

**HIGH LEVEL BRIDGE**

**MEMBERSHIP APPLICATION FORM**

**(BLOCK CAPITALS)**

NAME: (Mr/Mrs/Miss/Firm) \_\_\_\_\_

HOME ADDRESS:

WORK ADDRESS:

\_\_\_\_\_

POST CODE: \_\_\_\_\_

POST CODE: \_\_\_\_\_

Daytime Telephone No. \_\_\_\_\_ Email. \_\_\_\_\_

Date Parking Required From: \_\_\_\_\_

**I/WE AGREE:**

1. TO ABIDE BY THE CAR PARK AGREEMENT AS OVERLEAF SUBJECT TO WHICH ACCESS TO THE CAR PARK IS PERMITTED
2. TO PAY THE PARKING FEE ON OR BEFORE THE DUE DATES
3. **TO DISPLAY ON THE VEHICLE A VALID MEMBERSHIP BADGE AT ALL TIMES**

**PLEASE FIND ENCLOSED:**

- (i) CHEQUE made payable to "High Level Car Park Co." in the sum calculated at £17 per week/part week from that in which parking is required until the 1st day of the month when -
- (ii) my / our BANK STANDING ORDER (AS ALSO ATTACHED) will commence
- (iii) plus CHEQUE in the sum of £20 for the Gate Key deposit (refundable)

Signed: \_\_\_\_\_

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**FOR OFFICIAL USE ONLY:**

**MEMBERSHIP NUMBER:** \_\_\_\_\_

**DESIGNATED PARKING SPACE:** \_\_\_\_\_

**KEY NO:** \_\_\_\_\_ **DATE OF ISSUE:** \_\_\_\_\_

## **CAR PARK AGREEMENT**

### 1.1 Parties, Premises and Licence

Where the High Level Car Park Co. (the "Licensor") agrees to grant to the person firm or company (the "Applicant") named on the Membership Application Form ("the Application") a parking space(s) for motor cars within the High Level Car Park at Half Moon Lane, High Level Bridge, Tyne & Wear (the "Car Park"), the same shall be subject to the following terms and those set out in the Application which shall consist the entire and complete agreement between the parties and no representation warranty or term made by or on the Licensor's behalf or in any publication shall be effective or binding unless set out in the Application or as otherwise in writing and signed by the Licensor:-

### 1.2 Designated Parking Bay(s)

The space(s) granted by the Licensor shall be sufficient to park a single motor car not exceeding 1.8m x 4.7m within the Car Park in such parking bay (the "Bay") as the Licensor may from time to time designate for use by the Applicant or failing which by vehicles generally.

### 1.3 Access Hours & Badges

Normal access hours for those Members issued with Gate Keys is 24 hours each day. For members not issued with gate keys access shall be 0800 hrs - 1800 hrs Monday to Friday subject to adjustment at the Licensor's absolute discretion. Vehicles shall prominently display in their windscreen valid membership badges issued by the Applicant. The Licensor may close all or part of the Car Park for maintenance as required or may make use of or let the Bay outside the normal access hours notwithstanding Clause 1.4 if the Bay is vacant at use. The Licensor shall not be responsible for any inaccessibility or use due to weather or other conditions outside its control.

### 1.4 Gate Keys

On payment of a refundable deposit, the Applicant shall be permitted use of a Gate Key to enable access outside the above hours and at weekends. The Gate Key, membership badge and sign shall remain the absolute property of the Licensor and be returned on termination of this Agreement or otherwise on demand by the Licensor. In the event the key is lost by the Applicant, the Applicant shall forfeit the deposit and notify the Licensor immediately. Key holders shall lock the gates on leaving unless another Member is present in the Car Park.

### 1.5 Licence Period

The Licence Period shall commence on the Licensor's acceptance of the Applicant's application until the date on which the Applicant's rights under Clause 1.1 to 1.3 above are determined in accordance with Clause 3.2.

### 1.6 Licence Fee

£70 per month or such other amount as the Licensor may from time to time determine in its absolute discretion on not less than 30 days' notice to the Applicant. In the event that the Applicant wishes to continue this agreement it agrees to immediately issue instructions to its bank to vary the amount of the standing order payment in favour of the Licensor to the new amount commencing on the date so designated by the Licensor.

## **2. APPLICANT'S UNDERTAKINGS**

The Applicant agrees and undertakes:

- 2.1 To pay to the Licensor the Licence Fee on the first day of each month of the Licence Period, the first payment to be made with the Application, failing which a Parking Enforcement Charge of £100 for each day (or part thereof) of parking will be due - to be reduced to £70 if payment is received not later than 14 days from issue of the said Enforcement Charge.
- 2.2 Not to display any signs or notices at the Car Park and not to carry out any trade or business in the Car Park without written consent of the Licensor. Not to park elsewhere in the Car Park than in the Bays and not to prevent or restrict other users of the Car Park from accessing or alighting to or from their bays and not to cause injury loss or damage to other users or their vehicles or contents.
- 2.3 Not to park their car or use the Bay the Car Park or access roads or pavements thereto in such a way as to cause any nuisance noise loss damage disturbance annoyance inconvenience or interference to the Car Park or adjoining or neighbouring property or to the Licensor or to the owners occupiers or users of such adjoining or neighbouring property and not to obstruct the same or to cause dirt or untidiness nor leave any rubbish in the Car Park. Nor to assign or otherwise transfer its rights or interest under this Agreement.
- 2.4 To pay the Licence Fee by the due date and ensure that their vehicle is parked in a Bay and adequately displays at all times the valid membership badge as issued to the Applicant. Should the vehicle be present in the Car Park without a valid badge being displayed the Licensor may apply to DVLA for information as to the registered keeper. The Licensor may, after the vehicle has been noted to have been present for a duration of 7 days starting on the date first when a Warning Note and/or Parking Enforcement Charge was issued, also apply to DVLA for a registration certificate to be issued in the Licensor's or its agent's name as keeper. The Licensor as registered keeper may remove the vehicle and use or dispose of it by such means as it considers appropriate (by sale or scrapping), and retain such part of any received funds on account of its costs charges and fees. The Licensor shall not be liable to any loss, depreciation, loss of use, profit, property, interest in or damage to the vehicle due to such actions so taken.
- 2.5 Not to impede the Licensor or its officers servants or agents in the exercise of the possession and control of the Car Park.

## **3. GENERAL**

- 3.1 **The Applicant accepts that all persons and their vehicles enter and park entirely at their risk and responsibility and subject to the terms herein. The Licensor its servants or agents shall not be liable for any loss injury or damage to persons vehicles or contents howsoever caused to the Applicant or any third parties whilst in or using the Car Park, and the Applicant will indemnify the Licensor for any liability whether foreseeable or otherwise which it may suffer to the Applicant or third parties as a result of the Applicant's breach of the Agreement. This clause shall not affect the Applicant's statutory rights.**
- 3.2 The rights granted in Clause 1 shall determine:-
  - 3.2.1 on breach by the Applicant of Clauses 1 or 2 without prejudice to the Licensor's rights in respect of any preceding breach;
  - 3.2.2 on not less than 28 days notice by either party.
- 3.3 The Licensor reserves the right upon notice to cancel this licence to use the Car Park or Bay either temporarily or permanently. If the Licensor notifies the Applicant that no alternative Bay is available it shall in full satisfaction of its liability refund such proportion of the Licence Fee as paid which remains unused for the period so cancelled or unavailable to the Applicant.
- 3.4 All notices required to be given by either party pursuant to the provisions of this agreement shall be in writing and be sufficiently served if delivered by hand or sent by post to the other party at the address given in the Application or hand delivered to the Applicant or left on the Applicant's vehicle at the Car Park.

**STANDING ORDER MANDATE**

To .....**Bank / Building Society** \*


of (Bank Address) ..... \*

Sort Code \* ..... - ..... - .....      Account No. \* .....

**Please Pay :**

<b>Coutts &amp; Co</b>	<b>440 The Strand, London</b>	<b>Sort Code: 18-00-02</b>
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Beneficiary's Name	Account Number
<b>HIGH LEVEL CAR PARK Co</b>	

<b>Quoting Badge Reference</b>	<b>No.</b> *	 (HLCP badge number when issued)
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**the sum of £70 (say Seventy Pounds only) Commencing on:**

<b>Date of First Payment :</b>	<b>1st day of</b>	<b>2018</b>
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**And thereafter every month until further notice in writing on the:**

<b>Date of Each Month :</b>	<b>1st day</b>
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**And debit my / our account accordingly**

**PLEASE CANCEL ALL PREVIOUS STANDING ORDER / DIRECT DEBIT MANDATES IN FAVOUR OF THE ABOVE ACCOUNT OF HIGH LEVEL CAR PARK Co.**

<b>SIGNED :</b>		*
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<b>NAME :</b>		*
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<b>DATED :</b>		*
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<b>Tel No. :</b>		*
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