

YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF CAR PARKING

Please read these Terms and Conditions carefully as they regulate Your use of Our car park. These Terms and Conditions set out the terms under which Yacht Havens Ltd ("We" or "Our" or "Us") makes the car park available to You at Lymington Yacht Haven, King's Saltern Road, Lymington, Hampshire, SO41 3QD.

1 ACCEPTANCE

- 1.1 By entering the Car Park You are accepting these Terms and Conditions.
- 1.2 If You do not wish to be subject to these Terms and Conditions You should exit the Car Park immediately.

2 OUR RESPONSIBILITY TO YOU

- 2.1 Other than liability for death, personal injury, loss of or damage to Your vehicle resulting from Our negligence, Our employees, representatives and contractors shall not be liable for any loss or damage howsoever arising.
- 2.2 If Your vehicle is damaged, or if You notice any damage to another vehicle in the Car Park You should report it immediately as per clause 12.
- 2.3 Crime including criminal damage, theft or attempted theft should be immediately reported to the Police and the marina office.
- 2.4 We cannot guarantee that people will not enter the Car Park and cause damage to property or engage in criminal behaviour. Your use of the Car Park is at Your own risk.

3 SECURING YOUR VEHICLE AND POSSESSIONS

- 3.1 Before You leave Your vehicle, please ensure that Your vehicle is securely locked, including the windows and that the handbrake is applied.
- 3.2 Wherever possible please take Your possessions with You when You leave Your vehicle. If You do leave possession in Your vehicle, You do so at Your own risk.

4 TARIFFS

- 4.1 Car Park charges are displayed at the Car Park entrances, exits and other areas in the Car Park.
- 4.2 We reserve the right to vary the Car Park charges without prior notice.
- 4.3 If You delay exiting a ticketed Car Park once You have paid the fee due for the time parked, You may incur additional charges.
- 4.4 You should follow the instructions provided to ensure You comply with the requirements for payment.
- 4.5 If You do not pay the charges You owe, We reserve the right to take legal proceedings to recover the unpaid charges and related legal costs.

5 SAFETY IN THE CAR PARK

- 5.1 You must drive carefully in the Car Park and obey all directional signage and speed limits.
- 5.2 You must only park in the designated Car Parking bays.
- 5.3 You must comply with all instructions or requests given by any of Our employees.

6 DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

- 6.1 If You damage another vehicle or any property or structure within the Car Park, You will be liable and You must report this immediately to a member of Our staff.
- 6.2 You will be asked to give details of Your vehicle registration, and any other vehicle involved, Your full name and address and Your insurance details.

7 PROHIBITED ACTIVITIES IN THE CAR PARK

- 7.1 You are not permitted to: A) Park Your vehicle anywhere that could cause obstruction to other Car Park users, B) Do anything in the Car Park which may cause offence, annoyance or inconvenience to Us or any other user of the Car Park, C) Carry out work or clean a vehicle or to authorise anyone else to carry out work or clean Your vehicle whilst it is in the Car Park, D) Dispose of any items or drop litter in the Car Park, E) Place flyers on any vehicles in the Car Park including advertising Your vehicle as for sale, F) Sleep in any vehicle parked in the Car Park overnight unless You have received written permission from the marina office and paid the correct charges, G) Park Your

vehicle in a parking space designated for a particular type of vehicle or for a specific user if Your vehicle is not of such particular type or if You are not such user.

- 7.2 You are only allowed to park in the parking spaces which are marked for customer use.
- 7.3 You must not do anything in the Car Park which would be a breach of the law.
- 7.4 Speed limits on the site roads are to be adhered to at all times, night and day.

8 ACCESS AND RELOCATION OF VEHICLES

- 8.1 We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.
- 8.2 If We, Our representatives or contractors consider Your vehicle to be causing an obstruction or hazard in the Car Park, We reserve the right to move or remove Your vehicle. Whilst taking reasonable care any damage caused in doing so will be Your responsibility.

9 ABANDONED VEHICLES

- 9.1 Vehicles left for longer than 28 days in the Car Park without prior written notification from the marina office will be deemed to be abandoned and We retain the right to remove the vehicle from site. Any costs associated with removal will be recharged to the vehicle owner.
- 9.2 All vehicles left on Our premises must have an in date and valid road tax, MOT certificate and insurance.

10 NUMBER PLATE RECORDING & RECOGNITION

- 10.1 Automatic Number Plate Recognition (ANPR) is used to monitor and record vehicle entries and exits to and from the Car Park.
- 10.2 Manned patrols may also be used and vehicle details recorded for purposes of compliance and enforcement.

11 CHARGES

- 11.1 If You park Your vehicle in the Car Park but do not comply with or breach these Terms and Conditions We may issue You with a Parking Charge. In addition, We reserve the right to refuse You entry to its Car Parks in the future.
- 11.2 You agree that We, Our representatives and contractors may contact DVLA to request details of the registered keeper.

12 CONTACTING US

- 12.1 If Your vehicle is damaged whilst in the Car Park, or if You lose your vehicle or any of Your possessions from Your vehicle whilst it is in the Car Park, You should provide written notice to: lymington@yachthavens.com. In case of emergency, You can contact Lymington Yacht Haven on 01590 677071.

13 GOVERNING LAW

- 13.1 These Terms and Conditions shall be governed in accordance with the laws of England. Privacy Information can be found at www.yachthavens.com/privacy-notice

Lymington Yacht Haven
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Tel: 01590 677071
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www.yachthavens.com