For 24hr assistance in the Midsummer Place multi-storey car park, please call us on 01908 557008.



Definitions:

"The Company" means Midsummer Place Ltd whose registered office is situated at 35 Ballards Lane, London, United Kingdom, N3 1XW and includes the Company's servants, employees, and agents. You understand and agree that the Company will be represented in relation to these Terms and Conditions by Savills (UK) Ltd and the local centre management office.

"Car Park" means the car park situated above the venue ("Midsummer Place"), accessible from Saxon Gate.

"Vehicle" means the vehicle which enters the Car Park and includes any mechanical device on wheels, its equipment, and accessories. "Persons," "You" and "Your" means a person who has accepted these terms and conditions by entering and parking a vehicle in the Car Park.

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 on 01908 5570008 before the vehicle is removed from the premises.

2. Payment and Charges

Parking charges must be paid in accordance with the posted rates as displayed at the entrance and beside the payment stations within the Car Park. Failure to pay the parking charges shall be considered a breach of these terms and conditions, and legal action will be taken to recover the outstanding parking charges and associated costs. The Company reserves the right to vary the tariff without notice. b. For the more efficient arrangement of its parking facilities at car parks: orc. To remove immobile vehicles from the flow of traffic: ord. To place vehicles parked over multiple bays into a correct parking bay.

The company reserves the right to 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 reserves 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.

3. Automatic Number Plate Recognition

The Car Park operates on a ticketless system with Automated Number Plate Recognition (ANPR). Cameras are installed at both the entrance and exit of the Car Park, and automatically log the number plate of vehicles on entry and exit. This information is used to determine the length of stay, pre-booking status, and relevant parking charges payable.

4. Tickets

If the ANPR system is unable to automatically read a number plate, you will be issued a paper ticket at the entry barrier. 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.

5. Lost Tickets

If you fail to produce your ticket on departure, you will be charged at the full 24-hourly rate for each 24-hour period or part thereof of the duration your vehicle has been in the Car Park. No refund will be made for any parking charges paid in respect of a lost ticket.

6. Responsibilities of car park users

Persons using the car park should adhere to the Highway Code and must comply with all posted signs, markings, speed limit and instructions within the Car Park, and must not obstruct the flow of traffic. If you cause any damage to a vehicle in the car park you must notify the control room on 01908 5570008 and leave your registration and contact details immediately. You must ensure that your vehicle is parked in an appropriate manner, in a designated parking space, at all times. If you have to leave your vehicle in the car park after closing time, you must contact the control room on 01908 557 008.

9. 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 reserve 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.

10. Acceptance of terms

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.

11. 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

7. Prohibited activities

You are not permitted to tow any vehicle into the car park. You must not under any circumstances exit the Car Park by walking under a vehicle entrance or exit barrier, or by walking on the ramps. No work on or cleaning of, vehicles is permitted in the car park without documented permission from the Company. 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. Bikes, rollerblades, electric-scooters, micro-scooters, skateboards and Heelys[®] are not permitted in the car park or on the car park ramps. Pedestrians are not permitted on the car park ramps at anytime. Smoking, vaping, littering, and any form of illegal activity are strictly prohibited within the Car Park.

8. 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



Please display your disability badges prominently. Payment for disabled parking is the standard rate, please visit your nearest pay machine for more information.

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

12. 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 operations manager at the centre management office.

13. CCTV

Please note that CCTV, ANPR (Automatic Plate Recognition) and Body-worn Video (BWV) is in operation within this car park for the purposes of vehicle management, public safety and crime prevention and detection. By entering our Car Park, you agree that we may collect your data for effective operational purposes. Your data may also be used for crime prevention and security purposes.

The scheme is jointly operated by Midsummer Place Ltd and Savills (UK) Ltd. For further information, please contact Savills (UK) Ltd. Tel: 0345 838 7627

midsummerplace.co.uk