

Swindon Car Park Terms & Conditions of Use

Terms and Conditions of Use

Please read these Terms and Conditions (the "Terms") carefully as they affect your rights and liabilities under the law and set out the terms under which McArthurGlen UK Limited ("McArthurGlen") makes the Car Park (as defined below) available to you at the Swindon Designer Outlet.

By entering the Car Park, you are accepting these Terms.

1. Definitions

1.1 When the following words are used in these Terms, this is what they will mean:

1.1.1 "us", "we" and "our" means McArthurGlen UK Limited (company number 02810264) all with registered address at Nations House, 3rd Floor, 103 Wigmore Street, London, England, W1U 1QS;

1.1.2 "ANPR" has the meaning given to it in paragraph 13.1;

1.1.5 "Car Park" means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles at the Site;

1.1.6 "Parking Tariff" means the parking tariff payable by you to us (as varied from time to time) in accordance with section 5;

1.1.7 "Site" means the Swindon Designer Outlet, Kemble Drive, Swindon, Wiltshire, SN2 2DY

1.1.8 "vehicle" means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories.

3. MCARTHURGLEN'S RESPONSIBILITY TO YOU

3.1 Other than liability for death, personal injury or (subject to clause 14) loss of or damage to your vehicle while parked at the Car Park resulting directly from McArthurGlen's negligence, for fraudulent misrepresentation, and/or for anything else that cannot be excluded or limited by English law, McArthurGlen and its employees, representatives and contractors shall not be liable for any loss or damage howsoever arising.

3.2 We will not be liable to you for any special, indirect, or consequential loss, or any loss of profit, loss of enjoyment, loss of revenue, loss of data or loss of earnings.

3.3 If your vehicle is damaged in the Car Park, or if you notice any damage to another vehicle at the Car Park, including its content in the Car Park, you should report it immediately to an appropriate member of staff.

3.4 Crime including criminal damage, theft or attempted theft should be immediately reported to the local police.

3.5 You should bear in mind that McArthurGlen cannot guarantee that members of the general public will not enter the Car Park and cause damage to property or engage in criminal behaviour. Your use of McArthurGlen's Car Park is at your own risk.

4. SECURING YOUR VEHICLE AND POSSESSIONS

4.1 Before you leave your vehicle, please ensure that your vehicle is securely locked, including the windows and that the handbrake is applied.

4.2 Wherever possible please take your possessions with you when you leave your vehicle.

4.3 If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.

4.4 You are reminded that your motor insurance policy may not cover possessions in your vehicle.

4.5 We cannot guarantee the security of your vehicle and/or its contents and we are not responsible for any consequence or loss arising from a failure by you to leave your vehicle securely.

5. TARIFFS AND TIMES

5.1 Parking Tariffs and opening / closing times are displayed at the Car Park entrances and other areas in the Car Park (as amended from time to time).

5.2 You are obliged to pay the Parking Tariff and to comply with any instructions on a Car Park tariff board as supplemented by these Terms.

6. Traffic Orders and Bylaws

The use of this Car Park may be regulated by traffic orders or bylaws under which a penalty may be payable for failing to comply with these Terms or the requirements of the relevant order or bylaw. In such circumstances, separate notices specifying the relevant order or bylaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or bylaws.

7. SAFETY IN THE CAR PARK

7.1 You must drive carefully in the Car Park and obey all directional signage and speed limits.

7.2 Once you have parked your vehicle, please follow the designated pedestrian walkways.

7.3 You must ensure that your vehicle is parked fully within a parking space. Please do not park your vehicle over more than one parking space.

7.4 If you are parking a motorcycle, you must only park the motorcycle within the area designated for motorcycle parking and not in any other bay.

7.5 You must not park in a reserved or restricted area (including any hatched areas) of the Car Park or any other area other than a marked parking bay.

7.6 You must comply with all instructions or requests given by any of McArthurGlen's employees, representatives, and contractors.

7.7 You must ensure that children or animals are accompanied and properly supervised at all times when they are using the Car Park. Please be aware of other vehicles in motion around the Car Park.

8. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK

8.1 If you damage another vehicle or any property or structure within the Car Park, you will be liable, and you must report this immediately to a member of McArthurGlen's staff.

8.2 You will be asked to give details of your vehicle registration, and any other vehicle involved, your full name and address and the name and address of your vehicles' insurance company, together with your policy number.

8.3 If you, your vehicle, its contents or the passengers in the vehicle damage any property or structure within the Car Park then, except where the damage arises as a direct result of our negligence, you may be required to repair the damage (to McArthurGlen's reasonable satisfaction) or to pay the reasonable costs that McArthurGlen has to pay to repair the damage and associated administration costs.

9. CLAIMS AND COMPLAINTS

9.1 If your vehicle sustains damage while in the Car Park, your vehicle is stolen, or any possessions are stolen from your vehicle while it is in the Car Park you should:

9.1.1 immediately inform either a member of staff at the Car Park or otherwise notify Guest Services;

9.1.2 in the case of theft, immediately inform the police; and

9.1.3 notify your insurers promptly.

9.2 Any claims against us or complaints about the service you have received, should be addressed to Guest Services Team at enquiries@swindondesigneroutlet.com. In the case of a claim, full details should be provided to us as soon as possible.

Before submitting a claim, please refer to section 3 (McArthurGlen's responsibility to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

10. PROHIBITED ACTIVITIES IN THE CAR PARK

10.1 You are not permitted to:

10.1.1 carry out any activity in connection with the selling, hiring or disposal of vehicles or any other goods or services;

10.1.2 park your vehicle anywhere that could cause obstruction to other Car Park users, whether this be by blocking the entrance/exit or by causing an obstruction inside the Car Park;

10.1.3 do anything in the Car Park which may annoy other users of the Car Park, or which may cause offence or inconvenience to McArthurGlen or any other user of the Car Park;

10.1.4 park your vehicle in a parking space designated for a particular type of vehicle or for a specific user if your vehicle is not of such particular type or if you are not such user (including but not limited to: (i) parking in a space designated for disabled parking; (ii) parking in a space for electric vehicles when you are not using the charging facility; or (iii) if you are parking a motorcycle, parking in any area not designated for motorcycle parking);

10.1.5 park your vehicle for longer than 24 hours (unless McArthurGlen's prior written consent has been obtained);

10.1.6 clean a vehicle or to authorise anyone else to clean your vehicle whilst it is in the Car Park;

10.1.7 dispose of any items or drop litter in the Car Park;

10.1.8 place flyers on any vehicles in the Car Park;

10.1.9 tow a vehicle in the Car Park;

10.1.10 carry out or authorise anyone else to carry out any work, maintenance, or repairs to your vehicle whilst it is in the Car Park.

10.2 You are only allowed to park in the parking spaces which are marked for customer use.

10.3 You must not do anything in the Car Park which would be a breach of the law.

11. ACCESS AND RELOCATION OF VEHICLES

11.1 McArthurGlen reserves the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

11.2 If McArthurGlen, its representatives or contractors think that your vehicle is causing an obstruction in the Car Park or for the purposes of safety to persons or property, McArthurGlen will contact the relevant authority to request your vehicle is removed. McArthurGlen, its representatives or contractors also reserve the right to move your vehicle if considered necessary by driving or otherwise using whatever method is considered appropriate.

11.3 If part of, or the whole of the Car Park has to be closed (either temporarily or permanently), or if the Car Park has to be evacuated, either in the case of an emergency or for other reasons including without limitation security

reasons, McArthurGlen has the right to refuse access to the Car Park or to use a lawful authority to remove your vehicle as set out under paragraph 11.2.

11.4 Circumstances when McArthurGlen will consider moving a vehicle include but are not limited to where a vehicle is:

11.4.1 blocking an access or an emergency exit;

11.4.2 causing a potential fire hazard;

11.4.3 inconveniencing other Car Park users;

11.4.4 obstructing essential maintenance;

11.4.5 parked incorrectly;

11.4.6 posing a security risk; or

11.4.7 posing a risk to health and safety.

12. ABANDONED VEHICLES

12.1 If it appears that your vehicle has been abandoned in the Car Park, McArthurGlen, its representatives and contractors have the right to contact the relevant authority to request that your vehicle is removed.

12.2 A vehicle left in the car park for over 48 hours will be considered to be abandoned.

12.3 We reserve the right to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle. Before proceeding with the disposal or sale of abandoned vehicles we will:

12.3.1 refer the matter to the appropriate authorities, which may include the local police and the DVLA; and

12.3.2 affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.

12.4 Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.

12.5 Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement.

13. AUTOMATIC NUMBER PLATE RECOGNITION

13.1 Automatic Number Plate Recognition ("ANPR") is used to monitor and record vehicle entries and exits to and from the Car Park.

13.2 By parking your vehicle in the Car Park you consent to us capturing, using, and processing your ANPR and personal details via CCTV and ANPR for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge(s). This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

14. FORCE MAJEURE EVENT

We do not accept liability for any events or matters outside of our reasonable control, including without limitation any cancellations, curtailments or damage otherwise caused to your vehicle or possessions by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of public transport links, cancellation or changes of schedules in relation to any scheduled business or personal travel plans. We also do not accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of a force majeure event detailed in this paragraph 14 or such other circumstances beyond our or your control.

15. WAIVER

No delay or omission by McArthurGlen or you in exercising any right under these Terms will operate as a waiver of that or any other right.

16. SEVERABILITY

If a particular term or condition of these Terms is unenforceable, invalid, or void, that term or condition will be removed from these Terms and not affect the validity and enforceability of any remaining terms or conditions.

17. VARIATION TO THESE TERMS AND CONDITIONS

These Terms may be varied by McArthurGlen at any time without notice. You should review these Terms regularly. Your continued access or use of the Parking Services constitutes your express consent to any modified Terms.

18. GOVERNING LAW

These Terms will be governed exclusively by the laws of England and Wales, and any disputes and/or claims (including any non-contractual claims) will be decided only by English courts.

Questions? Concerns?

Please contact us at enquiries@swindondesigneroutlet.com if you have any questions about the Premium Parking Terms and Conditions or your Premium Parking Services booking.

These -Parking Terms and Conditions were last modified in March 2023 and are effective immediately.