



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: Llangrannog P&D Car Park

Site Code: OPS1136

Site Address: Ceredigion, Wales

Site Postcode: SA44 6SL

Site Contact: [REDACTED]

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.
ICO: ZA132553.



THIS AGREEMENT is made,
BETWEEN:

1) The Eastmoor Trust 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 / 04 / 2019 (For a period of 1 month then rolling on month by month thereafter)
DD MM YYYY

LOCATION: Llangrannog Car Park, Llandysul, Ceredigion SA44 6SL

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

Site Contact Details:

Site Contact: [REDACTED] Contact Tel. No: [REDACTED]

Site Contact email: [REDACTED] uk and [REDACTED] ourt.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 if applicable
The cost for providing the service will be as follows: (FOC = Free of Charge)

Set up costs + 1st Year incl. warning boards £ ...FOC.....

Customer Details:

H/O Contact Name: [REDACTED]

H/O Tel. No.: [REDACTED]

H/O Company Name: The Eastmoor Trust

Address: Campion Gardens Village, Clyne Common, Swansea

Post Code: SA3 3JB

Contact email: [REDACTED]

Am

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 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 Customer will provide OPS with details of any vehicles authorised to park on the site. All such vehicles will be entered on to the vehicle exemption list. (VRM LIST or Whitelist)
- e) The Customer may call the control centre 24 hours per day, 364 days per year and report unauthorised vehicles that are parked on their property. OPS will then endeavour to take appropriate action though it is understood that as a shared service for operational reasons this may not always be possible.
- f) This agreement is for an initial period of one month, which will roll forward month on month basis unless terminated by either party. After 1 month 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.
- g) Additional signs will be provided by OPS.
- h) Appeals relating to the Landowner/ Customer will be available on request.
- i) 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 Customer 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 (1 month) 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 1 month 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.
- b) The Customer will have access to the IZATPARK application to issue a manual PCN when required.
- c) The Customer will be provided "log in" access to the OPS website to issue a manual PCN when required.
- d) OPS shall access the ticket machine back office software in order to reconcile the record of payments for parking with the record of number plates as shown via the ANPR system, in order to identify the parking infringement and issue a PCN accordingly.
- e) OPS shall after reconciliation and prior to the issue of a PCN access the payment record of JustPark Parking Ltd in order to ascertain whether a payment has been made.

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, providing the request to rescind is within 28 days, there will be no charge to the Customer. 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@oneparking.co.uk
- d) All PCN proceeds collected by OPS in payment of PCNs shall be submitted directly to the Customer's bank account and the Customer shall be provided with a reconciliation detailing payments received.

- e) Cancellation requests can only be made if the PCN has not had an appeal registered with POPLA (Parking on Private Land Appeals) and/or with Debt Recovery and/or filed in the County Court in these instances 100% of the outstanding balance is due without further negotiation.

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: HIGH STANDARD SERVICE
- i) OPS will do their utmost to insure the customer gets a swift, professional service

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 10 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.

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 and treated in the same way as any other unauthorised parked vehicle.

Signs and Information

- a) At the commencement of this agreement, OPS will visit the site and affix warning signs in compliance with planning approval, details of which will be provided by the Customer. 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 (£100 if paid within 28 days of issue, reduced to £60.00 if paid within 14 days of issue, late/non-payment may incur additional debt recovery fees (Full PCN Fee + up to £108.00 debt recovery costs) If needed, then the County Court Costs & Legal Fees will be added and any interest due at the prevailing rate totalling up to £283.00 per PCN payable.
- 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 Customer 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 Customer after the termination date.

13) Photographs

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

14) 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.

15) Charges

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

16) Payments

- a) Payments will be accepted in any reasonable form including: Online, Telephone, Cheque.
- b) 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) Name of person to whom receipt given
- v) Full amount paid and method of payment
- vi) Date and time of payment
- vii) Site where the PCN was issued

17) Education and Training

Our 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.

18) Service:

OPS agree that they will:

- a) Provide the system for the parking ticket operations.
- b) Provide signs.
- c) Install the Parking enforcement System.

- d) Deal with all appeals and notice related paperwork.
e) Inform the Customer of any appeals that require their input.

19) 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 Customer for any and all losses arising out of the services provided under this agreement, including losses suffered by the Customer, 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 Customer 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 Customer's company logo on any advertising campaign including websites and brochures for the duration of this contract.

20) Obligations of the Customer

- 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 

Date 14/03/2019

Signed by the freeholder and/or authorised party (managing agent) to sign on behalf of the freeholder (Customer).

Signature 

Name 

Date 14/03/19

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

Telephone: 01903 692966
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