket, or season ticket on departure you will be charged at the full 24 hourly rate for each 24 hour period or part thereof that your vehicle has been in the Car Park. The duration of the vehicle's stay within the Car Park will in such circumstances be finally determined by us.

9. Parking contraventions

- (a) It is important to the effective management of the Car Park:
 - (i) that you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed);
 - (ii) that you park within a marked bay.
- (b) If the equipment in the Car Park is damaged by you, your vehicle or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

10. Access and re-location

- (a) We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever and may remove from the Car Park or move within the Car Park any vehicle by whatever method we consider reasonable.
- (b) We reserve the right to move vehicles within the Car Park, by driving or otherwise, using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to such extent as is reasonably necessary for the purposes of safety to persons or property to avoid obstruction or for the more efficient arrangement of our parking facilities at the Car Park.
- (c) We additionally reserve 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, to remove any vehicle at any time to any other reasonably convenient Car Park within our control or otherwise as may be expedient.
- (d) To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

11. Tariff

The parking fees payable by you (as varied from time to time) shall be as displayed on the tariff board at the Car Park. You are obliged to pay the fee and to comply with any instructions on the tariff board.

12. Payment and disposal of abandoned vehicles

- (a) We reserve the right to hold your vehicle until we have received payment for all parking charges due to us and we reserve the right to refuse to release any vehicle until those charges have been paid.
- (b) If you intend to leave your vehicle in the Car Park overnight we recommend that you notify us of your intention to do so.
- (c) We reserve the right to sell any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the Car Park for more than fourteen (14) 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, we will:
 - (i) make reasonable enquiries with the appropriate police authority;
 - (ii) give 7 days notice of our intention so to do by affixing a notice to the vehicle in question detailing upon which the date that the vehicle will be removed and disposed of.
- (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 us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.
- (f) Any balance of these sales proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on proof of entitlement.

13. Prohibited activities

- (a) You must not tow any vehicle into the Car Park except as part of the services offered by persons authorised by us and no work on nor cleaning of vehicles by you or your agent other than with our prior specific permission is permitted in the Car Park. In the event of vehicle breakdown you must contact the attendant to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.
- (b) No activity in connection with the selling, hiring or other disposal of vehicles or goods or services shall be carried out in the Car Park without our prior specific written permission.

14. Variation of the Terms and Conditions

These Terms and Conditions shall not be varied except in writing. Nothing said or done by any of our employees is to be capable of varying these Terms and Conditions.

15. General

Each of these Terms and Conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.

This land is Private Property.

