

Harlington Village Car Park - Terms & Conditions

Users are requested to read these terms and to follow the procedures recommended which are for their benefit. Should any user wish to make a complaint, the procedure is set out in (3) below. Please follow this to ensure that the matter is brought to the attention of office staff promptly.

1. Definitions

- 1.1 "The Council" means Harlington Parish Council whose office is: [Office address]
- 1.2 "Car Park" means the village car park adjacent to Bury Orchard and commonly though erroneously known as the Village Hall car park.
- 1.3 "User" means a person or persons leaving, using, or driving a vehicle in the car park.
- 1.4 "Vehicle" means any vehicle, car or bicycle permitted to park in the car park and shall include any wheeled or tracked device used as a car, together with its equipment and accessories.

2. The Council's Liabilities

users are asked to remember that the car park is open to everyone whether in a vehicle, pedestrians, cyclists or accessing or leaving a vehicle.

- 2.1 All drivers make use the car park at their own risk.
- 2.1 The Council will not accept any liability whatsoever in respect of any loss or theft of or from or damage to any vehicle only where the same is proved and to the extent that it is proved, to be caused by the negligence or breach of statutory duty by the Council.

3 Complaints

3.1 in the event that users' vehicles suffer damage whilst in the car park or should users lose the vehicle or any of their possessions from their vehicle whilst it is in the car park, they are requested:

- (a) Immediately to inform Council Office staff of the occurrence; and
- (b) In cases of theft, immediately to inform the Police; and
- (c) To notify their insurers promptly.

3.2 Disputes. In the event of a dispute arising between any decision of the Council and a user, appeals should be made in the first instance in writing to the Clerk to the Council at the Council Offices. Users should first ascertain that the basis of their dispute falls within the competence of the Council under 2 above.

4. Securing vehicles

4.1 Unless requested by the Council or one of its servants or agents not to do so, users must ensure that before they leave the car park:

- (a) Their vehicle is securely locked.
- (b) That all the windows of their vehicle are securely closed; and
- (c) If their vehicle is fitted with a steering lock or similar device, that it is engaged.

5. Possessions

5.1 Wherever possible users should take their possessions with them when they leave their vehicle.

5.2 If users have to leave possessions in their vehicle, they should not leave them on the seats where they are visible. They should put them in the boot and lock it. In particular laptops, satellite navigation hardware and other such items under no circumstances should be on view.

5.3 Users are reminded that their motor insurance policies may not cover possessions in the vehicle. It is possible to arrange separate insurance cover for possessions and users are recommended to do so.

6. Courtesy to other users

6.1 Should a user damage another user's vehicle, they are requested to report the matter immediately to a member of the Council's staff and supply the registration numbers of both vehicles.

7. Safety in the Car Park

7.1 Users must drive carefully in the car park and obey the direction signs.

7.2 Users should remember that car parks can be dangerous. Users should not wander about in the car park. Users with children must not permit them to play in the car park.

8. Agency

8.1 Every user parking in the car park enters into a contract with the Council and does so on behalf of themselves and all other persons having any material interest in the vehicle and its contents.

10. Moving and re-location of vehicles

10.1 The Council reserves the right to ask a user to move their vehicle within the car park to such extent as the Council, or its agents may in their discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities.

10.2 The Council additionally reserves the right where permission to park has been refused, and a user ignores that refusal and wilfully parks regardless, to remove that vehicle to the public highway.

12. Prohibited activities

12.1 No vehicle shall be towed into the car park and no work on or cleaning of vehicles by users or their agents shall be done in the car park.

12.2 No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the car park.

13. Variation of these Terms and Conditions

13.1 No person has authority to vary or alter these Terms and Conditions unless such variations are in writing under the hand of an Officer of the Council or its Clerk.

14. Severability

Whilst the exclusions and limitations of liability in above agreement are considered by the Council to be reasonable in all the circumstances it is agreed that if one or more of such exclusions or limitations shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances under statute or common law but would be adjudged reasonable if any particular exclusion or limitation were deleted or if any part of the wording thereof were deleted, restricted or limited in any particular manner including the increase in a maximum sum for liability then the said exclusions shall apply with such deletion, restrictions or limitations as the case may be.

15. Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of England. The users irrevocably submit to the jurisdiction of the English Courts.

16. General Data Protection Regulations (GDPR)

Harlington Parish Council fully adhere to the General Data Protection Regulations (GDPR) following implementation on the 25 May 2018.

17. Acknowledgements

These Terms and Conditions are modelled on the guidelines of the British Parking Association (BPA) for its members chargeable public car parking on private land.

Harlington Parish Council is not a member of BPA.

Key holders

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