

# **Mortimer West End Village Recreational Areas and Car Park - Terms & Conditions**

Users are requested to read these terms and to follow the procedures recommended which are for their benefit. Should any User wish to make a complaint, the procedure is set out in Section 3 below.

## **1. Definitions**

- 1.1. "The Council" means Mortimer West End Parish Council
- 1.2. "Parish Clerk" means the official performing various mainly administrative duties concerned with the Council. The Parish Clerk's contact details are displayed on the Parish Council Board in the Cricket Club Car Park.
- 1.3. "Car Park" means the village Cricket Club car park and adjacent recreation ground on Church Road which is part of the Common Land and the adjacent allotments area (also accessed from Church Road).
- 1.4. "User" means a person or persons leaving, using, or driving a vehicle in the Car Park.
- 1.5. "Vehicle" means any vehicle, car or motor bike and bicycle permitted to park in the Car Park and shall include any wheeled or tracked device used as a car, together with its equipment and accessories.

## **2. The Council's Liabilities**

- 2.1. Users are asked to remember that the Car Park is on Common Land and as such the landowners, the Gravel Allotment Trust Charity (the Parish Council being the Sole Trustee of the Charity) are giving permission for people to park on the land when the Car Park is open.
- 2.2. All drivers make use of the Car Park at their own risk.
- 2.3. The Council will not accept any liability whatsoever in respect of any loss or theft of or from or damage to any vehicle only where the same is proved and to the extent that it is proved, to be caused by the negligence or breach of statutory duty by the Council.

## **3. Complaints**

- 3.1. If the User's vehicle suffer damage whilst in the Car Park or should Users lose the vehicle or any of their possessions from their vehicle whilst it is in the Car Park, they are requested:
  - (a) To immediately to inform the Parish Clerk of the occurrence; and
  - (b) In cases of theft, to immediately inform the Police; and
  - (c) To notify their insurers promptly.

- 3.2. In the event of a dispute arising from any decision of the Council and a User, appeals should be made in the first instance in writing to the Parish Clerk. Users should first ascertain that the basis of their dispute falls within the competence of the Council under Section 2 above.

#### **4. Securing vehicles**

- 4.1. Unless requested by the Council or one of its servants or agents not to do so, Users must ensure that before they leave the car parking areas:
- (a) Their vehicle is securely locked.
  - (b) That all the windows of their vehicle are securely closed; and
  - (c) If their vehicle is fitted with a steering lock or similar device, that it is engaged.

#### **5. Possessions**

- 5.1. Wherever possible Users should take their possessions with them when they leave their vehicle.
- 5.2. If Users have to leave possessions in their vehicle, they should not leave them on the seats where they are visible. They should put them in the boot and lock it. In particular laptops, satellite navigation hardware and other such items under no circumstances should be on view.

#### **6. Car Park opening hours**

- 6.1. The Car Park is open from 7:00am to 6:00pm in 'Winter' (from 1st November until 1st March) and from 7:00am until 9:30pm during the 'Summer'. An automatic bollard in the entrance will operate when the Car Park is closed, preventing access and exit.

#### **7. Prohibited activities**

- 7.1. No vehicle over 2.0m height may use the Car park, due to the height barrier in the entrance.
- 7.2. No vehicle shall be towed into the Car Park.
- 7.3. No work on or cleaning of vehicles by users or their agents shall be done in the Car Park.
- 7.4. No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.
- 7.5. No advertising for any purpose may be displayed without permission from the Parish Clerk.
- 7.6. No parking overnight or when the Car Parks are closed.
- 7.7. No camping or sleeping overnight in the Car Park.

#### **8. Courtesy to other users**

- 8.1. Should a User damage another user's vehicle, they are requested to report the matter immediately to the Parish Clerk and supply the registration numbers of both vehicles.

- 8.2. In the event that a parked vehicle cannot be moved (due to a component failure), the User must notify the Parish Clerk and make arrangements for it to be repaired or recovered as soon as possible.

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

- 9.1. Users must drive carefully in the Car Park.
- 9.2. Users should remember that car parks can be dangerous. Users should not wander about in the car parking areas. Users with children must not permit them to play in the car parking areas.
- 9.3. Pets must be kept under control at all times in the Car Park.

## **10. Agency**

- 10.1. Every User parking in the Car Park enters into a contract with the Council and does so on behalf of themselves and all other persons having any material interest in the vehicle and its contents.

## **11. Moving and re-location of vehicles**

- 11.1. The Council reserves the right to ask a user to move their vehicle within the car parking areas to such extent as the Council, or its agents may in their discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities.
- 11.2. The Council additionally reserves the right where permission to park has been refused, and a user ignores that refusal and willfully parks regardless, to remove that vehicle to the public highway.

## **12. Abandoned vehicles**

- 12.1. The Council are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification. The Council will refer the matter to Basingstoke and Deane Council, the local Police and the DVLA. Please refer to Basingstoke and Deane Borough Council policy on dealing with abandoned vehicles [Abandoned and nuisance vehicles \(basingstoke.gov.uk\)](http://basingstoke.gov.uk).

## **13. Variation of these Terms and Conditions**

- 13.1. No person has authority to vary or alter these Terms and Conditions unless such variations are in writing under the hand of an Officer of the Council or the Parish Clerk.

## **14. Severability**

- 14.1. Whilst the exclusions and limitations of liability in above agreement are considered by the Council to be reasonable in all the circumstances, it is agreed that if one or more of such exclusions or limitations shall either taken by itself or themselves together, be adjudged to go beyond what is reasonable in all the circumstances under statute or common law, but would

be adjudged reasonable if any particular exclusion or limitation were deleted, or if any part of the wording thereof were deleted, restricted or limited in any particular manner including the increase in a maximum sum for liability, then the said exclusions shall apply with such deletion, restrictions or limitations as the case may be.

**15. Jurisdiction**

15.1. These Terms and Conditions shall be governed by and construed in accordance with the law of England. The users irrevocably submit to the jurisdiction of the English Courts.

**16. General Data Protection Regulations (GDPR)**

16.1. Mortimer West End Parish Council fully adhere to the General Data Protection Regulations (GDPR) following implementation on the 25 May 2018.

**17. Acknowledgements**

17.1. These Terms and Conditions are modelled on the guidelines of the British Parking Association (BPA) for its members chargeable public car parking on private land. Mortimer West End Parish Council is not a member of BPA.