

## **CHERINGTON CAR PARK TERMS AND CONDITIONS**

1. The Space is only available for use by any persons on the Electoral Roll for the Parish. One space will be allotted per household unless there are spare spaces
2. The space once allotted must be used as far as reasonably possible and the car should not be parked on the highway
3. Only vehicles with current Road Fund Tax Disc and Valid Insurance are permitted to park on the Space.
4. Vehicles in excess of 2.25 metres in height must not be parked on the Space.
5. This licence is personal to the Car Owner and cannot be assigned or the benefit passed on to anybody else. If the Car Owner changes his vehicle during the term of the Licence he may give written notice of such change to the Clerk to the Council and then (so long as such vehicle complies with all the provisions of this Licence) this Licence shall apply to such alternative vehicle. The Council may require the Car Owner to enter into a new Licence for that vehicle.
6. Parking is at the Car Owner's risk and the Council is not responsible for any loss or damage to any Car or the contents or the death or injury or damage to persons or property arising from this Licence and the use of the Space and the Car Park.
7. The Space may only be used for parking of a car and no repairs, car maintenance, filling or emptying of tanks may be undertaken.
8. The Car Owner must indemnify the Council against all actions, proceedings, costs, claims or liabilities arising from the parking of the Car and use of the Space and the Car Owner is responsible for insuring against any such liability and against all such usual risks and third party liability including fire and theft.
9. All sums payable under this Licence unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties and taxes payable in respect of such sums are to be payable in addition to them.
10. This Licence is to determine:
  - 10.1 If the Car Owner fails to keep any of the above Terms and Conditions and other obligations under the licence.
  - 10.2 Upon the expiration of not less than one month's written notice, expiring on any quarter day given by either party to the other.
  - 10.3 On termination of this Licence the Car Owner must remove the Car from the Space and this licence will determine but without prejudice to any rights which the Council may have for breach of the Terms of this Licence.
11. If there shall be any dispute between car owners the matter will be settled by the Council whose decision shall be final.