

Terms and conditions of use of the car park

Please note that this is an abbreviated version for a full set of terms and conditions please go to the car park office or our website.

“The Company” means Chantry Place – The Chapelfield Partnership, whose registered Office is 1 Curzon St, London, W1J 5HD and includes the company’s servants, employees and agents.

You understand and agree that the Company will be represented in relation to these Terms & Conditions by the Chantry Place centre management office.

1. Liability of the company

All persons entering the car park do so at their own risk and neither the Company nor any person acting on its behalf is in any way responsible for any loss, injury or damage sustained by them or for loss or damage to vehicles and their contents left within the car park. This does not exclude liability caused by the Company’s negligence or other breach of duty. If your vehicle is damaged in any way whilst in the car park, or should you lose the vehicle or any of your personal possessions from it whilst it is in the car park please:

- a. immediately inform the centre management office
- b. report any incident of theft to the police
- c. notify your insurers promptly

If any damage, loss or injury is suffered, the centre management office should be notified before the vehicle is removed from the premises.

2. Tariff and lost tickets

A schedule of charges is displayed at the entrances to the car park and at pay machines. The Company reserves the right to vary the tariff without notice. If you lose your car park ticket a fixed charge of the full daily rate will apply.

3. Tickets

Tickets are non-transferable. Tickets are only valid for one entry and one exit at any one time (i.e. you must enter and leave the car park before the ticket will allow a second entry to be made). The ticket cannot be used in respect of a second vehicle or car park user.

4. Responsibilities of car park users

Persons using the car park should adhere to the Highway Code and must obey all signage. Persons using the car park must obey directions from car park personal. If you cause any damage to a vehicle in the car park you must notify a member of staff and leave your registration and contact details immediately. You must ensure that your vehicle is parked in an appropriate manner at all times. If you intend to leave your vehicle in the car park for more than 48 hours you must notify the car park manager located in the centre management office.

5. Season ticket parking

A season parking ticket is the company’s property and must be surrendered to the company on its expiration. Such season ticket is not transferable and is available only for the vehicle for which it is issued. Unless otherwise agreed a season parking ticket does not entitle the customer to priority over any other customers of the company or particular space in the car park.

6. Prohibited activities

You are not permitted to tow any vehicle into the car park. No work on or cleaning of, vehicles is permitted in the car park. No activity in connection with the selling, hiring or other disposal of vehicles is permitted in the car park. No car boot sales or selling of any type is to take place.

7. Rights of the company with respect of vehicles

The Company reserves the right to refuse admission to its car park.

Every vehicle in the car park is subject to a lien for all charges due from the vehicle owner to the Company and the Company reserves the right to refuse to release your vehicle until those charges have been paid. The Company reserves the right to: move vehicles within the car park, by driving or otherwise:

- a. to the extent that it is reasonably necessary to avoid any obstruction, security risk or health and safety risk to other users of the car park: or

- b. for the more efficient arrangement of its parking facilities at car parks: or
- c. to remove immobile vehicles from the flow of traffic: or
- d. to place vehicles parked over multiple bays into a correct parking bay.

Remove a vehicle from the Company’s premises, by driving or otherwise, if it is reasonably considered to be causing a risk or a potential risk, to the users of the car park. The Company will consider a vehicle to be a risk if it is blocking an emergency exit: causing a fire hazard: posing a security risk or health and safety risk, or any other situation in which other users of the car park or the shopping centre may be at risk.

Before removing a vehicle from the car park the Company will make reasonable enquiries to identify and contact the owner of the vehicle.

The Company may choose to employ the services of a third party contractor to tow or otherwise remove the vehicle from the premises and the vehicle owner will be charged to recover the vehicle.

The Company reserved the right to recover any reasonable costs incurred by them in the removal of a vehicle.

The Company reserves the right to move vehicles to any other reasonably convenient car park where the car park gates to be closed either temporarily or permanently in whole or part, for any reason.

The Company reserves the right to make a charge of £50 to the Keeper of a vehicle which exits or leaves the car park illegally, by tailgating a previous vehicle and without paying the appropriate parking charge.

8. Abandoned vehicles

Any vehicle left in the car park for more than 5 days, which is not subject to a season ticket or for which prior notification has been given to the Company, may be considered abandoned.

The Company reserved the right to dispose of any vehicle it reasonably believes to have been abandoned.

Before disposing of abandoned vehicles the Company will make reasonable enquiries to identify and contact the registered keeper of the vehicle.

By accepting a ticket you confirm that you have read and understood the terms and conditions set out above along with the Further Guidance set out below.

If any term, or part thereof, is found to be invalid, illegal or unenforceable, that term, or part term, shall be deemed not to form part of these Terms and Conditions of use and the remaining terms shall not be affected and shall be enforceable.

9. Further guidance

Before leaving your vehicle:

- Ensure your vehicle is locked and all windows securely closed
- Ensure that any security lock is properly engaged and alarm system activated
- Take all possessions with you when you leave your vehicle. If this is not possible, do not leave them where they are visible
- Carry your ticket with you

When driving in the car park

- Drive carefully and safely
- Abide by the usual rules of the road and take notice of all markings and signs (static and digital) especially in relation to giving way to other vehicles, watching for pedestrians and stopping
- Do not delay your exit from the car park and keep a watchful eye for children using the car park

10. Notification and complaints

For any queries in respect of these terms and conditions or if you consider you have a complaint against the company, we ask you to notify the company if possible within 48 hours, in writing, to the Car Park Manager at the centre management office.