

Arlington Car Park Terms & Conditions

1. Definitions

When the following words are used in these terms and conditions, (the 'terms'), this is what they will mean:

- 1.1 'us', 'we' and 'our' means Sands Heritage Ltd trading as Dreamland, incorporated and registered in England and Wales, with registered office at 49 Marine Terrace, Margate, Kent CT9 1XJ and company number 9094163.
- 1.2 'Car Park' means the car park called the Arlington Car Park located at All Saints Avenue, Margate CT9 5QH.
- 1.3 'Guest Experience Department' means our department which deals with the operation of the Car Park.
- 1.4 'PCN' means a parking charge notice.
- 1.5 'Permit Holder' means a person with a permit to park in the Car Park.
- 1.6 'Vehicle' means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories.

2 Acceptance

- 2.1 By entering the Car Park, you are accepting these terms.
- 2.2 If you do not wish to be subject to these terms, you decide not to park or are unable to find a space you should exit the Car Park immediately on arrival.

3 Our liability to you

- 3.1 We will operate the Car Park with reasonable skill and care ('our obligations'). The Car Park is open to the general public, therefore we cannot guarantee that people will not enter the Car Park and cause damage to property and/or engage in criminal activity. Accordingly, you park your Vehicle in the Car Park at your own risk.
- 3.2 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

4 Tariff

- 4.1 The Car Park charges are displayed on the Car Park charges boards located at the entry, exit and other areas the Car Park, and on the Dreamland website (www.dreamland.co.uk). You must pay the Car Park charges and comply with any instructions on the Car Park charges board as supplemented by these terms, and failure to do so may result in us issuing you with a PCN (please refer to clause 6 of these terms).
- 4.2 Your Car Park ticket is specific to your Vehicle and is non-transferable.

5 Damage and Theft

- 5.1 If your Vehicle sustains damage while in the Car Park, your Vehicle is stolen or any possessions are stolen from your Vehicle while it is in the Car Park, you should:
 - 5.1.1 Immediately inform a Car Park member of staff or otherwise notify the Guest Experience Department on 01843 295887 or emailing us at office@dreamland.co.uk; and
 - 5.1.2 In the case of theft, immediately inform the police.

6 Parking Contraventions

- 6.1 You must comply with all directional signs and speed limits in the Car Park.
- 6.2 You must park within the limits of a single marked parking bay.
- 6.3 You must not park within a parking bay designated for specific purposes when you are not entitled to do so (for example, and without limitation, parking in a bay designated for disabled persons without an appropriate disability badge displayed, and/or parking in a bay for an electric vehicle when you are not using the electric charging facility).
- 6.4 You must pay all amounts due for your parking and comply with the requirements set out at clause 11 of these terms.
- 6.5 If you do not comply with the requirements in clause 6.1 to clause 6.4 we may issue you with a PCN requiring you to pay for any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expense we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the 'parking charge').
- 6.6 Details/information relating to how to pay the parking charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the PCN.
- 6.7 If the Car Park or any part of it is damaged by you, your Vehicle, its contents or your passengers then, except where the damage arises as a direct result of our negligence, we will seek to recover the costs of that repair and associated administration costs from you.

7 Security of your Vehicle

- 7.1 Unless asked by a Car Park member of staff not to do so, please ensure that your Vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your Vehicle.
- 7.2 We may have installed CCTV cameras in the Car Park to assist in our running of the Car Park. We acknowledge that the cameras may act as a deterrent to criminal activity, but do not make any representation as to the coverage provided or guarantee of the security of your Vehicle.

8 Possessions

Any items left in a Vehicle are left entirely at the owners' risk. We suggest that no items are left so that they are visible from the outside of the Vehicle. We are not liable for any theft by third parties from the Vehicle in which the items have been left.

9 Traffic orders and Byelaws

The use of this Car Park may be regulated by traffic orders or byelaws under which a penalty may be payable for failing to comply with these terms or the requirements of the relevant order of byelaw. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such orders or byelaws.

10 Safety in the Car Park

For safety reasons you are not entitled to remain in your Vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your Vehicle. After you have parked your Vehicle, you must proceed immediately to the nearest exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park when on foot by walking under a Vehicle exit barrier or via the Car Park vehicle entry or exit ramps.

11 Ticket Types and Payment Methods

11.1 You must, depending on the payment methods available and in operation at the Car Park, pay the Car Park charges using one of the following methods.

11.1.1 **'Pay & Display'** – you must purchase a parking ticket on entry to the Car Park with either cash or a credit/debit card. The parking ticket must be clearly displayed in the windscreen of your Vehicle.

11.1.2 **'Pre-Book'** – you can purchase a parking ticket online at www.dreamland.co.uk. If you have purchased a parking ticket online, you must bring your booking confirmation and/or unique booking reference number to enter the Car Park. You will be required to pay any additional charges due (including credit surcharges) if you park your Vehicle for longer than the duration of the original booking prior to exiting the Car Park.

11.2 **'Permit Holder'**

11.2.1 Provided you meet certain criteria, you may be able to apply for a permit for the Car Park to become a Permit Holder.

11.2.2 You must present your permit to the Car Park equipment/attendant both at entry and exit

11.2.3 You must clearly display your permit in the windscreen of your Vehicle whilst it is in the Car Park.

11.3 We reserve the right to use other payment methods from time to time in the Car Park and you should check all signs and notices in the Car Park for further information about the payment methods available.

11.4 The parking ticket, booking confirmation or permit issued to you is only valid for the Vehicle in respect of which it is issued, and it does not entitle you, unless otherwise specified, to any particular space in the Car Park or priority over other customers

11.5 If you delay exiting the Car Park once you have paid the fee due for the time parked, you may incur additional charges.

11.6 For the avoidance of doubt, sales or credit card receipts are not parking tickets and will not be accepted as evidence of payment, unless accompanied by a valid parking ticket.

11.7 Subject to our procedures in place from time to time in relation to your failure to pay for parking, or provide evidence of a valid parking ticket or permit, we reserve the right to refuse to allow your Vehicle to exit the Car Park until you have paid the full daily Car Park charges for each day that your Vehicle was left in the Car Park.

12 Access and re-locations of Vehicles

- 12.1 We reserve the right to refuse the admission of any Vehicle to the Car Park for any reason whatsoever.
- 12.2 We reserve the right to refuse you access to the Car Park even if your Vehicle is parked in the Car Park if the Car Park has to be closed (either temporarily or permanently) or if the Car Park has to be evacuated (either in the case of emergency or for other reasons).
- 12.3 If we reasonably determine that your Vehicle is causing an obstruction in the Car Park, we will take reasonable steps to contact the relevant authority to request your Vehicle is removed.
- 12.4 We also reserve the right to move your Vehicle within, or to a location outside of, the Car Park using whatever method we consider appropriate to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Car Park.

13 Abandoned Vehicles

- 13.1 We are entitled to regard as abandoned any Vehicle left in the Car Park for more than 28 days which is not known by us to be registered by a Permit Holder.
- 13.2 If we determine a Vehicle has been abandoned, we reserve the right to engage and/or permit a relevant authority to have your Vehicle removed from the Car Park. Before contacting the relevant authority, we will take reasonable steps to contact you, which may include contacting the local police and the DVLA to identify your contact details.

14 Prohibited Activities

- 14.1 You must not tow any Vehicle into or within the Car Park and no work, maintenance, repairs or cleaning of your Vehicle by you or your agent is permitted in the Car Park, other than with our prior written permission. In the event your Vehicle breaks down you must contact the Guest Experience Department to ensure that your Vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.
- 14.2 No activity in connection with the selling, hiring or other disposal of Vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.
- 14.3 You are not allowed to dispose of any items or drop litter in the Car Park, or place flyers on any Vehicles in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.
- 14.4 You are not allowed to pour petrol, or any other fuel, into your Vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your Vehicle whilst it is in the Car Park.
- 14.5 Smoking is forbidden within both the Car Park and the immediate vicinity of the Car Park.
- 14.6 Anti-social behaviour will not be accepted in our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.
- 14.7 You must not take photos or carry out any filming within the Car Park without our prior written permission.

15 General

- 15.1 These terms can only be varied by us in writing. Nothing said or done by any of our employees is capable of varying these terms.
- 15.2 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

If you have any queries relating to these terms, please contact our Guest Experience Department on 01843 295887 or email us at office@dreamland.co.uk