



## VEHICLE PARKING TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. 'The Company' shall mean Isotank Depot Services Limited, or other member of the Isotank Group of Companies as appropriate, whose registered office is at Limerick Road, Dormanstown, Redcar, Cleveland, TS10 5JU.
- 1.2. 'Vehicle' shall mean any motor vehicle, tractor unit, trailer, semi-trailer including any additional equipment and accessories, which is received into the parking area.
- 1.3. 'The Customer' shall mean the body, company (whether limited or otherwise) partnership or individual who wishes to use the facilities at an Isotank Group depot.
- 1.4. 'The Services' shall mean parking at any facilities within the Isotank Group of Companies.

### 2. PERFORMANCE

- 2.1. Subject to these conditions, which shall govern the contract to the exclusion of any other terms and conditions, the Company shall provide the Services to the Customer at the Customer's request.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing between authorised representatives of the Company and the Customer. The only authorised representatives of the Company are the company secretary or Directors.
- 2.3. The Company gives no warranty that the parking area is legally or physically fit for the services.
- 2.4. The Customer must not in any way impede the Company or its officers, servants or agents, in the exercise of its rights of possession and control of the parking area.
- 2.5. The parking area may be open to third parties and as such the Company cannot guarantee the security of any vehicles or contents.

### 3. CUSTOMER WARRANTIES

- 3.1. Unless otherwise agreed, to pay the Company all parking charges monthly in advance.
- 3.2. Be aware that all vehicles are parked at the Customer's own risk. This specifically means that the Company has no responsibility for any loss or damage of any vehicles, equipment or property belonging to the Customer or any of its Employees; Customers; Suppliers or other Agents. Unless otherwise requested by the Company, the Customer should ensure all vehicles are securely locked. Wherever possible all possessions should be taken from the vehicle or if this is not possible they should be locked out of sight. Customers are reminded that their motor insurance policies may not cover possessions in the vehicle and as such the Company recommends separate insurance cover be considered by all Customers to cover this risk.

- 3.3. Not to do anything that may void or increase the premium payable for any for any policy or insurance maintained by the Company in respect of the Company's property.
- 3.4. Not to damage or cause any damage to any of the Parking Spaces nor to any part of the Company's Property including (but without limitation) the fences surrounding the Company's Property and the Entrance / Exit gates and Barriers and any other equipment or material held on site by the Company (without any prejudice to any other rights which the Company may have in respect of breach of this obligation) and to pay the Company immediately upon demand the cost incurred or to be incurred for remedial work of any such damage including any costs incurred in recovering said costs.
- 3.5. To leave the Parking area empty and clean and free from all rubbish and repay any costs that may be reasonably incurred by the Company to ensure that the Parking Spaces are returned to a condition which in the Company's sole opinion is acceptable. For the avoidance of doubt the Customer must indemnify the Company against any losses in respect of damage to, or pollution of, the environment or damage to property or harm to human health.
- 3.6. Ensure the security of the site is maintained and as such to notify the Company of the names, telephone, fax and e-mail contact details of the persons representing the Customer who can be contacted should this be required at any time. Where site keys or other access controls have been allocated then the customer shall maintain a suitable record, provide a copy to the Company on request and notify the Company of any breach in security at the earliest opportunity. Replacement keys will be charged at full cost plus a handling fee.
- 3.7. With the exception of the Company's liabilities as detailed below the Customer must keep the Company indemnified against any claim for Loss, damage or costs whatsoever in respect of any loss or damage to property or death or personal injury to any person caused by or arising from the service, its employees or agents of the Parking Spaces and / or the Company's Property whether such claims arise out of the negligence, breach of duty or other wrongful act or omission and procure insurance against all such matters and provide reasonable evidence of such insurance when called upon to do so.

### 4. COMPANY LIABILITIES

- 4.1. The Company and its servants will accept liability in respect of any loss, destruction, damage or theft only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company and it's servants or the dishonesty of it's servants.
- 4.2. The Company and its servants will accept liability in respect of the death or personal injury sustained by customers and others in the parking area only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company and its servants.

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### 5. GENERAL SITE RULES & REGULATIONS

- 5.1 The Customer will ensure that all its Employees; Customers; Agents and other persons whom may visit the site will abide by all general site rules as detailed below and also specific rules for the parking location as may be updated by the Company from time to time.
- 5.2 The Customer will notify the Company regarding any material change in its business, which may affect the overall nature of the relationship between the Customer and the Company.
- 5.3 The Customer will specifically ensure that any Health, Safety, damage and / or Environmental incidents which occur on site involving its Employees; Customers; Agents and any other persons connected with the Customer's business are immediately reported to the Company Site Manager and that, without prejudice to any other obligations that the customer may have, that the Customer will take all steps to remedy the consequence of such incidents and indemnify the Company from any costs whatsoever arising as a result of these occurrences without limitation.
- 5.4 The service offer is for parking of commercial vehicles and as such without the written permission of the Company other activities are not permitted. The following list provides examples of activities, which cannot be undertaken without prior agreement.
- Parking of Vehicles which are not roadworthy.
  - Storing petrol or flammable gas except in the fuel tank of the vehicle.
  - Parking laden vehicles – note where permission is granted it is mandatory that the Customer provides appropriate information in writing regarding the nature of the load being held at the Premises.
  - Carrying out product transfers.
  - Undertaking working on equipment.
  - Depositing rubbish or storing anything outside a vehicle.
  - Unnecessary noise and the emission of excessive smoke or fume.
  - Using the Parking Spaces for any illegal or immoral purposes.
  - Using the Parking Spaces for any purpose, which causes or might cause a nuisance or annoyance to the Company or to neighbouring occupiers.
  - Parking vehicles outside the Parking Spaces or in any other way obstructing any other part of the Company's Property.
  - Display signs or notices.

### 6. LIEN

- 6.1 The Company shall have a general Lien against the Customer, where the Customer is the owner of any Vehicle which is from time to time in the possession or under the control of the Company for any monies whatever due from the Customer to the Company.

- 6.2 If such a lien is not satisfied within a reasonable time, the Company may, at his absolute discretion sell such Vehicle as agent for the Customer and apply the proceeds towards the monies due and the expenses of retention, insurance for the sale of the Vehicle and shall, upon accounting to the Customer for any balance remaining, be discharged from liability whatever in respect of the Services. In the event of the monies due to the Company and the expenses of retention, insurance and sale of the Vehicle exceeding the proceeds of the sale the Company shall be entitled to recover the difference from the Customer. Where the Customer is not the owner of the Vehicle, the Company shall have a particular lien against the said owner, allowing him to retain possession, but not dispose of, the Vehicle against monies due from the Customer in respect of the Services.
- 6.3 The risk of all Components shall pass on delivery of the same but the equitable and beneficial ownership and property in such Components shall remain in the Company until payment has been received in full for all Components which the Company has agreed to sell to the Customer and for which payment is then due. Until such full payment the Customer shall not sell or attempt to sell such components to another. If the Customer does purport to sell such components in breach of this condition then without prejudice to any other right or remedy available to the Company, the Company's equitable and beneficial ownership and property in such components shall attach to the proceeds of such purported sale by the Customer or the Customer's claim such proceeds.

### 7. IMPOSSIBILITY OF PERFORMANCE

- 7.1 The Company shall be relieved of its obligations to perform the Contract to the extent that the performance is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

### 8. ARBITRATION

- 8.1 Any dispute differences or questions which shall at anytime hereafter arise between the Customer and the Company touching any claim against the Company pursuant to these conditions shall be referred to arbitration of a single Arbitrator to be agreed by the parties or appointed at the request of either party for example by the President of the Road Haulage Association. The cost of any such arbitration shall be in the discretion of the Arbitrator and the order of the Arbitrator shall be a condition precedent to any Legal proceedings in respect of any of the matters hereby agreed to the subject of arbitration. The arbitration shall, unless otherwise agreed, be held in the town wherein the Company has its main administration office.

### 9. GOVERNING LAW

- 9.1 The contract and these terms and conditions shall be construed and governed by the law of England.
- 9.2 A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable or liabilities due from the Customer of the Company.