

PARKING LICENCE AGREEMENT

GIBRALTAR CAR PARKS LIMITED (Licensor)

“Car Park”:- **Engineer Lane**

“Parking Space” No: - ELCPS _____

“Licensee”:- _____

Address: - _____

Date of Commencement of Licence: - _____

“Parking Fee”:- £55 pounds per month or such other amount as the Licensor may from time to time determine in its absolute discretion, on one month’s notice to the Licensee.

“Motor Vehicle” :- Includes, motor cars and SUV’s but **does not** include, vehicles defined as “goods Vehicles”, caravans, caravanettes, box cars, trailers, mobile homes or any other vehicle defined as such by the licensor.

“the Motor Vehicle” means Motor vehicle:-

Registration Number:- _____

Make and Model:- _____

CONDITIONS OF LICENCE

1. In consideration of the payment of the Parking Fee payable in advance on the first day of every licence period, the Licensor hereby grants to the Licensee, Licence and authority to occupy the Parking Space, for the purposes of parking the Motor Vehicle. **Licence period means a period of at least two calendar months.**

2. (a) This Licence may be determined by the Licensor if the Licensee ceases to reside at the above address and may be determined at any time by either party giving to the other not less than one month's notice in writing except in the case of a breach of any of the conditions herein in which case 24 hours notice of vacation will suffice.

(b) This licence shall immediately and automatically determine, without notice, if the Parking Fee remains unpaid in respect of any licence period. In such case the licensor shall deny entry to the Motor Vehicle into the car park by physical or electronic means, and may remove and place on the public highway any such motor vehicle.

(c) Failure to provide payment will result in your access FOB being de-activated.
3. Notwithstanding the provisions of Conditions 2 above, the Licensor and its agents shall retain the right of access to or across the Parking Space and be at liberty to remove or require the removal of the Motor Vehicle at any time for the purpose of inspection, maintenance or otherwise.
4. The Licence to park is not transferable to any other person or to any other motor vehicle.
5. The Licensee shall not carry out or cause or permit to be carried out any work of maintenance or repair or wash or clean the Motor Vehicle on the Parking Space or on any part of the car park.
6. The Licensee shall: -
 - (i) refrain, while using the Motor Vehicle, from any act, which may cause annoyance to other users of the car park and any adjoining premises or other persons.;
 - (ii) maintain the Motor Vehicle in such condition that it will not cause injury or damage or be a danger to anyone;
 - (iii) use and occupy the parking bay for the parking of the Motor Vehicle and for no other purpose whatsoever;
 - (iv) not use the Parking Space for any purpose which comprises or is construed a "business" within the meaning of the Landlord and Tenant Act;
 - (v) not keep any materials of a dangerous, noxious or combustible nature on the Parking Space other than any fuel in the vehicle fuel tank;
 - (vi) not deposit or place anything in any part of the Parking Space or Car Park;

(vii) not obstruct any door, passageway, stairwell or other access;

(viii) not to damage deface or alter any part of the Parking Space or Car Park;

(ix) not to affix any notice sign or exhibit on the Parking Space or Car Park;

(x) display the permit disk provided by the licensor on the front windscreen of the vehicle at all times whilst parked in the Car Park.

7. The Licensee undertakes: -

(a) that no claim shall be made by or on behalf of him/her or his/her estate against the Licensor or its servants or agents in respect of: -

(i) the loss or damage to the motor vehicle or any property left in the motor vehicle whilst on the premises howsoever such loss or damage is caused; and

(ii) the death of or any personal injury or other loss or damage sustained by him/her passengers whilst in the Car Park or as a result of the use made by him/her of the parking permission granted by Gibraltar Car Parks Limited.

b) to keep the Licensor indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or incurred by it as a result of the use made by him/her of the parking.

8. The Licensor may control access to and egress from the Car Park, by the Motor Vehicle, by whatever means it chooses, including (but not limited to) electronic means and barriers.

9. The Licensor reserves the right to vary the conditions under which parking permission is granted, including alteration of fees payable, on written notice being given.

10. The Licensor will issue the Licensee with a proximity FOB which will be used to gain access to the car park. The Licensee may apply for a second proximity FOB for the same registered vehicle, which they may acquire on payment of a non-refundable fee of £10 (or such other amount as the Licensor may from time to time determine in its absolute discretion). This/these FOB/s will remain the property of GCPL, and the Licensee will pay £10 (or such other amount as the Licensor may from time to time determine in its absolute discretion) for a replacement in the event of loss or damage.

11. This parking space may be one which has been designed to provide a charging point for electric cars in the near future. This being the case it will be pointed out in this clause in the license by a tick on the box below:

This parking space No. will cater for an electric charge point

The Licensee agrees that in the event of this parking space been converted to provide a charge point for electric cars, then he/she will place no impediment if asked to move to an alternate parking space within the same car park in order to allow an electric car owner the use of this space.

I agree to the terms of this clause: _____

12. The Licensee shall observe and comply with the provision of the Petroleum Act and of any other statute and of any byelaws and regulations made thereunder for the time being in force relating to the storage of petroleum. The Licensee shall comply with all rules and regulations made by Gibraltar Car Parks Limited for the use and management of the Car Park.
13. The Licensee shall ensure that the Motor Vehicle using the car park shall be legally registered, and insured at all times.
14. All notices given by the Licensor to the Licensee shall be sufficiently served if hand delivered or sent by post.

I acknowledge that I have read and understood and will abide by the conditions of this Agreement.

Signed by the Licensee

Signed by the Licensor

Dated