

These Terms apply to anyone who enters or uses the car parks under the management of Northern Group Management Limited. They apply instead of any other terms you or anyone on your behalf seeks to apply. Nothing in these Terms affects your legal rights.

Please read these Terms carefully and follow the procedures which are for your own benefit. Please remember:

- Always present your fob/ticket on entrance and exit, even if the gate is open
- Always keep your access fob/ticket with you
- A breach of these terms may result in a penalty charge notice

Date dd-mm-yy

Customer name

Email address

Telephone number

Address

Registration number

Parking space address

Tariff

Deposit

Keys / fobs / provided

### 1 Core terms

#### 2 Definitions

- 2.1 In these Terms the following words have the following meanings:-
- 2.2 'the Company' or 'we' or 'us' means Northern Group Management Limited;
- 2.3 '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
- 2.4 '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).

#### 3 The company's liabilities

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

#### 4 Securing your vehicle

Before you leave your vehicle please ensure:

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

#### 5 Possessions

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

#### 6 Safety in the car park

- 6.1 You must drive carefully in the car park and obey all directional signs and speed limits.
- 6.2 Once you have parked your vehicle please make your way to the nearest exit and beware of moving vehicles.
- 6.3 Children must not play in the car park and must not be left unaccompanied.
- 6.4 You must make sure that your vehicle is parked fully within one designated parking space. You must not park your vehicle over more than one parking space.
- 6.5 Your vehicle (including any roof racks and tow bars etc) must not exceed the maximum height of 1.95 metres and length of 5 metres.
- 6.6 You must comply with all instructions or requests given by any of our employees, or anyone who we have authorised to act for us, or any signage located in the car park for controlling traffic, car park use and the positioning of vehicles within the car park.
- 6.7 All animals must be kept on a lead when outside a vehicle.
- 6.8 In the event of a fire, you must leave your vehicle and leave the car park via the nearest exit on foot. Any lifts should not be used.

#### 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 will be liable for any costs incurred, and you must tell one of our employees immediately. This includes car park gates, any car lifts and pedestrian doors.
- 7.2 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.
- 7.3 If you damage any property or structure within the car park, you will be required to pay the reasonable costs including, but not limited to, repairing the damage, loss of income and administration costs for rectifying the fault.

#### 8 Prohibited activities

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 You are not allowed to sleep or live in your vehicle whilst it is in the car park.
- 8.6 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.
- 8.7 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.
- 8.8 You are only allowed to park in the parking spaces which we have marked as being for customer use.
- 8.9 You are not allowed to park in a parking space that has been reserved for somebody else.
- 8.10 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.
- 8.11 You are not allowed to leave shopping trolleys in the car park.
- 8.12 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.
- 8.13 Smoking is forbidden within both the car park and the immediate vicinity.
- 8.14 You must not prop, hold or block any car or pedestrian gates.
- 8.15 You must not tamper with any fire or security systems.
- 8.16 You must not tailgate any vehicle entering or exiting the car park.
- 8.17 You must not walk or take a bicycle through a car gate.

- 8.18 You must not do anything in the car park which would be a breach of the law.
- 8.19 You must only park in a disabled parking space if you have a disabled badge which is visible from the windscreen.
- 8.20 You must not park more than one vehicle in the car part at any time.
- 8.21 You must not leave your ticket/access fob in the vehicle. This must be kept with you at all times.

#### 9 Moving and relocation of vehicles

- 9.1 If your vehicle is causing an obstruction in the car park or not parked within a designated bay, we will arrange for your vehicle to be removed. We will initially attempt to contact you via the contact details provided.
- 9.2 If your vehicle has been parked for more than 14 days without payment, we will arrange for your vehicle to be removed. We will initially attempt to contact you via the contact details provided.
- 9.3 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.
- 9.4 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

- 10.1 Your ticket is specific to your vehicle and is non-transferable.
- 10.2 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.
- 10.3 Although we issue your ticket to you, all tickets belong to the Company.
- 10.4 If you cannot show us your parking ticket/access fob, 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/access fob.

#### 11 Tariff

- 11.1 **Casual user** – The prices for using the car park will be displayed on tariff boards with the park and may be changed by us from time to time.
- 11.2 **Season ticket holder** – The price for using the car park is detailed in section 1 and may be changed by us from time to time, after the initial parking period.
- 11.3 Where a daytime tariff is agreed, you are entitled to park within the car park between 08:30 and 18:00 Monday to Friday. Parking outside these hours will incur a charge to you of £25.00 plus £5.00 up to the first hour and £5.00 for every subsequent hour. This charge must be paid within 24 hours of our invoice.
- 11.4 Where a monthly rolling tariff is agreed, you must make payment on the monthly anniversary by standing order, to the following account:
 

<b>Barclays Bank</b>	<b>Account Name:</b>	<b>NGM Client Account</b>	<b>Account Number:</b>	<b>93978419</b>
	<b>Sort Code:</b>	<b>20 55 59</b>	<b>Ref:</b>	<b>Your Name; Car Park</b>
- 11.5 We reserve the right to cancel your season ticket where payment is not received by the due date.

#### 12 Unpaid charges

If you do not pay any charges that you owe us, we reserve the right to take action through the courts to recover the unpaid charges and any reasonable related legal costs.

#### 13 Season tickets / access fobs

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

- 13.1 All season tickets/access fobs shall remain our property and you shall not intentionally damage, alter or tamper with them in any way.
- 13.2 You must pay for your season ticket before you start using the car park.
- 13.3 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 confirm the cost of any further Parking Periods. These amounts must be paid to us before the next Parking Period starts.
- 13.4 Season tickets are valid only for the car park and the Parking Period initially registered or otherwise agreed with us in contract. We reserve the right at any time to close, permanently or temporarily, the car park for which the season ticket is valid.
- 13.5 Season tickets are not transferable without prior written consent from us, such consent may be refused at our sole discretion.
- 13.6 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.
- 13.7 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.
- 13.8 A replacement season ticket/access fob will only be issued on receipt of written confirmation of its loss or damage. An administration fee is applicable for issuing a replacement ticket/access fob.
- 13.9 You must always present your season ticket/access fob upon entering and exiting even if the car gate is open.

- 13.10 If we ask you to park in a specific parking space in the car park, you must do so. If you do not do so when requested, you may be required to pay additional charges.
- 13.11 You must inform us of any changes to your contact details and car registration in order for us to maintain up to date information.
- 13.12 Any fobs must be returned within 7 days following the expiry of the season ticket. Failure to do so will result in the forfeiture of the deposit.
- 13.13 Any deposit will be refunded within 14 working days following the correct return of the fob and receipt of an e-mail from you containing the bank details for payment.

#### 14 Permit display users

- 14.1 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.
- 14.2 The parking permit must be displayed on the windscreen of your vehicle with all details visible from the outside of the vehicle.

#### 15 Penalties

- 15.1 Lost or forgotten fobs/season tickets are charged at a cost of £50.00.
- 15.2 Lost or forgotten casual tickets are charged at a cost of £90.00.
- 15.3 If you do not comply with or breach these terms, we may issue you with a penalty charge notice (Minimum charge of £50.00). This includes recovering our costs for breaches requiring our assistance outside of our standard office hours. In addition, we reserve the right to refuse you entry to our car parks in the future.

#### 16 Complaints

- 16.1 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 Northern Group Management Limited, Jactin House, 24 Hood Street, Ancoats Urban Village, Manchester M4 6WX or email enquiries@northerngroup.co.uk.
- 16.2 If the car park has CCTV installed, the CCTV footage may be reviewed at the company's discretion. This will be subject to the nature of the complaint, position of CCTV cameras and timescales provided.

#### 17 Agency

Every person who enters into an agreement with us for parking 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.

#### 18 Variations of the terms

These Terms cannot be varied by the customer unless we expressly agree to the variation in writing. We may vary the terms by providing at least one months' notice by e-mail or in writing.

#### 19 Third party rights

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

#### 20 Governing the 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.

#### 21 Notice

Where a monthly rolling season ticket is agreed, the customer must provide two months' written notice to end this agreement. This notice must only expire on the last day of the payment period. The notice to be issued to: Northern Group Management Limited, Jactin House, 24 Hood Street, Ancoats Urban Village, Manchester M4 6WX.

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Signed by the customer

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Date

dd-mm-yy

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Signed on behalf of the company

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Date

dd-mm-yy