

VEHICLE PARKING TERMS & CONDITIONS



THESE ARE THE TERMS AND CONDITIONS FOR THE USE OF CAR PARKING FACILITIES AT UNION SQUARE, ABERDEEN. CUSTOMERS ARE REQUESTED TO READ CAREFULLY THE TERMS AND CONDITIONS OF ENTRY TO AND USE OF THESE CAR PARKS AND TO FOLLOW WHERE APPLICABLE THE PROCEDURES RECOMMENDED.

1. THE COMPANY'S LIABILITIES

Customers are advised that this car park is private property in the ownership of Union Square Developments Limited (hereinafter referred to as "the company"). It is available for use by members of the public who act in accordance with the company's terms and conditions set out below. The company has the right to exclusion rights in relation to persons who are causing any damage to property, causing a breach of the peace or causing unruly behaviour or misbehaving in any way and additionally in relation to persons who have no cause to be present on the car parking premises.

The company offers no warranty or indemnity as to the protection or safety of vehicles left in the car parking premises or any goods left within the vehicles and owners of vehicles are reminded that their own policies of insurance must be utilised in order to make any claim if such loss or damage occurs while the vehicle is parked in the car parking area.

Accordingly:

- (a) the company, its servants and agents accepts no liability in respect of any loss, destruction, damage or theft of or from the vehicle or the contents of the vehicle save and to the extent where the same is provided by a court of competent jurisdiction in Scotland to be caused by the negligence, wilful act or default or breach of statutory duty of the company, its servants and agents, and
- (b) the company, its servants and agents accepts no liability in respect of the death of or personal injury sustained by customers and others in the car park save and to the extent where the same is provided by a court of competent jurisdiction in Scotland to be caused by the negligence, wilful default or breach of statutory duty of the company its servants or agents.

2. COMPLAINTS PROCEDURE AND CUSTOMER FEEDBACK

2.1 DAMAGE

Should your vehicle suffer damage or destruction whilst in the car park, or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the car park, you are requested:

- (a) immediately to inform a member of our staff of the occurrence which shall be in the first instance a car park attendant and in the absence of an attendant the Union Square Control Room, 12 First Level Mall.
- (b) in cases of theft, immediately to inform the Police; and
- (c) to notify your insurers promptly.

2.2 CUSTOMER FEEDBACK

Should you wish to raise any matter relating to your customer experience whilst using the car park, you may raise this matter with us directly at:

Union Square
Management Suite
12 First Floor Mall
Union Square
Guild Square
Aberdeen
AB11 5RG
unionsquare@unionsquareaberdeen.com

All customer feedback responses will be read and investigated by a representative of Centre Management. We will endeavour to respond within ten business days of receipt.

3. SECURING YOUR VEHICLE

Please ensure that before you leave your car in a parking bay in the car park:

- (a) your vehicle is securely locked;
- (b) all the windows of your vehicle are securely closed; and
- (c) if your vehicle is fitted with an alarm/steering lock or similar device ensure that it is engaged.

4. POSSESSIONS

We cannot accept liability for loss of contents from your vehicle:

- (a) wherever possible please take your possessions with you when you leave your vehicle;

- (b) if you have to leave possessions in your vehicle please do not leave them on the seats where they are visible, instead place them in the boot which should then be locked; and
- (c) customers are reminded that their motor insurance policies may not cover personal possessions in the vehicle. It may be possible to arrange separate insurance cover for such possessions and customers are recommended to do so.

5. COURTESY TO OTHER CUSTOMERS

Should you damage another customer's vehicle you are requested to report the matter immediately to a member of our staff together with the registration numbers of both vehicles. In the first instance, the report should be made to a car park attendant and in the absence of an attendant to the Union Square Management Suite, 12 First Level Mall.

6. SAFETY IN THE CAR PARK

- (a) please drive carefully and slowly in the car park and obey the directional and other signs; and
- (b) car parks can be dangerous. After you have parked your vehicle please follow the designated walkways and proceed to the nearest exit, which are signposted. Do not delay your exit from the car park and please keep a watchful eye on your children who should not be permitted to play in the car park.

7. TICKETS

7.1 TICKETS FOR UNION SQUARE SURFACE AND MULTI-STOREY CAR PARKS AND COLLEGE STREET CAR PARK LEVELS 1-5

- (a) the ticket issued is available only for the vehicle in respect of which it is issued. A ticket does not entitle the customer, unless otherwise specified, to any particular space in the car park or to priority over other customers;
- (b) the company reserves the right to refuse to release any vehicle, except on production of the parking ticket, until it has made reasonable enquiries. Failure to produce your ticket will therefore delay your departure; and
- (c) customers who cannot produce their parking ticket on departure will be charged at the full daily rate for the full length of their stay.

7.2.1 AUTOMATIC NUMBER PLATE RECOGNITION CAMERA ENFORCEMENT IS IN USE AT UNION SQUARE'S COLLEGE STREET CAR PARK LEVELS 6 – 10 (MON-FRI) AND 6-13 (SAT,SUN)

- (a) each vehicle is recorded as it enters the car park and again as it leaves the car park;
- (b) there is no requirement to display a parking ticket on or in the vehicle;

- (c) the company's camera enforcement system detects the parking duration and calculates the amount payable, which must be paid prior to leaving the car park or via Dash cashless parking solution see 7.2(e);
- (d) exiting the car park without having paid the appropriate parking charges constitutes a breach of these Terms & Conditions and vehicle keepers may be subject to a Penalty Charge Notice – see 7.5 Penalty Charge Notices; and
- (e) in addition to the car park pay stations, the company accepts payment of tariffs through the Dash cashless parking solution. More details can be found at: http://ukparking.dashcardservices.com/_public/home/

7.3 PARKING IN A MANNER THAT IS CONSIDERATE TO OTHER CAR PARK USERS

It is a condition of parking that vehicles are parked in a marked bay in a manner which is considerate to other car park users. Vehicles which are found to be parked in an inconsiderate manner (this being at our sole discretion) may result in vehicle keepers receiving a Penalty Charge Notice. Examples of inconsiderate parking include: parking across the marked white line thus taking up two parking spaces, parking in a reserved space, parking in a space allocated for Blue Badge Holders (when not parking in accordance with the Blue Badge Scheme), parking in a space allocated for parent and child parking (without requiring to be able to demonstrate the need for use of such), designated walkways and proceed to the nearest exit, which are signposted. Do not delay your exit from the car park and please keep a watchful eye on your children who should not be permitted to play in the car park.

7.4 TWO WHEELED VEHICLES

Two wheeled vehicles may park without charge in bays allocated for their use. Parking in any other location may be subject to a Penalty Charge Notice.

7.5 PENALTY CHARGE NOTICES

The company may employ an agent in the collection of monies due in relation to Penalty Charge Notices. The following Penalty Charge Notices (PCN) rates may apply and the company reserves the right to make changes to the Penalty Charge amount:

Rate	Timeframe	Penalty Cost (£)
Discounted Rate	If PCN paid within 14 days	£30.00
Full Rate	If PCN paid after 14 /before 28 days	£60.00
Full rate plus recovery charges	Failure to pay within 28 days results in the PCN being passed to a debt recovery agency	£60.00 plus cost of recovery

Further information and explanation regarding the procedures used for the administration, enforcement and Penalty Charge Notice issue for offences in contravention of Union Square's

Parking Regulations can be found in the Union Square Car Park Enforcement Code of Practice which is available upon request.

8. AGENCY

Every person who enters into a 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 himself and all other persons having any proprietary, possessory or other financial or material interest in the vehicle and its contents.

9. MOVING AND RE-LOCATION OF VEHICLES

- (a) the company reserves the right to move vehicles within the car park, by driving or otherwise, to such extent as is reasonably necessary to avoid obstruction or for the more efficient arrangements of its parking facilities at the car park;
- (b) the company additionally reserves the right, where the car park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient car park within the control of the company or otherwise as may be expedient; and
- (c) to the extent that it may be necessary to do so in the exercise of the rights conferred upon the company under this condition, the company, its servants or agents shall have the right to drive or otherwise that the vehicle on the public highway.

10. LIENS AND DISPOSAL OF ABANDONED VEHICLES

- (a) every vehicle in the car park is subject to a lien for all charges due or accruing and due from the customer to the company and the company reserves the right to refuse to release any vehicle until those charges have been paid;
- (b) customers who intend leaving their vehicles in the car park for more than 28 days are strongly recommended to notify the company in writing of their intention to do so;
- (c) the company reserves the right to sell any vehicle which it reasonably believes to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the car park for more than 28 days without prior notification;
- (d) before proceeding with the disposal of abandoned vehicles, the company will:
 - (i) make reasonable enquiries with a view to identifying and contacting the registered keeper of the vehicle in question,
 - (ii) give 28 days notice of its intention to do so to the registered keeper by post addresses to the registered keeper's last known address.
- (e) abandoned vehicles will be sold by auction wherever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to the company by the

customer together with the expense of sale and in connection with such sale the company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicles in the possession of the company; and

- (f) any balance of these sales proceeds remaining after satisfaction of such sums shall be held by the company on behalf of the registered keeper of the vehicle and paid over on proof of entitlement provided such proof has been produced within three months of the sale otherwise the entitlement shall be lost.

11. TARIFF

Parking fees shall be as displayed on the Tariff Board within the car park. Prices may be varied from time to time at the company's discretion.

12. PROHIBITED ACTIVITIES

- (a) no vehicle shall be towed into the car park and no vehicle maintenance, refuelling or cleaning of vehicles (other than valet parking) by customers or their agents is permitted in the car park; and
- (b) no activity in connection with the selling, hiring or other disposal of vehicles shall be carried out in the car park.

13. DEFINITIONS

- (a) "the company" shall mean Union Square Developments Limited, whose registered office is at Union Square Developments Ltd, 151 St Vincent Street, Glasgow, G2 5NJ and shall, where the car park is managed or operated by a subsidiary company, include that subsidiary company; and
- (b) "vehicle" shall mean the vehicle which is received into the car park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

14. VARIATION OF THE TERMS AND CONDITIONS

No person has any authority to vary or alter these terms and conditions unless such variation is in writing under the hand of an authorised representative of the company.

15. REFUNDS

The company does not issue refunds. There may be exceptional circumstances such as a bereavement or medial emergency where discretion will apply.

16. COPYRIGHT

All rights reserved by Union Square Developments Ltd.