

# TERMS AND CONDITIONS

These terms and conditions cover the use of the car park owned by Knowles Warwick Limited by users attending matches played by the first team of Sheffield United FC during the 2019/20 season. Charges are based on league games only and any cup games are included in the charge.

## 1. General Terms

- 1.1. This Agreement is made between Knowles Warwick Limited ("We") who operate the car park and the User ("You").
- 1.2. The User in this agreement is someone who parks their designated vehicle in the car park at 500 Charlotte Road, Sheffield S2 4ER.
- 1.3. By entering into this Agreement you agree to these Terms and Conditions.
- 1.4. By entering into this Agreement you also agree to our Privacy Policy and Cancellation Policy.
- 1.5. We reserve the right to amend these Terms and Conditions from time to time without providing advance notice to you. If there are changes made to the Terms and Conditions we will endeavour to inform you. Any changes will be posted at [www.knowleswarwick.com/parking](http://www.knowleswarwick.com/parking), and will apply from the time of posting.

## 2. Your Responsibilities as a User of the Car Park

- 2.1. You agree that these terms are fair and reasonable in all circumstances. However, if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 2.2. We may suspend or close your account at any time if you are in breach of any term of this Agreement. We may also suspend or close your account if you do anything to put our goodwill or reputation at risk. If we suspend or close your Account you will not be able to use the car park any longer.
- 2.3. To make a booking we will require that you provide us with adequate information, including but not limited to; full name, mobile phone number, bank details, car registration number and a valid email address. We may also require additional information from time to time. Please note that any personal information that you provide to us will be subject to the Knowles Warwick Limited Privacy Policy ("Privacy Policy"). The Privacy Policy forms part of this Agreement.
- 2.4. We will not be held responsible if you fail to provide contact information or you do not receive a booking confirmation or other information from us that you may be expecting. If you become aware that you have supplied invalid contact information, please inform us immediately to correct the information we hold about you.
- 2.5. Some email providers can screen email communications from us and therefore force emails including Booking Confirmations into your Junk folder, or any other folder that may not be your inbox. We will not be held responsible for emails that do not end up in your inbox.
- 2.6. You grant us the right to communicate with you in any channel or method we choose, including but not limited to, email, phone, text message or any social media platform.

## 3. Limitation of Liability

- 3.1. We will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will Knowles Warwick Limited be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of:
  - 3.1.1. errors, mistakes, or inaccuracies on our Website; or



## **7. Termination**

- 7.1.** In the event that this Agreement is terminated while any fees or charges whatsoever are outstanding to us then you must pay all outstanding fees or charges to us immediately without set-off or deduction.
- 7.2.** We will be entitled to terminate this Agreement immediately if:
  - 7.2.1.** you are in material breach of any of the terms of this Agreement;
  - 7.2.2.** you do anything to put our goodwill or reputation at risk;
  - 7.2.3.** you cancel a booking other than in accordance with the Cancellation Policy;
  - 7.2.4.** you refuse to cooperate with us in respect of this Agreement;
  - 7.2.5.** we believe that a drivers safety or vehicle safety is at risk; or
  - 7.2.6.** you default on your rental payment.

## **8. Booking Agreement**

This Agreement sets out the terms and conditions on which Knowles Warwick Limited agrees to permit you to use the car park.

- 8.1.** Each party acknowledges that the Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other
- 8.2.** You may not incorporate any additional terms into the Agreement.
- 8.3.** You are not entitled to permit another person to use the car park under this Agreement.
- 8.4.** You must only use the car park at the times specified under this agreement.
- 8.5.** You must use the vehicle the details of which have been notified as part of the Booking. If you use a different vehicle they may be unable to park. If you wish to change the registered vehicle to be used in the car park, you must contact Knowles Warwick Limited in advance.
- 8.6.** During the Booking Period, if you have any concerns or queries about the car park you must contact us immediately on 07802 863880.
- 8.7.** You must vacate the car park and cease using the car park by the end of the Booking Period.
- 8.8.** You acknowledge that the car park is someone else's property and agree not to access any other part of the property to which the Parking Space is attached, other than as reasonably required to directly access the Parking Space.
- 8.9.** You have primary responsibility for your own safety, and any passengers in your vehicle and for the safety of their vehicle during the Booking Period and agree that Knowles Warwick Limited is not responsible for ensuring your or any passengers safety, or the safety of your vehicle.
- 8.10.** You agree to provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid.

## **9. Mutual Warranties**

- 9.1.** Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

## **10. Your Warranties**

You will:

- 10.1.** Keep the car park clean, tidy and clear of rubbish and leave the car park in the same condition as you find it;
- 10.2.** Park the vehicle in the car park without obstructing any adjoining or nearby parking spaces or property;
- 10.3.** Notify Knowles Warwick of any damage to the car park during the Booking Period as soon as it occurs;

- 10.4.** Not do or permit to be done in the car park anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to any other user of the car park;
- 10.5.** Not conduct any illegal activity from the car park;
- 10.6.** Not conduct any business or commercial activity whatsoever in the car park;
- 10.7.** Not use the car park for any purpose other than for parking;
- 10.8.** Indemnify and hold harmless Knowles Warwick Limited against all loss, liability, damages, costs and expenses arising from your negligence in connection with the car park, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of Knowles Warwick Limited; and have at all material times a valid driving license and vehicle registration.
- 10.9.** The above warranties are given at the commencement of and on an on-going basis during the term of the agreement.

## **11. Payment**

- 11.1.** Payment will be collected by direct debit on the first of the month from August to April in each football season.
- 11.2.** In order to register an account you are required to provide us with bank account details to enable us to take payments from you.
- 11.3.** If your payment is not received or fails we may collect monies owed using other collection mechanisms and we reserve the right to charge you for all additional fees and expenses we may incur (including legal fees and costs) in attempting to collect fees through commencing collection efforts, using the services of an external debt collection agency or issuing legal proceedings.
- 11.4.** Once payment has been received we will send a Booking Confirmation Email.
- 11.5.** You agree that we may issue you with invoices and receipts in electronic format by email or other method.

## **12. Complaints and Disputes**

- 12.1.** You agree that in the event of a dispute in relation to this Agreement, you will attempt to resolve it in the first instance by directly communicating with us.

## **13. Confidentiality**

- 13.1.** We both agree not to disclose any confidential information of each other. For the purposes of this agreement, confidential information includes information of a confidential nature which is obtained during the course of their contractual relationship or as a result of their use of the Parking Space and which is not publically available information.