

PUBLIC CAR PARKING CONDITIONS

1. GENERAL

Public car parking facilities are made available by the Dover Harbour Board (the **Board**) for members of the public with lawful business within the Port of Dover, either as members of the travelling public or legitimate visitors of the Board or occupiers of the Board's estate.

2. LIABILITIES

- 2.1 All persons entering the Board's operational dock areas or any of its premises must exercise proper care and attention for their own safety and the safety of others.
- 2.2 All goods and vehicles entering the Board's operational dock areas or any of its premises do so at the risk of the owner or such other person having custody thereof for the time being. The Board does not accept custody of, nor any other responsibility whatsoever for the safety or security of, such goods or vehicles whilst on the Board's premises. The Board will not accept any liability for loss or damage to goods or vehicles attributable to any cause except insofar as such loss or damage be proved to be due to negligence on the part of the Board or its staff. The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.

3. SECURING YOUR VEHICLE

- 3.1 Customers must ensure before leaving the car park that:
 - (a) the vehicle is securely locked and all windows are securely closed;
 - (b) the vehicle brakes are applied in parking mode;
 - (c) steering locks and other devices are fitted where applicable;
 - (d) no unattended children or animals are left in the vehicle;
 - (e) possessions are locked in the boot and are invisible from the vehicle's exterior;and
 - (f) valuables are not left in the vehicle as no responsibility is accepted for their loss.

4. TARIFFS

- 4.1 Unless agreed otherwise, parking fees are levied at the rates as published on the Board's website from time to time or as displayed in the Board's car parks.
- 4.2 Where car parking is booked in advance, fees must be received in full by the Board at the time of booking. A customer's booking will be cancelled if payment is declined during the booking process.
- 4.3 Pre-bookings are valid for the designated car park and for the selected dates only. Customers must notify the Board if they need to extend their booking.
- 4.4 Customers failing to collect vehicles on the arranged date will be charged for all additional fees and will not be able to exit the car park until such charges have been paid.

5. BOOKING VOUCHERS

- 5.1 Once a booking has been confirmed, a booking voucher will be issued to the customer.
- 5.2 Booking vouchers are valid only for the vehicle for which they are issued.
- 5.3 Booking vouchers do not give entitlement to a particular space or priority over others in the car park.
- 5.4 Booking vouchers remain the property of the Board.
- 5.5 Where a booking cannot be validated either by reference to a booking voucher or a confirmation of booking or by the Automatic Number Plate Recognition facility (where available), this:
 - a) may lead to delays on the date of departure; and/or
 - b) will result in the customer being charged the full daily rate for each day or part thereof that the vehicle is left in the car park.
- 5.6 Exit is only permitted by the Board, its employees or agents once payment has been made in full.

6. CANCELLATION

- 6.1 Cancellation requests received within 14 days of the date of the booking confirmation (the **Cancellation Period**) will always be refunded in full. All cancellation notice must be in writing and sent to the Board either by email to carparking@doverport.co.uk or by fax to 01304 240465 or by post to Port of Dover Car Parking Reservation Team, Dover Harbour Board, Harbour House, Marine Parade, Dover, Kent CT17 9BU. Cancellation is not effective until the notice is received by the Board. Customers may use the model cancellation notice which can be downloaded from the Board's car parking webpage, but it is not obligatory.
- 6.2 Cancellation requests received after the Cancellation Period will be subject to a charge at the prevailing rate (the **Cancellation Fee**).
- 6.3 Where the cancellation notice is received after the Cancellation Period and less than 7 working days of the first parking date, 50% of the parking charge will be refunded, less the Cancellation Fee.
- 6.4 Where the cancellation notice is received after the commencement of the first parking date, notwithstanding that such notice was received within the Cancellation Period, the Board will deduct an amount due in respect of each parking day until the date the cancellation request was received by the Board.
- 6.5 All refunds will be made using the same means of payment used for the initial transaction, unless customers have expressly agreed otherwise.
- 6.6 The Board reserves the right to cancel a booking, if for any reason it cannot provide the car parking. In such circumstances, the Board will try to give as much notice as possible and will refund the price, but will not be liable for any other costs which may be incurred as a result.

7. PROCEDURES FOLLOWING LOSS OR DAMAGE

- 7.1 If a customer's vehicle, or possessions within the vehicle, are lost or damaged while in the car park, the customer is required to:
- (a) immediately inform a member of the Board's staff of the incident;
 - (b) immediately inform the Port of Dover Police in cases of theft, malicious damage and other criminal acts;
 - (c) immediately notify his/her insurers;
 - (d) confirm in writing the details of the incident to the Board within 48 hours of discovery.
- 7.2 Should the customer fail to comply with the above 4 conditions, no claim will be accepted by the Board for any such loss or damage, whether or not that loss or damage was caused by its negligence.

8. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

- 8.1 Should a customer damage any other vehicle or property within the car park, or whilst on the Board's estate, the customer must give the registration numbers for all vehicles involved, his/her full name and address, the full name and address of his/her insurers and his/her policy number to a member of the Board's staff. The customer may be required to pay for any damage caused.
- 8.2 The Board will not be liable where a customer's vehicle or property is damaged by another vehicle or individual using the car park or where the cause of the damage is unknown.

9. MOVING AND RELOCATION OF VEHICLES

- 9.1 The Board reserves the right to relocate any vehicle if it considers it necessary to do so where the vehicle is:
- a) causing a hazard or an obstruction;
 - b) parked in contravention of the Board's parking regulations;
 - c) a threat to security;
 - d) creating a nuisance.
- 9.2 If the Board relocates a vehicle due to any of the circumstances in clause 9.1 it will be relocated without notice and the owner may be charged for its removal and storage.
- 9.3 The Board reserves the right to relocate any vehicle in order to rearrange the vehicles more efficiently within the car park and in the event of the car park having to be closed or evacuated in part or in whole, either temporarily or permanently.
- 9.4 The Board reserves the right, where necessary, to forcefully enter a customer's vehicle in order to effect its relocation if any of the circumstances above arise, without being liable for any loss or damage to the vehicle, except insofar as such loss or damage be proved to be due to the negligence of the Board or its staff.

10. IMPOUNDING

- 10.1 Vehicles parked for longer than the permitted time or in an unauthorised space are subject to being immediately impounded.
- 10.2 Impounded vehicles will be stored for a period of three months, during which time the owner may recover the vehicle upon providing proof of ownership and paying all relevant charges as published on the Board's website from time to time.

11. LIENS

- 11.1 All vehicles in the car park are subject to a lien for all parking and other charges due in respect of the vehicle as long as the vehicle is in the car park, notwithstanding that it may have been removed from the car park from time to time.

12. ENFORCEABILITY

- 12.1 If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

13. GOVERNING LAW

- 13.1 These Terms and Conditions and any disputes hereunder shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.