

RED CAR PARK

TERMS AND CONDITIONS

CUSTOMERS ARE REQUESTED TO READ THE TERMS AND CONDITIONS OF ENTRY TO, AND USE OF, THE RED CAR PARK ON THE WEMBLEY PARK ESTATE SET OUT BELOW AND ARE REQUESTED TO FOLLOW THOSE PROCEDURES. SHOULD YOU WISH TO MAKE A COMPLAINT, YOU ARE REQUESTED TO FOLLOW THE COMPLAINTS PROCEDURE AS DESCRIBED IN CONDITION NO. 4. THIS WILL ENSURE YOUR COMPLAINT IS BROUGHT TO THE ATTENTION OF OUR STAFF PROMPTLY.

1. THE COMPANY'S LIABILITIES

Please remember a public car park is open to everyone. Our staff have instructions to remove persons misbehaving however it is impossible to exclude undesirables altogether and the Company cannot therefore guarantee the security of your vehicle or its contents. Accordingly:

- [a] the Company, its servants and agents will not accept liability in respect of any loss, theft of or from, mis-delivery of, temporary failure to deliver, or damage to the vehicle unless it is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company, its servants or agents, or the dishonesty of its servants or agents, and
- [b] the Company, its servants and agents will not accept liability in respect of the death of, or personal injury sustained by, customers and others in the Car Park, only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company, its servants or agents.

2. FORCE MAJEURE

The Company reserves the right to close the Car Park, or to terminate your right to park your vehicle in the Car Park, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

3. REFUNDS

Without exception, the Company will not refund any monies paid in respect of parking tickets or permits either purchased in advance or on the day.

4. COMPLAINTS PROCEDURE

Should your vehicle suffer damage whilst in the car park, or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the car park, you are requested to:

- [a] immediately inform a member of our staff of the occurrence and also
- [b] in cases of theft, immediately inform the Police and
- [c] Notify your insurers promptly.

If you consider you have a claim against the Company you must, within 72 hours of discovery of the loss or damage, give written notice containing full details of the occurrence to the Company at the address set out in clause 15 below.

Before submitting a claim to the Company, customers are requested to check Condition No. 1 and to satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility.

Failure to comply with the above procedures may prejudice your position.

5. SECURING YOUR VEHICLE & POSSESSIONS

Unless requested by the Company or one of its employees, servants or agents not to do so, please ensure that before you leave the Car Park:

- [a] Your vehicle is securely locked and the windows are securely closed.
- [b] Any fitted alarm, steering lock or similar device is engaged.
- [c] Wherever possible please take your possessions with you when you leave your vehicle.
- [d] If you have to leave possessions in your vehicle do not leave them on the seats where they are visible. Put them out of sight in the boot ensuring it is locked.
- [e] Large vehicles or containers must ensure appropriate support (1 meter scaffold board) is used to evenly distribute weight of Bogey wheels/support legs. This must be done on all surfaces on Wembley Park Lands, negligence or failure to comply will result in all damages being recharged to offenders.

6. SAFETY IN THE CAR PARK & COURTESY TO OTHER CUSTOMERS

- [a] Please drive carefully in the Car Park and obey all directional signs and speed limits.
- [b] After you have parked your vehicle please proceed to the nearest point of egress from the Car Park. Do not wander around the Car Park.
- [c] Adults are reminded to keep a careful eye on children and requested not to permit them to play in the Car Park.
- [d] Should you damage another customer's vehicle, you are requested to report the matter immediately to a member of our staff and give him the registration numbers of both vehicles. Remember that your car may one day be damaged, so please treat such incidents with the same courtesy as you would hope to receive.

7. CAR PARK OPENING TIMES

Unless otherwise stated this car park's opening times are as follows:

Monday – Sunday	24 Hours
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These hours of operation may be revised from time to time.

Any vehicle owners leaving their vehicles within the car parks outside of these timings, without a valid permit or ticket agree to pay a Parking Charge Notice of £60 per day and may have their vehicle moved or re-located as per clause 9 of these terms and conditions.

Cineworld patrons

Cineworld patrons are subject to the normal Red car parking tariff, which should be validated at Red Car Park Office or Guest Services. On event days patrons may pay the normal non-event parking tariff if they produce LDO and/or Cineworld receipts to the value of £40 or more. The normal tariff on event days may only be validated at Red Car Park Office not at Cineworld or Guest Services. Tickets must be validated before paying for parking. Guests who pay for parking and then try to claim the reduced normal tariff will not receive a refund.

Cineworld Unlimited cardholders will, at the discretion of Cineworld Wembley, and on production of a valid unlimited card and cinema admission ticket at the end of a movie, benefit from free parking for up to five hours from the time of first entering Red Car Park, except on event days. All validations must take place at Cineworld Wembley before patrons exit to the car park except on event days. On event days unlimited cardholders will benefit from paying the normal daily tariff on production of a valid unlimited card and cinema admission ticket at the end of a movie. Unlimited cardholders do not receive free parking on any event days. Validations for Unlimited cardholders on event days must take place at Red Car Park Office not at Cineworld Wembley or Guest Services. Tickets must be validated before paying for parking. Guests who pay for parking and then try to claim the reduced normal tariff will not receive a refund.

London Designer Outlet (LDO) guests

Non-event days: LDO guests will pay the published parking tariff as stated within Red Car Park and on the Wembley Park, LDO and CSP websites. Payment must be made at pay machines before exiting the car park.

Normal non-event parking tariff

The standard parking tariff is displayed within Red Car Park, at every pay point and on the websites for Wembley Park, LDO and CSP.

8. EVENT DAYS

Please note, all passes and permits for these car parks are NOT VALID from 07:00 – 23:59 hours on certain event days. The Company will notify all customers in advance, by erecting temporary signage within the car parks, prior to these events. Customers must ensure their vehicle is removed from the car park in good time or purchase additional parking at the daily rate. Failure to do so will result in a Parking Charge Notice of £60 being issued.

SSE Arena events: a flat rate parking tariff of £20 per day will be in effect on the day of any and all Arena events.

Wembley Stadium events: a flat rate parking tariff of £30 per day will be in effect on the day of any and all Stadium events.

9. PARKING TICKETS AND PERMITS, UNPAID CHARGES AND DISPOSAL OF ABANDONED VEHICLES

- (a) Parking tickets and permits are valid only for the vehicle to which it is issued. A parking ticket, including Box Holders or parking permit holders, does not entitle the customer, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. Box Holder tickets and parking permits are the property of the Company to which it must be surrendered on expiration. The Company must be advised in writing of any temporary or permanent changes to vehicles to allow the transfer or replacement of the parking permit to the new vehicle.
- (b) The Company reserves the right to refuse to release any vehicle except on production of the parking ticket until it has made such enquiries as it considers reasonable. Failure to produce your ticket will therefore delay your departure.
- (c) All parking tickets or permits must be displayed in the vehicle windscreen at all times whilst the vehicle is in the Car Park. Customers who do not display a valid parking ticket or permit will receive a Parking Charge Notice of £60.
- (d) Customers who cannot produce their parking ticket or permit on departure will be charged at the full daily rate unless prior arrangements have been agreed with customers or event organisers.
- (e) Replacements for lost permits will be charged at the full permit cost.

- [f] In the event of the customer needing an amended permit (for example, if the car registration details change), an administration fee of £11.50 will be charged for the new permit.
- [g] The Company reserves the right to arrange the disposal of any vehicle which it reasonably believes to have been abandoned. The Company shall be entitled to regard as abandoned any vehicle which has [i] been in the Car Park for more than 28 days without prior notification and [ii] which is not known to be covered by a current valid season ticket.
- [h] Before arranging for the disposal of vehicles believed to be abandoned, the Company will contact the police and also arrange for reasonable enquiries to be made with a view to identifying and contacting the registered keeper of the vehicle in question.
- [i] If the Registered Keeper of a vehicle believed to be abandoned fails to respond to letters about the vehicle sent by or on behalf of the Company within 7 days, the vehicle may be removed from the Car Park and sold or destroyed.
- [j] Abandoned vehicles may be sold by auction and the proceeds of the sale will be applied in and towards satisfaction of [i] all sums owed to the Company by the customer, [ii] the expenses of sale and [iii] reasonable storage charges for the vehicle for the period during which the vehicle is in possession of the Company.
- [k] If an abandoned vehicle is sold, any balance of sale proceeds remaining after satisfaction of the amounts set out in clause 9[j] above will be held by the Company on behalf of the registered keeper of the vehicle. They will be paid to the registered keeper of the vehicle once the registered keeper produces proof of entitlement to the Company.

10. AGENCY

Every person who enters into a contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of himself and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.

11. MOVING AND RE-LOCATION OF VEHICLES

- [a] The Company reserves the right to move any vehicle within the Car Park by driving or otherwise, to such extent as the Company, its servants or agents may, in their discretion, think necessary to avoid obstruction, or for the more efficient arrangement of its parking facilities at the Car Park.
- [b] The Company additionally reserves the right where the Car Park has to be closed either permanently or temporarily, in whole or in part, or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient Car Park within the control of the Company.
- [c] To the extent that it may be necessary to do so in the exercise of the rights conferred upon the Company under this condition, the Company, its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.

12. LIENS

Every vehicle in the Car Park is subject to a lien for all charges due or accruing due from the customer to the Company, and a general lien for all and any monies due from the customer to the Company, such liens to be in existence whenever the vehicle is in the Car Park, notwithstanding that it may from time to time have been removed from the Car Park. If the said lien is not satisfied by the payment, within 28 days of notice given by the Company of its intention to sell the vehicle in default of payment, the Company may sell the vehicle by auction or otherwise and the proceeds of sale may be applied in and towards satisfaction of all sums owing to the Company by the customer together with the expense of the sale, and in connection with such sale the Company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in the possession of the Company. Any balance of purchase price remaining after satisfaction of such sums shall be held by the Company on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at his last known address, whether or not the same is actually received.

13. TARIFF

Parking fees shall be as displayed on the Tariff Board at the Car Park. All fees are paid in advance. This tariff may be revised by the Company.

14. PROHIBITED ACTIVITIES

- [a] No vehicle shall be towed into the Car Park and no work on or cleaning of vehicles by customers or their agents shall be carried out in the Car Park.
- [b] No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.
- [c] No Barbequing or other activity involving the lighting of fires is allowed on the car park.
- [d] No waste, including the dumping or toilets, can be off loaded from vehicles in any of the Wembley Park Ltd car parks or roads. Offenders will be recharged the costs for clearance.
- [e] Whilst in the Car Park you must not perform any repairs, renovations, additions or alterations to any vehicle.
- [f] Petrol and engine oil leakages are hazardous. Vehicles must not be left in the Car Park if they are leaking any fuel or lubricant. Appropriate safety action will be taken by the Company if a vehicle is discovered showing signs of leakage. Charges incurred will be passed onto you.

15. DEFINITIONS

- [a] "Car Park" means the parking area on the Wembley Park Estate designated as the Red Car Park.
- [b] "Box Holder" means the holder of a lease of a box at Wembley Stadium.
- [c] "The Company" shall mean Wembley Park Ltd, whose registered office is at Number 5, Exhibition Way, Wembley, HA9 0FA .and shall, where the Car Park is managed or operated by a subsidiary company, include that subsidiary company.
- [d] "Servants and agents" shall mean any employee of the Company whether directly employed or a third party working within car parks.
- [e] "Vehicle" shall mean the vehicle which is received into the Car Park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

16. VARIATION OF THE TERMS AND CONDITIONS

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary or a Director of the Company.

17. MANAGEMENT OF THE CAR PARK AND ENFORCEMENT OF THESE TERMS

- [a] Servants and agents of the Company shall be entitled to enforce these terms and conditions and exercise the rights reserved to the Company on its behalf.
- [b] The Company may appoint other companies or organisations ['Managers'] to manage and administrate this Car Park and associated facilities. Any such Managers, their employees and agents shall be entitled to enforce these terms and conditions and exercise the rights reserved to the Company on its behalf.
- [c] Save as set out in 17(a) and (b), other parties may not enforce any of these terms.