

FOLKESTONE HARBOUR COMPANY LIMITED

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

1. Definitions

When the following words are used in these Terms and Conditions (the “**Terms**”), this is what they will mean:

- 1.1 “**us**”, “**we**” and “**our**” mean: Folkestone Harbour Company Limited, Strand House, Pilgrims Way, Ashford, Kent TN25 6DR
- 1.2 “**ANPR**” means Automatic Number Plate Recognition;
- 1.3 “**Car Park**” means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;
- 1.4 “**vehicle**” means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories; and
- 1.5 “**VRM**” means Vehicle Registration Mark. (Registration Number)

2. Our liability to you

2.1 We must operate the Car Park with reasonable skill and care (“**our obligations**”). 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.

2.2 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.

2.3 Although we owe you the obligations set out at clauses 2.1 and 2.2 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. Tariff

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms.

4. Claims and complaints

4.1 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:

- a) immediately inform a member of staff on site by contacting the duty mobile 07401627563 or email parking@folkestoneharbour.com
- b) in the case of theft, immediately inform the police; and
- c) notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to :- Harbour Manager, Folkestone Harbour Company Limited, Strand House, Pilgrims Way, Ashford, Kent TN25 6DR in the case of a claim, full details should be provided to us as soon as possible email address parking@folkestoneharbour.com

Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

5. Parking Contraventions

5.1 It is important for the effective management of the Car Park that:

- a) you comply with all signs in the Car Park, including these Terms and the tariff board;
- b) you park within the limits of a marked bay;
- c) you do not park within a bay designated for a specific purpose

when you are not entitled to do

d) you pay all amounts due for your parking and comply with the requirements set out at clause 10 (Ticket Types and Payment Methods) of these Terms and Conditions.

5.2 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details via CCTV and ANPR for monitoring purposes, to calculate the relevant parking tariff This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

5.3 If the Car Park and/or the equipment in the 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.

6. Security of your vehicle

6.1 Unless asked by a member of our staff not to do so in the case of emergency, please ensure that your vehicle is left securely locked with 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.

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

7. Possessions

Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle.

8. Traffic Orders and Byelaws

The use of this Car Park may be regulated by traffic orders or byelaws under

which a penalty may be payable for failing to comply.

9. Safety in the Car Park

For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle. After you have parked your vehicle, you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

10. Ticket Types and Payment Methods

10.1 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, Payment must be made at one of the parking machines on site before leaving.

a) “Cash and Credit Card” Payment can be made at machines before leaving the car park.

b) “Pay As You Go online” – you may pay for parking online when leaving the car park by visiting folkestoneparking.com on your mobile or tablet and clicking on ‘Pay As You Go’. After entering your VRM you will be prompted to enter your payment details to pay for the amount of time for which you have used the CarPark. Once payment has been successfully received your VRM will be automatically recognised by ANPR technology at the exit and the barrier will open.

c) “Account Based Payments” – you may register your vehicle, contact details and payment details by visiting folkestoneparking.com and clicking ‘Register’. We may recognise your vehicle’s movements entering and exiting the Car Park by ANPR technology and monitoring your vehicle’s VRM. This information is used to calculate the parking tariff charges that you owe for a particular parking session. Once you have used the Car Park, payment is automatically deducted from your account. Your card details will be held by Worldpay and not held by Folkestone Harbour Company Limited.

11 Access and re-location of vehicles

11.1 We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

11.2 We reserve the right to move vehicles within the 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 Car Park.

11.3 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 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 Car Park has to be evacuated in an emergency..

12 Abandoned vehicles

12.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification and which is not known by us to be covered by a current valid parking charge.

12.2 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.

12.3 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.

12.4 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.

13 Prohibited activities

13.1 You must not tow any vehicle into the Car Park except as part of the services offered at the Car Park by persons authorised by us and no work on and no cleaning of vehicles by you or your agent, other than with our prior specific permission, is permitted in the Car Park. In the event of vehicle breakdown, you must contact the Harbour Office, Duty mobile 07401627563 to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.

13.2 No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.

13.3 You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.

13.4 You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the Car Park.

13.5 Anti-social behaviour will not be accepted in our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Car parks are designed for the sole purpose of parking vehicles. If an individual cause a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

13.6 You should not take photos or carry out any filming within the Car Park without our written consent.

14 Variation of the Terms and Conditions

These Terms cannot be varied except in writing by Folkestone Harbour Company Limited, Strand House, Pilgrims Way, Monks Horton, Ashford, Kent TN25 6DR Nothing said or done by any of our employees can vary these Terms

15 General

Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in

full force and effect.

If you have any queries relating to these Terms, please contact:-

Folkestone Harbour Company Limited, Strand House, Pilgrims Way, Monks
Horton, Ashford, Kent TN25 6DR or the Harbour Manager on 01303 254597
email parking@folkestoneharbour.com

Issued 20/5/2020