

PenTre House
Car Park - Parking Space
Terms & Conditions

1. DEFINITIONS

In these Terms & Conditions the following definitions apply:

The **Car Park** is the car park opposite Pentre House at Peverell Terrace, Porthleven, Helston, Cornwall, TR13 9DZ.

The **Parking Space** is the single parking space allocated by the Owners at the Car Park.

The **Owners** are the Car Park owners (Graham & Denise Hill) and the **Agent(s)** shall mean those person(s) who shall from time to time be appointed by the Owners to act on their behalf in matters to do with the Car Park and/or Parking Space.

The **Customer** is the person who is authorised by the Owners to use the Parking Space.

The **Vehicle** is the vehicle agreed by the Owners and owned by, or on legal hire to, the Customer.

The agreed vehicle will not be a commercial vehicle, nor comprise a trailer or other towed device, nor a camper van, caravan or other similar vehicle or a large 4-wheel drive vehicle, or any vehicle that the Owners would consider an impediment to the Car Park.

The Vehicle may be a motorcycle with or without sidecar (anchor points to help secure such vehicles are available).

The **Period** is the period of booked use of the Parking Space agreed with the Owners and comprises from midday on the day of arrival to 10:30 hours on the day of departure. In the case of a single overnight use this is therefore less than 24 hours.

Times stated are in 24-hour notation (Military Time) and are Greenwich Mean Time (GMT) or British Summer Time (BST) whichever is relevant.

2. CONTRACT & BOOKING

Pentre Car Park is available on either a pre-booked or ad-hoc basis. The Customer must be over eighteen years old. He or she certifies that they are over eighteen years old and are authorised to agree these conditions on behalf of all other persons included his/her party. All transactions, monetary or otherwise, will take place between the Customer and the Owners. The Owners or their Agents will not enter into correspondence with members of the Customer's party on any matters pertaining to this Contract.

The Contract shall be between the Customer and the Owners but will not exist until the payment for the Period has been received and accepted by the Owners. Payment by the Customer deems acceptance of these Conditions.

The Owners reserve the right to refuse any booking request.

3. CANCELLATION/ALTERATION

For pre-booked reservations, if the Customer requires to cancel their reservation of the Parking Space prior to the Period the Customer must notify the Owners immediately and confirm in writing. The Owners will then try to re-let the Parking Space.

Normally if the Parking Space is re-let, or partially re-let, the Owners will refund pro-rata monies paid less expenses involved in re-letting. If the Parking Space is not fully re-let any outstanding balance will become due. Where applicable, supplements and/or refundable deposits will be returned.

If cancellation is between one calendar month and fourteen days before arrival, 35% of the price paid will be forfeit irrespective of the Owners ability to re-let the Parking Space.

If cancellation is fourteen days or less before arrival, the full price paid will be forfeit irrespective of the Owners ability to re-let the Parking Space.

No monies can be refunded after the start of the Period due to cancellation or for any other reason that the Customer cannot attend the Parking Space.

In the event of the Customer requiring an alteration to a confirmed booking this will be treated as a cancellation as described above and a new Contract must be undertaken for the Parking Space. The Owners cannot guarantee that the Parking Space will be available at an alternate time.

The Owners, not being an organisation, cannot guarantee to be available to accept cancellations or alterations; the Owners will however make all reasonable endeavours to accommodate the wishes of the Customer.

Neither the Owners nor their Agent(s) can accept liability for any claim arising out of delayed arrival at the Parking Space, or cancellation by the Customer due to adverse weather conditions or any other reasons or prohibitions to travel arrangements which prevent arrival at the Parking Space temporarily or at all.

The Customer is advised to obtain travel insurance to cover for any eventualities.

4. USE OF THE PARKING SPACE

(a) Vehicles and contents left at the Parking Space entirely at the Customers risk and neither the Owners or their Agent(s) will accept responsibility for loss or damage to the Customer's or members of their party's belongings, personal injury or loss of life, howsoever caused.

(b) The Parking Space is in a conservation area denoted as an area of outstanding natural beauty. The village and surrounding area is quiet and rural and the Customer and their party are asked to respect this and observe the nature of the vicinity. The Customer and their party member(s) must not behave in a way that interrupts or interferes with the neighbourhood. For example, the playing of music loudly, littering or otherwise inappropriate behaviour will be considered unacceptable by the Owners and their Agent(s).

(c) The Parking Space is occupied strictly on the basis that it is for parking the Vehicle only and that no right to remain at the Parking Space exists in the Customer or any member of their party nor is there any right to part with possession of the Parking Space during the Period or sub-let or share the Parking Space. Unless otherwise agreed in writing, the Period is for a maximum of four weeks.

(d) The Vehicle must not be occupied overnight.

(e) The Parking Space will be available from midday on the day of arrival. Arrangements for the collection of key(s) will be made available between midday and 20:00 hours on the day of arrival. A Customer wishing to arrive later than 20:00 hours may do so only by prior arrangement with the Owners or their Agent(s).

(f) The Car Park must be vacated by 10:30 hours on the day of departure. Customers' wishing to return the key and claim their key-deposit prior to 08:30 hours may do so only by prior arrangement with the Owners or their Agent(s). In exceptional circumstances the customer will understand that the key deposit may have to be sent on to their known address, or they have to vacate the Car Park and return the key the evening before departure.

5. CUSTOMERS OBLIGATIONS

The Customer agrees:

(a) To use the Parking Space for the sole purpose of parking the Vehicle in the location designated by the Owners/Agents. The Owners/Agents will take details of the vehicle to be parked.

(b) Not to use, or allow to be used, the Parking Space for any other purpose other than that in (a) above.

(c) To park forward facing the rear wall and only within the designated Parking Space and not to park inappropriately or in a way to inhibit the use of the other parking spaces, nor to cause any noise, disturbance or any other impediment to the use of the Car Park or the neighbourhood.

(d) Not to make, or allow to be made, duplicate keys for the Car Park bollards.

(e) Other than for the purpose of entry/exit from the Parking Space, to ensure that the Car Park bollards are locked at all times.

(f) To keep the Parking Space and all fittings and effects, in or on the Car Park, in the same state of repair and condition as at the commencement of the Period, and leave the Car Park in the same state of cleanliness and general order in which it was found. The Owners or their Agent(s) will be entitled to make an additional charge to the Customer if extra cleaning is made necessary as a result of the Car Park being left in an untidy or dirty condition upon the Customer's departure. This includes any ground staining as a result of oil leaks etc.

(g) To pay for any losses or damages to the Car Park however caused (reasonable wear and tear excluded). The Customer certifies that they are in possession of valid Third Party Vehicle Insurance that will cover the cost of making good such loss or damage. The Customer will be liable for any charges for inconvenience and expenses that the Owners or their Agent(s) suffer as a result of loss or damage to the Car Park. In general it is in the interest of the Customer to personally make good loss or damage, as resorting to insurance for relatively small loss or damage is liable to be more costly.

(h) To vacate the Parking Space and return the key to the Owners or their Agent(s) no later than 10:30 hours on the day of departure irrespective of prevailing weather conditions or other travel prohibitions. If the vehicle is found to be immobile it must be removed to the highway before any motoring support service is called. The Car Park is unsuitable for access by recovery vehicles. The Customer will be held liable for any costs incurred through any delayed departure or lost key(s).

6. GENERAL CONDITIONS

(a) If there shall be any breach of any conditions, the Owners or their Agent(s) reserve the right to terminate the Customers use of the Parking Space without prejudice to the other rights and remedies of the Owners.

(b) During the Period the Customer is responsible for the Parking Space and ensuring that members of their party observe all aspects of their obligations. Only the persons in the Customer's party may enter the Car Park and under no circumstances can the Period be extended beyond the initial booking except by the prior agreement of the Owners.

(c) The Owners or their Agent(s) are entitled to ask the Customer or any member(s) of the their party to leave the Parking Space, without refund of monies paid, if in the reasonable opinion of the Owners or their Agent(s) the behaviour of the Customer or member(s) of their party is unacceptable. The Customer and members of their party must observe the Owners and Agent(s) rules at all times.

(d) In the event of any discrepancy between these Conditions and the contents of any documentation or Web Site that pertains to the Car Park or Parking Space, these Conditions shall prevail. Any Web Site, correspondence, documentation or advertising material are offered in good faith, and neither they nor any oral representations made by the Owners or their Agent(s) form part of any Agreement. The Owners make no representations as to the state or condition of the Car Park. The Owners reserve the right to alter the layout of the Parking Space and/or change/remove/add fittings. The Customer must accept that differences between any text, images/photographs or illustrations and the actual Car Park may arise. Whilst the Owners and their Agent(s) take all reasonable steps to ensure the accurate reproduction of text, images/photographs and illustrations, they cannot accept responsibility for errors contained therein or the results thereof. All distances are approximate. Facilities may be altered or withdrawn for reasons not within the Owners or their Agent(s) control and responsibility cannot be accepted or compensation considered. Neither the Owners nor their Agent(s) can accept any liability for any loss or damage resulting from information given or statements made in any documentation or Web Site pertaining to the Parking Space or its surrounding area. Availability of amenities cannot be guaranteed.

(e) Any complaints regarding the condition of the Car Park or the facilities available must be taken up with the Owners or their Agent(s) immediately, so that an on-site investigation can be made and, if necessary, remedial action taken. In no circumstances will compensation be paid for complaints raised after the Period, by which time the Owners or their Agent(s) will have been denied the opportunity to investigate and endeavour to put right any such matter during the Period. If the Customer vacates the Car Park prematurely as a result of any alleged dissatisfaction, and has not followed the procedure above, then no liability for any subsequent claim will be accepted or correspondence entered into.

All complaints must be confirmed in writing to the Owners within seven days of the last day of the Period.

For all complaints arising in total, for any matter(s) whatsoever, the maximum liability upon the Owners under this Contract will be the cost of the use of the Parking Space or the monies paid by the Customer to the Owners for the use of the Parking Space whichever be the lesser; excepting the refundable deposit which will be returned in full less charges as appropriate.

(f) The Owners reserve the right to alter prices due to errors or omissions or, where applicable, changes in VAT arrangements. Whilst price alterations must also apply to confirmed bookings, where this involves an increase the Customer has the right to cancel within seven working days of notification of such price increase excepting where the increase is as a result of changes in Law, Government Regulations or VAT. If the Customer exercises their right to cancel under this clause the Owners will refund all monies paid.

(g) If for any reason the Parking Space is not available on the date booked (for example fire/water damage) or in the opinion of the Owners the Parking Space is unsuitable for use (for example due to the actions of previous users), all monies paid in advance by the Customer will be refunded in full but neither the Customer nor members of their party shall have further claim against the Owners or their Agent(s).

7. LIABILITY

The Owners or their Agent(s) will not be liable for any act, neglect or default, nor for any accident, damage, loss, injury, death or personal injury, expense or inconvenience whether to person or property which the Customer or any member of their party may suffer arising out of or in connection with the use of the Parking Space or resulting from any other cause whatsoever.

8. LAW AND JURISDICTION

The Contract is under English law.
Terms & Conditions dated 28th July 2008