

# Car Parking Terms and Conditions for Harwich International Port

Effective Date: 1 March 2009

## THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF THE CRUISE CAR PARK BY CUSTOMERS, CUSTOMERS ARE REQUESTED TO READ THESE TERMS AND CONDITIONS CAREFULLY AND TO FOLLOW THE RECOMMENDED PROCEDURES WHERE APPLICABLE.

### 1. DEFINITIONS AND INTERPRETATIONS

"Car Park" means the Company's cruise car park at Harwich International Port;

"Company" means Harwich International Port Limited;

"Customer" means a person who uses the Car Park (and includes a person who has completed a telephone booking with the company for entrance to the Car Park);

"Stay" means the agreed period of time a Customer is permitted to leave their vehicle in the Car Park;

"Pre-Paid Voucher" means the voucher issued by the Company to a Customer, following a completed booking for entrance to and use of the Car Park for the Stay.

### PART A: ADVANCE BOOKINGS

#### 2. PRE-PAID VOUCHERS

2.1 A Customer may make an advance booking for the Car Park by telephone and pre-paying by credit or debit card. The Customer will be sent a Pre-Paid Voucher.

2.2 Pre-Paid Vouchers are valid only for the Vehicle in respect of which they are issued.

2.3 A Pre-Paid Voucher does not entitle the Customer, unless otherwise specified, to any particular space in the Car Park or to priority over other Customers.

2.4 The Customer is required to present its Pre-Paid Voucher upon arrival at the Car Park. If the Customer has lost or forgotten its Pre-Paid Voucher, the Company reserves the right to refuse entrance to the Car Park until it has made reasonable and satisfactory enquiries regarding such Customer's booking and payment.

### 3. REFUNDS AND AMENDMENTS TO BOOKING

3.1 The Company shall only issue refunds on request from the Customer:

- (a) within 24 hours from the Customer making their original booking; or
- (b) in exceptional circumstances at the Company's sole discretion;

and in both cases an administration fee of £20 will be retained by the Company.

3.2 The Company shall only agree to amendments to bookings on request from the Customer within 30 days prior to the Customer's arrival

date at the Car Park and subject to the Customer paying an administration fee of £20 for each amendment.

### PART B: GENERAL

#### 4. USE OF THE CAR PARK

4.1 Customers shall ensure that before leaving their vehicle in the Car Park:

- (a) wherever possible, all loose items and personal possessions are removed from the vehicle and locked in the boot of the vehicle;
- (b) the vehicle is securely locked;
- (c) the vehicle is securely closed; and
- (d) if the vehicle has any anti-theft devices fitted, they have been engaged.

4.2 Customers shall at all times during their Stay;

- (a) ensure that no activity in connection with repairing (save for emergency repairs in the event of a breakdown), maintaining, washing, refuelling (including discharging fuel), selling, hiring, or otherwise disposing of their vehicle is carried on in the Car Park;
- (b) ensure that nothing is done in the Car Park to their vehicle which may be or may become a nuisance, annoyance or disturbance to the Company or other occupiers of adjoining or neighbouring premises;
- (c) drive their vehicle in a reasonable, careful and considerate manner;
- (d) in the event that they damage a vehicle in the Car Park, report the incident to the Company immediately and give the registration details of all vehicles involved; and
- (e) obey the directional and other signs in the Car Park.

4.3 Customers shall comply with all reasonable directions, regulations and instructions given by the Company, its servants and/or its employees from time to time in relation to the use of the Car Park.

4.4 Unless otherwise instructed or agreed by the Company, the Customer shall remove their vehicle from the Car Park before 12.00 p.m. on the last day of their Stay. The Company reserves the right to charge Customers an additional fee for failure to comply with this condition.

#### 5. MOVING OF VEHICLES

5.1 The Company reserves the right to:

- (a) move vehicles within the Car Park, by driving or otherwise, to such extent as reasonably necessary to avoid obstruction or for the more

efficient arrangement of its parking facilities at the Car Park; and

- (b) where the Car Park has to be closed with permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove a vehicle at any time to any other reasonably convenient premises within the control of the Company or otherwise as may be expedient.
- 5.2 To the extent that it may be necessary to exercise the rights conferred upon the Company under this condition, the Company, its servants and agents shall have the right to drive or otherwise take the vehicle on the public highway.

## **6 LIENS AND DISPOSAL OF ABANDONED VEHICLES**

- 6.1 Every vehicle in the Car Park is subject to a lien for all charges due or accruing and due from the Customer to the Company and the Company reserves the right to refuse to release any vehicle from the Car Park until those charges have been paid.
- 6.2 The Company reserves the right to sell any vehicle which it reasonably believes to have been abandoned.
- 6.3 Before proceeding with the disposal of abandoned vehicles, the Company will:
- (a) make reasonable enquiries with a view to identifying and contacting the registered keeper of the vehicle in question; and
  - (b) give 28 days notice of its intention to do so to the registered keeper by post addressed to the registered keeper's last known address.
- 6.4 Abandoned vehicles will be sold by auction whenever practicable and the proceeds of sale will be applied towards satisfaction of all sums owing to the Company by the Customer together with the expense of sale. In connection with such sale, the Company shall be entitled to charge reasonable storage charges in respect of the period during which the vehicle is in the possession of the Company.

## **7 LIABILITY**

- 7.1 The Company offers no warranty or indemnity as the protection or safety of vehicles left in the Car Park or the contents of the vehicles.
- 7.2 Accordingly the Company, its servants and agents accept no liability in respect of:
- (a) any loss, destruction, damage or theft of or from any vehicle or the contents of the vehicle;
  - (b) the death of or personal injury sustained by Customers and others in the Car Park; and/or
  - (c) occupation of the Car Park by unauthorised persons or if the Customers are not able to gain access to the Car Park;

save and to the extent where the same is proved to be caused by the negligence of the Company, its servants and agents.

## **8 COMPLAINTS**

- 8.1 In the event of damage or destruction to, or theft from, a Customer's vehicle during the stay, the Customer shall, on becoming aware of such an incident:

- (a) report the incident to the Company immediately and allow the Company to inspect any damage to or destruction of the vehicle before leaving the Car Park;
- (b) in cases of theft, report the incident to the Police immediately; and
- (c) notify the insurers of the vehicle as soon as possible.

- 8.2 In the event of an incident as detailed in condition 8.1, if a Customer considers that they have valid claim or cause for complaint against the Company, they shall give written notice to the Company, giving full details of the incident and vehicles involved, within 72 hours of becoming aware of such an incident or, if earlier, within 72 hours of such time when the Customer should reasonably have been expected to become aware of the incident.

## **9. GENERAL**

- 9.1 The construction, validity and performance of these terms and conditions shall be governed by English law.
- 9.2 The failure of the Company to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these terms and conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Company's right later to enforce or to exercise it.
- 9.3 If any provision of these terms and conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 9.4 The company may update or amend any of these terms and conditions from time to time.