

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

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 AW Services LTD
- 1.2 "**ANPR**" means Automatic Number Plate Recognition;
- 1.3 "**Car Park**" means the parking facilities in the area, site or park managed by (or on behalf of) us and designated for parking vehicles;
- 1.4 "**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
- 1.5 "**VRM**" means Vehicle Registration Mark.
- 1.6 "**byelaws**" means water parks byelaws as displayed on our website

2. Our liability to you

- 2.1 We must operate the Car Park with reasonable skill and care ("**our obligations**"). If we do not, we are **only** responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.
- 2.2 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.
- 2.3 Although we owe you the obligations set out at clauses 2.1 and 2.2 above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our 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. We cannot and do not guarantee the security of your vehicle and/or its contents.

3. Tariff

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms, and failure to do so may result in us issuing you with a Parking Charge Notice as per the water park byelaws. Tariffs are in operation at all times and apply to all vehicles at all times unless explicitly stated otherwise

4 Parking Contraventions

- 4.1 It is important for the effective management of the Car Park that:
 - a) you comply with all signs in the Car Park, including these Terms and the tariff board;

- b) you park within the limits of a marked bay; where applicable or as directed by parking marshals if applicable
- c) you do not park within a bay designated for a specific purpose when you are not entitled to do so (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, and/or parking in a space for electric vehicles when you are not using the charging facility); and
- d) you pay all amounts due for your parking and comply with the requirements set out at clause 10 (Ticket Types and Payment Methods) of these Terms.

5 Parking Charge Notices

5.1 If you do not comply with these requirements we may issue you with a Parking Charge Notice as per the water park byelaws requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the "**Parking Charge**"). Specific details about the Parking Charge payable are available in each Car Park.

5.2 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 Parking Charge Notice.

5.3 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details via CCTV and ANPR for law enforcement purposes, to calculate the relevant parking tariff (if applicable), to recover any outstanding Parking Charge and for the management and operation of the car park and management of these terms. This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

5.4 If the Car Park and/or the equipment in the Car Park is damaged by you, your vehicle, its contents or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

6. Security of your vehicle

6.1 Unless asked by a member of our staff not to do so in the case of emergency, 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.

6.2 We may install CCTV cameras in the Car Park at our discretion to assist in its proper running. 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 if CCTV is installed in the Car Park.

7. Possessions

Any possessions left in a vehicle are left entirely at the owner's 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 your vehicle.

8. Traffic Orders and Byelaws

In addition to these terms the use of our Car Parks 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 or byelaw. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed our visitor centres and on our website and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or byelaws or these terms.

9. Safety in the Car Park

9.1 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. No vehicles are permitted to be left in our car parks overnight without prior arrangement. You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

9.2 We reserve the right to close the car park at any time out side of advertised opening hours for an reasons of safety or other operational reasons (i.e. to carry out works)

9.3 You are not permitted to BBQ or picnic within 10m of any parked vehicle, including your own.

9.4 All vehicles must have left the car park by the advertised car park lock time. We reserve the right to lock vehicles into the car park over night and offer no obligation to re-open the car park until the advertised opening hours the following day. Charges for vehicles locked into the car park overnight will apply and will be required to be paid before a vehicle can leave the car park.

10. Ticket Types and Payment Methods

10.1 You must, depending on the payment methods available and in operation at the specific Car Park, pay the parking tariff using one of the following methods (unless you are Season Ticket Holder in which case clause 10.4 will apply):

a) **"Pay & Display"** – you must purchase a parking ticket from the ticket machines at the Car Park either with cash or a credit/debit card (if available), before leaving your vehicle and ensure that the parking ticket is clearly displayed in the windscreen of your vehicle; or

b) **"Pay On Arrival"** – on arrival at the Car Park, we will issue you with a parking ticket and charge you the advertised amount. When you are ready to leave the Car Park, you must provide us with the ticket issued to you.

d) **"Pay On Foot"** – you must take a ticket on entry to the Car Park. When you leave, you must insert the ticket into the pay on foot machine/exit column and make payment for the time spent as indicated using cash, debit/credit card. The ticket should then be presented on exiting the Car Park to evidence proof of payment. Note where ANPR is in operation the barrier may open without the need to insert the ticket into the machine.

10.3 If you are a **Season Ticket Holder, member of staff or tenant** you must comply with the terms and conditions in section 14,15 and 16 and the following applies, depending on the type of Car Park and the operating equipment at the specific Car Park:

- a) if the Car Park has barriers (at entry and exit), you must present your season ticket to the Car Park equipment/attendant both at entry and exit; or
- b) if the Car Park does not have barriers (at entry and exit), you must clearly display your permit valid for the Car Park in the windscreen of your vehicle; or
- c) in some Car Parks, the ANPR technology will automatically recognise your VRM and register the fact that you are a Season Ticket Holder when you enter and leave the Car Park and in such circumstances (depending on the instructions at the specific Car Park) you may not need to present and/or display your season ticket.

10.4 We reserve the right to use other payment methods and alter the tariffs from time to time in our Car Parks and you should check all signs and notices in the Car Park for further information about the payment methods available in a specific Car Park.

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

10.6 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. Failure to comply with the payment requirements set out in this clause 10, as applicable, will result in a Parking Charge Notice being issued in accordance with clause 5 (Parking Contraventions) of these Terms.

10.7 Subject to our procedures in place from time to time in relation to a failure to pay for parking, we reserve the right to refuse to lift the fixed barrier at the Car Park to allow the release of any vehicle for which payment has not been received in accordance with the appropriate payment method, including (but not limited to) where your credit/debit card has been declined, you have failed to pay by the required time limit, and/or you have failed to produce a valid and current parking ticket, staff pass or season ticket and/or your bar code is invalid, as applicable.

10.8 If you cannot produce your parking ticket, staff pass, bar code or season ticket (as required and dependent upon the relevant payment method available at the Car Park) on leaving the Car Park you will be charged the full 24 hourly rate for each 24 hour period or part period during which we determine that your vehicle has been in the Car Park. We may also charge an administration fee in respect of our time and costs incurred in dealing with any such non-payment.

10.9 An additional charge of £5.00 will be made to cover the cost of replacing any annual pass. No refund will be made for any parking tariff payments paid in respect of a lost ticket, bar code or season ticket and in no circumstances can any refund be given for parking tariff payments without proof of payment.

11 Access and re-location of vehicles

11.1 We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

11.2 We reserve the right to move vehicles within the Car Park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Car Park.

11.3 We additionally reserve the right to use a lawful authority to remove any vehicle to another reasonably convenient car park, whether or not operated by us, where the Car Park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Car Park has to be evacuated in an emergency.

11.4 To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 11, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

12 Abandoned vehicles

12.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification and which is not known by us to be covered by prior arrangement

12.2 We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle. Before proceeding with the disposal or sale of abandoned vehicles we will:

a) refer the matter to the appropriate authorities, which may include the local police and the DVLA; and

b) affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.

12.3 Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.

12.4 Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement for a period of 30 days after the sale after which we will not reimburse any costs

13 Prohibited activities

13.1 You must not tow any vehicle into the Car Park except as part of the services offered at the Car Park by persons authorised by us and no work on and no cleaning of vehicles by you or your agent, other than with our prior specific permission, is permitted in the Car Park. In the event of vehicle breakdown you must contact the Car Park attendant 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.

13.2 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.

13.3 You are not allowed to dispose of any items or drop litter 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.

13.4 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.

13.5 Smoking is forbidden within both the Car Park and the immediate vicinity of the Car Park.

13.6 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. Car parks are designed for the sole purpose of parking vehicles.

13.7 You should not take photos or carry out any filming within the Car Park without our written consent.

14. Annual Parking Permits

14.1 Annual car park season permits are issued for one rolling year from the date first purchased. Applicants will be asked for their name, first line of their address and vehicle registration number when first purchasing an annual car parking permit. Applicants do have the option not to give their vehicle registration number although the system is more efficient if a registration number is given.

14.2 Applicants will be permitted to submit up to two vehicle registration numbers per permit. One permit card will be issued which will be valid for both registration numbers.

14.3 Only one vehicle per Parking Permit at any one time will be permitted into a car park. If both vehicles enter any Anglian Water Car Park the second vehicle will incur parking charges at the advertised rate.

14.4 Parking permits cover free parking for the vehicles at Rutland Water, Alton Water and Grafham Water car parks only.

14.5 The registration information provided will only be used by Anglian Water Services Ltd in connection with managing the car park operations and security. Applicant's details will not be passed onto any third party with the exception of law enforcement agencies or the emergency services upon request.

14.6 It is the applicant's responsibility to inform Anglian Water Services Ltd as soon as possible of any changes in vehicle registration or applicants details. Delays or failure to do so may result in car park entry/exit difficulties. Amendments to applicant's details and/or vehicle registration details can be made in person in an Anglian Water Services Ltd Visitor Centre.

14.7 Parking Membership does not guarantee a space in the car parks or give priority over others.

14.8 All vehicle drivers must adhere to the general parking Terms and Conditions and Byelaws available on the Anglian Water Parks website www.anglianwaterparks.co.uk and available from our Visitor Centres.

14.9 Height restriction barriers may be in place at some of our car parks. For details on any height restricted car parks please visit www.anglianwaterparks.co.uk

14.10 Speed humps are in operation on access roads to some of our car parks. Please drive slowly up to the entry and exit barriers, to allow the ANPR camera to recognize your vehicle registration and therefore allow the barrier to rise.

14.11 Lost cards will be replaced at a cost of £5.00. In the event of an annual permit card being lost the two vehicles registrations which have been submitted will still be able to park for free for the duration of their membership.

14.12 No annual pass holder has the right to allow any other customer free access or exit to the car park with out written consent of Anglian Water

14.13 We reserve the right to refuse access to any car park to any annual permit holder for any breach of these Terms or our water park byelaws or where a pass holders behaviour is considered to be, abusive, rude, threatening or unsafe to either staff, members of the public or other users of the water parks

15 Anglian Water Employees

15.1 As Anglian Water Services employees you are offered free parking on all Anglian Water owned and managed recreational parks.

15.2 Anglian Water Services Ltd operates pay on foot ANPR barrier controlled car parks at Rutland Water, Grafham Water and Alton Water.

15.3 In order to access these parks free of charge please bring your Anglian Water ID to an Anglian Water Visitor Centre at Rutland, Grafham or Alton Water Park. The staff there will be able to add your details to the parking management system. They will ask for your name and car registration number. They will also check your company ID.

15.4 Annual car park season permits are issued for one rolling year from the date first issued. Employees do have the option not to give their vehicle registration number although the system is more efficient if a registration number is given.

15.5 At the end of the rolling 12 months your car park permit will require renewing. Please bring it into an Anglian Water Visitor Centre with your company ID and the staff will be able to renew this for another year for you.

15.6 Applicants will be permitted to submit up to two vehicle registration numbers per permit. One permit card will be issued which will be valid for both registration numbers.

15.7 Only one vehicle per Parking Permit at any one time will be permitted into a car park. If both vehicles enter any Anglian Water Car Park the second vehicle will incur parking charges at the advertised rate.

15.8 The registration information provided will only be used by Anglian Water Services Ltd in connection with managing the car park operations and security. Employee's details will not be passed onto any third party with the exception of law enforcement agencies or the emergency services upon request. The parking management system will not be used to monitor employee's entry and exit times and locations.

15.9 It is the employee's responsibility to inform Anglian Water Services Ltd as soon as possible of any changes in vehicle registration or employees details. Delays or failure to do so may result in car park entry/exit difficulties. Amendments to employee's details and/or vehicle registration details can be made in person in an Anglian Water Services Ltd Visitor Centre.

15.10 Parking Membership does not guarantee a space in the car parks or give priority over others.

15.11 All vehicle drivers must adhere to the general parking Terms and Conditions and Byelaws available on the Anglian Water Parks website www.anglianwaterparks.co.uk and available from our Visitor Centres.

15.12 Height restriction barriers may be in place at some of our car parks. For details on any height restricted car parks please visit www.anglianwaterparks.co.uk

15.13 No employee has the right to allow any other customer free access or exit to the car park with out written consent of Anglian Water

15.14 We reserve the right to refuse access to any car park to any staff member for any breach of these Terms or our water park byelaws or where a pass holder's behaviour is considered to be, abusive, rude or threatening or unsafe to either staff, members of the public or other users of the water parks

16. Tenants, Park Suppliers and Contractors

16.1 As Anglian Water Services tenants, suppliers or contractors you are offered free parking on the Anglian Water owned and managed recreational park which you require access to when working on site.

16.2 Anglian Water Services Ltd operates pay on foot ANPR barrier controlled car parks at Rutland Water, Grafham Water and Alton Water.

16.3 In order to access these parks please bring come into an Anglian Water Visitor Centre at Rutland, Grafham or Alton Water Park. The staff their will be able to add your details to the parking management system. They will ask for your name/business name and car registration number.

16.4 You will be issued with an annual car park season permit for one year from the date first issued. You do have the option not to give their vehicle registration number although the system is more efficient if a registration number is given.

16.5 At the end of the rolling 12 months your car park permit will require renewing. Please bring it into an Anglian Water Visitor Centre with your company ID and the staff will be able to renew this for another year for you.

16.6 The registration information provided will only be used by Anglian Water Services Ltd in connection with managing the car park operations and security. Tenants, Suppliers and Contractors details will not be passed onto any third party with the exception of law enforcement agencies or the emergency services upon request. The parking management system will not be used to monitor employee's entry and exit times and locations.

16.7 It is your responsibility to inform Anglian Water Services Ltd as soon as possible of any changes in vehicle registration or personal/business names. Delays or failure to do so may result in car park entry/exit difficulties. Amendments can be made in person in an Anglian Water Services Ltd Visitor Centre.

16.8 Having a parking permit does not guarantee a space in the car parks or give priority over others.

16.9 All vehicle drivers must adhere to the general parking Terms and Conditions and Byelaws available on the Anglian Water Parks website www.anglianwaterparks.co.uk and available from our Visitor Centres.

16.10 Height restriction barriers may be in place at some of our car parks. For details on any height restricted car parks please visit www.anglianwaterparks.co.uk

16.11 Speed humps are in operation on access roads to some of our car parks. Please drive slowly up to the entry and exit barriers, to allow the ANPR camera to recognize your vehicle registration and therefore allow the barrier to rise.

16.12 Lost cards will be replaced at a cost of £5.00. In the event of an annual permit card being lost the two vehicles registrations which have been submitted will still be able to park for free for the duration of their permit.

16.13 Permits are none transferable to another individual or vehicle.

16.14 No Tenants, Park Suppliers or Contractors has the right to allow any other customer, visitor or user free access or exit to the car park without written consent of Anglian Water

16.15 We reserve the right to refuse access to any car park to any Staff, Tenants, Park Suppliers or Contractors for any breach of these Terms or our water park byelaws or where a pass holder's behaviour is considered to be, abusive, rude or threatening or unsafe to either staff, members of the public or other users of the water parks

17 Variation of the Terms and Conditions

These Terms cannot be varied except in writing by our Company Secretary. Nothing said or done by any of our employees is capable of varying these Terms.

18 General

Each 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.

19 Byelaws

All of these terms and conditions are in addition to the water parks byelaws which can be seen at www.anglianwaterparks.com/water-park-byelaws A breach of either these terms or our water parks byelaws will invalidate your rights to parking and access on Anglian Water Sites

20 Traffic Furniture

Our car parks use various traffic calming and control furniture, including, but not limited to, speed bumps, crocodile teeth, drop bollards, entry and exit barriers, cones, temporary metal barriers, railings, temporary signs, height barriers, fixed bollards, gates and other physical furniture to guide and manage traffic on our sites. It is the driver's responsibility to use these items as they are intended in the manner directed. Anglian Water accepts no liability for losses or damages caused by a failure of the user to use these items other than as intended and directed. We reserve the right to alter the layout of this furniture from time to time for the purpose of safety, security and managing traffic flows.

21 Opening Times

Our opening times are advertised at the entrance to each car park and, in some car parks, at additional locations within the car park. No vehicle is permitted to remain in the car park past the advertised opening time without written consent from Anglian Water. Vehicles that remain in the car park past the advertised lock time will be locked in. Anglian Water are under no obligation to release these vehicles until the next advertised opening of the car park. Charges accumulated during this time will be applicable. Any vehicles left on site past the advertised lock time will be reported to the police for the safety and security of staff and infrastructure

For any further queries about parking charges at Anglian Water Parks please visit www.anglianwaterparks.co.uk where you will find our opening times, terms and conditions and byelaws

Anglian Water Services Ltd is the operator of the Anglian Water Parks car parks. For further information please visit www.anglianwaterparks.co.uk, or one of our Visitor Centres. Alternatively, telephone 0345 7 145 145.