

Contract for Services

The
Parking Ticket
Company

This agreement is between:

1) THE COMPANY

The Parking Ticket Company Limited, Layton House, 3-5 Westcliffe Drive, Blackpool, Lancashire FY3 7BJ.
Company No. 7374092. Registered in England and Wales. VAT Registration No. 129 2852 02

2) THE CLIENT

Company Name:

Address:

Post Code:

Contact Name:

Telephone:

Mobile:

Email:

This agreement is for the provision of parking control services by the Company and its agents to the Client in relation to

3) THE SITE(S)

Post Code:

4) THE SCHEME

The Scheme shall apply: At all times Between 9am and 5pm Weekdays only Weekends only Other

With the following restrictions or conditions:

5) DURATION

This agreement is to begin on
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and shall last for a period of not less than 12 months and until terminated as provided for hereinafter.

Unless expressly preserved under this agreement, this agreement hereby supersedes and revokes any previous agreement that may be in force and sets out the entire relationship between the parties.

6) CONSIDERATION

The Client agrees to pay the Company the sum of

£

plus VAT per annum for the provision of services under this agreement.

DECLARATION

We, the undersigned, hereby confirm that we have read the terms of this agreement and that we are duly authorised or empowered to enter into this agreement on behalf of the Company or the Client as the case may be.

The Client confirms that he is the Owner, Legal Occupier or Managing Agent of the Site(s), and that he is duly authorised or empowered to enter into this agreement and all of the terms herein.

Signed on behalf of the Company

Signature _____ Name (Print) _____ Date _____

Signed on Behalf of the Client

Signature _____ Name (Print) _____ Date _____

7) DEFINITIONS and INTERPRETATION

The interpretation and construction of this Contract shall be subject to the following provisions:

'the Company' means the person named in part 1 of this agreement.
'the Client' means the person named in part 2 of this agreement.
'the site' means the land or area defined in this agreement at part 3 above.
'the creditor' has the same meaning as that given in paragraph 2(1) of schedule 4 of the Protection of Freedoms Act 2012.
'relevant contract' has the same meaning as that given in paragraph 2(1) of schedule 4 of the Protection of Freedoms Act 2012.
'vehicle' has the same meaning as that given in paragraph 2(1) of schedule 4 of the Protection of Freedoms Act 2012.
'parking charge notices' includes references to notices to keepers, drivers and hirers under paragraphs 7-9 inclusive of schedule 4 of the Protection of Freedoms Act 2012.
'The Agent(s)' means any person, legal or natural that The Company appoint to discharge any function or responsibility under this agreement.

Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
Reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
Words importing the masculine include the feminine and the neuter;

If any part of this agreement is subsequently deemed void or unenforceable for any reason then the contract shall be construed without reference to that part. The remainder of this contract shall be unaffected and enforceable as if any such part were omitted.

8) COMPANY OBLIGATIONS

The Company agrees:

- a) To take reasonable care towards the Client and his property in discharging their functions under this agreement.
- b) To provide parking control services, either by themselves or through an appropriate agent, to the client during the term of this agreement.
- c) To erect and maintain whatever signage is necessary to control or monitor parking on the site under this agreement.
- d) To issue any parking charges under this agreement and to take such enforcement action as the Company deems necessary.

9) CLIENT OBLIGATIONS

The client agrees:

- a) To allow the Company to do all that is necessary to discharge their obligations as defined in part 8 above. This includes having reasonable access to the site at all times.
- b) To notify the Company in writing forthwith if any of the signs or equipment owned by the Company is lost or damaged.
- c) To take reasonable steps to prevent any loss or damage to the Company's property.
- d) To pay any monies that they owe to the company under this agreement within 14 days of being invoiced for the same.
- e) Not to enter into discussions with the recipient of any parking charge nor to interfere with the collection and enforcement of such charge.
- f) To notify the Company immediately in writing of any change of the owner or legal occupier of the site or of their managing agents which may affect any term under this agreement.

10) SCOPE OF PARKING CONTROL SERVICES

The Company shall provide the following parking control services:

The Company shall erect signs on the Site advising motorists of the terms of the enforcement scheme. The Company shall then provide parking control by issuing Parking Charge Notices to drivers who do not comply with the Client's normal conditions or restrictions of parking.

The Company shall be entitled to enforce such charges against any recipient in any manner they feel appropriate.

The Company shall employ appropriate detection and enforcement methods; this may include (without limitation) the use of parking attendants to issue charges by affixing notices to vehicles, automatic number plate recognition technology or CCTV.

11) RIGHT TO RECOVER PARKING CHARGES

It is expressly agreed that The Company shall have the right to enter into a 'relevant contract' with any person who parks any vehicle on the site to which this agreement relates. And, The Company has the right to recover any such parking charges that may be due under any such contract and is to be considered as 'the creditor' as defined in Schedule 4 of the Protection of Freedoms Act 2012.

The Company shall have the right to retain any monies recovered by them or their agents from any person in relation to parking charges under or pursuant to this agreement.

12) SUB – CONTRACTING

The Company, or its appointed agent, shall have the right to appoint an appropriate agent or agents (hereinafter The Agent(s)) of their choice to discharge any or all of their obligations under this agreement. Agents so appointed shall have the same delegated permissions as the Company under this agreement including, but not limited to, the aforementioned right to recover parking charges imposed on the site(s). Where an agent is appointed, they are to be regarded as 'the creditor' as per the Protection of Freedoms Act 2012. The client agrees that where the Company appoints an agent to perform their obligations, the Client's obligations shall extend to the agent as if they were the Company.

Where the Parking Ticket Company appoint an agent to discharge the Company's obligations under this contract, the Company shall remain accountable to the Client for the provision of parking control services but The Company shall not be liable for any loss or damage to any third parties arising out of any negligent act or omission or any other breach of duty of any kind by the said agent.

The Company warrants only to appoint agents who are themselves members of an appropriate Accredited Trade Association where they are appointed to provide parking control services.

13) INDEMNIFICATION

The Company agrees to indemnify the Client against any negligent acts or omissions of themselves, their employees, their servants or agents.

The Client agrees to indemnify the Company against any loss or injury howsoever it may be caused to any person whilst on the site during the term of this agreement save for when such loss or injury is due solely and directly to the negligent actions or omissions of the Company or their employees, servants or agents.

14) OWNERSHIP OF PROPERTY

All signs, equipment, permits and other property installed, provided or replaced by the Company under or in connection with this agreement shall at all times remain the property of the Company.

15) CONFIDENTIALITY

Each party to this agreement undertakes not to disclose the contents of this agreement to any person who is not a party to it or is not acting as their advisor, employee, servant or agent or unless it is required to be disclosed by any rule of law.

16) TERMINATION OF THE CONTRACT

This agreement may be terminated with the express agreement of both parties at any time.

The Company or the Client may terminate this agreement at any time after the minimum period as defined above has elapsed by giving the other party not less than 14 day's notice in writing.

Upon termination of this agreement the Client agrees to return all equipment which is owned by the Company by recorded delivery within 14 days of the same and to pay the cost of replacement of any such property not so returned.

After the expiry of the term defined in part 5, this agreement shall continue to remain in force in the absence of this agreement being terminated in accordance with the above or any other rule of law,

17) FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event

18) JURISDICTION

This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.