

These Terms apply to anyone who enters or uses the car parks under the management of northerngroup management Limited. They apply instead of any other terms you or anyone on your behalf seeks to apply. Please read these Terms carefully and follow the recommended procedures which are for your own benefit. Nothing in these Terms affects your legal rights.

1. DEFINITIONS

- In these Terms the following words have the following meanings:-
- 'the Company' or 'we' or 'us' means northerngroup management Limited;
- 'the Customer' or 'you' means any person, firm or company who parks in the car park or purchases a ticket, a season ticket or a parking permit from us; and
- 'Parking Period' means the length of time that a season ticket purchased by a Customer is valid for (which will have been agreed between the Company and the Customer).

2. THE COMPANY'S LIABILITIES

- a) In the absence of any negligence or other breach of these Terms by us, the use of the car park is entirely at your own risk.
- b) We will not be responsible for any loss or damage to your vehicle unless it is caused by our negligence or our breach of these Terms.
- c) We will not be responsible for any losses that are not foreseeable. Losses are foreseeable if they could be contemplated by both you and us at the time that your vehicle entered the car park.
- d) Nothing in these Terms excludes our liability for the death of or personal injury to anyone if it is caused by our negligence, or the negligence of one of our employees.

3. SECURING YOUR VEHICLE

Before you leave your vehicle please ensure:

- a) That your vehicle is securely locked and the windows securely closed;
- b) That the handbrake is applied;
- c) If your vehicle is fitted with a steering wheel lock or similar device, that it is engaged; and
- d) That no person or animal is left in your vehicle.

4. POSSESSIONS

- a) Wherever possible please take your possessions with you when you leave your vehicle.
- b) If you leave possessions in your vehicle please leave them locked in the boot to ensure that they are not visible from the outside.
- c) It is your responsibility to ensure that you have appropriate car insurance in place before you enter the car park.

5. SAFETY IN THE CAR PARK

- a) You must drive carefully in the car park and obey all directional signs and speed limits.
- b) Once you have parked your vehicle please make your way to the nearest exit, and beware of moving vehicles.
- c) Children must not play in the car park and must not be left unaccompanied.
- d) You must make sure that your vehicle is parked fully within a parking space. Please do not park your vehicle over more than one parking space.
- e) You must comply with all instructions or requests given by any of our employees, or anyone who we have authorised to act for us, for controlling traffic and the positioning of vehicles within the car park.
- f) All animals must be kept on a lead when outside a vehicle.

6. COURTESY TO OTHER CUSTOMERS

You must only park in a disabled parking space if you have a disabled badge. If you do park in a disabled parking space, you must ensure that your disabled badge is displayed on the windscreen of your vehicle at all times.

7. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

- a) If you damage another vehicle or any property or structure within the car park, you will be liable and you must tell one of our employees as soon as possible.
- b) If you damage another vehicle, you will be asked to give one of our employees 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.
- c) If you damage any property or structure within the car park, you may be required to repair the damage (to our reasonable satisfaction), or to pay the reasonable costs that we have to pay to repair the damage.

8. PROHIBITED ACTIVITIES

- a) Vehicles cannot be towed or pushed into the car park. The only way that vehicles are allowed to enter into the car park is by being driven in.
- b) You are not allowed to carry out or authorise anyone else to carry out any work, maintenance or repairs to your vehicle whilst it is in the car park.
- c) You are not allowed to wash or clean or authorise anyone else to wash or clean your vehicle whilst it is in the car park.
- d) You are not allowed to sell or hire out your vehicle, or do anything which is connected with the sale or hire of your vehicle, whilst it is in the car park.
- e) You are not allowed to park your vehicle anywhere that could cause obstruction to other car park users, whether this be by blocking the entrance/exit or by causing an obstruction inside the car park.
- f) You are not allowed to do anything in the car park which may annoy other users of the car park, or which may cause offence or inconvenience to us or any other user of the car park.

- g) You are only allowed to park in the parking spaces which we have marked as being for customer use.
- h) You are not allowed to park in a parking space that has been reserved for somebody else.
- i) You are not allowed to dispose of any items or drop litter in the car park. Please place any rubbish/litter in the bins that are provided.
- j) Please do not leave shopping trolleys in the car park.
- k) You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the car park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the car park.
- l) Smoking is forbidden within both the car park and the immediate vicinity of the car park
- m) You must not do anything in the car park which would be a breach of the law.

9. MOVING AND RELOCATION OF VEHICLES

- a) If we, or anyone who we have authorised to act for us, think that your vehicle is causing an obstruction in the car park, or that your vehicle is not parked in the most efficient way, we will contact the relevant authority to request that your vehicle is removed.
- b) If part of, or the whole car park has to be closed (either permanently or temporarily), or if the car park has to be evacuated, either in the case of an emergency or for other reasons, we have the right to refuse access to the car park.
- c) If reasonably requested to do so by us, any of our employees or anyone who we have authorised to act for us, you must leave the ignition, boot, door and alarm keys to your vehicle with a person authorised by us to hold such keys.

10. TICKETS

- a) Your ticket is specific to your vehicle and is non-transferable.
- b) A ticket does not entitle you to any particular space in the car park, unless you are told otherwise. Your ticket also does not give you priority over any other user of the car park.
- c) Although we issue your ticket to you, all tickets belong to the Company.
- d) If you cannot show us your parking ticket, you may not be allowed to leave the car park until we have identified the reason for this. You may therefore have to wait some time before you are allowed to leave the car park if you cannot show us your ticket.
- e) If you do not have your parking ticket with you when you leave the car park, you will have to pay the full daily tariff for each day that your vehicle was left in the car park.

11. TARIFF

The prices for using the car park will be displayed on tariff boards within the car park and may be changed by us from time to time. Unless you have a season ticket or a parking permit, you will be charged for the length of time that your vehicle remains in the car park at the prices shown on the tariff board.

12. UNPAID CHARGES

- a) If you have not paid the charges that you owe us we will write to you at the last known address of the registered keeper of your vehicle.
- b) If you still do not pay any charges that you owe us following the receipt of our notice, we reserve the right to take action through the courts to recover the unpaid charges and any reasonable related legal costs.

13. ABANDONED VEHICLES

- a) If it appears that your vehicle has been abandoned in our car park, we have the right to contact the relevant authorities to request that your vehicle is removed.
- b) Before we do so, we will write to you to let you know that we have contacted the relevant authority to request that they do so. We will send our letter to the last known address of the registered keeper of your vehicle.

14. SEASON TICKETS

If you buy a season ticket, you must also comply with the following additional conditions.

- a) All season tickets shall remain our property and you shall not intentionally damage, alter or tamper with them in any way.
- b) You must pay for your season ticket before you start using the car park.
- c) If you would like to continue using the car park after the original Parking Period has expired, you should tell us before that Parking Period expires and we will send invoices to you for the cost of any further Parking Periods. These amounts must be paid to us before the next Parking Period starts. If you do not pay before the next Parking Period starts, any further use of the car park will be charged at the tariffs displayed on the tariff boards.
- d) If you purchase a "pay as you go" Parking Card you may only use our car parks as long as there is sufficient credit on your Card. It is up to you to ensure, on entry into the car park, that there is sufficient credit on your Card to pay for any charges resulting from your use of our car park.
- e) Season tickets are valid only for the car park and the Parking Period shown on the ticket receipt, or otherwise agreed with us in contract. We reserve the right at any time to close either permanently or temporarily the car park for which the season ticket is valid.
- f) Season tickets are not transferable without prior written consent from us, such consent may be refused at our sole discretion.
- g) If you no longer wish to have a season ticket, you can cancel it by writing to us to let us know. You must write to us at least one calendar month before your next Parking Period is due to commence. You can write to us via email at: enquiries@northerngroup.co.uk
- h) We are entitled to cancel a season ticket at any time during the Parking period. In such an event, we will refund the value of the unused part of the Parking Period to you unless such cancellation is as a result of your breach of any of these Terms.

- i) No credits or refunds are given other than for total cancellation of the season ticket by us where you are not at fault. No credits are given for periods of non-use in the course of the validity of a season ticket.
- j) A replacement season ticket will only be issued on receipt of written confirmation of its loss or damage. An administration fee may be applicable.
- k) The season ticket does not guarantee a parking space.
- l) If we ask you to park in a specific parking space or area in the car park, you must do so. If you do not do so when requested, you may be required to pay additional charges.

15. AUTOMATIC NUMBER PLATE RECOGNITION

In a number of our car parks we use automatic number plate recognition to enable us to identify season tickets holders. In the event that the automatic number plate recognition does not work, please use your season ticket to enter and exit the car park.

16. PERMIT DISPLAY USERS

- a) If you have applied for and received a parking permit to park in our car parks, you must ensure that your parking permit is displayed in your vehicle at all times when your vehicle is parked in the car park.
- b) The parking permit must be displayed on the windscreen of your vehicle with all details visible from the outside of the vehicle.
- c) Your parking permit will have your vehicle registration number on it. It is therefore important that you let us know as soon as possible if your vehicle registration number changes. We will then send you a new permit with your new registration number on it.

17. PENALTIES

If you park your vehicle in the car park, but do not comply with or breach these Terms we may issue you with a penalty charge notice. In addition we reserve the right to refuse you entry to our car parks in the future.

18. COMPLAINTS

If your vehicle is damaged whilst it is in the car park, or if you lose your vehicle or any of your possessions from your vehicle whilst it is in the car park, you should tell one of our employees as soon as possible and provide written notice to northerngroup Management Limited, Jactin House, Manchester M4 6WX or email enquiries@northerngroup.co.uk.

19. AGENCY

Every person who enters into an agreement with us for the parking of a vehicle at this car park whether by purchasing a ticket or otherwise does so on behalf of

themselves and all other persons who have legal rights in the vehicle and any of its contents.

20. VARIATIONS OF THE TERMS

These Terms cannot be varied unless we expressly agree to the variation in writing.

21. THIRD PARTY RIGHTS

These Terms do not create any right enforceable by any person other than you or us.

22. GOVERNING LAW AND JURISDICTION

If you are not satisfied with the way that we handle any matter and you wish to take court proceedings, you must do so within the English courts. The court will apply the laws of England and Wales.