

SABA PARK SERVICES UK LIMITED CAR PARK TERMS OF USE

1. WHAT THESE TERMS COVER

- 1.1 The following terms of use apply to car parks operated by us (or an operator appointed by us at the relevant car park) (**the 'Operator'**) on private land and are as displayed at each relevant car park.
- 1.2 A list of the car parks to which these terms apply, together with details of the relevant Train Operating Company we operate the car park on behalf of (**the 'Train Operating Company'**) can be found below or can be requested by [contacting us](#).
- 1.3 The car parks are subject to private land enforcement, under the Protection of Freedoms Act 2012 and in accordance with the British Parking Association's code of practice for private parking.
- 1.4 References to '**Saba**', '**we**', '**us**' and '**our**' refer to Saba Park Services UK Limited (and, where relevant, our employees and agents). We are a company registered in England and Wales. Our company registration number is 02362957 and our registered office is at Second Floor, Building 4, Croxley Park, Hatters Lane, Watford, WD18 8YF.
- 1.5 'You' and related expressions refer to the person driving the relevant vehicle into the car park and (where relevant) to other persons whose activities are subject to the terms of use.
 - a. You must purchase and (display) a valid ticket or permit and/or purchase a valid cashless parking session covering the duration of your stay.
 - b. You must park within a single authorised parking bay/ or in a marked authorised area.
 - c. You must not park in a way which causes an obstruction to any other vehicle, access or circulation area and/or which inconvenience other car park users.
 - d. You must not overstay the parking expiry time or park in a restricted waiting area in excess of the allowed time.
 - e. You must not park in a blue badge bay without displaying a valid blue badge.
 - f. You must not transfer a ticket or permit or accept a transferred ticket or permit
 - g. You must observe speed limited, maximum height and other signs.
 - h. You must not tow, repair, renovate or alter any vehicle.
 - i. You must not park on double yellow lines with kerb blips, yellow lines or crosshatch areas.
 - j. You must note that in non-Automatic Number Plate Recognition (ANPR) station car parks, your ticket or permit and / or cashless parking session must be in place from the start of your stay and cannot be purchased or applied retrospectively.

1.6 By using (this) car park you also agree to observe and be bound by the following terms. They are in addition to and do not affect any other legal rights or remedies that we may have against you, your vehicle and/or your use of this car park.

- k. You are responsible for securing your vehicle
- l. Electric Charging Point – please see Customer Services Point
- m. Non-smoking area
- n. Dispose of litter in the bins provided
- o. No pets allowed
- p. You must not damage or deface the appearance of the car park or any other vehicle in any way.
- q. No flammables or explosives allowed.
- r. CCTV may be in operation by the Train Operating Company and evidence recorded may be used by us (or the Train Operating Company) in proceedings.

2. NOTICE OF PARKING CHARGES

A Parking Charge may be issued for any breach of the instructions contained within the car park and in accordance with the Protection of Freedoms Act 2012. The Parking Charge for such breach is the amount displayed at each car park listed on the car park signage and if paid within 14 days is reduced.

Should a Parking Charge remain unpaid 28 days after issue further debt recovery costs associated with the collection of unpaid Parking Charges may be added to the value of the Parking Charge detailed above.

3. APPEALING A NOTICE OF PARKING CHARGE

Any Parking Charge appeal must be made online at www.appeals.sabaparking.co.uk or in writing at the address below within 28 days of the date of issue. Appeals should be made in accordance with the terms and conditions of parking.

Disputes pertaining to the aforementioned appeals process may be referred to. Further details will be supplied by the parking operator should an appeal be received in writing and subsequently rejected.

4. LOSS, DAMAGE AND THEFT

Vehicles and/or property are left in (this) car park at your own risk and no liability is accepted by us for any loss or damage to or theft of or from any vehicle or property. Nothing in these provisions limits or excludes our liability for death or personal injury caused by our negligence.

If your vehicle or property is damaged whilst in this car park, please notify a member of our staff or contact us using the details provided. In the event of theft, you should immediately notify the British Transport Police

5. MOVING AND RELOCATING VEHICLES

Where (this) car park must be closed either permanently or temporarily (in whole or in part) or must be evacuated for any reason, we may remove your vehicle at any time to any other location we deem appropriate.

In such circumstances or where the power to do so is conferred by law, we shall have the right to drive or otherwise tow away your vehicle and we shall have the right to enter a vehicle (using reasonable force if necessary) in such a manner as we deem necessary without being liable for damage caused if such damage results from exercising our rights conferred by these conditions or to abate any nuisance caused by the vehicle.

6. TICKETS AND TARIFF

We shall be entitled to alter the parking fees displayed on the tariff board at any time. In the event of any pay and display machine fault or failure, we reserve the right to collect the relevant parking fee either on arrival or exit of this car park or by any other means. The issue of a long-term (weekly and above) ticket does not guarantee the ticket holder a parking space or to priority over other users of the car park.

7. COMPLAINTS

We operate a complaint handling procedure, a copy of which is available by contacting our Customer Support Centre Tel: 0330 1235 247 or by clicking [HERE](#).

8. DATA PROTECTION RIGHTS

By entering (this) car park/parking area, Saba will be capturing your details and recording your vehicle registration number where Automatic Number Plate Recognition (ANPR) cameras, CCTV and/or parking attendants are in use. Saba's legal basis for capturing your data is to uphold the legal obligations and for legitimate interest, Saba processes this data and any data provided by the car parking area's permit system to verify the terms of use/instructions have been complied with.

This information may be used by Saba to request the registered keeper details from the DVLA, where necessary, for the purpose of Parking Charge enforcement. In certain circumstances, the registered keeper may be liable for charges which you incur for breaching these terms of use/instructions. Parking Charges may be issued to the registered keeper by post, attached to the vehicle's windscreen or handed to the driver by or on behalf of Saba, as the creditor.

Personal data may also be shared with our trade associations, collection agents, Insurers, law enforcement authorities and/or solicitors for this purpose or in connection with any criminal activity.

Under Data Protection Law and in relation to the data that we hold on to you, you have the right to be informed, right of access, right of rectification, and right of erasure, right to object and right to restrict processing.

You may have these rights, but Saba may have the rights to disagree.



For further information on how we capture and process your data please visit: www.sabaparking.co.uk/privacy or call 0330 1235 247 or by email: dpo.uk@sabagroup.com

Should you wish to complain to the Information Commissioners Office (ICO), please go to: www.ico.org.uk

For all other enquiries please visit www.sabaparking.co.uk/fags or write to Saba Park Services UK Limited, Customer Support Centre, and PO Box 2466, Watford, WD18 1XH, or by clicking [HERE](#).

You can also contact us by telephone on 0330 123 5247: or by email: customersupport.uk@sabagroup.com

These terms were last updated on Monday 19 December 2022