



(a trading name of Lawmans UK Ltd)

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

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**” means Lawmans UK Ltd T/A Yellow Park (company number 09360124) with the registered address at The Old Mill, Mill Yard, Cobham, Surrey KT113NE.
- 1.2 “**Car Park**” means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;
- 1.3 “**ANPR**” means Automatic Number Plate Recognition and refers to the camera based enforcement system that is operated on site;
- 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.

2. Our obligations to you (the customer)

2.1 We must operate the Car Park with reasonable care (“**our obligations**”). If we do not, we are **only** responsible for loss or damage that you suffer as a 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 We do not guarantee that there will be any available parking space at any particular time. Pre booked spaces via www.yellowpark.co.uk do not entitle the customer to a particular space or priority over any other user who pays by any method. We will do our utmost to ensure that spaces are reserved for website pre-book customers but cannot guarantee this. If you are unable to find a space, please leave the Car Park within 15 minutes to ensure you do not incur a Parking Charge and email hello@yellowpark.co.uk to request a refund.



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

2.5 We will not be liable to you for any special, indirect, or consequential loss, including but not limited to: any loss of profit, loss of enjoyment, loss of revenue, loss of data or loss of earnings.

2.6 The car park opening hours (as varied from time to time) are displayed on our website www.yellowpark.co.uk. We reserve the right to vary opening hours and we will not be responsible for any claims that arise from vehicles being locked within the site outside of our advertised operating hours. Claims that we will accept no responsibility for will include but not be limited to fees that arise from making alternative arrangements as a result of not being able to access vehicles or any other inconveniences that arise from not being able to access a vehicle. In the event that a vehicle is left on site outside of opening hours, the site will be completely locked and the customer will not be able to access the vehicle the site is next open. The customer should also be aware that the standard tariff will also apply for the vehicle collection/ removal date and any other dates in between the date of booking and date of removal.

3. Tariff

The parking tariff payable by you (as varied from time to time) is displayed on our website and on the on site signage. You are obliged to pay the parking tariff and to comply with any instructions displayed on the on site signage and as supplemented by these Terms. Failure to do so may result in us issuing you with a Parking Charge Notice

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 either a member of staff at the Car Park or a member of our office based team, via hello@yellowpark.co.uk
- b) in the case of theft, immediately inform the police; and
- c) notify your insurers.



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4.2 Any claims against us or complaints about the service you have received, should be addressed to “The Yellow Park Team” using hello@yellowpark.co.uk.

5. Parking Contraventions

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

- a) you comply with all signs and markings in the Car Park, including these Terms, the onsite signage and any additional site instructions. This includes verbal instructions issued by on site staff;
- b) you park fully within the limits of a marked bay and do not straddle bays or block the flow of traffic through the Car Park;
- c) if you are parking a motorcycle, you park your motorcycle within a standard car parking bay but ensure that there is space for two motorcycles per bay;
- d) you do not park within a bay designated for a specific purpose when you are not entitled to do so, for example, and without limitation:
 - i) parking in a space designated for blue badge holders without displaying a valid blue badge;
 - ii) parking in a space for electric vehicles when you are not using the charging facility;
 - iii) parking in a reserved space;
 - iv) parking in a space reserved for car wash or cleaning services unless you intend to benefit from those services;
 - v) parking in a space reserved for vehicle hire companies or for “click and collect” or store delivery or collection.
- f) you do not park in a reserved or restricted area (including any hatched areas or turning areas) of the Car Park or any other area other than a marked parking bay; and,
- g) you pay all amounts due for your parking and comply with the requirements set out at clause .

5.2 If you do not comply with these requirements we may issue you with a Parking Charge Notice.



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5.3 Details/information relating to how to pay the Parking Charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the Parking Charge Notice that will be received via post.

5.4 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 enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

5.5 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 our employees or agents not to do so in the case of emergency, please ensure that your vehicle is left securely locked with the handbrake on, 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. Whilst the cameras may act as a deterrent to criminal activity, we 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

7.1 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. Please ensure that you do not leave any animals in your vehicle.

7.2 None of our employees or agents have any authority to accept any of your personal possessions for storage or security.

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 with these Terms or the requirements

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of the relevant order or byelaw. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or byelaws.

9. Safety in the Car Park

9.1 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.

9.2 You must drive carefully and responsibly in the Car Park and in accordance with any instructions given to you by our employees or agents. Please also see on site signage to ensure that the necessary driving rules are adhered to.

9.3 You must ensure that any children or animals are accompanied and properly supervised at all times when they are using the Car Park. Please be aware of other vehicles in motion around the Car Park.

10. Ticket Types and Payment Methods

10.1 Any parking pass issued by us is only valid for the vehicle and unique registration in respect of which it is issued. Parking passes made via website, on site payment terminals or any other payment methods are not transferrable to any other person or vehicle.

10.2 You must pay the parking tariff using one of the following methods:

a) **“Website (www.yellowpark.co.uk)”** – you can pre book spaces via the website and must purchase a parking ticket for the amount of time for which you would like to park. You will be able to use a credit card to complete this purchase and can make purchases for single days or multiple days. You can also make purchases for standard vehicles or oversized vehicles.

The car park operates an ANPR camera system, so you will not be required to display a physical parking ticket, instead you must ensure that you have entered the correct VRM when making your booking to avoid a Parking Charge being issued.

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b) **“ANPR Pay After Use”** – We recognise your vehicle’s movements in and out of the Car Park by ANPR technology and monitoring your vehicle’s VRM. If using this method, you must pay for your parking session before leaving the car park and can do so via the onsite payment machines.

10.3 We reserve the right to change 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.

10.4 For the avoidance of doubt, sales or credit card receipts are not parking tickets and will not be accepted as evidence of payment, unless accompanied by a valid booking confirmation. Failure to comply with the payment requirements set out in this clause 10, as applicable, will result in a Parking Charge Notice being issued in accordance with clause 5 (Parking Contraventions) of these Terms.

10.5 Subject to our procedures in place from time to time in relation to a failure to pay for parking, 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 or you have failed to pay by the required time limit.

10.6 No refund will be made for any parking tariff payments without proof of payment or booking confirmation.

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.

11.4 To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 11, we reserve the right to drive or otherwise take

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your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

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 booking.

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 shall not:

13.1.1 Tow or have towed a vehicle in to a Car Park. In the event of vehicle breakdown, you must immediately contact an employee or agent of ours or contacting via hello@yellowpark.co.uk to ensure that your vehicle removal is organised without causing damage or danger to any other person or property in the Car Park;

13.1.2 Spend an excessive amount of time (as determined by us in our absolute discretion) in your vehicle whilst it is parked in a Car Park and this includes, but is



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not limited to, sleeping in your vehicle, or staying overnight in a vehicle or staying overnight in the Car Park;

13.2 You shall not carry out any of the following activities at any time in the Car Park:

13.2.1 Any service work, maintenance, cleaning (unless carried out by our employees, agents or representatives) or repairs to any vehicle;

13.2.2 Partaking in any business activity at the Car Park including, but not limited to, in connection with selling, hiring or other disposal of the vehicle or any other services;

13.2.3 Filling or emptying vehicle fuel tanks;

13.2.4 Misusing, obstructing or damaging any facilities or other vehicles in the Car Park, including but not limited to, dropping litter or fly-tipping waste on the Car Park;

13.2.5 Driving dangerously or too fast and in contravention of the directional signs and speed limits;

13.2.6 Making unnecessary noise, including playing music in any way that annoys users of the Car Park or people who live or work nearby;

13.2.7 Filming or taking photographs of any vehicles, the Car Park or other users of the Car Park;

13.2.8 Cooking, cleaning or lighting fires;

13.2.9 Using the full facilities of a camper van, including, but not limited to, the toilet, bathroom and kitchen;

13.2.10 Doing or attempting to do anything which is a criminal offence or breach of the law.

13.2.11 Parking in bays which are not designated for your vehicle type including, but not limited to, parking in a disabled person's parking space without displaying a valid disabled person's badge belonging to yourself or another occupant of the vehicle;

13.2.12 Smoking anywhere within the Car Park and the immediate vicinity of the Car Park;



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13.2.13 Leaving the Car Park in a state or condition unfit for use by other persons using the Car Park;

13.2.14 Using any area of the Car Park as toilet facilities;

13.2.15 Any anti-social or annoying behaviour which may cause offence or inconvenience to us or any other user of the Car Park including, but not limited to, drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering or having any animals of a lead when outside of a vehicle.

13.3 Permission to use the Car Park is automatically withdrawn if you or your passengers or anyone else under your authority or control do any of the things prohibited in clauses 13.1 or 13.2. We reserve the right, in our absolute discretion, to add to the list of prohibited activities at any time. Any of our representatives may require you to leave at any time and they are authorised if necessary to call for police assistance to have you removed.

14 Force Majeure

14.1 We do not accept liability for any cancellations, curtailments or damage otherwise caused to your vehicle or possessions by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of public transport links, cancellation or changes of schedules in relation to any scheduled business or personal travel plans and all similar events beyond our control. Further, we cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of a force majeure event detailed in this clause 14.1 or such other circumstances beyond our or your control.

15 Cancellations

Any refunds requested for cancellations of bookings which are not covered under the reasons noted within clause 14, will only be granted if done so no later than 72 hours before the date of booking. Any cancellations made later than 72 hours before the date of booking will not be liable for refund and this includes bookings made via the website www.yellowpark.co.uk, the on site payment machines or any other payment methods.

16 Variation of the Terms and Conditions

These Terms cannot be varied except in writing by our Company Secretary. Nothing said or done by any of our employees is capable of varying these Terms.



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17 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 using:
hello@yellowpark.co.uk**