

Head Office: BOX ONE, PRESTON PR2 ONF

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THIS PRIVATE PARKING PROTECTION AGREEMENT is between ANPR Ltd and the proprietor named in the schedule below

- 1, ANPR LTD (the Company) will provide car park warning signs and sufficient dummy CCTV cameras which will deter unwanted vehicles. Should any sign be removed, defaced or damaged, the company will replace such signs without charge; however, it is the responsibility of the client to inform ANPR LTD of the deformation of the signs.
- 2, The signs should provide a 95% deterrent, therefore the company cannot be expected to 'ticket' vehicles on a 'call out' basis (except in towns and cities where major contract are in place). Should problems re-occur, ANPR Ltd. will use specially adapted vehicles fitted with Automatic Number Plate Recognition software and cameras, at no further cost to the client, who will sit on site and use the technology to issue parking charge notices until such time as the signs become a deterrent in their own right.
- 3, All offending vehicles which need to be ticketed must have at least one sign clearly visible from its parked position, as signs placed at the entrance are not legally significant. These signs will carry a clear and unequivocal message that the vehicle owner's details may be obtained from the DVLA.
- 4. Photographic evidence is used at all times and at least four pictures will be taken of the offending vehicle. These pictures are the property of the company and will only be presented in the event of arbitration or a court case. All charges to offending vehicles will be handled by ANPR LTD. It is requested that the client refrains from any contact with the drivers of offending vehicles and that all complaints should be referred to ANPR LTD.
- 5, Where vehicles require permits, these will be provided by ANPR LTD. Should a registered keeper not display their permit, they will be issued a charge ticket as normal procedure and will be charge accordingly. All short term visitors will not be issued a parking charge notice if they are displaying their hazard warning lights and no not exceed a 20 minute grace period. It is the responsibility of the client to notify tenants/contractors of the situation.
- 6. Although generally frowned upon, the proprietor may request the quashing of a parking charge notice at any time. However this concession is to be used sparingly and this discretion is solely and always in the hands of the company.
- 7. The fee of Thirty pounds, per sign per year, both assists in proving that damage is caused by trespassers to company and also covers public and employees liability insurance, maintenance guarantee and installation. All signs must be returned by recorded delivery immediately after the end of term.
- 8, This agreement is for an initial period of one year and thereafter is subject to termination in accordance with the terms and conditions overleaf.

 This agreement is made between ANPR LTD and the client named below for the provision of car park management services at the premises named own. ANPR LTD agrees to carry out the obligations in clause 3 in consideration for the charges within the terms and conditions overleaf.

Site Address: RMSWAY, R	CAR OF ICELAND	PRESTON	Post Code: PR	1265
Name: A J DXFY		No of Permits	Free of charge	£ N/A
Company: PRESTORS CITY CONCIL		No of Dummy Cameras	@ 636-	and the same of th
Address: 77-79 LANCASTER RCAD		No of Permit Holders Only	200 650	
Address: PRESTON		No of Free Parking Whilst	@ £30	
Town/City: LANCASHURE		No of Yellow Lines	@ £30	: 75511.4152F1115.1111100
Post Code: PRI 2RH		No of Disabled Drivers	@ £30	
Tel:01772 906745	Fax:	Other Considerations	@ £30	
Email:	Mobile:	VAT	-	PARTIE STATE
WANTED		TOTAL		***************************************
Signed on behalf of the Proprietor		Signed on behalf of ANPR Ltd		
$0 \wedge A \perp$	\mathcal{D}	usescall		
Name in Block Capitals (A. J. D.C.)		Name in Block Capitals - Date of Commencement O (/OLF/ 2003)		

Terms and Conditions

1.0 RECITAL

Whereas ANPR LTD is a company formed for the purpose of operating a car park parking charge notice system, enforced by the use of ANPR technology, or the deterrent of on-site dummy CCTV cameras. Charging owners of vehicles parked without permission or authority on land or premises owned or in the control of the client.

2.0 DEFINITIONS

The following terms shall have the following meanings:

- 2.1 Commencement date: The date this agreement is signed.
- **2.2** Conditions: The provisions set out below which shall be incorporated into this agreement in their entirety.
- 2.3 Payments: The amounts specified in the schedule or as otherwise agreed from time to time by the parties and agreed in writing.
- 2.4 Premises: Shall include land, car park, drives, roads or other places listed in the schedule.
- 2.5 Term: The initial period of one year from the commencement date and thereafter from year to year until terminated in accordance with the provisions of clause 5.
- 2.6 Notices/Sign: Warning notices advising persons of the ANPR Surveillance system and parking charge notice enforcement.
- **2.7** ANPR (Automatic Number Plate Recognition) cameras: Equipment used by ANPR LTD, their agents or subcontractors for the recording of vehicles parked on the premises without permission.
- **2.8** Charge: The sum agreed to be displayed on the notices and charged via parking charge notice to unauthorised users.

3.0 ANPR LTD OBLIGATIONS

ANPR Ltd from the commencement date, during the term unless and until determined in accordance with clauses 5 and 6 shall:

- (a) Erect and/or place notices on the premises of the client and maintenance promptly on receipt of notice from the client that uch repairs are required.
- (b) Issue parking charge notices (free of charge to the client) by means of a parking charge notice ticket, to any vehicle parked on the premises without authority and of which ANPR LTD has been informed by the client on those days arranged between both parties.
- ©) ANPR LTD shall insure and keep insured its employees, agents or subcontractors for any personal injury or deaths caused by them in the course of them carrying out their duties for the client and unless such injuries shall be due to the act of neglect or default of the client or of any person to whom the client is responsible, ANPR LTD will indemnify the client against all such actions, claims and demands in respect of such injury.

4.0 CLIENTS OBLIGATIONS

- **4.1** To pay ANPR LTD the sums agreed in respect of provision, erection and/or installation of the notices as specified in the schedule, such sums to be paid prior to erection of the notices.
- 4.2 To pay the annual sums agree in respect of maintaining the notices as specified in the schedule in full within 14 days of being notified of such sums being due on each anniversary of the

commencement date.

- 4.3 To pay VAT on all sums and costs due or incurred under this agreement.
- 4.4 To inform ANPR LTD of any vehicles parked on the premises without permission or authority.
- 4.5 To inform ANPR LTD in writing of the need to repair or maintain the notices.
- 4.6 To permit any employee or agent of ANPR LTD to enter upon the premises to perform their duties under this agreement or to remove any property of ANPR LTD at the end of this term.
- 4.7 To give ANPR LTD not less than 14 days written notice of cancellation of the contract, prior to the end of the initial term of one year or any subsequent anniversary thereof.
- 4.8 To provide any support required by ANPR LTD to defent any litigation made by third parties as a retult of the services provided by ANPR LTD.
- 4.9 To permit ANPR LTD reasonable facilities for the placement and removal of notices.

5.0 TERMINATION

- 5.1 If the payments or any part of them shall remain unpaid for a period of 14 days after the same shall have become due or the client is in breach of any of his obligation, ANPR LTD may give the client 7 days notice to terminate this agreement and unless such sum shall have been paid before the expiration of such notice or such breach of obligation has been remedied, this agreement upon such expiration terminate and ANPR LTD's obligations under it chall cease but without prejudice to the liability of the client in respect of such or any other breach of this agreement.
- 5.2 Both parties shall be released from the respective obligations in the event of prohibitive National or Local Government regulations, statute or bye law or other cause beyond the control of the parties whereupon all payments due under this agreement shall be paid immediately.
- 5.3 This agreement may be terminated at any time by either party giving 14 days written notice to the other party of intention not to continue with the contract. In the event of termination after the start of any subsequent term, the sums for the full term shall remain due.

6.0 GENERAL

- 6.1 Each party shall be liable to pay the other damages for any breach of this agreement and all expenses incurred by that party in enforcing its rights under this agreement.
- 6.2 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall be deemed to be any indication of the meaning of clauses.
- **6.3** All notices and materials used in the erection thereof together with all camera equipment shall remain the property of ANPR LTD and/or its agents.
- 6.4 In the event the ANPR LTD does not decide the placement, wording or design of the notices then the client shall and hereby indemnifies ANPR LTD against any legal proceedings, actions, claims or demands arising from or caused by the placement, wording or design of the notices.