

THE BROADWAY

THE BROADWAY TERMS AND CONDITIONS OF USE

Please read these Terms and Conditions carefully as they affect your rights and liabilities under the law and set out the terms under which MARK Capital Management Limited (The Owner) makes the car park available to you at The Broadway, Bradford (Car Park).

1. Acceptance

- By entering the Car Park, you are accepting these Terms and Conditions.
- If you do not wish to be subject to these Terms and Conditions you should exit the Car Park immediately.

2. The Owner's responsibility to you

- Other than liability for death, personal injury, or loss of or damage to your vehicle resulting from The Owner's negligence, The Owner and its employees, representatives and contractors shall not be liable for any loss or damage howsoever arising.
- If your vehicle is damaged, or if you notice any damage to another vehicle, including its content in the Car Park you should report it immediately to an appropriate member of staff.
- Crime including criminal damage, theft or attempted theft should be immediately reported to the West Yorkshire Police.
- You should bear in mind that The Owner cannot guarantee that people will not enter the Car Park and cause damage to property or engage in criminal behavior. Your use of The Owner's Car Park is at your own risk.

3. Securing your vehicle and possessions

- Before you leave your vehicle, you must ensure that your vehicle is securely locked, including the windows and that the handbrake is applied.
- Wherever possible take your possessions with you when you leave your vehicle.
- If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.
- You are reminded that your motor insurance policy may not cover possessions in your vehicle.

4. Tariffs and tickets

- The **full day rate**, in terms of opening and payments, is defined by the Car Park opening hours. Standard hours are opening at 6am and closing at 1am the following day. We reserve the right to vary these from time to time.
- Car Park charges are displayed at the Car Park entrances, exits and other areas in the Car Park. They are also published online at: <https://broadwaybradford.com/visiting/>
- The Owner reserves the right to vary the Car Park charges without prior notice.
- Payment is accepted at the exit barrier via contactless card or device or through the PATH mobile application. Cash payments are not accepted.
- Your Car Park entry / contract parking pass is specific to your vehicle and recorded via ANPR. It is non-transferable.
- Current prices, and offers, are accessible online at <https://broadwaybradford.com/visiting/>
- Overnight parking is allowed; this is charged at the full day rate of the day the car is parked and the current price charges (f) then become valid from 6am (the next parking day).
- Grace period: if you decide you do not wish to park your vehicle within the Car Park, you have a 15-minute grace period from the time you enter the Car Park, before you incur any parking charges.
- The 15-minute grace period also applies from when you make payment to when you exit the Car Park.

5. Entry validation and complementary parking tickets

- If your parking has been validated by an authorised outlet using the number plate entry, you must proceed to the exit barrier to make payment.
- If you exceed the authorised parking time window, of the authorised outlet, the parking charges mentioned in section 4 will come into force.
- The owner and vehicle of anyone attempting to misuse or found to be misusing their validation will be refused entry and use of The Broadway Car Park.
- Complementary parking tickets are only to be used by those authorised and permitted to do so; if anyone other than those authorised and permitted attempts to misuse, or is found to be misusing, a complementary ticket it will result in the full days charges being implemented. The owner and vehicle of anyone attempting to misuse, or found to be misusing, a complementary ticket will be refused entry and use of The Broadway Car Park.

6. Unpaid Charges

- If you do not pay the charges you owe, The Owner will write to you at the last known address of the registered keeper of your vehicle.
- If you still do not pay such charges following receipt of the notice, The Owner reserves the right to take legal proceeds to recover the unpaid charges and any reasonable related legal costs.

7. Safety in the Car Park

- You must drive carefully in the Car Park and obey all directional signage and speed limits.
- Once you have parked your vehicle please make your way to the nearest exit and beware of moving vehicles.
- You must ensure that your vehicle is parked fully within a parking space. Please do not park your vehicle over more than one parking space.
- You must comply with all instructions or requests given by any of The Owner's employees, representatives, and contractors.

8. Damage to other vehicles or property within the Car Park

- If you damage another vehicle or any property or structure within the Car Park, you will be liable, and you must report this immediately to a member of The Owner's staff.
- You will be asked to give details of your vehicle registration, and any other vehicle involved, your full name and address and the name and address of your vehicle's insurance company, together with your policy number.
- If you damage any property or structure within the Car Park, you may be required to repair the damage (to The Owner's reasonable satisfaction) or to pay the reasonable costs that The Owner has to pay to repair the damage.

9. Complaints

If your vehicle is damaged whilst in the Car Park, or if you lose your vehicle or any of your possessions from your vehicle whilst it is in the Car Park, you should tell a member of The Owner's Car Park staff as soon as possible and provide written notice to: customer.services@broadwaybradford.com.

10. Prohibited Activities in the Car Park

- You are not permitted to:
 - carry out any activity in connection with the selling, hiring or disposal of vehicles or any other goods or services,
 - park your vehicle anywhere that could cause obstruction to other Car Park users, whether this be by blocking the entrance/exit or by causing an obstruction inside the Car Park,
 - do anything in the Car Park which may annoy other users of the Car Park, or which may cause offence or inconvenience to The Owner or any other user of the Car Park,
 - park your vehicle in a parking space designated for a particular type of vehicle or for a specific user, if your vehicle is not of such particular type or if you are not such user (i.e., using a parent & child bay with no child present, or using a Disabled bay without a valid "Blue Badge"),
 - park your vehicle for longer than one week (unless The Owner's prior written consent has been obtained), unless the vehicle owner has a valid contract parking pass,
 - clean a vehicle or to authorise anyone else to clean your vehicle whilst it is in the Car Park, unless using the designated car wash operator,
 - dispose of any items or drop litter in the Car Park,
 - place flyers on any vehicles in the Car Park,
 - smoke in any area of the Car Park,
 - tow a vehicle in the Car Park, or
 - carry out or authorise anyone else to carry out any work, maintenance, or repairs to your vehicle whilst it is in the Car Park, without the permission of The Owner.
- You are only allowed to park in the parking spaces which are marked for customer use.
- You must not do anything in the Car Park which would be a breach of the law.

11. Access and relocation of vehicles

- The Owner reserves the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.
- If The Owner, its representatives or contractors think that your vehicle is causing an obstruction in the Car Park The Owner will contact the relevant authority to request that your vehicle is removed. The Owner, its representatives or contractors also reserve the right to move your vehicle if considered necessary by driving or otherwise using whatever method is considered appropriate.
- If part of, or the whole of, 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 an emergency or for other reasons including without limitation security reasons, The Owner has the right to refuse access to the Car Park.
- Circumstances when The Owner will consider moving a vehicle include but are not limited to where a vehicle is:
 - blocking an access or an emergency exit,
 - causing a potential fire hazard,
 - inconveniencing other Car Park users,
 - obstructing essential maintenance,
 - parked incorrectly,
 - posing a security risk, or
 - posing a risk to health and safety.

12. Abandoned Vehicles

- If it appears that your vehicle has been abandoned in the Car Park, The Owner, its representatives, and contractors have the right to contact the relevant authority to request that your vehicle is removed.
- A vehicle left in the Car Park for over one week will be considered to be abandoned, unless The Broadway has been advised otherwise, or a current parking pass is in place.
- Before The Owner, its representatives or contractors contact the relevant authority, reasonable steps will be taken to contact the vehicle owner, including by contacting the DVLA.

13. Opening Hours

- The full day, in terms of opening & payments, is defined by the Car Park opening hours, currently opening at 6am and closing at 1am the following day.
- The current opening hours of the Car Park are: 6.00am until 1.00am.
- The Car Park will be closed on Christmas Day from 1.00am until 6.00am Boxing Day and 1.00am on Easter Sunday until 6.00am on Easter Monday.
- Please check website for further details of any changes or variations to these times: <https://broadwaybradford.com/visiting/>
- The Owner reserves the right to alter the opening hours without prior notice, and therefore the definition of a full day parking will alter with any changes to the opening hours.
- If part of, or the whole of, 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 an emergency or for other reasons including, without limitation, security reasons, The Owner has the right to refuse access to the Car Park.

14. Charges

If you park your vehicle in the Car Park but do not comply with or breach these Terms and Conditions The Owner may issue you with a Parking Charge. In addition, The Owner reserves the right to refuse you entry to its Car Parks in the future. You agree that The Owner, its representatives, and contractors may contact DVLA to request details of the registered keeper.

15. Height Restriction

There is a height restriction of 2.2 metres, signage advises this on entry.

Should your over height vehicle cause damage in the Car Park, the following criteria will apply:

- If you damage another vehicle or any property or structure within the Car Park, you will be liable, and you must report this immediately to a member of The Owner's staff.
- You will be asked to give details of your vehicle registration, and any other vehicle involved, your full name and address and the name and address of your vehicle's insurance company, together with your policy number.
- If you damage any property or structure within the Car Park, you may be required to repair the damage (to The Owner's reasonable satisfaction) or to pay the reasonable costs that The Owner has to pay to repair the damage.
- Should you not provide details to a member of The Owner's staff, The Owner will write to you at the last known address of the registered keeper of your vehicle and / or report the incident to the relevant police authority.
- If you still do not pay such charges, following receipt of the notice, The Owner reserves the right to take legal proceeds to recover the unpaid charges and any reasonable related legal costs.

16. Variation to these Terms and Conditions

These Terms and Conditions shall not be varied except in writing by The Owner.

17. Governing law

These Terms and Conditions shall be governed in accordance with the laws of England and Wales.