



Contract for the Provision
Of
Parking Management Services

CONTRACT

FOR THE ISSUING OF: PARKING CHARGE NOTICES

ON PRIVATE LAND AND IN PRIVATE CAR PARKS ACCESSIBLE TO THE PUBLIC

Site Name: Marlborough Court
Site ID: OPS091
Site Address: Manor Green Road, Epsom
Site Postcode: KT19 8EJ
Site Contact: Huggins, Edwards & Sharp

One Parking Solution Limited (OPS)

95 Arundel Road, Worthing, West Sussex, BN13 3EU

Telephone: 01903 692 966

www.oneparkingsolution.co.uk

info@oneparking.co.uk

Companies House Number: 05992210. VAT Number: 214304555. ICO: ZA132553.



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THIS AGREEMENT is made
BETWEEN:

1) CROUCH MGR LIMITED hereinafter referred to as the Customer

And

One Parking Solution Limited (OPS)

(One Parking Solution Limited, 95 Arundel Road, Worthing, West Sussex, BN13 3EU)

WHERE:

- A. The Customer wishes to benefit from the service detailed in 'SERVICE' below at their vehicle parking site at the address specified under 'LOCATION' below.
- B. OPS agree to provide these services to the Customer under the terms and conditions set forth in this agreement.

IT IS HEREBY AGREED as follows:

SERVICE: ISSUING OF PARKING CHARGE NOTICES (PCN)

Commencing on: 01 / 07 / 16 (For a period of 12 months then rolling on month by month thereafter.
DD MM YYYY

LOCATION Marlborough House

(The definition of the land on which OPS will conduct Parking controls and issue PCN's)

Site Contact Details:

Site Contact: Jackie Osborne **Contact Tel. No.:** 01372 740555

Site Contact email: Jackie.osborne @ hes-epsom.co.uk

Please list any conditions or restrictions on the issuing of parking charge notices or types of vehicles that may or may not be issued with a parking charge notice.

Costs

The service will be the OPS Standard as listed below. VAT will be added at the rate in force.
The cost for providing the service will be as follows: (FOC = Free of Charge)

Set up costs + 1 st Year incl. warning boards	£ ... FOC
Permit Costs (per permit)	£ ... 1.75
Annual renewal of permits at cost per permit	£ ... 1.75

Customer Details:

H/O Contact Name: JACKIE OSBORNE
H/O Tel. No.: 01372-740555
H/O Company Name: HUGGINS EDWARDS + SHARP
Address: APEX HOUSE, 10 WEST STREET EPSOM
SURREY **Post Code:** KT18 7RG
Contact email: jackie.osborne @ hes-epsom.co.uk

1) **General Terms and Conditions**

- a) OPS will always adhere to an accredited trading association (ATA) and all legislation as set out as part of the PROTECTION OF FREEDOMS ACT 2012 (POFA 2012)
- b) OPS provides car park management to private companies and local government, landlords of private on-street and off-street grounds property and car parks. This service includes parking meter maintenance, cash collection & issuing parking charge notices. This contract confirms that the Customer (free holder / managing agent) has given permission for OPS to provide a service to enforce parking on the customer's private parking facilities.
- c) It is agreed that all signs, notices, permits, and equipment remain the sole property of OPS.
- d) The client will provide OPS with details of any vehicles authorised to park on the site. All such vehicles must display a valid permit clearly in their windscreen. Or be on the vehicle exemption list. (VRM LIST or Whitelist)
- e) The client may call the control centre 24 hours per day, 365 days per year and report unauthorised vehicles that are parked on their property. OPS will then endeavour to attend site and take appropriate action though it is understood that as a shared service for operational reasons this may not always be possible.
- f) Should a permit holder not display their permit in a prominent visible and readable position on their windscreen they will be issued a parking charge notice and subsequently have to pay the charge. There are no exceptions to this rule though the appeal process may always be used.
- g) This agreement is for an initial period of one year (12 months) which will roll forward month on month basis unless terminated by either party. After 12 months either party may terminate the agreement upon 30 days written notice. If the customer wishes to cancel this agreement early there will be a £240.00 + VAT per month (or there part of) early cancellation charge to cover losses and costs. This will be invoiced immediately after cancellation.
- h) Additional signs will be provided by OPS.
- i) OPS will perform the patrolling of the car park on a regular basis. Patrolling will be in effect throughout the year
- j) Appeals relating to the landowner/ customer will be available on request.
- k) OPS reserve the right for its own operatives to patrol the car park and/or approved sub-contractors

2) **Relationship of Parties:**

- a) This agreement creates an independent supplier-client relationship. OPS is not an agent or employee of the Customer for any purpose. Employees of OPS are not entitled to any benefits that the Customer provides their employees.

3) **Termination:**

Termination of this contract can be implemented with 30 days written notice to OPS after the initial term of the contract (12 months) if the customer wishes to cancel early and/or without given written notice after the initial term there will be a £240.00 + VAT (per month or there part of) charge made payable to OPS for loss of earnings and costs. Sign removal will be down to the landowner at the end of the contract. OPS do not accept liability for any damage to property or persons during/after the sign removal process.

4) **Contractual Adjustments:**

- a) Any Amendments to the contract must be mutually agreed in writing prior to starting

5) **Duration:**

- a) The contract will remain in force for a period of 12 months until the initial term ends, thereafter both parties if this contract is not terminated will commence into a month by month basis it can be reviewed upon request *at any time by either party after the initial term*

6) **Insurance**

OPS carry the required professional insurance including £5m public liability insurance and £10m Employers' Liability insurance

7) **Complaints**

- a) OPS will act "reasonably" when dealing with members of the public who have broken your rules on the local land or car park regulations and endeavour to resolve any complaint quickly and amicably
- b) Where a driver disputes the issuing of a parking charge notice to their vehicle the operator will be prepared to explain on request why it was issued. Where the driver continues to challenge the charge, he/she is invited to send in a written complaint
- c) Where OPS receive a written complaint, an acknowledgement is sent within 14 days. Following the complaint being investigated a committee of OPS management makes a decision whether or not to uphold the complaint and a response is given in writing within 14 days. OPS will keep documentary evidence of any complaints it receives and the action taken to resolve them.

8) **Definitions**

- a) A Parking Charge Notice (PCN) is affixed to the driver/vehicle for being in breach of parking regulations that are clearly displayed on the warning notices located within the above address this requires a payment that may be reduced on paying within a fixed time limit

9) **Description:**

In return for the provision of the services listed in "Service" above and provided to the Customer, the Customer agrees that:

- a) When a vehicle has a valid PCN issued and that PCN has not been paid within 28 days, OPS reserve the right to request the vehicle keepers details from the DVLA and pursue the debt owed to OPS from the 29th day by using an approved debt recovery company or a lawful company also on some cases COURT PROCEEDINGS against the registered keeper of the vehicle unless the registered keeper has previously provided OPS with the driver & contact details at the time of the PCN being issued.
- b) Where PCN's are rescinded by the Customer even though there is clear evidence that the PCN was issued for infringement of the restrictions in place, an administration charge will be levied at the rates as given in '9d'. Day 1 is taken to be the date of issue of the notice
- c) All PCN's rescind requests must be made by email to cancellations@oneparkingsolution.co.uk
- d) Administration charges will be applied to PCN's as in option '9b' where a rescind request is received from the authorised signatory of this contract in writing, email is acceptable

PCN's Administration Fees

- i) Day 1 to 7 - £30.00 + VAT
- ii) Day 8 to 13 - £40.00 + VAT
- iii) Day 14 to 27 - £50.00 + VAT
- iv) Day 28 + 100% of the outstanding balance on the PCN is payable.

10) Service Levels

- a) OPS will ensure that where it is necessary to issue a parking charge notice to either enforce parking regulations in car parks or to deter unwanted or unauthorised parking on private land, it is undertaken in a responsible, effective and efficient manner.
- b) Owners/drivers issued with a fixed charge in accordance with this contract will not be penalised through excessive charges, low quality service or vehicle damage.
- c) OPS operate one service STANDARD SERVICE
 - (i) An operative will respond to all phone calls from the customer asking for attention to an offending vehicle (but subject to clause 1e)
 - (ii) OPS will do their utmost to insure the customer gets a swift, professional service
 - (iii) OPS uses uniformed patrol officers & will strictly adhere any ATA code of conduct and POFA 2012
 - (iv) OPS will patrol the listed car park at least once a day.

11) When PCNs will not be issued.

The following vehicles shall not be issued with a PCN under any circumstances.

- i) Vehicles that have paid legitimately for parking and have overstayed the paid for time by less than 5 minutes and are not committing any other breach of the regulations
- ii) Fire, police or ambulance liveried vehicles when being used for official purposes.
- iii) Vehicles that have had a PCN issued less than 24 hours prior which remain in the same position
- iv) Vehicles being used by a doctor on call and displaying a BMA badge or Health Emergency badge (e.g. midwives/district nurses) with the address showing and away from his/her normal place of work.
- v) Vehicles where the driver is present with the engine running. (For up to 15 minutes only).

12) Disabled Drivers

Any ATA code suggests that it's the landowner's choice whether a vehicle that's parked on their land without their consent but displaying a valid disabled person's badge (blue badge), should be issued with a PCN. OPS believe that a authorised vehicle should display a valid permit & a blue badge where needed (i.e. parked in a disabled bay)

13) Signs and Information

- a) At the commencement of this agreement, OPS will visit the site and affix warning signs. These signs will clearly state that parking is at the owners risk and that any unauthorised vehicles will be issued with a PCN.
- b) All signs conform to the POFA 2012 & ATA requirements and will be positioned so that at least one sign is visible and legible from anywhere that a vehicle could park on the site and at the entry point if appropriate. Where the site can be closed with gates, signs will be visible from outside the site
- c) Each sign clearly displays
 - i) That if a vehicle is parked without authorisation or has contravened conditions, will be issued at any time with a PCN but only during the prescribed hours.
 - ii) The PCN amount including early payment rate
 - iii) The OPS contact details including a telephone number and an address for enquiries / complaints.
 - iv) That the land is private property
- d) Responsibility for the planning, installation and maintenance of signage remains with OPS who will maintain and replace any missing/damaged signs and/or notices.
- e) All signs, notices remain the sole property of OPS whilst the contract is in effect, should this contract be terminated by either party the client will need to remove all of the enforcement signs from site and permits from vehicles within 30 days after the termination date and returned to One Parking Solution Limited head office. OPS accept no responsibility for damage where the signs were mounted and any making good is down to the client after the termination date.

14) Photographs

Date and time stamped photographs of each car to be issued with a PCN will be taken before issue, indicating its position relative to the sign(s) advising the motorists of the site regulations.

15) OPS Staff

All our employees will be issued with a staff id badge with a unique number and always carry it with them on display so that their id number and identification details are available for inspection upon request. Uniforms will be worn together with the individual identity card.

16) Charges

The fees for the PCN's won't exceed any ATA code of conduct or POFA 2012.

17) Payments

- a) Payments will be accepted in any reasonable form including: Online, Telephone, Cheque.
- b) The advertised fee is inclusive of VAT at the prevailing rate.
- c) Receipts will be given for payment on request and include the following information:
 - i) PCN reference number
 - ii) OPS address and telephone number
 - iii) Vehicle Registration Mark (VRM) of offending vehicle
 - iv) Nature of contravention
 - v) Name of person to whom receipt given
 - vi) Full amount paid and method of payment
 - vii) Date and time of payment
 - viii) Site where the PCN was issued

18) **Education and Training**

Our patrol staff are given full training prior to starting active patrols for OPS. They are also fully trained on the current ATA code of conduct and adhere to our strict health and safety policy

19) **Service:**

OPS agree that they will:

- a) Provide the system for the parking ticket operations.
- b) Provide signs.
- c) Provide the fully uniformed Patrolmen.
- d) Install the Parking enforcement System
- e) Provide the permits as per the agreement.
- f) Deal with all appeals and notice related paperwork.
- g) Inform the Customer of any appeals that require their input

20) **Additional Information:**

This contract entitles OPS to pursue all unpaid charges and costs through our approved debt recovery agents or through the small claims court and request any information needed from the DVLA to pursue any such claims with full support from the landowner and/or its agents. We also reserve the right to subcontract all services to another fully approved company. If the company should be sold or merged with another company or cease trading this contract will automatically be deemed valid within the new company structure.

OPS indemnify and hold harmless the client for any and all losses arising out of the services provided under this agreement, including losses suffered by the client, OPS, recipients of parking charge notices and any other third parties. OPS will be solely responsible for all court fees, legal fees and other professional fees that may be incurred in collecting unpaid PCN's, including the costs of any appeals. OPS accept sole liability for any legal actions arising out of the services provided under this agreement. To the extent permitted in law, the client is under no obligation to participate or cooperate in any proceedings arising from the provision of services under this agreement. One Parking Solution Limited have the right to use the client's company logo on any advertising campaign including websites and brochures for the duration of this contract

21) **Obligations of the Clients.**

- a) PERMISSION: You give the company permission (or if you are not the freeholder of the premises, you agree that you are authorised by the freeholder) to install, inspect, maintain and keep our system and service at the premises as defined in 'LOCATION' without charge to OPS or any other trade names or associated companies of OPS.
- b) It is hereby agreed that One Parking Solution Limited shall have the right to enter into contracts with motorists for the purpose of enforcing parking control on every site to which this agreement relates and shall be regarded as the 'Creditor' for the purposes of the Protection of Freedoms Act 2012. Accordingly, One Parking Solution Limited shall have the right to recover parking charges from the drivers of such vehicles

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

Signed for and on behalf of
OPS

Signature 

Name Gavin Price

Date 14-06-16

Signed by the freeholder or authorised
party (managing agent) to sign on behalf of the
freeholder (client)

Signature 

Name JACKIE OSBORNE

Date 14 June 2016

One Parking Solution Limited
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