



# Residence de la Plage

Residence de la Plage is a registered business name of La Plage Hotel Limited.  
Registered office: PO Box 861, 1 Wharf Street, St Helier, Jersey. JE4 0ZX

## Summary

Please note that this summary is for convenience only and does not form part of the Terms and Conditions Agreement. For the detailed and correct interpretation of any point please refer to the Agreement itself.

- If you enter the car park then you accept the terms and conditions.
- The car park is private land and general public parking and use is not allowed.
- You are authorised to use the car park if you pay us the correct monthly fee in advance each month.
- You must display a valid permit, park in your designated space and park within the area marked for your space.
- The barrier pass keys are not transferable.
- You must keep your contact details up to date with us.
- Without special permission parking is restricted to motor cars and motor cycles.
- All spaces are for the parking of one vehicle only, with the exception of those specifically designated and charged as double spaces where a maximum of two vehicles may park.
- If you use the car park late at night have consideration for persons living nearby.
- Any car park user uses the car park at their own risk.
- You must not do anything in the car park which would be a breach of the law.
- No commercial activity is allowed in the car park.
- If, while in the car park, your vehicle or property sustains damage or is stolen you should inform the police, your insurers and us.
- If you damage other vehicles or property in the car park then you should tell us immediately.
- If we have to replace your key or your permit or we have to write to you because you are not following the rules of the car park then we may charge you an administrative fee.
- Any vehicle parking in the car park without authorisation incurs a significant daily charge.
- Following due notice any vehicle abandoned in our car park will be disposed of.
- Ordinarily termination of this agreement will happen on the first day of a month before which 20 clear days' notice must be given.
- Under certain circumstances we have the right to terminate this agreement sooner.

## Car Park Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

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### 1. DEFINITIONS

- 1.1. **“agreement”** or **“terms and conditions”** means this agreement including the recitals and schedules;
- 1.2. **“us”, “we”** and **“our”** means La Plage Hotel Ltd, its employees and its agents. The registered office of La Plage Hotel Ltd is PO Box 861, 1 Wharf Street, St Helier, Jersey JE4 0ZX and we can be contacted at that address or by phoning 01534 731498 or by emailing Admin@ResidenceDeLaPlage.co.uk;
- 1.3. **“car park”** means any land we own or manage on which vehicles park, whether it is designated for parking or not and whether the vehicle is authorised to park or not;
- 1.4. **“car park user”** or **“user”** means any person that enters the car park for any reason whatsoever;
- 1.5. **“GST”** means goods and services tax as defined by current legislation and any other similar taxes or charges that may be introduced in the future;
- 1.6. **“key”** means any device, be it mechanical, electronic or other, that is use to open any form of barrier in order to gain access to the car park; and
- 1.7. **“vehicle”** means any vehicle used to convey passengers or items that enters the car park, including any mechanical device on any number of wheels or tracks, its equipment and accessories.

### 2. AGREEMENT

- 2.1. Through the act of entering the car park you agree to the terms and conditions given herein and enter into this Agreement with us.
- 2.2. The Agreement is between La Plage Hotel Limited and the car park user.
- 2.3. By entering the car park you accept liability to pay any fees or reimbursement of costs detailed below.
- 2.4. These terms and conditions apply 24 hours a day, all year round.

### 3. GENERAL

- 3.1. The car park is private land and general public parking and use is not allowed.
- 3.2. The barrier pass keys are not transferable and any change of user must be notified to us as soon as possible and authorised by us.
- 3.3. You may not sub-let your space.
- 3.4. We reserve the right to refuse entry to the car park where there is good reason to do so.
- 3.5. An authorised user of the car park may not park a vehicle without clearly displaying a valid permit. If you do not clearly display a valid parking permit we will write to you asking you to clearly display

one in future. We will write you a letter each week until a valid permit is clearly displayed or until this agreement is terminated.

- 3.6. As part of the application process for a car park space you gave us your contact details. You must tell us if these change so that we can contact you quickly if the need arises.
- 3.7. If you breach any of the terms and conditions in this agreement we will write to you asking you to comply with this agreement. We will write you a letter each week until you do so or until this agreement is terminated.

#### **4. CAR PARK USE**

- 4.1. Without special permission parking is restricted to motor cars and motor cycles only.
- 4.2. Parking of vans and commercial vehicles is possible but must be specifically requested and authorised by us.
- 4.3. You must park in the parking space allocated to you.
- 4.4. You must park within the limits of your marked space.
- 4.5. All spaces are for the parking of one vehicle only, with the exception of those specifically designated and charged as double spaces where a maximum of two vehicles may park.
- 4.6. You must drive carefully in the car park.
- 4.7. When you leave your vehicle make sure that it is locked and secure.
- 4.8. For safety reasons you are not entitled to remain in your vehicle in the car park or elsewhere in the car park except for the purposes of parking or removing your vehicle.
- 4.9. Once you have parked your vehicle please promptly make your way to the nearest pedestrian exit using the safest route possible. Beware of moving vehicles. You must not, in any circumstances, exit the car park by walking under a vehicle exit barrier.
- 4.10. If you use the car park late at night have consideration for persons living nearby.

#### **5. CAR PARK USE IS AT YOUR OWN RISK**

- 5.1. Any car park user uses the car park at their own risk.
- 5.2. We are not liable, and we do not accept any liability, for any accidents, loss, damage, distress or injury howsoever caused to any person or property.
- 5.3. At all times users must ensure that their vehicle has insurance cover adequate for it to be used on the public highways of Jersey.

#### **6. WHAT YOU MAY NOT DO IN THE CAR PARK**

- 6.1. You must not do anything in the car park which would be a breach of the law.
- 6.2. No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the car park without our prior specific written permission.
- 6.3. No commercial activity is allowed in the car park.
- 6.4. You must not park your vehicle anywhere that could cause obstruction to other car park users.
- 6.5. You are not allowed to dispose of any items or drop litter in the car park.
- 6.6. You may not place flyers on any vehicles in the car park.
- 6.7. You may not carry out or authorise anyone else to carry out any work, maintenance or repairs to your vehicle whilst it is in the car park.
- 6.8. You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the car park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the car park.
- 6.9. Anti-social and offensive behaviour will not be accepted in our car parks. This includes (but is not limited to) drinking alcohol, taking or dealing in illegal substances, fighting and/or loitering.
- 6.10. If an individual causes damage, commits a criminal act, causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

#### **7. DAMAGE TO VEHICLES AND PROPERTY**

- 7.1. If, while in the car park, your vehicle or property sustains damage or is stolen you should:
  - a) immediately inform the police;

- b) notify your insurers promptly; and.
  - c) inform us by calling 01534 731498 or emailing Admin@ResidenceDeLaPlage.co.uk.
- 7.2. Damage to other vehicles or property within the car park:
- a) If you damage another vehicle or any property or structure within the car park, you will be liable and you must report this to us immediately.
  - b) 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.
  - c) If you damage any property or structure within the car park, you may be required to repair the damage (to our reasonable satisfaction) or to pay the reasonable costs that we have to pay to repair the damage.

## 8. CHARGES

- 8.1. All recurring and administrative charges must be paid by direct debit.
- 8.2. The amount of any charge is detailed in a separate "Schedule of Charges" which may change from time to time. The "Schedule of Charges" also includes the payment terms of each charge. The current schedule of charges is given at the end of this document. For an up to date schedule of charges contact the registered office of La Plage Hotel Limited or look at our website HotelDeLaPlage.co.uk.
- 8.3. The car park is private land and general public parking and use is not allowed. The car park may be used by receiving written authorisation from us as well as paying us an Authorised Parking Fee (APF).
- 8.4. If you do not pay the APF in full in accordance with the payment terms then any use of the car park is unauthorised and you will be charged a Daily Unauthorised Parking Charge as detailed below.
- 8.5. An administration charge is payable each time we have to write you a letter because you have not clearly displayed a valid parking permit.
- 8.6. An administration charge is payable in the event that a permit is lost or unusable and a replacement issued.
- 8.7. An administration charge is payable in the event that a key is lost or unusable and a replacement issued.
- 8.8. An administration charge is payable each time we have to write you a letter regarding a breach of the terms and conditions.
- 8.9. The car park is only for the use of authorised vehicles which must be registered with us. Any unauthorised parking will incur a Daily Unauthorised Parking Charge (DUPC). The DUPC is charged for each day (commencing at midnight), or part thereof.
- 8.10. In the event that you become liable to pay a DUPC you accept that the registered keeper's details will be requested from the relevant authorities so that the charge may be issued.
- 8.11. All costs incurred by the company for a vehicle's disposal will be recharged to the vehicle's owner.
- 8.12. Non-payment of amounts due may result in additional charges which will be added to the original amount and for which the user will be liable on an indemnity basis.
- 8.13. A vehicle in the car park may be subject to a lien for all charges due, or accruing, but not yet paid.

## 9. ABANDONED VEHICLES

- 9.1. Any vehicle that is parked in the car park for more than 7 days without authorisation will be assumed to have been abandoned and will be disposed of as waste. All costs incurred by the company for the vehicle's disposal will be recharged to the vehicle's owner.
- 9.2. Before proceeding with the disposal we will:
  - refer the matter to the appropriate authorities giving as much detail as possible about the vehicle in question and the circumstances of its abandonment. Such authorities may include, but are not limited to, the local police, Jersey's Driver and Vehicle Standards and the UK's DVLA.
  - 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 disposed of when that period expires.

- notify the vehicle's owner of the vehicle's impending disposal by placing a notice in the newspaper or website Gazette at least 7 days before the date on which we intend to dispose of the vehicle.

All of the above actions may run concurrently.

- 9.3. Once we have notified the owner of the vehicle in the above manner if they do not remove the vehicle by the stated date then we have the right to remove, by whatever means necessary, the vehicle from our car park and to dispose of it as waste.

## **10. ACCESS TO AND RE-LOCATION OF VEHICLES**

- 10.1. If there is good reason to do so we reserve the right to move vehicles within the car park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle). Where time allows we will endeavour to make contact with the vehicles user or owner before we move it.
- 10.2. Good reason includes, but is not limited to, for the purposes of safety to persons or property, or to avoid obstruction at the car park.
- 10.3. We additionally reserve the right to remove any vehicle to another reasonably convenient car park, whether or not owned by us, where the car park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the car park has to be evacuated in an emergency.
- 10.4. To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

## **11. TERMINATION**

- 11.1. Termination of authorised parking comes into effect on the 1<sup>st</sup> day of each month.
- 11.2. Either party must give the other party at least 20 full days' notice in writing prior to the 1<sup>st</sup> day of the month.
- 11.3. Termination of unauthorised parking is when the vehicle is permanently removed from the car park.
- 11.4. We will terminate this agreement with one week's written notice if you do not clearly display a valid parking permit or breach the terms and conditions of this agreement for more than 3 weeks.
- 11.5. If you do not pay the Authorised Parking Fee in full and in accordance with the payment terms then your authorised parking in the car park is terminated with immediate effect. Any use of the car park on or after the first date of non-payment is unauthorised and you will be charged a Daily Unauthorised Parking Charge as detailed above.

## **12. GOODS AND SERVICES TAX**

- 12.1. Unless specifically stated otherwise all amounts detailed in this Agreement do not include any GST that may become payable.
- 12.2. If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then we will add GST to the amount payable.

## **13. VARIATION OF THIS AGREEMENT**

- 13.1. The Terms and Conditions of this agreement can be varied by us by giving one month's notice.
- 13.2. The Terms and Conditions of this agreement can only be varied by the Company Secretary of La Plage Hotel Limited. Nothing said or done by any other of our employees or agents is capable of varying these Terms and Conditions.

## **14. CONSTRUCTION OF THIS AGREEMENT**

- 14.1. Each of these terms operates separately. If any relevant authority decides that any of them do not apply, the remaining paragraphs will remain in full force and effect.
- 14.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 14.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be constructed interchangeably in that manner.
- 14.4. Where there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 14.5. References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party.
- 14.6. The section headings and numbering contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

## **15. JURISDICTION**

- 15.1. This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey, and any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the Courts of Jersey, which shall be used in all cases.

## SCHEDULE OF CHARGES, AS AT 1 JUNE 2022

Charge Type	Frequency	Charge Amount			Payment Terms
		Without GST	GST	Including GST	
Authorised Parking Fee	per month	£142.86	£7.14	£150.00	First working day of a month by direct debit
Parking permit not clearly displayed letter	Each	£30.00	£1.50	£31.50	First working day of a month by direct debit
Breach or Terms and Conditions letter	Each	£30.00	£1.50	£31.50	First working day of a month by direct debit
Lost or unusable parking permit	Each	£30.00	£1.50	£31.50	Prior to re-issue
Lost key card	Each	£50.00	£2.50	£52.50	Prior to re-issue
Daily Unauthorised Parking Charge	per day	£95.24	£4.76	£100.00	Within 28 days of the charge being issued