



SEASON TICKET REQUEST FORM

Please complete in **BLOCK CAPITALS**

This Season Ticket Request Form is subject to and incorporates the attached Season Ticket Terms & Conditions. The Services will be provided by the Owner as set out in the Season Ticket Terms & Conditions. Please note that all Season Tickets are for block periods of 3 months and will be invoiced quarterly in advance. **PLEASE TAKE A COPY OF THE COMPLETED FORM FOR YOUR RECORDS.**

Buyer Details:		
Company Name (If applicable):		
Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>
Ms <input type="checkbox"/>	Dr <input type="checkbox"/>	Rev <input type="checkbox"/>
Other (Please specify)		
Surname:		
Initial:		
Address Line1:		
Address Line2:		
City:		
Post Code:		
Telephone Number:		Mobile:
Mobile:		
Fax Number:		
Contact Name:		
E-mail Address:		
Home Car Park:		Number of Season Tickets Required:
U-Park Product: (Please fill in price ex VAT quoted via telephone or internet)	7x24 £	5x24 (Mon – Fri) £
Other (Please specify) £	Night/Weekend £	Office (8 – 6 Mon – Fri) £
Commencement Date:		

Billing Address Details: (If different from above)	
Company Name (If applicable):	
Mr	
Surname:	
Initial:	
Address Line1:	
Address Line2:	
City:	
Post Code:	
Telephone Number:	Fax Number:
Email Address: (Accounts Payable)	



UPARK

SEASON TICKET REQUEST FORM

Please complete in **BLOCK CAPITALS**

Payment Details:

Method of Payment: BACS Cheque Debit/Credit Card

If payment is to be made by BACS our bank details are below:

Bank Details: 42 Commercial St Branch PO Box 1000, BX1 1LT	Account Name: UPark Ltd	Sort Code: 30 - 96 - 00	Account Number: 03801998
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If payment is to be made by cheque or BACS, please await your invoice.

If my application is accepted by U Park Limited, I agree (or, as applicable, I am authorised to agree on behalf of the Buyer) to comply with the Terms & Conditions, Car Park Terms of Use (copies of which I have read and understood) and all regulations relating to the use of the relevant car parks and the Season Ticket and I will pay the charges for the Services in accordance with the Terms & Conditions.

Signed:	Position within the Organisation:
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Organisation:

Print Name:	Date:
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**PLEASE RETURN THIS FORM TO: THE CONTRACT SALES DEPARTMENT, UPARK LIMITED, CLIPSTONE MEWS
CLIPSTONE STREET, LONDON W1W 5DG OR FAX TO 0207 631 4701**

FOR OFFICE USE ONLY

Customer Reference:

Initial Payment Received:

Season Ticket No:

Customer Details Entered: Siebel: Contract: Navision:



UPARK TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

PLEASE READ CAREFULLY: THESE TERMS AND CONDITIONS CONTAIN EXCLUSION CLAUSES, IN PARTICULAR, THE BUYER'S ATTENTION IS DRAWN TO CONDITION 10. THE BUYER SHOULD BE AWARE THAT THE CONTRACT IS SUBJECT TO A 3 MONTH MINIMUM TERM AND WILL AUTOMATICALLY RENEW FOR THE NEXT 3 MONTH PARKING PERIOD UNLESS CANCELLED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. THE BUYER'S ATTENTION IS ALSO IN PARTICULAR DRAWN TO CLAUSE 9.

IF YOU ARE CONTRACTING AS A CONSUMER SECTIONS MARKED "CONSUMER AND NON-CONSUMER" AND "CONSUMER" APPLY.

IF YOU ARE CONTRACTING OTHER THAN AS A CONSUMER THE SECTIONS MARKED "CONSUMER AND NON-CONSUMER" AND "NON-CONSUMER" APPLY.

1. DEFINITIONS CONSUMER AND NON-CONSUMER

1.1. In these Terms & Conditions the following words have the following meanings:

"Business Day" means a day other than a Saturday Sunday or a public holiday in England and Wales;

"Buyer" means the person(s), firm or company who purchases the Services from the Owner as identified on the Season Ticket Request Form;

"Car Park Terms of Use" means the car park terms of use, applicable to each UPark Car Park (as amended from time to time) a copy of which is set out at Appendix 1;

"Contract" means the contract made between the Owner and the Buyer for the supply and purchase of the Services formed in accordance with these Terms & Conditions;

"Cooling Off Period" has the meaning given to it in Condition 6.1;

"Home Car Park" has the meaning given to it in the Season Ticket Request Form;

"Overrun Car Park(s)" means the U Park Car Parks (including the Home Car Park when parking in the Home Car Park outside the times permitted for the Season Ticket);

"Overrun Owner" means the owner of the relevant Overrun Car Park as shown in the table at Appendix 2;

"Overrun Service" means the opportunity to park in the Overrun Car Park(s) in accordance with Condition 5;

"Owner" means the company which owns the Home Car Park as specified on www.q-park.co.uk as updated and amended from time to time (current owners are shown on the table set out at Appendix 2);

"Parking Period" means a period of three calendar months;

"UPark" means UPark Limited company number 06731969, having its registered office at 18 Hand Court, London, WC1V 6JF, acting as agent for the Owner and/or the Overrun Owners;

"UPark Address" means Clipstone St car park, Clipstone Mews, London W1W 5DG;

"UPark Car Park" those car parks as detailed on www.uparkltd.com as updated and amended from time to time (a current list of which is set out at Appendix 2);

"UPark Email" means: sales@uparkltd.com;

"UPark Fax Number" means 0207 631 4701;

"Season Ticket" means a season ticket issued in accordance with these Terms & Conditions;

"Season Ticket Holder" the Buyer (where the Buyer is a natural person) or (where the Buyer is not a natural person) any person who is allocated the use of a Season Ticket by the Buyer;

"Season Ticket Request Form" means the application form supplied by UPark and used by the Buyer to request the Services;

"Services" means the provision of season ticket parking and the opportunity to park in accordance with these Terms & Conditions;

"Terms & Conditions" means these terms and conditions;

UPARK TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

2. FORMATION OF CONTRACT AND APPLICATION OF TERMS & CONDITIONS CONSUMER AND NON-CONSUMER

2.1. The Buyer acknowledges that UPark acts on behalf of the Owner as agent in relation to the Contract and that the rights and obligations of the Owner may be exercised and enforced by UPark on the Owner's behalf.

2.2. The Buyer must complete a Season Ticket Request Form which can be obtained from www.uparkltd.com, by calling 0207 6365365 (calls charged at local rate, charges when calling from a mobile may vary, check with the provider), or by writing to the UPark Ltd Address. Completed Season Ticket Request Forms should be signed and sent to the U-Park Address. Each application for Services by the Buyer, whether submitted by a Season Ticket Request Form or otherwise, shall be deemed to be an offer by the Buyer to purchase Services on these Terms & Conditions. The issuing of a Season Ticket Request Form by UPark or the Owner will not, under any circumstances constitute an offer by the Owner or UPark. No Season Ticket Request Form submitted by the Buyer shall be deemed to be accepted by the Owner until the Buyer is informed by U Park that the Season Ticket is ready for collection, at which point a contract shall be formed between the Buyer and the Owner. If the Buyer's offer is not accepted there will be no contract between the Owner and the Buyer.

2.3. By making an offer to the Owner the Buyer is deemed to have confirmed that:

- (a) all the information provided by the Buyer is correct;
- (b) the Buyer, if a natural person, is at least 18 years old;
- (c) the Buyer is legally capable of entering into binding contracts.

2.4. The Buyer shall comply with the Car Park Terms of Use and where the Buyer is not a natural person, shall ensure that all Season Ticket Holders comply with the Car Park Terms of Use.

CONSUMER

2.5. If the Owner accepts the Buyer's offer in accordance with Condition 2.2 the Contract will be governed by these Terms & Conditions.

NON-CONSUMER

2.6. Subject to the Owner's acceptance of the Buyer's offer in accordance with Condition 2.2 the Contract is subject to these Terms & Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of Season Ticket Request Form or other document).

2.7. Any variation to these Terms & Conditions shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Owner or UPark.

3. SERVICES CONSUMER AND NON-CONSUMER

3.1. The Owner will provide the opportunity to park in the Home Car Park.

3.2. Payment for a Season Ticket does not guarantee the Buyer a parking space in the designated UPark Car Park for which the Season Ticket is valid. The Buyer does not have a designated car parking space.

3.3. The Buyer acknowledges that it is not granted exclusive possession nor any form of lease, licence or other property right in respect of the Home Car Park or any of the Overrun Car Parks.

3.4. The Owner reserves the right to withdraw or suspend the Services at any time for essential maintenance work. In these circumstances, the Buyer will have the option to park in another UPark Car Park at no additional cost or, if that is not possible, to receive a pro-rata refund for the days the Home Car Park is unavailable.

4. CHARGES CONSUMER AND NON-CONSUMER

4.1. Prices in force from time to time are available on www.uparkltd.com and are available on request by writing to the UPark Address. The price of the Services may change from time to time. If the price completed by the Buyer on the Season Ticket Request form is incorrect or has changed, the Buyer will be asked to resubmit the Season Ticket Request Form with the correct price details or will be asked to agree to the change in price over the phone.

4.2. All prices given are exclusive of VAT unless otherwise specified. UPark shall include on its invoice any VAT payable by the Buyer in relation to the Contract.

4.3. Despite Condition 4.1, a number of different prices for different UPark Car Parks are offered and it is always possible that, despite efforts made, some of the pricing may be incorrect. UPark will normally verify prices and where the correct price is less than the stated price, the Owner will charge the lower amount. If the correct price is higher than the price specified, UPark will normally, at its absolute discretion, either contact the Buyer for instructions before the Season Ticket is issued, or reject the Buyer's offer and notify the Buyer of such rejection. The Owner is under no obligation to provide the Services to the Buyer at the incorrect (lower) price, even if the Season Ticket is issued, if the pricing error is obvious.

UPARK TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

and unmistakable and could have reasonably been recognised by the Buyer as a mis-pricing.

4.4. The Owner reserves the right to increase the price of the Services at any time. Any price increase will be notified to the Buyer in writing and will take effect from the next Parking Period and, if the Buyer does not wish to pay the increased price for the Services, it may cancel the Contract in accordance with Condition 9.2.

5. OVERRUN SERVICE CAR PARKING CONSUMER AND NON-CONSUMER

5.1. An Overrun Service operates at the Home Car Park. For other UPark Car Parks, UPark may provide the Buyer with the Overrun Service in the future. Should such Overrun Service become available UPark will notify the Buyer and the Overrun Service will be subject to clauses 5.2 and 5.3. For the avoidance of doubt, if the Overrun Service is not being provided and the Buyer parks in a UPark Car Park outside the times and location permitted by the Season Ticket the daily tariffs at such UPark Car Parks shall apply and the Buyer should make payment on exit.

5.2. Where the Overrun Service is provided each time a UPark Car Park is accessed using a Season Ticket outside the times and locations permitted for the Season Ticket, a contract, incorporating the Car Park Terms of Use will arise between the Buyer and the relevant Overrun Owner and the Buyer shall be obliged to pay for this use in accordance with Condition 5.3.

5.3. Where the Overrun Service is provided each time a UPark Car Park is accessed using a Season Ticket outside the times and locations permitted for the Season Ticket, a record is automatically kept of the this and is charged in addition to the sum paid for the Season Ticket at the daily tariffs applicable at the relevant Overrun Car Park. An invoice will be generated for the Overrun Service monthly in arrears in respect of the immediate preceding month. The Buyer shall pay such invoices within 30 Business Days of the date on the invoice.

6. SEVEN DAY CANCELLATION CONSUMER

If the Buyer sends the Season Ticket Request Form for the Services to UPark by post, by fax or by email, the Buyer may cancel the Contract within seven working days, beginning on the day after the day the Buyer is informed by UPark that the Season Ticket is ready for collection (the "Cooling Off Period"). The Buyer can cancel the Contract in the Cooling Off Period by writing to UPark Limited, Clipstone St Clipstone Mews, London, W1W 5DG, by fax to 0207 636 5365, or by email to sales@upark.com. If the Buyer cancels the Contract during the Cooling Off Period, the Buyer will receive a full refund of the price paid for the Services. UPark will process the refund of the price of the Services due to the Buyer as soon as possible and, in any case, within 30 days of the day the Buyer cancelled the Contract. After the Cooling Off Period the Buyer may only cancel the Contract in accordance with Condition 9.6 or by giving notice under Condition 9.2. IF THE BUYER USES THE SEASON TICKET DURING THE COOLING OFF PERIOD THE BUYER AGREES THAT IT DOES NOT HAVE THE RIGHT TO CANCEL THE CONTRACT UNDER THIS CONDITION AS THE SERVICE IS BEING PROVIDED STRAIGHT AWAY.

7. PAYMENT CONSUMER AND NON-CONSUMER

7.1. All payments due should be made to UPark Limited.

7.2. No payments shall be deemed to have been received until UPark has received payment in cleared funds.

7.3. The first Parking Period will commence only once payment is received by UPark and the Buyer has been informed that the Season Ticket is ready for collection or has been posted to the Buyer. For successive Parking Periods payment is required prior to the commencement of the next Parking Period.

7.4. If payment is not received prior to the commencement of the relevant Parking Period, the Owner reserves the right to: not issue the Season Ticket to the Buyer, block the Season Ticket for entry to the relevant UPark Car Park(s) and shall have the right to cancel the Contract in accordance with Condition 9.6(a). If the Buyer incurs parking charges during the period when the Season Ticket is not issued or is blocked in accordance with this Condition, no refund will be given. The Season Ticket block will be removed and/or the Season Ticket issued when cleared funds are received for the full outstanding amount.

7.5. If the Buyer fails to pay UPark any sum due pursuant to this Condition 5 and/or 7 the Buyer will be liable to pay the full amount due for the Services together with interest from the due date for payment at an annual rate of 2% above the base lending rate of NatWest Bank plc, accruing on a daily basis until payment is made, whether before or after judgment.

NON-CONSUMER

7.6. All payments payable to UPark under the Contract shall become due immediately upon termination of the Contract by the Buyer for whatever reason despite any other provision in the Contract.

7.7. The Buyer shall make all payments due under the Contract without any deduction whether by way of set off, counterclaims, discount, abatement or otherwise.

8. SEASON TICKET CONSUMER AND NON-CONSUMER

8.1. Once the first payment for the Services, in respect of the first Parking Period, has been received pursuant to Condition 7 UPark may post the Season Ticket to the Buyer or if UPark has notified the Buyer that the Season Ticket is ready for collection the Buyer may collect the Season

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Ticket from the Home Car Park.

8.2. Upon receipt of the Season Ticket the Buyer will be responsible for that Season Ticket in relation to any loss or damage of that Season Ticket or use of that Season Ticket in breach of these Terms & Conditions and/or the Car Park Terms of Use.

8.3. The Season Ticket remains the property of the Owner at all times.

8.4. Entrance to the Home Car Park and/or any Overrun Car Park (as applicable) without the Season Ticket, except in the case where Condition 8.7 applies, means that normal daily tariffs at the relevant UPark Car Park will apply and no refunds will be given.

8.5. Payment for a Season Ticket does not guarantee the Buyer a parking space in the Home Car Park and/or any Overrun Car Park (as applicable) for which the Season Ticket is valid.

8.6. In the event of loss or damage to the Season Ticket due to the fault of the Buyer the Buyer will be charged £10.00 for a replacement Season Ticket.

8.7. In the event of loss or damage to the Season Ticket or if the Season Ticket does not work, in each case due to the fault of the Owner, the Buyer will be provided with another Season Ticket free of charge. If the Buyer has had to pay upfront for parking in the Home Car Park a refund will be provided upon production of valid receipts.

CONSUMER

8.8. Season Tickets may only be used by the Buyer and are not transferable.

NON-CONSUMER

8.9. A Season Ticket may not be assigned, transferred charged or dealt with in any way by the Buyer and may only be used by the relevant Season Ticket Holders. The Buyer is required to keep an up to date list of the names of the Season Ticket Holders and the number of the Season Ticket allocated to each of the Season Ticket Holders and shall provide this to UPark on request.

9. TERM AND TERMINATION CONSUMER AND NON-CONSUMER

9.1. The Contract will automatically continue for successive Parking Periods unless terminated in accordance with this Condition 9.

9.2. THE BUYER SHOULD BE AWARE THAT THE CONTRACT IS SUBJECT TO A MINIMUM 3 MONTH PERIOD AND WILL AUTOMATICALLY RENEW FOR CONSECUTIVE 3 MONTH PERIODS UNLESS CANCELLED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. THE BUYER WILL RECEIVE NOTIFICATION THAT THE PARKING PERIOD WILL RENEW AROUND 30 DAYS BEFORE THE CURRENT PARKING PERIOD EXPIRES. IF THE BUYER DOES NOT WANT THE SERVICES TO CONTINUE BEYOND THE CURRENT PARKING PERIOD, THE BUYER SHOULD CANCEL THE CONTRACT IN ACCORDANCE WITH THIS CONDITION 9.2. The Buyer may cancel the Contract during a Parking Period upon receipt by U Park of a written notice prior to the commencement of the next Parking Period confirming that it wants to cancel the Contract. In the case of cancellation in accordance with this Condition, the Contract will end on the expiry of the relevant Parking Period and no refund will be given.

9.3. The Owner may cancel the Contract prior to the end of the Parking Period for serious reasons (including, but not limited to, extensive work in the Home Car Park or sale of the business) by providing 30 days' written notice confirming its intention to cancel the Contract. In the case of cancellation in accordance with this Condition, the Contract will end on the expiry of the 30 days' notice period. If the Contract will end prior to the end of the Parking Period, U Park will provide a pro-rata refund for the remaining days of the Parking Period (counted from date on which the Contract ends).

9.4. Written notice of cancellation must be sent, in the case where the Buyer cancels to the UPark Address for the attention of the Contract Sales Department and in the case where UPark cancels to the address provided by the Buyer in the Season Ticket Request Form.

9.5. When the Contract ends for any reason, the Buyer must return the Season Ticket to UPark at the Home Car Park or to the

9.6. UPark Address on or immediately after the date the Contract ends.

9.7. Either party shall be entitled to terminate the Contract immediately by giving written notice to the other party if:

(a) the other party fails to pay any sum due within 60 days of written notification that payment is due;

(b) the other party commits a material breach of any of the provisions of the Contract and in the case of a breach which is capable of remedy fails to remedy the same within 60 days after receipt of written notice giving particulars of the breach and requiring it to be remedied;

(c) the other party persistently breaches the provisions of the Contract;

(d) the other party persistently or materially breaches the Car Park Terms of Use;

(e) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the other party, or a receiver or trustee in bankruptcy is appointed over the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertakings, or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of solvent reconstruction

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or amalgamation) or any circumstances arise which entitle the court or a creditor or the company (where the other party is a company) or its directors to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, or other similar or equivalent action is taken against or by the other party by reason of its insolvency or in consequence of debt.

9.8. If the Contract is cancelled by the Owner in accordance with Condition 9.6 the Buyer shall not be entitled to a refund. If the Contract is cancelled by the Buyer in accordance with Condition 9.6 the Buyer shall be entitled to a pro-rata refund.

10. LIMITATION OF LIABILITY

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

CONSUMER

10.1. The Owner will provide the Services to the Buyer with reasonable care and skill.

10.2. If the Buyer is contracting as a consumer, the Owner does not accept responsibility for business losses.

10.3. The Owner accepts liability in respect of death and personal injury to the extent that it is caused by the Owner's negligence.

10.4. The Owner's liability in respect of any loss or theft or damage to a Season Ticket Holder's vehicle and any other loss or damage not covered by clause 10.3 but arising out of or in connection with this Contract whether caused by the Owner's negligence, breach of contract, breach of statutory duty or otherwise is limited to £200 in aggregate.

10.5. The Owner does not exclude or limit in any way its liability, for death or personal injury caused by its negligence, under section 2(3) of the Consumer Protection Act 1987, or for fraud or fraudulent misrepresentation or for any matter for which it would be illegal for the Owner to exclude, or attempt to exclude and your statutory rights as a consumer are not affected.

NON-CONSUMER

10.6. The Owner will provide the Services to the Buyer with reasonable care and skill.

10.7. Subject to Condition 10.9, all conditions, warranties or other terms which might be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

10.8. Except as expressly stated in Condition 10.9:

(a) the Owner's liability, whether under the Contract or any collateral contract, for loss of or damage to the Buyer's tangible property caused by the negligence of the Owner, its officers, employees, contractors or agents, shall not exceed £200;

(b) the Owner shall have no liability for any losses or damages which may be suffered by the Buyer (or any person claiming under or through the Buyer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever arising, which fall within any of the following categories:

(i) loss of profits;

(ii) loss of anticipated savings;

(iii) loss of business opportunity or contracts;

(iv) loss of goodwill;

(v) loss of production;

provided that this Condition 10.8(b) shall not prevent claims for loss of or damage to the Buyer's tangible property that fall within the terms of Condition 10.8(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (v) inclusive of this clause 10.8(b);

(c) The Owner shall have no liability for any indirect loss whether arising in contract tort (including negligence) or otherwise howsoever arising; and

(d) Save as set out in Conditions 10.8(a) the total liability of the Owner, whether in contract, tort (including negligence) or otherwise howsoever arising and whether in connection with the Contract or any collateral contract shall in no circumstances exceed a sum equal to £200.

10.9. The exclusions in the Contract shall apply to the fullest extent permissible at law, but the Owner does not exclude liability for death or personal injury caused by the negligence of the Owner, its officers, employees, contractors or agents, for fraud or fraudulent misrepresentation, for breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or for any other liability which may not be excluded by law.

11. ASSIGNMENT

CONSUMER

UPARK TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

11.1. The Buyer shall not be entitled to transfer the Contract or any part of it unless it has UParks/the Owner's express written consent (such consent not to be unreasonably withheld). The Owner may transfer the Contract if it needs to for a business reason as long as the Buyer will not be disadvantaged by such a transfer.

NON-CONSUMER

11.2. The Owner may assign, transfer, charge or deal with the Contract or any part of it. The Buyer may not assign transfer, charge or deal with the Contract or any part of it.

12. EVENTS BEYOND REASONABLE CONTROL CONSUMERS AND NON-CONSUMERS

12.1. Neither party shall be in breach of the Contract, nor responsible for any failure or delay in performance of any of its obligations under the Contract (other than a failure to pay any sum due) if it is prevented from or delayed in the carrying out of its obligations under the Contract due to circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not in relation to either party's workforce) and the party affected by such force majeure event shall have a reasonable extension of time in which to fulfill its obligations under the Contract, after which, either party shall be entitled to give notice in writing to terminate the Contract.

13. COMMUNICATIONS CONSUMER AND NON-CONSUMER

13.1. All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post, or by fax transmission:

(a) in case of communication to UPark or the Owner to the UPark Address, or UPark Fax Number or such other address as shall be notified to the Buyer by UPark in accordance with this Condition; or

(b) in the case of communications to the Buyer to the registered office of the Buyer, if it is a company, or to any address of the Buyer set out in the Season Ticket Request Form or such other address as shall be notified to UPark by the Buyer in accordance with this Condition.

13.2. Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 Business Days after posting (excluding of the day of posting);

(b) if delivered by hand on a Business Day, on the day of delivery and if not delivered on a Business Day on the next Business Day;

(c) if sent by fax transmission on a Business Day prior to 4.00 pm, at the time successful transmission notification is produced and otherwise on the next Business Day.

14. DATA PROTECTION CONSUMER AND NON-CONSUMER

14.1. Any information provided by the Buyer to the Owner and/or the Overrun Owners (as applicable) will be used solely for the purpose of the provision of the Services by UPark, the Owner and the Overrun Owners (as applicable) and will be used and stored in accordance with the provisions of the Data Protection Act 1998 and all other relevant legislation.

14.2. If the Buyer is a natural person he/she will have the right to request details of what data UPark, the Owner and the Overrun Owners (as applicable) holds about him/her. Any requests should be made in writing to the Data Administrator at the UPark Address and should include details of the request, full name, contact details and telephone number.

15. COMPLAINTS CONSUMER AND NON-CONSUMER

15.1. Any complaints about the Services should be sent in writing to the UPark Address, marked for the attention of the Customer Services Manager.

16. GENERAL CONSUMER AND NON-CONSUMER

16.1. Each right or remedy of the parties under the Contract shall not affect any other right or remedy of the parties whether under the Contract or not.

16.2. If any provision of the Contract is found by any court, tribunal or administrative body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, enforceability or unreasonableness, not be a part of the Contract and the remaining provisions shall continue in full force and effect.

16.3. The Buyer shall only use the Services for lawful purposes and in accordance with all applicable laws.

16.4. A person who is not a party to the Contract shall not have any rights under or in connection with it pursuant to the Contract (Rights of Third

UPARK TERMS AND CONDITIONS FOR THE PURCHASE OF SEASON TICKET PARKING

Parties Act) 1999 save as set out in the Contract. The obligations of the Buyer set out in the Contract are owed to and for the benefit of the Owner and the Overrun Owners each of which shall have the right to enforce such obligations of the Contract. The parties do not need the consent of the Overrun Owners or any other person to terminate or rescind the Contract or agree any variation, waiver or settlement of the Contract.

16.5. If there is an inconsistency or conflict between any of the provisions of the Terms & Conditions and the Car Park Terms of Use, the provisions of the Terms & Conditions shall prevail to the extent of the inconsistency or conflict only.

CONSUMER

16.6. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts as far as possible. In some circumstances the laws where the Buyer is domiciled may apply and the courts where the Buyer is domiciled may have jurisdiction.

16.7. Failure or delay by a party in enforcing or partially enforcing its rights under the Contract will not be construed as a waiver of any of its rights under the Contract.

16.8. Any waiver by a party of any breach of, or any default under, any part of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract unless it is expressly confirmed in writing by the party waiving its rights.

NON-CONSUMER

16.9. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

16.10. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and, subject to Condition 10.7, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

16.11. Failure or delay by the Owner in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.12. Any waiver by the Owner of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract unless it is expressly confirmed in writing by the Owner.

March 2009

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Appendix 1

IMPORTANT NOTICE

ENTRY TO AND USE OF ALL U PARK CAR PARKS IS SUBJECT TO THESE CAR PARK TERMS OF USE

ALL CUSTOMERS ARE REQUESTED TO READ THESE CAR PARK TERMS AND CONDITIONS CAREFULLY AND TO FOLLOW THE RECOMMENDED PROCEDURES. THEY ARE FOR YOUR BENEFIT. SHOULD YOU WISH TO MAKE A COMPLAINT YOU ARE REQUESTED TO FOLLOW THE COMPLAINTS PROCEDURE SET OUT IN CONDITION 2 BELOW, WHICH WILL ENSURE THAT YOUR COMPLAINT IS DEALT WITH EFFICIENTLY.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CONDITION 1 AND 10.

1. OUR LIABILITY

1.1. Customers are asked to remember that a public car park is open to everyone. The staff have instructions to remove persons misbehaving themselves however, we cannot guarantee the security of you, your vehicle or its contents. Accordingly, we, our servants and agents will accept liability in respect of any loss or theft or damage to your vehicle and/or liability for death or personal injury only where the same is proved and to the extent that is proved to be caused by our negligence, wilful act or default or breach of statutory duty or that of our servants and agents.

2. COMPLAINTS

2.1. Should you and/or your vehicle suffer damage whilst in a UPark Car Park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in a UPark Car Park, you are requested to:

2.1.1. immediately to inform a member of staff to the occurrence;

2.1.2. in the case of theft, report it to the Police and make a note of the reference number;

2.1.3. notify your insurers promptly.

2.2. If you consider that you have a claim against the Company within Condition 1, we request that you promptly after the discovery of the loss or damage, give written notice containing full details of the occurrence to us at our head office: UPark Limited, Clipstone Mews, London W1W 5DG

2.3. Before submitting a complaint to the Company, you are requested to check Condition 1 and to satisfy yourself that the subject matter of your claim falls within our area of responsibility.

2.4. Failure to comply with the above procedure may prejudice your position.

3. SECURING YOUR VEHICLE

3.1. Unless requested by us or one of our employees or agents not to do so, or you have a good reason not to do so, please ensure that before you leave the UPark Car Park:

3.1.1. your vehicle is securely locked;

3.1.2. all the windows of your vehicle are securely closed;

3.1.3. if your vehicle is fitted with a steering lock or similar security device, that it is engaged.

4. POSSESSIONS

4.1. Wherever possible, please ensure that you take your possessions with you when you leave your vehicle. If you have to leave your possessions in your vehicle make sure they are out of sight. You are reminded that your motor insurance policy may not cover possessions in vehicles. It may be possible for you to arrange separate insurance cover for possessions, and we recommend that you do so.

5. COURTESY TO OTHER CUSTOMERS

5.1. Should you damage another customer's vehicle you are requested to report the matter immediately to a member of our staff and give them the registration number of your vehicle and the damaged vehicle.

6. SAFETY IN THE CAR PARK

6.1. Car parks are to be used only for lawful purposes.

6.2. Car parks can be dangerous:

6.2.1. please drive carefully in the UPark Car Park and obey the directional signs and speed limit;

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6.2.2. after you have parked your vehicle please proceed to the nearest exit. All exits are signposted;

6.2.3. do not wander about the UPark Car Park;

6.2.4. keep a careful eye on people in your care;

6.2.5. do not permit children to play in the UPark Car Park.

7. TICKETS

7.1. The ticket issued to you is for use only for the vehicle in respect of which it is issued. A ticket (including a Season Ticket) does not entitle you (unless otherwise specified by us) to any particular space in the Car Park or to priority over other customers. Payment for a ticket (including a Season Ticket) does not guarantee you a parking space. All Season Tickets remain our property and it must be returned to us on expiration.

7.2. We reserve the right to refuse to release your vehicle from the UPark Car Park if you are unable to produce a valid car parking ticket/Season Ticket until we have made such enquiries as we consider reasonable. Failure to produce a valid ticket or valid Season Ticket may therefore delay your departure.

7.3. If you are unable to produce a valid car parking ticket/Season Ticket you will be charged at the normal daily tariffs for the full time spent parked in the UPark Car Park.

8. AGENCY

8.1. 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 themselves and all other persons having proprietary, possessory or other financial or material interest in the vehicle and/or its contents.

9. MOVING AND RELOCATION OF VEHICLES

9.1. We reserve the right to move any vehicle within a UPark Car Park by driving or other means to such extent as we, our servants or agents at their discretion think necessary to avoid obstruction, for the more efficient arrangement of parking facilities and/or for health and safety reasons.

9.2. We reserve the right, where a UPark Car Park has to be closed permanently, temporarily in whole or in part, evacuated or in cases of emergency, to remove any vehicle at such a time to any other reasonably convenient U Park Car Park.

9.3. To the extent that it may be necessary in relation to the above, we, our servants and/or agents shall have the right to drive or by other means take the vehicle on the public highway.

10. LIENS

10.1. Every vehicle in a UPark Car Park is subject to a lien for all charges due or accruing from you to us, such liens to be in existence whenever the vehicle is in a UPark Car Park. If such charges due are not satisfied within 28 days of notice given by us of our intention to sell the vehicle if payment is not made, we may sell your vehicle by auction or otherwise, and the proceeds of the sale will be applied in and towards satisfaction of all sums owing to us by you together with the reasonable expenses of such sale, and in connection with such sale we shall be entitled to deduct reasonable garage charges in respect of the period during which the vehicle is in our possession.

10.2. Any balance of purchase price remaining after the satisfaction of such sums due to us shall be held by us on behalf of the registered owner of the vehicle. Notice of intention to sell the vehicle if payment is not made shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at their last known address, whether or not the same is actually received.

11. TARIFF

11.1. The applicable daily tariffs shall be displayed from time to time on the Tariff Board at each UPark Car Park.

11.2. If you have a Season Ticket, car parking prices will be dealt with in the documentation provided to you.

12. PROHIBITED ACTIVITIES

12.1. No vehicle shall be towed into a UPark Car Park and no work on or cleaning of vehicles by customers or their agents shall be done in a UPark Car Park.

12.2. No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in a UPark Car Park.

13. DEFINITIONS

13.1. The Company' shall mean the Legal Owner as identified in Appendix 2 of the Terms & Conditions depending on which UPark Car Park the customer is parked in.

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13.2. 'Vehicle' shall mean the vehicle, which is received into a UPark Car Park and shall include any mechanical device or wheels or tracks, its equipment and accessories.

14. VARIATIONS OF THE CAR PARK TERMS OF USE

14.1. No person has authority to vary or alter these Car Park Terms of Use unless such variation is in writing signed by a duly authorised signatory of The Company.