

GUILDHALL SHOPPING CENTRE STAFFORD

MULTI STOREY CAR PARK – COMMUTER PASS

TERMS & CONDITIONS FOR USE

DEFINITIONS:

"The owner" means Guildhall SC Propco B.V., Guildhall Shopping Centre, Market Square, Stafford ST16 2BB

"The user" means

"The fee payable" means the non - refundable amount in sterling due from the user in favour of the owner payable in advance

"The car park" means the Guildhall Shopping Centre multi storey car park situated in Earl Street Stafford

"The pass" means the card containing a magnetic identification strip issued to the user by the agent for access to and egress from the car park.

"Monthly" means per calendar month.

TERMS & CONDITIONS:

1. **By using the car park, you accept the general terms and conditions displayed at the entrance to the car park.**
2. The owner reserve the right to amend and or change the terms and conditions for the use of the car park at their discretion and without notice to the users. The owner will mark any amendments to the general terms and conditions on the car park notice boards at the entrance to the car park.
3. The following terms and conditions for the issue and use of a pass are in addition to the general terms and conditions for the use of the car park as advertised at the entrance to the car park.
4. A pass will be issued to the user upon receipt of the fee of (delete as appropriate):
 - £450 per annum
 - £125 per Quarter
 - £50 MonthAll inclusive of value added tax.
5. The fee is payable in advance, and for a renewal of the pass it is payable prior to the expiry of the term purchased.
6. Passes purchased prior to the 15th of the month will be valid from the 1st of that month. Passes purchased between 15th and the end of the month will not be valid until the 1st of the following month.
7. Season passes will not be renewed automatically on expiry. It is the responsibility of the pass holder to renew season passes before the date of expiry should they wish to continue using the car park.
8. If the pass holder decides not to renew the pass, it **MUST** be returned to the owner no later than one week after the expiration of the pass. **Failure to return the permit within one week of expiration will result in a £20.00 fee being invoiced to the pass holder**
9. Late and/or non-payment will result in the pass being cancelled or blocked at the point of entry to the car park.
10. The pass remains the property of the owner and must be returned immediately to the owner upon reasonable request.

11. The pass is issued for the exclusive use of the user and registration named above. The use of the pass by any other person will result in the immediate determination of this licence and the automatic blocking of the pass at the point of entry to the car park.
12. Any change in personal details, including registration number, must be notified to the owner immediately to avoid potential penalty tickets.
13. All commuter pass holders must display the permit badge clearly on the windscreen of the car, at all times.
14. It is the responsibility of the user to immediately inform the owner should the pass be lost or stolen. Failure to immediately inform the owner of a lost or stolen pass will result in the determination of this licence and a charge will be made to the user named above for the period of unauthorised use.
15. Lost or stolen passes will be replaced by the owner subject to a replacement pass fee of £20.00 (twenty pounds) being paid by the user. The lost or stolen pass will then be blocked at the point of entry to the car park should an unauthorised user attempt to use it.
16. Should the pass be blocked at the point of entry to the car park it will not be possible for the user to enter the car park without seeking assistance from the owner. If the pass has been blocked due to unauthorised use or failure to pay the appropriate fee as described in paragraph four normal lost ticket charges will apply (currently £8.00 per day or part thereof).
17. Overnight parking is not permitted. If a vehicle is left on the car park overnight, it will be issued with a parking ticket and a fine (currently £60.00) will be payable.
18. Lost ticket and ticket fine fees are subject to change without notice.
19. Either party can determine this licence by giving 14 days' notice, in writing, including email notification.
20. The owner reserves the right to increase the fee for the issue of passes. The owner will give notice of any such increase in writing to the user no less than 30 days prior to any increase.
21. The parties declare that nothing in this agreement is intended or shall have the effect of creating any tenancy or legal rights to the user; possession, management and control of the site shall, at all times, remain vested in the owner.
22. By signing this agreement, you agree to be bound by the above terms and conditions.

