



Parking Terms and Conditions

These Terms and Conditions will form the basis of the contract between us and so contain important information.

Please read all of these Terms and Conditions carefully. We recommend that you retain a copy of these Terms and Conditions in a safe place. By booking for parking and/or related services, you agree to be bound by these Terms and Conditions and in particular those matters for which we do not accept responsibility.

1. Application of these Terms and Conditions

These Terms and Conditions apply to all bookings for parking and/or related services at a Car Park (as defined below) whether that booking is made online, by telephone or in person.

The Car Park Terms and Conditions for your Nominated Car Park (as defined below) form part of (and are deemed to be incorporated in) these Terms and Conditions.

Please read the Car Park Terms and Conditions for your Nominated Car Park carefully.

2. Definitions

In these Terms and Conditions:

Any references to **"we"**, **"us"** and **"our"** shall be a reference to Sorbon Estates Limited and, where applicable, each other operating company in the Shanly group of companies;

"you", **"your"** and **"customer"** means a person who has entered into a contract with us for the parking of a vehicle at a Car Park and/or parking related services at a Car Park (all customers entering into a contract with us for the parking of a vehicle at the Car Park, whether by purchasing a parking ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing);

"Booking" means your booking for parking and related services at a Car Park made online, by telephone or in person.

"Booking Line" means the telephone number(s) provided by us for customer service and bookings published from time to time.

"Booking Period" means, for the Nominated Car Park, the times and the date(s) specified in your Booking;

"Booking Reference" means a reference number unique to your Booking, which we will give you when you book parking and related services;

"Car Park" means any parking facility owned, managed, operated by us or a third party provided for the parking of vehicles or other facilities for which we sell parking services;

"Car Park Terms and Conditions" means the car park terms and conditions relating to use of the Nominated Car Park and which form part of (and are deemed to be incorporated in) these Terms and Conditions;



“Data Protection Laws” means any applicable laws relating to the processing, privacy and use of personal data including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679);

“Nominated Car Park” means any parking facility owned, managed, operated by us or a third party provided for the parking of vehicles or other facilities for which we sell parking services, as specified in your Booking and to which the Booking relates;

“Order” means an order for the purchase of parking and/or related services at a Car Park made:

- (a) through our website(s), placed by you by submitting an application form via the Website; or
- (B) by telephone through the Booking Line, placed by you providing information over the telephone to enable an application form to be completed on your behalf;

“our representative” means any of our officers, employees and agents (acting in the course of business and within the scope of their duties towards us);

“Terms and Conditions” means these terms and conditions (including the Car Park Terms and Conditions);

“Vehicle” means any vehicle used to convey passengers or items that enters into the Nominated Car Park including any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it; and

“Website” means www.sorbonestates.com and all other URLs operated by us.

3. Information about us

Sorbon Estates Limited is registered in England and Wales under company number 01128100. Our registered office is at Sorbon, Aylesbury End, Beaconsfield, Buckinghamshire, HP9 1LW. In certain car parks, we act as agent on behalf of the car park owner, which may be a corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

4. How the contract is formed

- (a) Online If you place an Order online, you will be making an “offer” to us to purchase parking and/or related services at a Car Park. Placing your Order does not mean that your Order has been accepted. All Orders are subject to acceptance by us, and we shall confirm our acceptance to you by advising that your Booking is confirmed. The contract for the parking and/or related services will only be formed when we advise that your Booking is confirmed.
- (b) By Telephone If you make an enquiry about purchasing parking and/or related services at a Car Park, we will confirm the agreed price by providing you with a proposal which will be us making an “offer” to you. To accept the offer, you will need to confirm to us by telephone that you wish to proceed to book parking and/or related services so that we can take your payment details. The contract between us will be formed when we have taken your payment details. We will then advise you that your Booking is confirmed. Telephone bookings may be subject to an administration charge, details of which will be advised to you before the contract is formed; except as referred to in condition 8(f), this telephone booking administration charge is non-refundable.

5. Payment methods and receipts

We currently accept payment for parking and/or related services at a Car Park by credit card and debit card. Your booking confirmation is your receipt for payment.

6. Your Booking

- (a) When you book car parking through the Website or Booking Line, you will be given a Booking Reference unique to your Booking. This confirms that you have a space to park for the Booking Period specified in your Booking but does not guarantee you a space, entitle you to park in areas marked as reserved or confer upon you any element of exclusivity in or over any part of the Nominated Car Park(s).
- (b) The Booking you make is non-transferable, either from you to someone else or between different Car Parks.
- (c) The Booking you make is valid only for the Booking Period and at the price specified in your Booking, and for the Nominated Car Park. Prices are subject to change and quotes provided are valid at the time of Booking only. Please check your Booking before confirming payment, as mistakes cannot always be rectified and may be subject to a re-booking or amendment charge.
- (d) When you enter and exit the Nominated Car Park, it is imperative that you follow the instructions you have been issued within your Booking confirmation.
- (e) When you pre-book parking at a pay and display Car Park, details of what you will need to display at the Nominated Car Park will be sent with your Booking Confirmation. Failure to do this may result in the issue to you of a parking contravention notice.
- (g) The Booking Period and price charged for when you pre-book is calculated on the basis of the date(s) you select when making your Booking. If your date changes from the Booking Period, and as a result your actual time in the Nominated Car Park differs from the Booking Period, you may be liable for an additional charge and/or the issue to you of a parking contravention notice. The terms of this condition apply irrespective of the reason why you are late back into the Nominated Car Park, unless your delayed return is caused directly by our negligence.
- (h) Upon request, we will send to you a receipted VAT invoice relating to the Booking Period for which payment has been made.
- (i) You must not, at any time, use the Nominated Car Park(s) as a storage facility for your vehicle or conduct any activity in connection with the selling, hiring, disposal of vehicles, provision of goods or services or any other business at the Nominated Car Park(s) without prior written permission from us, failing which we shall be entitled to immediately terminate any Booking that you have with us at that time.
- (j) If you replace your vehicle during the Booking Period you must notify us of the new vehicle registration number before using your replacement vehicle in that Nominated Car Park.
- (k) You must ensure that any children or animals are accompanied and properly supervised at all times when they are using the Nominated Car Park. Please be aware of other vehicles in motion around the Nominated Car Park.

6a - Access and re-location of vehicles

- (i) We reserve the right to refuse the admission of any vehicle to any Nominated Car Park for any reason whatsoever.
- (ii) We reserve the right to move vehicles within a Nominated Car Park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Nominated Car Park.
- (iii) We additionally reserve the right to use a lawful authority to remove any vehicle to another reasonably convenient car park, whether or not operated by us, where the Nominated Car Park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Nominated Car Park has to be evacuated in an emergency.
- (iv) To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 6a, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

6b - Abandoned vehicles

- (i) We are entitled to regard as abandoned any vehicle left in a Nominated Car Park for more than 28 days without prior notification and which is not known by us to be covered by a valid booking.
- (ii) We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle.

Before proceeding with the disposal or sale of abandoned vehicles we will:

- a) refer the matter to the appropriate authorities, which may include the local police and the DVLA; and
- b) affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.
- (iii) Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.
- (iv) Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement.

6c - Prohibited activities

(a) You shall not:

- (i) Tow or have towed a vehicle in to a Nominated Car Park. In the event of vehicle breakdown, you must immediately contact an employee or agent of ours to ensure that your vehicle removal is organised without causing damage or danger to any other person or property in the Nominated Car Park;

(ii) Spend an excessive amount of time (as determined by us in our absolute discretion) in your vehicle whilst it is parked in a Nominated Car Park and this includes, but is not limited to, sleeping in your vehicle or staying overnight in a vehicle or staying overnight in the Nominated Car Park or camping in the Nominated Car Park;

(b) You shall not carry out any of the following activities at any time in the Nominated Car Park:

(i) Any service work, maintenance, cleaning (unless carried out by our employees, agents or representatives) or repairs to any vehicle;

(ii) Partaking in any business activity at the (i)including, but not limited to, in connection with selling, hiring or other disposal of the vehicle or any other services;

(iii) Filling or emptying vehicle fuel tanks;

(iv) Misusing, obstructing or damaging any facilities or other vehicles in the Nominated Car Park, including but not limited to, dropping litter or fly-tipping waste on the Nominated Car Park;

(v) Driving dangerously or too fast and in contravention of the directional signs and speed limits;

(vi) Making unnecessary noise, including playing music in any way that annoys users of the Nominated Car Park or people who live or work nearby;

(vii) Filming or taking photographs of any vehicles, the Nominated Car Park or other users of the Nominated Car Park;

(viii) Cooking, cleaning or lighting fires;

(ix) Doing or attempting to do anything which is a criminal offence or breach of the law.;

(x) Parking in bays which are not designated for your vehicle type including, but not limited to, parking in a disabled person's parking space without displaying a valid disabled person's badge belonging to yourself or another occupant of the vehicle, parking in a space for electric vehicles when you are not using the charging facility and parking in a reserved space'

(xi) Smoking anywhere within the Nominated Car Park and the immediate vicinity of the Nominated Car Park;

(xii) Leaving the Nominated Car Park in a state or condition unfit for use by other persons using the Nominated Car Park;

(xiii) Using any area of the Nominated Car Park as toilet facilities;

(xiv) Any anti-social or annoying behaviour which may cause offence or inconvenience to us or any other user of the Nominated Car Park including, but not limited to, drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering or having any animals off a lead when outside of a vehicle.

(c) Permission to use the Nominated Car Park is automatically withdrawn if you or your passengers or anyone else under your authority or control do any of the things prohibited in clauses 6c(a) and (b). We reserve the right, in our absolute discretion, to add to the list of prohibited activities at any

time. Any of our representatives may require you to leave at any time and they are authorised if necessary to call for police assistance to have you removed.

6d- Security of your vehicle

(a) Unless asked by our employees or agents not to do so in the case of emergency, please ensure that your vehicle is left securely locked with the handbrake on, all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

(b) We may install CCTV cameras in the Nominated Car Park at our discretion to assist in its proper running. Whilst the cameras may act as a deterrent to criminal activity, we do not make any representation as to the coverage provided or guarantee of the security of your vehicle if CCTV is installed in the Nominated Car Park.

6e – Rates and outgoings

THIS SECTION WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER

Where applicable, you agree and undertake to pay any business rates, taxes and other impositions and outgoings payable in respect of your use of the Nominated Car Park to the relevant party. If any such rates, taxes or other impositions and outgoings are payable together with other property (including the remainder or any other part of the Nominated Car Park) you shall pay a fair proportion (determined conclusively by us except as to questions of law and in the absence of any manifest error) of the total.

6f – Parking Charge Notices

(a) If you do not comply with our Terms and Conditions we may issue you with a Parking Charge Notice requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the “**Parking Charge**”). Specific details about the Parking Charge payable are available in each Nominated Car Park.

(b) Details/information relating to how to pay the Parking Charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the Parking Charge Notice.

(c) By parking your vehicle in the Nominated Car Park you consent to us capturing, using and processing your Vehicle Registration Mark (**VRM**) and personal details via CCTV and Automatic Number Plate Recognition (**ANPR**) for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to request and obtain the details of a vehicle’s registered keeper from the Driver and Vehicle Licensing Agency (**DVLA**). This information may be shared with the 3rd party parking management company who may provide administration, management and enforcement services on our behalf.

5.5 If the Nominated Car Park and/or the equipment in the Nominated Car Park is damaged by you, your vehicle, its contents or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

7. Nominated Car Park not available

(a) If we are prevented from or delayed in the carrying on of our business and obligations under our contract and/or these Terms and Conditions due to circumstances beyond our reasonable control (including acts of God, governmental action, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes), we reserve the right to:

- (i) cancel your Booking; or
- (ii) offer you parking and related services in an alternative Car Park than the Nominated Car Park to which the Booking relates. If you do not wish to accept our offer of alternative parking or related services, you may cancel your Booking or part of it through the Website or Booking Line.

(b) Where we are prevented from or delayed in the carrying on of our business and obligations under our contract and/or these Terms and Conditions due to Car Park operational reasons, we reserve the right to:

- (i) cancel your Booking; or
- (ii) offer you parking and related services in an alternative Car Park than that to which the Booking relates. If you do not wish to accept our offer of alternative parking or related services, you may cancel your Booking or part of it through the Website or Booking Line.

8. Cancellation and refund policy

(a) Cancellation by you - If you wish to cancel your Booking or part of it, you may do so through the Website or Booking Line. Cancellations made more than 48 hours before the entry time and date specified in your Booking will receive a refund. Please note that this right to a refund does not affect your legal rights. A cancellation charge may be deducted in respect of any cancellation. Details of any applicable cancellation charge will be advised to you before the contract between us is formed. No refund will be given for cancellations made 48 hours or less before the entry time and date specified in your Booking. We will not refund any telephone booking administration charge or credit card surcharge.

(b) Amendments or upgrades - If you wish to amend your Booking or part of it, you may do so through the Website or Booking Line. Amendments made more than 48 hours before the entry time and date specified in your Booking will receive a refund if one is due. Please note that this right to a refund does not affect your legal rights. An amendment charge may be deducted in respect of any amendment. Details of any charge applicable if you amend your Booking will be advised to you before the contract between us is formed. No refund will be given for amendments made 48 hours or less before the entry time and date specified in your Booking, or if the change requires additional parking time not specified in your Booking you will have to pay the full daily rate (from time to time) of the Nominated Car Park. We will not refund any telephone booking administration charge or credit card surcharge.

(c) Cancellation by us for breach - We may also cancel the contract between us at any time on notice to you if you breach any of these Terms and Conditions or misuse your Booking in any way, such as (for example) transferring your Booking to another person or allowing another person to use your Booking without our express prior consent.

- (e) Refunds – Nominated Car Park not available for reasons beyond our reasonable control - If we cancel your Booking in the circumstances referred to in condition 7(a)(i), or you cancel your Booking in the circumstances referred to in condition 7(a)(ii), then we will refund the amount we have received in respect of your Booking. Please note that this right to a refund does not affect your legal rights. In such circumstances, we will not refund any telephone booking administration charge or credit card surcharge.
- (f) Refunds – Nominated Car Park not otherwise available - If we cancel your Booking in the circumstances referred to in condition 7(b)(i), or you cancel your Booking in the circumstances referred to in condition 7(b)(ii), then we will refund the amount we have received in respect of your Booking and any telephone booking administration charge and/or any credit card surcharge previously charged. Please note that this right to a refund does not affect your legal rights. In such circumstances, no cancellation charge will apply either.
- (g) Refund procedure - A refund will only be made where you can provide us with a pre-paid Booking Reference. Refunds are only made to the credit or debit card with which payment was originally made. We do not issue refunds by cheque.
- (h) Failure to follow procedures - If you do not follow the cancellation and/or amendment procedures set out in these Terms and Conditions, no retrospective refund will be given after the entry time and date specified in your Booking.
- (i) No other rights to refund - Save as expressly provided for in these Terms and Conditions, no refunds will be given in respect of any booking cancellation and/or amendment.

9. Your legal rights

Nothing in these Terms and Conditions shall take away or modify any of your legal rights or entitlements.

10. Data protection

We will store, process and use all information regarding your personal details in accordance with the requirements of applicable Data Protection Laws. For further details on how we collect and use your information, please review our Website privacy policy details of which can be found at:

<https://www.sorbonestates.com/misc/privacy-statement/>

11. Entire agreement

THIS SECTION WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER

- (a) These Terms and Conditions (and any document expressly referred to in them) constitute the entire understanding between us in relation to their subject matter.
- (b) We each acknowledge and agree that, in entering into our contract, neither of us has relied on any warranty or representation given by the other or implied from anything said or written in negotiations between us prior to entering into our contract except as expressly set out in these Terms and Conditions.

12. Variation of Terms and Conditions

- (a) We reserve the right to amend these Terms and Conditions, or withdraw the right to parking and/or related services in future, at any time.
- (b) Nothing said or done by any of our representatives is capable of varying these Terms and Conditions.

13. Waiver

- (a) If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under our contract or any of these Terms and Conditions, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations.
- (b) A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

14. Severance

If any of these Terms and Conditions (or any provision of our contract) is found by a competent authority to be invalid, unenforceable or illegal, such term shall, to the extent that it is unenforceable, invalid or unlawful, be severed from the remaining terms and conditions, which shall continue to be valid to the fullest extent permitted by law.

15. Communications

Applicable laws require that certain communications or information we send to you should be in writing. By providing us with your email address as part of your booking for parking and/or related services, you agree to this electronic means of communication, and you acknowledge and agree that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing.

You must send any notices required to be given by you in writing and to our registered office address, details of which are set out above.

16. Transfer of rights and obligations

- (a) You are not entitled to assign, charge, sub-contract or transfer our contract or any part of it without our prior written consent. We may assign, charge, sub-contract or transfer our contract or any part of it to any person.
- (b) Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written agreement. Any term of our contract can be varied and our contract can be cancelled or terminated without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

17. Our Group Companies

We reserve the right to perform any of our obligations or exercise any of our rights under these Terms and Conditions through any other member of the same group of companies. This will not affect your rights under these Terms and Conditions.



18. Governing law and jurisdiction

These Terms and Conditions are governed by, and shall be construed in accordance with, English law. If you are a consumer, you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England.