

Car Park Use

Terms and Conditions

Notice

The Maclise Road Motorail Car Park (located at Maclise Road W14 8UX (the 'car park')) to which these Terms and Conditions apply is operated by Olympia Car Park Limited (Company Number 05127045).

References in these Terms and Conditions to the "Company" shall mean Olympia Car Park Limited.

The following terms apply to the use of the car park. Please read these terms and conditions carefully before parking your car. By using this car park you will be deemed to have accepted these terms and conditions.

1. Tariffs and payment

Tariffs are displayed at the car park entrance. All prices are in pounds sterling and inclusive of VAT. Payment is by credit/debit card at the automatic payment stations or via the online booking system for the car park. You will not be able to exit the car park without an appropriately validated ticket. If you lose your ticket or if your ticket is stolen you will be charged at the full 24-hour rate, shown on the tariff board at the car park entrance, for each day, or part day, during which your vehicle has been parked.

2. LOSS, DAMAGE AND THEFT

THIS IS A PUBLIC CAR PARK AND THE COMPANY CANNOT GUARANTEE THE SAFETY OR SECURITY OF YOUR VEHICLE OR ITS CONTENTS. PLEASE ENSURE THAT YOU SECURE AND LOCK YOUR VEHICLE AND DO NOT LEAVE ANY ITEM WHERE IT CAN BE SEEN BY PASSERS-BY.

THE COMPANY WILL NOT BE LIABLE IN RESPECT OF ANY DEATH, PERSONAL INJURY, LOSS OR DAMAGE SUSTAINED BY ANY PERSON, HOWSOEVER CAUSED, UNLESS RESULTING FROM THE COMPANY'S NEGLIGENCE.

THE COMPANY WILL ONLY BE LIABLE TO YOU FOR THE REPLACEMENT VALUE OF STOLEN OR DAMAGED PROPERTY TO THE EXTENT THAT THE LOSS IS CAUSED BY THE COMPANY'S NEGLIGENCE.

IF WHILST YOUR VEHICLE IS IN THE CAR PARK IT IS STOLEN OR DAMAGED OR ANYTHING IN YOUR VEHICLE IS STOLEN, YOU MUST:

- 2.1 INFORM A MEMBER OF THE COMPANY'S STAFF BEFORE LEAVING THE CAR PARK;**
- 2.2 INFORM THE POLICE AS SOON AS POSSIBLE; AND**
- 2.3 NOTIFY YOUR INSURERS AS SOON AS POSSIBLE.**

CLAIMS AGAINST THE COMPANY MUST BE NOTIFIED TO THE COMPANY IN WRITING, WITH FULL DETAILS OF THE CLAIM, WITHIN 30 DAYS OF THE END OF THE PERIOD DURING WHICH YOUR VEHICLE WAS PARKED AT THE CAR PARK. THE ADDRESS FOR NOTIFICATION OF CLAIMS IS:

CAR PARK AND BUSINESS SERVICES MANAGER, OLYMPIA LONDON, HAMMERSMITH ROAD, KENSINGTON, LONDON W14 8UX

IF YOU DAMAGE A VEHICLE OR PROPERTY OF A THIRD PARTY OR THE COMPANY, YOU MUST REPORT THE INCIDENT IMMEDIATELY TO A MEMBER OF THE COMPANY'S STAFF, SUPPLYING DETAILS OF THE DAMAGE.

3. Pre- booked Tickets for the Maclise Road Motorail Car Park:

You can pre-book car park tickets on the website at www.olympia.london. Pre-bookings are valid for the car park location and selected dates only. On arrival at the car park the vehicle recognition cameras at the entry barrier, should recognise the vehicle, for which you have booked and issue you with a 'pre booked' ticket. **You should retain this ticket for use on exit.** If you lose your ticket, you will be liable to pay the normal parking charges as displayed on the tariff at the entrance to the car park. No refund will be available for your pre-booked ticket. If you exceed the parking time allocated to you by your ticket you will be liable to pay additional charges at the normal car park rates. You will not be able to exit the car park until such charges have been paid.

4. Safety

Please drive carefully in the car park and obey and comply with all directions, speed restrictions and vehicle weight and height restrictions.

Pre-bookings contemplate space bookings for cars, vans and lorries up to 7.5 tonnes. Space(s) for any 18 tonne vehicles or articulated lorries arriving at the car park for parking will be subject to on-site approval by the Company and subject to the availability of space and turning circles.

Vehicles with a height in excess of 4 metres must comply with on-site assisted directions through the designated exit lane.

You should proceed directly to the nearest pedestrian exit on parking your vehicle.

5. Vehicle relocation

If the car park has to be closed in the event of an emergency, the Company may remove your vehicle to an alternative area within the control of the Company.

6. Long term parking

If you are intending to leave your vehicle in the car park for more than 28 days and have not pre-booked your ticket, please notify the Company by calling 0207 598 2576.

7. Abandoned vehicles

Vehicles left in the car park for more than 28 days without prior notification and for which no pre-booking exists will be treated as abandoned. The Company may remove abandoned vehicles from the car park to an alternative garage facility. The Company may also sell abandoned vehicles by auction. Proceeds of the sale will be used to pay outstanding parking charges owed to the Company, the cost of garaging facilities and the expenses of the sale. Any remaining proceeds will be held for the registered owner. The Company will require proof of ownership of the vehicle and identity before paying any remaining proceeds over to the registered owner. If, after making reasonable efforts to contact the registered owner, the Company has not received any valid claim to the remaining proceeds within 12 months of the sale, then the Company may retain them.

8. Prohibited activities

You must not carry out any of the following activities in the car park:

- 8.1 towing of any vehicle;
- 8.2 cleaning, maintenance or spraying of any vehicle, unless written permission has been obtained by the Company in advance;

- 8.3 any activity in connection with the sale, hire or other disposal of any vehicle; or
- 8.4 refilling, replacing or discharging fuel, oil or other fluid.

The Company may remove from the car park any person whom it considers is carrying out any illegal activity, any of the above activities or whom it reasonably considers to be a nuisance, annoyance or danger to any person or who is behaving in a way which is suspicious or dangerous.

9. General

Car parking is subject to availability. The Company reserves the right to refuse admission to the car park in respect of vehicles carrying dangerous loads or livestock or for any other reason related to safety or security. Your ticket is not transferable. The car park may be subject to video surveillance. If you are unable to start your vehicle a member of staff may telephone a vehicle recovery company of your choice.

10. Comments

If you have any comment about any aspect of your use of the car park, please address this in writing to the Customer Services Manager, Olympia London, Hammersmith Road, Kensington, London W14 8UX.

11. Law

These terms and conditions are subject to English law and the English courts have exclusive jurisdiction.