

CONTRACT CAR PARKING LICENCE

Car Park **7**



DATE

LICENSOR Scottish Widows plc & Scottish Widows Unit Funds Ltd

OF Both of whose registered office is 69 Morrison Street, Edinburgh, Midlothian, EH3 8YF

LICENSEE

OF

PROPERTY ___ car parking space(s) within The Property known as Kingfisher Car Park 7, Kingfisher Shopping Centre, Redditch.

LICENCE PERIOD From _____ Ending _____

PERMITTED USE Parking of ___ non commercial vehicle(s) during Kingfisher Car Park 7 Opening Hours displaying the Contract Car Parking Pass that will accompany this License. No other use is permitted.

LICENCE FEE **The Licensee will pay the Licensor a fee of £50 per space, per calendar month plus VAT.**

This Licence is granted on the following terms:

1. Contract Car Parking Passes will only be valid for access to Kingfisher Car Park 7. This Car Park is also identified as the remote multi-storey Car Park adjacent to Access 7 (Adelaide Road) with entrance off Church Road, Redditch.
2. Payment of the fee entitles the holder of the Contract Car Parking Pass ___ parking space(s) in the Kingfisher Car Park 7 between the hours of 06.00 and 20.00 Monday to Friday only. After 09.30 Contract Car Parking Pass holders are not guaranteed a parking space.
3. Kingfisher Car Park 7 will open 06.00 to 20.00 hours Monday to Friday, Saturday 06.00 to 20.00 hours and Sunday 06.00 to 20.00 hours. Unless otherwise notified by the Licensor.
4. Once Kingfisher Car Park 7 is closed for the evening, cars will not be available for release until the car park re-opens at 06.00.
5. Kingfisher Car Park 7 is closed on Easter Sunday and Christmas Day.
6. The Licence for Contract Car Parking Passes does not cover weekend parking.
7. The Licence Fee, until further notice, is Monthly £50.00, Quarterly £150.00 and Half Yearly £300.00 plus VAT per Contract Car Parking Pass and is payable in full in advance.
8. Contract Car Parking Passes for Kingfisher Car Park 7 are available calendar monthly up to a Licence Period of six months in any one Licence agreement.
9. For avoidance of doubt, the minimum Licence Period will be one calendar month in duration, and each Licence Period must end on the last day of a calendar month. For any period less than a calendar month, billing will be based pro rata at a rate of £2.50 per day plus VAT with the following full Licence Period as in point 7.
10. The Licence Fee is subject to review at the Licensor's discretion and any fee reviews will be notified to Contract Car Parking Pass Licensors from time to time at Licence renewal.
11. Failure to renew the Contract Car Parking Pass Licence at the end of the period will result in the Licence and corresponding pass being cancelled.
12. Payment by credit or debit card can be made by debit or credit card using the debit/credit card payment facility available at the Kingfisher Shopping Centre Management Suite. Debit/credit card payments can be taken by telephone on: 01527 405800.
13. Where a credit card is used, the charge will be increased by 2.0% to cover charge to the Licensor.
14. Cheques should be made payable to AMAS Ltd/SWUF Ltd and cheques will need to be accompanied by a cheque guarantee card. Credit card payments are accepted at the Kingfisher Shopping Centre Management Suite.

15. Pay by post: Send cheques to Kingfisher Shopping Centre Management Suite, Walford Walk, Kingfisher Shopping Centre, Redditch, Worcestershire, B97 4HJ.

16. No Licence can be deemed to have completed until payment of cleared funds has been received.

17. The Contract Car Parking Pass is for use only by the registered user vehicle. It is not transferable, and remains the property of the Licensor.

18. Any change of name of registered users or corresponding vehicle should be notified to the Kingfisher Shopping Centre Management Office, in writing, as soon as they occur.

19. The Kingfisher Car Park 7 is for domestic vehicles only and the holder of the Contract Car Parking Pass should ensure their vehicle complies with the height restrictions set for this Car Park.

20. The holder of the Contract Car Parking Pass is not to park the vehicle in either a designated family space, or disabled space unless registered as a disabled driver, in which case a current blue disabled badge must be displayed in the vehicle at all times the vehicle is parked. Failure to do so may result in the vehicle being clamped. Continual abuse may result in the Contract Car Parking Pass being withdrawn.

21. The holder of the Contract Car Parking Pass may park wholly only within any marked bays on levels 5 & 6 of the Kingfisher Car Park 7.

22. Contract Car Parking Passes will take the form of a Kingfisher Car Park 7 branded disc that must be displayed within front windscreen of the vehicle for inspection at all times and be surrendered on request to any representative acting on behalf of the Licensor.

23. Contract Car Parking Passes that are no longer required are to be returned directly to either the Customer Help Desk or Kingfisher Shopping Centre Management Suite.

24. Should the Contract Car Parking Pass be lost or damaged, the user must notify Kingfisher Management Office immediately so that the pass can be cancelled and a new one issued. A replacement will be given subject to the user reporting to Kingfisher Management Office with relevant identification on payment of a £25.00 administration fee.

25. The Licensor, may decide not to reissue a Contract Car Parking Pass and no reason will be required.

26. The Landlord or its representatives may terminate the Licence without notice if it believes there is any misuse or any fees have remained unpaid.

27. The Licensor takes no responsibility for lack of access due to queuing or other issues outside its control.

28. The Licensor is not obliged to accommodate parkers in the event of matters beyond its control preventing access to the Kingfisher Car Park 7.

29. Kingfisher Shopping Centre reserves the right to close Kingfisher Car Park 7 for maintenance/safety reasons without notice and whilst endeavoring to provide alternative spaces is not obliged to do so.

30. Vehicles and their contents are parked at the owner's risk and the Licensor will not accept liability for any loss or damage however caused.

31. Any emptying or recharging of fuel tanks is strictly prohibited within Kingfisher Car Park 7.

32. Washing of vehicles is strictly prohibited within Kingfisher Car Park 7.

33. All information relating to the Contract Car Parking Pass, Licences, vehicles and eligibility to park in Kingfisher Car Parks is stored on computer records.

34. Although a space has been offered, and accepted by the Licensee, there is no contractual obligation on the part of Kingfisher Shopping Centre to continue this and the facility may be withdrawn at any time. However, should this be necessary the Licensor would endeavor to give the Licensee as much notice as possible, and refund the Licence Fee for the unexpired Licence Period.

35. For the avoidance of doubt, no exclusive possession of any demised space is conferred by this Licence at any time.

Signed For and on behalf of the Licensor

Signed By the Licensee
