Union Square Parking Terms and Conditions

1. **THESE TERMS**

1.1. These terms and conditions apply to the entry to, and use of, the Union Square car parks.

1.2. Any reference to “**Union Square”,** ‘**we’, ‘us’** or **‘our**’ in these terms is a reference to Union Square Developments Limited the owner and operator of the car parks.

1.3. Any reference to “**you”** or **“your”** in these terms is a reference to those who use our car parks.

**2. USING THE CAR PARKS**

2.1. By using our car park, you agree to be bound by these terms and conditions. If you do not agree to be subject to our terms, please do not use our car park and exit the car park.

2.2. You must take a ticket from the ticket machine in order to activate the entry barrier. Please keep your ticket in a safe place as you will need it to pay and exit the car park. The ticket issued on entry to the car park can only be used for the vehicle for which it was issued and cannot be transferred to another vehicle. College Street car park operates a pay and display system – please purchase your ticket on arrival and display clearly on your dashboard.

2.3. We permit you to access and use the car park for the sole purpose of parking your vehicle. You must comply with all reasonable instructions of our staff at all times.

2.4. You are allowed to park your vehicle in an appropriate designated parking bay during the car park opening hours (as set out on the noticeboard at the entrance to the car park).

2.5. Parking bays reserved for a specific purpose should only be used for that purpose. You must not use those parking bays for any other purpose (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, parking in a space for electric vehicles when you are not using the charging facility or parking in a parent and child bay when you are not accompanied by a child).

2.6. You must drive carefully and obey the speed limits and any directional and other signs in the car park.

2.7. Please note that car parking charges are payable from the time you enter the car park. Therefore, even if you subsequently decide not to park your vehicle in the car park, you will still need to pay the applicable tariff in order to exit the car park.

2.8. Please securely lock your vehicle at all times whilst parked in the car park and do not leave any valuables in your vehicle. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

2.9. After you have parked and secured your vehicle, exit the car park via the nearest passenger lifts, stairs or other exit. Do not try to exit the car park by walking under a vehicle entry or exit barrier.

2.10. Children must be always supervised. Please do not leave children unattended in a vehicle at any time. You are responsible for your child’s safety.

2.11. Please ensure that any dogs are always kept secure on a lead when outside the vehicle. Please do not leave dogs unattended in your vehicle.

**3. PROHIBITED ACTIVITIES**

3.1. You must not:

* tow any vehicle into the car park;
* conduct any activities in connection with the selling, hiring or other disposal of vehicles or goods or services in the car park;
* pour petrol, or any other fuel, into your vehicle whilst it is in the car park or remove petrol, or any other fuel from your vehicle whilst it is in the car park; or
* perform any works on your vehicle whilst it is in the car park (e.g. cleaning, maintenance, repairs). Although we may provide (or procure the provision of) these services to you in the car park;
* intentionally damage or vandalise any property within the car park;
* smoke in any part of the car park;
* litter within our car park;
* park in a place that may obstruct other car park users, such as parking outside of the designated bays, or blocking entrance and exit of the car park.

**4. OUR RIGHTS**

4.1. We may refuse the admission of any vehicle to the car park for any reason whatsoever. We may ask you to leave the car park if you do not comply with these terms, cause damage to property, engage in criminal activity, misbehave in any way and/or have no reason to be present in the car park.

4.2. We may refuse you entry to and/or ask you to leave the car park for any valid reason including but not limited to, natural disaster, fire or act or threat of terrorism.

4.3. We may move any vehicle within the car park or take your vehicle onto a public highway by driving or otherwise to such extent as we may reasonably think necessary to avoid obstruction or for reasons relating to health and/or safety. In doing so, we will take reasonable care of the vehicle.

4.4. We may refuse to lift the exit barrier at the car park to allow the release of any vehicle for which payment has not been received.

4.5. We may issue you with a parking charge notice in the circumstances specified on the signage in the car park requiring you to pay us a parking charge (as indicated on the signage in the car park). Details and information relating to how to pay the parking charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the parking charge notice.

**5. CAMERAS AND AUTOMATIC NUMBER PLATE RECOGNITION**

5.1. CCTV and automatic number plate recognition (ANPR) cameras are installed in the car park. The cameras are intended to assist us in providing you with a secure car park service, including for the prevention and detection of crime. These cameras may collect your personal data. For further information regarding the processing of your personal data by us please read our privacy policy [here](https://unionsquareaberdeen.com/privacy-policy/).

5.2. ANPR cameras are used to monitor vehicles entering and exiting the car park.

5.3. CCTV and ANPR signs are clearly displayed within our car park.

# 6. CHARGES AND PAYMENT

6.1. You must pay for parking in the car park. The charges and methods of payment are displayed at the entrance to the car park and at the payment machine points.

6.2. The charges are based on the period that your vehicle is on site. You must pay for your parking at the designated payment machine points prior to your exit using the ticket issued to you on entry. College Street car park operates a pay and display system – please purchase your ticket on arrival and display clearly on your dashboard.

6.3. Please note that any delay in exiting the car park following payment, may result in additional charges being incurred.

6.4. Failure to pay the charges may result in a parking charge notice as referred to in clause 4.5.

6.5. The ticket issued on entry to the car park can only be used for the vehicle for which it was issued and cannot be transferred to another vehicle.

6.6. If you have lost or cannot produce your ticket, you must pay a charge equivalent to the period from the time of opening on the day of your entry until the time of your exit.

# 7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

7.1. Please remember this car park is a public place and we cannot guarantee the safety of any vehicle, its contents or of any person.

7.2. If we fail to comply with these terms or to use reasonable care and skill in providing the car park service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill.

7.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights.

# 8. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US

8.1. If you, your vehicle or a passenger in your vehicle cause damage to the car park then, except where the damage arises from our negligence, we will seek to recover the cost of repair and associated administration costs from you.

8.2. You agree to reimburse us in respect of any claim against us by a third party arising out of your use of the car park.

# 9. REPORTING OF INCIDENTS

9.1. If your vehicle has broken down, you should notify Union Square immediately, via a Help Point or by calling from assistance from our car park equipment, so that we may ensure that any necessary steps are taken to prevent an obstruction or a risk to health and safety of any other person or property in the car park.

9.2. If your vehicle has been damaged or stolen, you should report the matter immediately to Union Square, via a Help Point or by calling from assistance from our car park equipment. You should also notify your insurers and the Police if appropriate.

9.3. If you damage another customer’s vehicle you should report the matter immediately to Union Square, via a Help Point or by calling from assistance from our car park equipment and provide the registration number of both vehicles. You should also notify your insurers.

**10. ABANDONMENT OF VEHICLES**

10.1 If we reasonably believe that a vehicle has been abandoned, we reserve the right to remove and sell the vehicle.

10.2. Prior to any sale, we will make reasonable enquiries to identify and contact the registered owner and give notice of our intention to sell the vehicle if it is not collected within 30 days.

10.3. The proceeds of sale will be used to satisfy any parking charges (which will be levied at the then prevailing tariff) and other costs in connection with the removal, storage and sale of the vehicle. The balance will be held on behalf of and paid to the registered owner of the vehicle on proof of ownership.

**11. EXIT**

11.1. You can only exit the car park during the car park opening hours on production of a paid and validated ticket.

11.2. If your vehicle is still parked after the car park closes, then you will not be able to exit until the car park re-opens and you will be charged for the period that your vehicle is on-site.

11.3. If you delay exiting the car park once you have paid the fee due for the time on-site, you may incur additional charges.

# 12. GOVERNING LAW

12.1. These terms and conditions are governed by and construed in accordance with the laws of Scotland. You consent and submit to the non-exclusive jurisdiction of the Scottish courts.

# 13. CHANGES TO THE TERMS

13.1. We reserve the right to amend these terms and conditions at any time.

13.2. It is your responsibility to check for any changes made to these Terms regularly.

# 14. CONTACT DETAILS

14.1. If you have any specific issues relating to these terms and conditions, please get in touch via our [Contact us](https://unionsquareaberdeen.com/contact-us/) page, or by sending an email to [customer.service@unionsquareaberdeen.com](mailto:customer.service@unionsquareaberdeen.com).