

## **Car park Terms and Conditions**

**Please read these Terms and Conditions carefully. They relate to your use of The Canolfan's Car Parks.**

### **1. Definitions**

When the following words are used in these Terms and Conditions this is what they will mean:

1.1 "us", "we", "our" "company" and "Canolfan" means CANOLFAN HAMDDEN BEAUMARIS A'R CYLCH (Company number 08330057) and/or MASNACH CANOLFAN CYF (Company number 14791565) both registered at Canolfan Beaumaris, Rating Row, Beaumaris, Wales, LL58 8AL.

1.2 "Car Park" means the parking facilities in the area and/or building occupied or managed by (or on behalf of) us and designated for parking vehicles;

1.3 "vehicle" means any vehicle used to convey, a driver, rider and passengers (if applicable) or any item that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories;

1.4 "VRM" means Vehicle Registration Mark.

1.5 "Parking permit(s)/pass(es)" mean the documents issued by the Company exempting holders under specified circumstances from having to pay for a parking ticket. (See Appendix 1)

1." Permanent workplace" is as defined in Section 339 of the Income Tax (Earnings and Pensions) Act 2003,

### **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 We do not guarantee that there will be any vacant parking space at any particular time. Parking passes do not entitle the pass holder to a particular space or priority over any other user. We cannot guarantee that enough spaces will be available for Parking pass holders. If you are unable to find a space, you should leave the Car Park as soon as possible to ensure you do not incur a Penalty Charge.

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.

2.4 We will not be liable to you for any special, indirect, or consequential loss, including but not limited to: any loss of profit, loss of enjoyment, loss of revenue, loss of data or loss of earnings.

### **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 (please refer to clause 5 (Parking Contraventions) of these Terms).

### **4. Claims and complaints**

4.1 If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:

a) immediately inform either a member of staff in the Canolfan or otherwise notify the Canolfan using the Contact details on the Canolfan's website <https://www.canolfanbeaumaris.org.uk/> telephone 01248 811200 email [enquiries@canolfanbeaumaris.org.uk](mailto:enquiries@canolfanbeaumaris.org.uk)

b) in the case of theft, immediately inform the police; and

c) notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to the Centre Manager at the Canolfan address details are given at 1.1 and 4.1a) above.

In the case of a claim, full details should be provided to us as soon as possible.

Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

### **5. Parking Enforcement**

5.1 By entering this car park, you agree to the following terms:

a) you must comply with all signs and markings in the Car Park, including

these Terms and those contained on the tariff board;

- b) you must park fully within the limits of a marked bay and do not straddle bays or cause any obstruction;
- c) you must clearly display your ticket or parking permit/pass at all times within the front windscreen ensuring that all details are visible;
- e) 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:
  - i) parking in a space designated for blue badge holders without displaying a valid blue badge;
  - ii) parking in a space for electric vehicles when you are not using the charging facility;
  - iii) parking in a reserved space;
- f) you do not park in a reserved or restricted area (including any hatched areas) of the Car Park or any other area other than a marked parking bay; and,
- g) 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 including but not limited to ensuring you do not exceed the amount of time purchased on a Pay and Display ticket or other pass/permit.

5.2 If you fail to comply with any one or more of these Terms we may issue you with a Parking Charge Notice requiring you to pay a Parking Charge, (the "Parking Charge") and any associated administrative and/or debt recovery costs incurred in seeking to recover and/or enforce the Parking Charge. Specific details about the Parking Charge payable are available in each Car Park.

5.3 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.

5.4 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details both physically and electronically for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to facilitate the requesting and obtaining of a vehicle's registered keeper's details from the DVLA.

5.5 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 our employees or agents not to do so in the case of emergency, please ensure that your vehicle is left securely locked with the handbrake on, 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 use CCTV and other cameras in the Car Park at our discretion to assist in its proper running. Whilst cameras may act as a deterrent to criminal activity, we do not make any representation as to the coverage provided or guarantee of the security of your vehicle if CCTV is operating in the Car Park.

## **7. Possessions**

7.1 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. Please ensure that you do not leave any animals in your vehicle.

7.2 None of our employees or agents have any authority to accept any of your personal possessions for storage or security.

## **8. Traffic Orders and Byelaws**

8.1 The use of this Car Park 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 in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or byelaws.

## **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. After you have parked your vehicle, you must proceed immediately to the nearest exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking through over or under any barrier.

9.2 You must drive carefully and responsibly in the Car Park and in accordance with any instructions given to you by our employees or agents.

9.3 You must ensure that any children or animals are accompanied and properly supervised at all times when they are using the Car Park. Please be aware of other vehicles in motion around the Car Park.

## **10. Ticket and Permit/Pass Types and Payment Methods**

10.1 Any tickets issued by us (including parking permits/passes) are only valid for the vehicle in respect of which it is issued. Tickets and passes/permits are not transferrable to any other person or vehicle.

10.2 Where your parking is authorised by a method other than a ticket issued at the Car Park you also agree to the terms of that particular method of authorisation, details of which are given in clause 10 and are available on our website at [www.masnachcanolfan.com](http://www.masnachcanolfan.com)

10.3 You must pay the parking tariff using one of the following methods (unless you are a pass or permit holder in which case clause 10.5 will apply):  
“Pay & Display” – you must purchase a parking ticket for the amount of time for which you would like to park from the ticket machines at the Car Park using cash or a credit/debit card, and before leaving your vehicle, you must ensure that the parking ticket is clearly displayed in the windscreen of the vehicle.

10.5 If you are a Permit/pass Holder you must clearly display your permit/pass valid for the Car Park in the windscreen of your vehicle. The permit/pass is invalid if the VRM on the pass/permit doesn't match that on the vehicle.

10.6 We reserve the right to change payment methods from time to time and you should check all signs and notices in the Car Park for further information about the payment methods available.

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

10.8 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.

10.9 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 remove any 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, or permit/pass, as applicable.

10.10 If you cannot produce your parking ticket or pass/permit (if requested) 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.

10.11 No refund will be made for any parking tariff payments paid in respect of a lost ticket or pass/permit which are subsequently produced and in no circumstances can any refund be given for parking tariff payments without proof of payment.

10.12 Holders of a Canolfan Beaumaris Parking Permit/pass agree the following on being issued with a Permit/pass:

1. All permits/passes remain the property of the Company and must be surrendered if demanded by a duly authorised company representative.
2. To obtain or renew a Members or Annual Parking permit/pass you will produce the Vehicle's Registration document (V5C) and evidence of either a Canolfan Membership or for Annual Permits any such proof of entitlement that the Canolfan may from time to time require.
3. A Members or Annual Parking permit/pass only authorise parking of the vehicle whose VRM is shown on the permit/pass. Tickets are non transferable. Any unauthorised or fraudulent use of a Parking permit/pass may result in a Penalty Charge Notice (at the approximate level) being issued to the owner of the vehicle displaying it and may result in enforcement proceedings.
4. A parking place in the Car Park is not guaranteed.
5. It is your responsibility to renew the Parking permit/pass in sufficient time before it expires. It is not possible for temporary arrangements to be made for parking if a pass/permit is not renewed in time. If the pass/permit has expired before a new one has been purchased, you must pay the standard pay and display charges for parking.
6. You will comply with the additional conditions for the permit/pass as set out in Appendix 1 of these terms and conditions.
7. Any breaches of the terms and conditions may result in a Penalty Charge Notice being issued. Contravention of other parking restrictions could lead to the issue of a Parking Charge Notice, irrespective of a valid ticket being in place.
8. You authorise the retention of the data you have supplied to enable the Company to administer the car park in accordance with our policies and these terms and conditions.

## **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 a current valid pass/permit or other ticket.

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.

## **13 Prohibited activities**

13.1 You shall not:

13.1.1 Tow or have towed a vehicle in to the Car Park. In the event of vehicle breakdown, you must immediately contact an employee or agent of ours to ensure that your vehicle removal is organised without causing damage or danger to any other person or property in the Car Park;

13.1.2 Spend an excessive amount of time (as determined by us in our absolute discretion) in your vehicle whilst it is parked in a Car Park and this includes, but is not limited to, sleeping in your vehicle or staying overnight in a vehicle or staying overnight in the Car Park or camping in the Car Park; and

13.1.3 Park anywhere except in a designated single marked bay.

13.2 You shall not carry out any of the following activities at any time in the Car Park:

13.2.1 Any service work, maintenance, cleaning (unless carried out by our employees, agents or representatives) or repairs to any vehicle;

13.2.2 Partaking in any business activity at the Car Park including, but not limited to, in connection with selling, hiring or other disposal of the vehicle or any other services;

13.2.3 Filling or emptying vehicle fuel tanks;

13.2.4 Misusing, obstructing or damaging any facilities or other vehicles in the Car Park, including but not limited to, dropping litter or fly-tipping waste on the Car Park;

13.2.5 Driving dangerously or too fast and in contravention of the directional signs and speed limits;

13.2.6 Making unnecessary noise, including playing music in any way that annoys users of the Car Park or people who live or work nearby;

13.2.7 Filming or taking photographs of any vehicles, the Car Park or other users of the Car Park including people working for or on behalf of the company(s) and their agents;

13.2.8 Cooking, cleaning or lighting fires;

13.2.9 Using the full facilities of a camper van, including, but not limited to, the toilet, bathroom and kitchen;

13.2.10 Doing or attempting to do anything which is a criminal offence or breach of the law.;

13.2.11 Parking in bays which are not designated for your vehicle type including, but not limited to, parking in a disabled person's parking space without displaying a valid disabled person's badge belonging to yourself or another occupant of the vehicle;

13.2.12 Smoking anywhere within the Car Park and the immediate vicinity of the Car Park;

13.2.13 Leaving the Car Park in a state or condition unfit for use by other persons using the Car Park;

13.2.14 Using any area of the Car Park as toilet facilities;

13.2.15 Any anti-social or annoying behaviour which may cause offence or inconvenience to us or any other user of the Car Park including, but not limited to,

drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering or having any animals off a lead when outside of a vehicle.

13.3 Permission to use the Car Park is automatically withdrawn if you or your passengers or anyone else under your authority or control do any of the things prohibited in clauses 13.1 or 13.2. We reserve the right, in our absolute discretion, to add to the list of prohibited activities at any time. Any of our representatives may require you to leave at any time and they are authorised if necessary to call for police assistance to have you removed.

## **14 Force Majeure**

14.1 We do not accept liability for any cancellations, curtailments or damage otherwise caused to your vehicle or possessions by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of public transport links, cancellation or changes of schedules in relation to any scheduled business or personal travel plans and all similar events beyond our control. Further, we cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of a force majeure event detailed in this clause 14.1 or such other circumstances beyond our or your control.

## **15 Companies**

We reserve the right to perform any of our obligations or exercise any of our rights under these Terms through either of the companies referred to at 1.1 above and/or their agents. This will not affect your rights under these Terms.

## **16 Variation of the Terms and Conditions**

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

## **17 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.

If you have any queries relating to these Terms, please contact us at our registered office details of which can be found in these terms and conditions.

## **Appendix 1**

### **A1.1 General**

Eligibility for most Visitor's parking permits/passes is restricted to Members of Canolfan Beaumaris.

Annual Parking permits/passes are issued at the discretion of the Canolfan's management and are primarily issued to Canolfan Staff and certain health service workers employed in the vicinity of the Canolfan.

Parking permits/passes can also be issued, at management's discretion to people assisting the Canolfan, its agents and it's clients/customers in the organisation and running of classes and events in, or of benefit to, the Canolfan.

Persons surrendering an Annual Parking permit/pass may be eligible for a refund at the Canolfan's discretion. Any refund may be subject to an administration charge not exceeding £25.00.

Holders of a Parking permit/pass are permitted to park on the Canolfan's Car Park as set out below:

#### **A2.1 Visitors' Parking permit/pass**

A2.2 A Parking permit/pass entitles a member to park the designated vehicle during the time they are using the Canolfan's facilities as set out below.

A2.3 Without prior agreement from the Canolfan Management, you can park for the following periods:

When attending classes in, or undertaking voluntary work for or of benefit to, the Canolfan you can park 30 minutes before the start time, during the time the class or volunteering activity is in progress, and for 30 minutes after the class/activity has finished.

When attending events in the Canolfan for 30 minutes before the start time, during the time the event is in progress, and for 30 minutes after the class has finished.

The 30 minute grace period can be extended at management's discretion which you must obtain prior to or within 10 minutes of your arrival.

A2.4 Members will need to have registered their attendance by signing in using their membership card at reception.

A2.5 Visitor's Parking Permits/passes do not entitle the holder to park on any occasion that they are not attending a class or event in the Canolfan or undertaking voluntary work on the Canolfan's behalf.

#### **A3.1 Annual Parking permit/pass**

A3.2 A Parking permit/pass entitles the holder to park the designated vehicle during the time they are carrying out their working duties as set out below:

A3.3 Without prior agreement from the Canolfan Management holders can park for the following periods:

In connection with their attendance at their permanent workplace for 30 minutes before their start time, during the time they are in their primary place of work, including lunch and other breaks, and for 30 minutes after their finish time.

A3.4 Annual Parking Permits/passes do not entitle the holder to park on any occasion other than when they are attending their permanent workplace.

A3.5 On application the Canolfan will require the annual charge, paid in full, evidence of the applicant's employment together with details of their standard/contracted hours and contact details.

A4.1 Volunteers' and Others' Parking permit/pass

A4.2 A Volunteers'/Others' Parking permit/pass entitles you to park a designated vehicle in the Canolfan's car park whilst undertaking your voluntary duties or for other times at the Canolfan's discretion and for 30 minutes before and 30 minutes after the said period. The 30 minute grace period can be extended at the management's discretion.

A4.3 Within 10 minutes of your arrival you must obtain a Volunteers' Parking permit/pass from the Canolfan, provide them with details of your vehicle and if applicable request an extension to the 30 minute grace period. The Parking permit/pass must be clearly displayed in the vehicle.

A4.4 Volunteers' and Others' Parking permits/passes are valid only on the day they are issued and you must return it to the Canolfan prior to leaving the car park.

## Appendix 2

### A1.1 General

### A1.2 Parking effective from 01/07/2025

Short Stay and Overnight Car Park	
This car park is private land managed by Masnach Canolfan cyf, Company No. 14791565 on behalf of the landowner.	
Contact details are available from the Canolfan or <a href="http://masnachcanolfan.co.uk">masnachcanolfan.co.uk</a>	
By parking on this land you agree to be bound by the Terms and Conditions shown here and on our web site, <a href="http://masnachcanolfan.co.uk">masnachcanolfan.co.uk</a> .	
Tariff applies 24 hours 7 days a week.	
Payment methods: Cash, Credit or Debit Card, in machines or in person in the Canolfan, if open.	
Parking Charges:	
Parking commencing between 8:00 and 19:59 for:	
Up to 1 hour	£1*
Up to 2 hours	£3
Up to 4 hours	£5
Parking commencing between 20:00 and 7:59	
Over or part night parking	£10
Penalty Charge:	£100 variable for early/late payment
Parking sessions expire at midnight on the day of purchase except Overnight sessions.	
Overnight sessions expire at:	
1. Sessions purchased between 20:00 and 23:59 expire at 7:59 the following day.	
2. Sessions purchased between 0:00 and 7:59 expire at 7:59 the same day.	
Parking is permitted for:	
Vehicles displaying a valid pay and display ticket in the windscreen, dates and times clearly visible.	
Vehicles displaying valid permit/pass in the windscreen, Vehicle Registration Mark (VRM) and expiry dates clearly visible. Permits/passes are only valid for the vehicle whose VRM is on the permit/pass.	
By parking or remaining on the site otherwise in accordance with our terms and conditions you, the driver, are agreeing to the following contractual terms:	
You agree to pay a "Parking Charge" in the sum of £100 within 28 days of the date of issue. This will be reduced to £25 if paid within 14 days.	
You will be liable for additional charges for each and any period, or part thereof, that the vehicle remains or returns to the site.	
Failure to pay the charge may result in the vehicle's keeper details being obtained from the DVLA.	
If the charge becomes overdue an additional £50 damages may be added to the parking charge. The driver, or if they cannot be identified the keeper will also be liable for legal costs incurred if proceedings are commenced.	
Retrospective evidence of authority to park will not be accepted.	
*This tariff has been kept at £1 to mitigate the costs of parking for people attending appointments at the Health Centre.	