**Car Park Conditions of Entry and Use:**

**(Includes additional section for NHS Staff Permit holders)**

**BY ENTERING THIS CAR PARK WITH OR WITHOUT A VEHICLE AND WHETHER AS A DRIVER, PASSENGER OR OTHERWISE, YOU AGREE TO THESE CONDITIONS.**

1. All vehicles in the Car Park must be roadworthy, taxed and insured at all times and you must not bring any of the following into the Car Park: any animal other than a dog or cat; any combustible, flammable and/or explosive material other than the normal contents of a fuel tank or a fuel can (no larger than 10 litres). If you bring any children, dogs and/or cats into the Car Park, you must keep them under control and you will be responsible for their behaviour and safety.
2. If you park a vehicle in this Car Park, you will be liable to pay in full the applicable charges shown on the tariff board, without set-off or deduction. If you lose your ticket, you will be charged at the full daily rate shown on the tariff board in the Car Park for each day or part of a day that the vehicle has been parked in the Car Park. We reserve the right to detain any vehicle until all outstanding parking charges have been paid.
3. Tickets issued in the Car Park are not transferable. You must park your vehicle entirely within a marked parking space and (if a 'pay and display' system is in operation) must display a valid permit or ticket purchased in the Car Park face upwards so as to be fully visible on the windscreen or dashboard. Entry into the Car Park does not guarantee you a space in the Car Park nor give you rights over any other customers.
4. Vehicles displaying a valid disabled parking permit may park free of charge in dedicated disabled parking bays, but must otherwise pay the applicable charges shown on the tariff board, without set-off or deduction.
5. You must drive carefully and considerately and obey staff requests, direction markings, signs (including in relation to the use of disabled, suspended or other bays), size/weight restrictions and speed limits. After parking and when returning to your vehicle, you must use the pedestrian walkways and entrances/exits as applicable. You are responsible for securing your vehicle and ensuring you have adequate insurance, including for its contents.
6. **We cannot guarantee the security of you, any passengers, your vehicle or its contents. You enter the Car Park at your own risk. We shall not be liable to you for:**

* **damage to or loss of any vehicle or property except to the extent it is directly caused by our negligence, wilful act or breach of statutory duty, and only if the loss or damage is reported to a member of the Car Park staff and an Incident Report Form is completed prior to departure from the Car Park; and**
* **death of or injury to you or your passengers unless caused by our negligence or wilful act or breach of statutory duty.**

1. You must not at any time do any of the following in the Car Park:

* tow any vehicle
* carry out any repairs, renovation, additions or alterations to a vehicle
* sell, hire, exhibit for sale or conduct any negotiations or dealings in relation to a vehicle or any other item or service
* cause a nuisance, obstruction or carry out any illegal or immoral acts
* smoke, camp, siphon or transfer fuel, cook, dump or store materials
* engage in any activity other than parking or otherwise reasonably ancillary to parking or intended parking of a vehicle

1. We may move any vehicle or property within the Car Park at any time to ensure the Car Park operates efficiently or to prevent any injury or damage in the event of a security threat. We may remove vehicles which are or reasonably appear to be stolen or abandoned. Any vehicle which has been left in the Car Park (or any other place to which we remove it) for a period of 28 days or more shall be deemed to have been abandoned, unless we have been notified otherwise, and we shall have the right to remove the vehicle at the cost of the owner and store and/or dispose of it (and deal with the proceeds and/or any costs) in a way we deem reasonable and appropriate.
2. You must not damage or deface the appearance of the Car Park or any other vehicle in any way and must not tamper with any of the systems in use in the Car Park.
3. CCTV may be in operation in this Car Park and may be used for security purposes, as evidence to support prosecutions for criminal activity or in relation to civil claims. You consent to the recording of CCTV images, and we will observe all relevant data protection principles in respect of such recordings.
4. If you breach any of these Conditions, we may at our option:

* Require you and, if applicable, your vehicle, to leave (and/or not return to) the Car Park and/or
* Serve you with a Parking Charge Notice (PCN), either by affixing it to your vehicle or otherwise bringing it to your attention, in the relevant sum specified on the tariff board and you agree that you will then owe us the sum specified in the PCN, as a debt and/or
* Remove your vehicle from the Car Park and recover from you (as a debt) the costs and fees specified on the tariff board in relation to removal, storage and return and/or
* If the parking charge notice is not paid within 30 days of issue of the notice, Saba Park Services UK Limited may contact the DVLA for the purpose of recovery and this may incur additional costs.

1. These Conditions shall create a contract between you and us, which you may not vary or supplement. These Conditions also apply to any person with an interest in your vehicle. Any conditions applying to season tickets or other permits shall be in addition to these Conditions. Except as expressly mentioned in these Conditions, no-one else may rely on or enforce these Conditions.
2. The top floor of Tower Car Park will be closed from 8.30 pm to 7 am.
3. In these Conditions:

* The '**Car Park'** means the whole of the car park to which these Conditions relate and includes parking bays, walkways, roadways, cycle racks, verges, planted areas and paths
* **'You' 'your'** and related expressions refer to the driver of any vehicle, a passenger in any vehicle and any other person entering or using the Car Park
* **'We' 'our' 'us'** and related expressions refer to the '**Owner'** of the Car Park, Gloucestershire Hospitals NHS Foundation Trust, address: Trust Headquarters, 1 College lawn, Cheltenham, Gloucestershire, GL53 7AG Tel: 03004 222 222, with Registration No. 6549 199 90, but in relation to condition 6 above shall also include the Operator, and the respective employees, agents and contractors of the Owner and Operator, and you agree that they may rely on this contract.
* The **'Operator'** means Saba Park Services UK Limited, a company registered in England with number 2362957 and having its registered office at Oak House, Reeds Crescent, Watford, WD24 4QP. The Operator is authorised by the Owner to provide managed services in the Car Park. The Operator is authorised by the Owner to exercise and enforce any rights of the Owner arising against you under these Conditions.

1. All correspondence in connection with these Conditions and in relation to the Car Park should be addressed to the Operator at the address given above. Telephone no. 03004 226101
2. Conditions relating to the Staff of Gloucestershire Hospital NHS Foundation trust:
   * 1. Staff permit holders may only park in the areas as defined by the code on their permit, and detailed on the leaflet & maps issued with their permit entitled ‘Gloucestershire Hospitals - A Guide to Staff Parking’. Parking in bays designated for other types of permit holders may result in a Parking Charge Notice being issued to the vehicle.
     2. Staff permit holders may only park in floors 2, 3 and 4 of the Tower Car Park.
     3. Staff permit holders are required to clearly display their parking permit at all times in the windscreen of their car, and are required to pay the staff daily rate of £1.50 per day for their parking, using the Parking Card issued to them with their permit. Failure to comply with this condition may result in a Parking Charge Notice being issued to the vehicle.
     4. Staff permit holder parking in the Tower Car Park will not be issued with a ticket. Should they want to park in other Pay and Display areas of Gloucestershire Hospitals NHS Foundation Trust, they will need to a ask to a member of Saba Park staff in the parking office to deliver a specific ticket before exiting the Tower car park.
     5. Staff permit holders are required to clearly display the Pay and Display ticket in the windscreen of the car. This ticket must correspond with the Parking Card number which is displayed on their permit. Failure to comply with this condition may result in a Parking Charge Notice being issued to the vehicle.
     6. Staff permit holders are reminded that note that permits are not transferable, and relate solely to the user and the user registration numbers of vehicle/s related to the original permit application form. Failure to comply with this condition may result in a Parking Charge Notice being issued to the vehicle.
     7. Staff permit holders please note that Pay and Display tickets are valid throughout at 24 hour period on both Cheltenham and Gloucester sites, subject to the conditions detailed above.
     8. Staff permit holders who hold a Disabled ‘Blue Badge’ may park free of charge in marked Disabled Bays only. Payment and Permit display is required if the vehicle is parked in general staff parking areas. Parking in staff bays must be compliant with the conditions listed in points 16.i,ii,iii,iv and v above.­