



MDL MARINAS

## CAR PARK TERMS & CONDITIONS OF USE

Please read these Terms and Conditions carefully as they regulate your use of our car parks. These Terms and Conditions set out the terms under which Marina Developments Limited makes the car park available to you.

For the purposes of these Terms and Conditions “Car Park” shall be defined as the parking facilities managed by Marina Developments Limited and designated for parking vehicles.

### 1. Acceptance

- a) By entering the Car Park you are accepting these Terms and Conditions.
- b) If you do not wish to be subject to these Terms and Conditions you should exit the Car Park immediately.
- c) In some of our Car Parks we use Automatic Number Plate Recognition (“ANPR”). There will be signage in the Car Park to confirm such usage. By parking your vehicle in the Car Park you consent to us capturing, using and processing your vehicle number plate for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding charges. This includes our right to request and obtain the details of a vehicle’s registered keeper from the DVLA.

### 2. Our responsibility to you

- a) We must operate the Car Park with reasonable skill and care. If we do not, we are only responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.
- b) We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- c) Although we owe you the obligations set out at clauses a and b above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity. Accordingly, you park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

### 3. Tariffs

- a) Car Park charges are displayed at the Car Park entrances, exits and other areas in the Car Park.
- b) We reserve the right to vary the Car Park charges without prior notice.
- c) If you do not have your ticket with you when you leave the Car Park, you may have to pay the full daily tariff for each day that your vehicle was left in the Car Park.
- d) Berth holders and tenants’ rights to park are detailed in their contract with Marina Developments Limited.

#### **4. Ticket Types and Payment Method**

- a) You must, depending on the payment methods available and in operation at the specific Car Park, pay the parking tariff using one of the following methods:
  - i. **Pay on foot** - you must take a ticket on entry to the Car Park. When you leave, you must insert the ticket into the pay on foot machine/ exit column and make payment for the time spent as indicated using cash, or debit/credit card as required. The ticket should then be presented on exiting the Car Park to evidence proof of payment;
  - ii. **Pay in Advance** – you can pre-book your car parking session for a specific amount of time by using the MDL Parking APP. You should be aware that you will be required to pay any additional charge due as a result of your vehicle's actual time in the Car Park exceeding the period booked by credit/debit card, prior to exiting the Car Park;
  - iii. **Pay & Display** – you are required to pay for a ticket which covers the duration of your stay and display it in your vehicle windscreen at all times; or
  - iv. **Berth Holder, Commercial Tenant or Resident** – if you are a Berth Holder, a Commercial Tenant or a Resident you must present your MDL Marinas card or Ocean Village card both at entry and exit to the Car Park or display your parking permit in the windscreen of your vehicle whilst in the Car Park.
- b) We reserve the right to use other payment methods from time to time in our Car Parks and you should check all signs and notices in the Car Park for further information about the payment methods available in a specific Car Park.
- c) The parking ticket, booking confirmation or the Parking Card issued to you is only valid for the vehicle in respect of which it is issued. Neither a parking ticket, booking confirmation, MDL Marinas card, Ocean Village card or parking permit entitles you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. If you decide not to park or are unable to find a space, you should exit the Car Park in your vehicle immediately to prevent any parking tariff charges from arising.
- d) If you delay exiting a ticketed Car Park once you have paid the fee due for the time parked, you may incur additional charges.
- e) We reserve the right to refuse to lift the fixed barrier at the Car Park to allow the release of any vehicle for which payment has not been received in accordance with the appropriate payment method, including (but not limited to) where your credit/debit card has been declined, you have failed to pay by the required time limit, and/or you have failed to produce a valid and current parking ticket, booking confirmation or the Parking Card, as applicable.
- f) If you cannot produce your parking ticket, booking confirmation, MDL Marinas card, Ocean Village card or parking permit (as required and dependent upon the relevant payment method available at the Car Park) on leaving the Car Park you will be charged the full 24 hourly rate for each 24 hour period or part period during which we determine that your vehicle has been in the Car Park.

#### **5. Securing your vehicle and possessions**

- a) Before you leave your vehicle, please ensure that your vehicle is securely locked, including the windows and that the handbrake is applied.
- b) Wherever possible please take your possessions with you when you leave your vehicle.
- c) If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.
- d) You are reminded that your motor insurance policy may not cover possessions in your vehicle.

#### **6. Safety in the Car Park**

- a) You must drive carefully in the Car Park and obey all directional signage and speed limits.
- b) Once you have parked your vehicle please make your way to the nearest exit and beware of moving vehicles.
- c) You must ensure that your vehicle is parked fully within a parking space. Please do not park your vehicle over more than one parking space.
- d) You must comply with all instructions or requests given by any of our employees, representatives or contractors.

## **7. Damage to other vehicles or property within the Car Park**

- a) If you damage another vehicle or any property or structure within the Car Park, you will be liable and you must report this immediately to the marina office or our security team.
- b) You will be asked to give details of your vehicle registration, and any other vehicle involved, your full name and address and the name and address of your vehicles' insurance company, together with your policy number.
- c) If you damage any property or structure within the Car Park, you may be required to repair the damage (to our reasonable satisfaction) or to pay the reasonable costs that we have had to pay to repair the damage.

## **8. Prohibited Activities in the Car Park**

- a) You are not permitted to:
  - i. Carry out any activity in connection with the selling, hiring or disposal of vehicles or any other goods or services;
  - ii. Park your vehicle anywhere that could cause obstruction to other Car Park users, whether this be by blocking the entrance/exit or by causing an obstruction inside the Car Park;
  - iii. Sleep in any vehicle parked in the Car Park overnight;
  - iv. Do anything in the Car Park which may annoy other users of the Car Park, or which may cause offence or inconvenience to us or any other user of the Car Park;
  - v. Park your vehicle in a parking space designated for a particular type of vehicle or for a specific user if your vehicle is not of such particular type or if you are not such user;
  - vi. Clean a vehicle or to authorise anyone else to clean your vehicle whilst it is in the Car Park;
  - vii. Dispose of any items or drop litter in the Car Park;
  - viii. Place flyers on any vehicles in the Car Park;
  - ix. Smoke in the Car Park;
  - x. Tow a vehicle in the Car Park; or
  - xi. Undertake any anti-social behaviour in the Car Park. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering.
  - xii. Carry out or authorise anyone else to carry out any work, maintenance or repairs to your vehicle whilst it is in the Car Park
  - xiii. Park in the spaces for the Electric Vehicle Charging Points unless you are charging your vehicle.
- b) You are only allowed to park in the parking spaces which are marked for customer use.
- c) You must not do anything in the Car Park which would be a breach of the law.

## **9. Access and relocation of vehicles**

- a) We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.
- b) If we or our representatives or contractors think that your vehicle is causing an obstruction in the Car Park, we will contact the relevant authority to request your vehicle is removed. We or our representatives or contractors also reserve the right to move your vehicle if considered necessary by driving or otherwise using whatever
- c) method is considered appropriate.
- d) If part of, or the whole of the Car Park has to be closed (either temporarily or permanently), or if the Car Park has to be evacuated, either in the case of an emergency or for other reasons including without limitation security reasons, we have the right to refuse access to the Car Park.
- e) The circumstances when we will consider moving a vehicle include but are not limited to where a vehicle is:
  - i. blocking an access or an emergency exit;
  - ii. causing a potential fire hazard;
  - iii. inconveniencing other Car Park users;
  - iv. obstructing essential maintenance;
  - v. parked incorrectly;
  - vi. posing a security risk; or
  - vii. posing a risk to health and safety.

**10. Abandoned Vehicles**

- a) If it appears that your vehicle has been abandoned in the Car Park, we or our representatives and contractors have the right to contact the relevant authority to request that your vehicle is removed.
- b) A vehicle left in the car park for 28 days without prior notification will be considered to be abandoned.
- c) Before we or our representatives or contractors contact the relevant authority, reasonable steps will be taken to contact the vehicle owner, including by contacting the DVLA.

**11. Charges**

- a) If you park your vehicle in the Car Park but do not comply with or breach these Terms and Conditions, we may issue you with a parking charge notice. In addition, we reserve the right to refuse you entry to its Car Parks in the future.
- b) You agree that we or our representatives and contractors may contact DVLA to request details of the registered keeper.

**12. Complaints**

- a) If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:
  - i. immediately inform either a member of our staff or otherwise notify us on <https://www.mdlmarinas.co.uk>
  - ii. in the case of theft, immediately inform the police; and
  - iii. notify your insurers promptly.
- b) Any claims against us or complaints about the service you have received, should be addressed to Marina Developments Limited, The Yacht Club, 1 Channel Way, Ocean Village, Southampton, Hampshire, United Kingdom, SO14 3QF.

**13. Variation to these Terms and Conditions**

These Terms and Conditions shall not be varied except in writing by Marina Developments Limited.

**14. Governing law**

These Terms and Conditions shall be governed in accordance with the laws of England and Wales.