



**(a trading name of Lawmans UK Ltd)**

## **Terms & Conditions**

Please read carefully. This is a safety notice with conditions that may affect your legal rights. Everyone entering a Yellow Park car park is bound by the Terms and Conditions and entry to the Car Park will bind them to these Terms and Conditions. They must follow the procedures outlined in these Terms & Conditions obey the directions displayed on signs, notices, markings, etc.

Please remember that the Car Park is open to the public and it is not possible to guarantee the security of your vehicle and its contents.

## **Definitions**

"The Company" means the operating companies and the management company and all companies associated with it and its leases, and all other persons having any propriety or other interest in the Car Park. "The Customer" means any person who uses the Car Park whether by him or herself, or his or her servants or agents or as servant or agent for anybody else and any person having any propriety, possessors, financial or material interest in the vehicle. "Entrant" means any natural person who enters or is in the Car Park whether or not the Customer. Except where expressly qualified person includes companies, firms and associates incorporated or un-incorporated; words in singular shall where applicable include the plural.

## **Speed Limit**

There is a maximum speed limit in this Car Park of 5 mph.

## **Security**

Before leaving the Car Park, Customers are strongly recommended to; ensure that your vehicle is securely locked, ensure that all windows in the vehicle are securely closed and If the vehicle is fitted with security devices - please ensure that they are working and have been activated. If you have to leave possessions in the vehicle then do not leave them in plain sight, e.g. on a seat.



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Customers are reminded that their motor insurance policies may not cover possessions in vehicle.

### **Safety**

All persons must: Drive carefully in the Car Park and: Observe the rules of the road and; Park only inside a clearly marked space and; proceed immediately to nearest exit, stairs or lift lobby and; leave the Car Park directly and; Obey directional signs and; Keep children under close supervision and; deposit all litter in litter bins provided.

Should you damage any vehicle in the Car park, you are requested to report the matter immediately to the Car Park security officer and give details of registration, insurance, etc. The Company shall have the right to move any vehicle by driving or otherwise within or outside the Car Park at the Company's sole discretion.

### **Our Liability**

Customers are asked to remember that this is a public carpark and although we do our best to ensure that anyone who is not parking or who is acting antisocially, is removed from the site, we cannot guarantee the security of you, your vehicle or its contents. Accordingly, we, our servants and agents will accept liability in respect of any loss or theft or damage to your vehicle and/or liability for death or personal injury only where the same is proved and to the extent that is proved to be caused by our negligence, wilful act or default or breach of statutory duty or that of our servants and agents.

### **Legal Relations:**

The Company is only providing a space for parking your vehicle and the fee is solely in proportion to the time spent in the Car Park. The Company therefore has no obligation to maintain custody over the vehicle or its contents.



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The Company, its servants and agents shall not be liable in respect of any loss or mis-delivery of or damage to the vehicle, howsoever, except where the same may be caused by the negligence or breach of statutory duty of the Company, its servants or agents (in the case of the Company only), or the dishonesty of its servants or agents.

The customer will indemnify the Company against all claims, demands and costs whatsoever arising out of or in connection with the presence of the vehicle in the Car Park unless the Customer shall prove that the loss, damage, death or injury is the subject of the matter of such claims, or demand was caused solely by the negligence or breach of statutory duty of the Company, its servants or agents. Every person who enters into contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of him/herself and all other customers (as herein defined) and warrants his/her authority to so contract.

### **Tickets**

The ticket which is issued does not entitle the Customer to any particular space in the Car Park or to priority over other Customers. One booking allows one single entry and exit into to the car park within the allotted time. The Customer's car will not be able to exit and re-enter multiple times during the time booked.

In the unlikely event that the Car Park is full, an alternative will be offered.

### **Fees**

Pre-booking fees are displayed online and when placing the booking. Prices may be altered from time to time at the sole discretion of the Company. The prices quoted are inclusive of VAT. In default of production of a ticket the Company may refuse to release the vehicle until it has made such enquiries as



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it may determine. In this regard, the Company may require the Customer to provide proof of ownership of the vehicle, proof of identity and to complete and sign such declarations as the Company may deem appropriate for the release of the vehicle. Customers who cannot produce their ticket on departure will be charged the full daily rate for the day of departure plus any charges for previous days parked in the Car Park.

### **Cancellation Policy**

Cancellations received with a minimum of 72 hours before the booked arrival will receive a refund less 50% of the parking fee paid.

Cancellations received with less than 72 hours of the booked arrival will not be refundable.

Cancellations on the day of booking or after are not refundable.

Please note that care must be taken when booking as amendments cannot be made and your booking would then be subject to the usual cancellation policy.

If you would like to cancel a booking, please email: [hello@yellowpark.co.uk](mailto:hello@yellowpark.co.uk)

### **Refunds**

If you feel that you are entitled to a refund, please email the details to [hello@yellowpark.co.uk](mailto:hello@yellowpark.co.uk) and state your booking reference and reason for request. Our team will investigate the request and if satisfactory, will be happy to provide a refund. Refunds will only be considered where proof of payment is supplied with the request.

Please note that no refund will be provided where a cheaper price could have been paid at the car park. Our pre-booking products are not compatible with any other promotions or discounts including third party offers except when



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offered as a pre-booking promotion code.

### **Prohibited activities**

No vehicle should be towed into the Car Park and no work or cleaning of the vehicle shall be done in the Car Park except by authorised servants or agents. No activity in connection with the selling, hiring or the disposal of the vehicle shall be carried out in the Car Park.

### **Alteration**

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary.

### **Complaints & Communications**

Any complaint against the Company should be notified immediately providing all the relevant details. Your insurers and the Police should also be notified if appropriate.

All communications should be directed to: [hello@yellowpark.co.uk](mailto:hello@yellowpark.co.uk)

### **Purchase policy**

Your online booking is processed by Yellow Park (a trading name of Lawmans UK Ltd).

- All purchases are subject to credit or debit card authorisation and billing address verification which may take place after initial confirmation has been given.
- Occasionally, for reasons outside of the control of Yellow Park, bookings may be amended. Should this occur, we will endeavor to contact you, either by phone and/or e-mail with the contact details

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you provided at the time of booking. You will be redirected to another Car Park or refunded the full amount paid at the time of your original booking via the method of payment you used to make that booking.

- Please check your bookings before confirming payment, as mistakes cannot always be rectified.
- We regret that bookings cannot be exchanged or refunded after purchase except when a cancellation request is made in accordance with the cancellation policy which is explained within this document.
- If a purchased booking is re-sold or transferred for profit or commercial gain by anyone other than the relevant Car Park owner it will become voidable and the holder may be refused entry to the Car Park. We reserve the right to cancel any bookings advertised or published in any manner with the intent to resell for profit or commercial gain.
- By consenting to these terms and conditions you explicitly agree to permit Yellow Park (a trading name of Lawmans UK Ltd) to contact you by email or telephone or both of these methods for the purpose of ensuring service delivery. You can withdraw this consent at any time by contacting Yellow Park support at [hello@yellowpark.co.uk](mailto:hello@yellowpark.co.uk). Please be advised that in the event you withdraw your consent to communicate it may no longer be possible to provide you with the service. Yellow Park will not sell, trade or otherwise disclose your personal data to any third party except where necessitated by act of law. Yellow Park are compliant with General Data Protection Regulation (GDPR) guidelines and our GDPR policy can be downloaded and viewed via our website [www.yellowpark.co.uk](http://www.yellowpark.co.uk).