

## Terms and Conditions of use of the Fulham Broadway Retail Centre Car Park

You understand and agree that the Company will be represented in relation to these terms and conditions by Fulham Broadway Retail Centre Management:

### 1. Liability of the Company

All persons entering the car park do so at their own risk and neither the Company nor any person acting on its behalf is in any way responsible for any loss, injury or damage sustained by them or for loss or damage to vehicles and their contents left within car park. This does not exclude liability caused by the Company's negligence or other breach of duty. If your vehicle is damaged in any way whilst the car is in the car park please:

- a. Immediately inform Fulham Broadway centre management
- b. Report any incident of theft from the police
- c. Notify your insurers promptly

If any damage, loss or injury is suffered, Fulham Broadway Centre Management should be notified before the vehicle is removed from the premises.

### 2. Tariff and Lost Tickets

A schedule of charges is displayed at the entrances to the car park and by each pay machine. The Company reserves the right to vary the tariff without notice.

Any vehicle entering after 18:00 and exiting before 09:00 will be charged the Night Rate.

We do not offer any concessions for blue badge holders.

If you lose your car park ticket, the full day rate charge of £45.00 becomes liable.

### 3. Tickets

Tickets are non-transferable

Tickets are only valid for one entry and one exit at any one time. The ticket cannot be used in respect of a second vehicle or car park user.

### 4. Responsibilities of Car Park Users

Persons using the car park should adhere to the Highway Code and must obey all signage. Persons using the car park must obey directions from Centre personnel. If you cause any damage to a vehicle in the car park you must notify a member of Centre staff and leave your vehicle registration and contact details immediately. You must ensure that your vehicle is parked in an appropriate manner at all times and within one of the marked parking bays. If you intend to leave your vehicle in the car park for more than 48 hours, you must notify Centre Management.

### 5. Prohibited Activities

You are not permitted to tow any vehicle into the car park. No work on or cleaning of vehicles is permitted in the car park. No activity in connection with the selling, hiring or other disposal of vehicles is permitted. No car boot sales or selling of any type is to take place.

### 6. Rights of the Company with respect of vehicles

Every vehicle in the car park is subject to a lien for all charges due from the vehicle owner to the Company and the Company reserves the right to refuse to release your vehicle until those charges have been paid. The Company reserves the right to: move vehicles within the car park, be driving or otherwise:

- a. To the extent that it is reasonably necessary to avoid obstruction, security risk or health and safety risk to other users of the car park; or

- b. For the more efficient arrangement of its parking facilities at car parks; or
- c. To remove immobile vehicles from the flow of traffic; or
- d. To place vehicles parked over multiple bays into a correct parking bay.

Remove a vehicle from the Company's premises, by driving or otherwise, if it is reasonably considered to be causing a risk or potential risk, to the users of the Car Park. The Company will consider a vehicle to be a risk if it is blocking an emergency escape; causing a fire hazard; posing a security risk or health and safety risk; or any other situation in which other users of the car park or the shopping centre may be at risk.

Before removing a vehicle from the car park, the Company shall make reasonable enquiries to identify and contact the owner of the vehicle.

The Company may choose to employ the services of a third party contractor to tow or otherwise remove the vehicle from the premises and the vehicle owner will be charged to recover the vehicle.

The Company reserve the right to recover any reasonable costs incurred by them in the removal of a vehicle.

### **7. Abandoned Vehicles**

Any vehicle left in the car park for more than 5 days, which is not subject to a season ticket or for which prior notification and approval has been given by the Company, may be considered abandoned. The Company reserve the right to dispose of any vehicle it reasonably believes to have been abandoned.

Before disposing of abandoned vehicles the Company will make reasonable enquiries to identify and contact the registered owner of the vehicle.

### **8. Automatic Number Plate Recognition (ANPR)**

ANPR may be used on entry and exits from the car park and may be used to monitor vehicle movements. If a registration number has been identified as tailgating the registration number will be recorded and prohibit entry to the car park on the next attempt to enter.

### **9. Parking Restrictions**

On times when Chelsea Football Club (CFC) are playing a home game at Stamford Bridge, parking restrictions apply in relation to entry and exit periods. Customers are advised that no access or egress is permitted 2 ½ hours before the advertised kick-off time.

Once kick-off has commenced, the car park will be reopened for exit until approx..15 minutes before full-time, for approx..1 hour. These closures are subject to change upon request of the Police.

The Company will ensure that the closure restrictions are on display at point of entry, on each of the pay machines, in the car park lifts and car park corridor.

It will not be possible to leave the car park during the advertised closure times.

**10.**By accepting a ticket you confirm that you have read and understood the terms and conditions set out above along with Further Guidance set out below.

**11.**If any term, or part thereof, is found to be invalid, illegal or unenforceable, that the term, or part term, shall be deemed not to form part of these Terms and Conditions of use and the remaining terms shall not be affected and shall be enforceable.

### **Further Guidance**

Before leaving your vehicle:

- Ensure your vehicle is locked and all windows securely closed
- Ensure that any security lock is properly engaged and alarm system activated
- Take all possessions with you when you leave your vehicle. If it is not possible, do not leave them where they are visible.
- Carry your ticket with you

### **When driving in the Car Park**

- Drive carefully and safely
- Abide by the usual rules of the road and take notice of all marking and signs, especially in relation to giving way to other vehicles. Watch for pedestrians.
- Do not delay your exit from the car park and keep a watchful eye for children using the road area when exiting the car park.

For any queries in respect of these terms and conditions, please contact the Centre Management team either in person, via telephone 020 7385 6965 or via email [info@fulhambroadway.co.uk](mailto:info@fulhambroadway.co.uk)