

Hanham Community Centre

A Charitable Incorporated Organisation - Charity No: 1152575

HCC Car Park

Standard Conditions of Use

October 2017

Dated: October 2017

Issue: 1.1

Prepared by: K M Lawrence

***This Policy was adopted by the Board of Trustees in May 2013
and was revalidated in Oct 2017***

AMMENDMENTS

Version	Date	Author	Comments
0.1	Feb 13	K M Lawrence	Initial Draft
1.0	May 13	K M Lawrence	Approved by BOT
1.1	Oct 17	K M Lawrence	Revalidated and reformatted

HCC Car Park - Standard Terms and Conditions of Use

1. Terms of Use

- The issuance of any form of permission to park or parking permit is at the Owners discretion. The Owner reserves the right to query applications and may refuse any applications.
- The granting of any such permission in a given period does not guarantee the granting of any such permission in a subsequent period. Any application for permission will be for the current period only.
- Additional Terms and Conditions may apply to certain types of permission – i.e. Trader Permits, Licences to Park, Overnight Parking etc. Unless specified otherwise, the Owner may alter these Standard Terms and Conditions of Parking. These Standard Terms and Conditions are published on the Owner's website and are also available from the Owner's office.
- The Owner may charge a fee for any such permission, and may review such charges regularly.
- Any permit or licence provided for display in a vehicle is rendered invalid if it is has expired, is defaced, has been altered or is a copy or a counterfeit or a forgery.

2. Conditions of Use

- Any permit or licence provided:
 - Must be displayed on the near side of the windscreen, so that it can be read from the outside of the vehicle. Such a User may not park a vehicle without displaying a valid permit. In such cases, a parking charge shall be payable if a vehicle is parked without a valid permit on display, or correctly displayed, or in such a position as to obstruct access to the parking place or access road within the parking place, or is parked in a disabled space without a valid badge.
 - Is valid only when displayed in a vehicle with the same registration number as that shown on the front of the permit and is not transferable to any other vehicle.
 - Must be the original. The User is not permitted to make or display copies of the permit.
- No User is guaranteed a parking space.
- Parking in the Centre car park is limited, the following vehicles types need specific permission to park (which may be verbal):
 - an unladen weight of more than 3.5 tonnes, or
 - exceed 6m in length, or
 - exceed 2.5m in height, or
 - has attached (or is) a trailer, or
 - can carry more than 12 people.
- The use of any permits is monitored. Where evidence is found that the permit is being used wrongly, the User (permit holder) will be given the opportunity to provide a satisfactory explanation of the circumstances or agree actions to rectify the situation. Action will be taken if no satisfactory response is received i.e. Permits may be consider invalid, vehicles ticketed, and Users issued parking charge notices.

- All vehicles are parked at their owners risk (i.e. the User). The Owner does not undertake to supervise the parking place and will not accept any liability for loss or damage to motor vehicles or their contents howsoever caused, or injury to any person howsoever such injury is caused, unless or to the extent caused by proven negligence of the Owner, its representatives or agents.
- The Owner undertakes to maintain the Car Park (Property) in a safe condition for use by the User, except that it shall be the User's responsibility to take adequate and necessary precautions against the risk posed by frost or adverse weather. The Owner accepts no liability or responsibility for any damage or loss sustained by the User or anyone whom the User permits to access the Car Park, including damage to or theft of the User's vehicle by person(s) who may enter the Car Park unauthorised.
- The Owner may fully or partly suspend all parking – for example for a large event, car boot sale on the car park or maintenance.
- Any permission to park is a limited agreement specifically only to permit parking, loading and unloading, and specifically to exclude use for any other purpose.
- Nothing in any agreement is to be interpreted as conferring on the User any right to exclusive use or possession of a Parking Space or Property, or as granting the User any property right or interest.
- Specific provisions:
 - Not (nor allow others to) do anything which is likely to cause nuisance or annoyance to any neighbour of the Property. This includes leaving the engine of the User's Vehicle running when parked on the property, causing excessive or protracted noise or disturbance when accessing or exiting the property or causing obstructions.
 - Take all precautions to prevent fire or explosion on the Car Park and shall be liable for all damage caused to the Car Park (property) or anything in the Car Park (or belonging to a third party) which results from the use, movement or presence of the User's Vehicle on the Car Park. Except for petrol, diesel or oil contained in the tank or engine of the User's Vehicle, the User must not keep or store any of these substances or any other flammable or explosive substance on the Car Park without the express written permission of the Owner.
 - Not to maintain, repair (except in the case of breakdown or emergency) or clean or wash the vehicle, or siphon or refill the fuel tank.
 - Not to do anything that will or might vitiate or void in whole or in part any insurance put in place by the Owner or any other person in respect of the car park or which would be likely to cause the premium to increase.
 - To indemnify the Owner and keep the Owner indemnified against all losses claims demands actions proceedings damages costs expenses or other liability in any way arising from any permission or permit, or any breach of the User's obligations or exercise of any rights contained in any permission or Permit.
 - At the end of any permission period to remove any vehicle or other property from the car park. If after the expiry of the permission any vehicle or other property is not removed within 14 days the Owner may dispose of it in any manner that it deems fit without incurring any liability whatsoever to the User, and the User shall indemnify the Owner in respect of any claim by any third party arising from the exercise for such right.
- If a User wishes to raise an Issue or Disputes, this should be to the Administrator (in writing), at the Owner's office. Should the Issue need to be escalated, the Administrator will table the matter at a Board of Trustees meeting, who will make a final decision.