

NOTES:
NO PHYSICAL PERMITS ARE ISSUED
BY PAYING ONLINE FOR YOUR PERMIT YOU ARE AGREEING TO THE
LICENSE TERMS BELOW IN THE CAPACITY OF LICENSEE WITH
(DREAMING SPIRES LTD) AS LICENSOR

THERE IS NO NEED TO COMPLETE THIS FORM

FIXED TERM PARKING LICENCE dated
AT STELLA NOVA DEVELOPMENT, WASHINGTON PARADE, BOOTLE L20

FOR A MOTORCAR

FOR A MOTORCYCLE

Tick one of the above boxes only and then complete vehicle information below in BLOCK CAPITALS:

MAKE
MODEL
COLOUR
REG PLATE

PARTIES

(1) DREAMING SPIRES LIMITED being a company registered in England and Wales of St Andrew's Business Centre 91 St Mary's Rd L19 2NL (The Licensor) and

(2)

NAME:
ADDRESS:
.....
DAYTIME PHONE
EVENING PHONE
MOBILE
EMAIL

(The Licensee) – *Print name, address, telephone numbers and email address above (ALL FIELDS MUST BE COMPLETED)*

NOW IT IS AGREED as follows

1 DEFINITIONS

In this agreement:

- 1.1 "The Car Park" means car space numbers 6-50 (inclusive) on the 1st floor and car space numbers 51-98 (inclusive) on the 2nd floor and car space numbers 1,2,3,4,5 on the ground floor (north end of site) and designated motorcycle parking areas on both 1st and 2nd floors at the Stella Nova Development
- 1.2 "The Vehicle" means one private motor car or one private motorcycle used for private purposes or for the business purposes of the Licensee (but not taxi or hire business).
- 1.3 "The Development" means Stella Nova, Washington Parade, Bootle L20
- 1.4 "The Managing Agents" means the agents who manage the Development, namely Clark and Davidson of Unit 8 Stella Nova, Washington Parade Bootle L20
- 1.5 "The Commencement Date" means
- 1.6 "The Contract Fee" , if payment is made online, means the amount payable by the Licensee to the Licensor under this Agreement as displayed at the following website address:
<http://www.stella-nova.co.uk/resSelectParking.php> The Contract Fee is inclusive of rates and other outgoings in respect of the space. The Contract Fee shall be reviewed at the sole discretion of DREAMING SPIRES Ltd or Nasitra Ltd. "The Contract Period" means x weeks (where x equates to the number of weeks' valid permit purchased online) from the commencement date (subject to determination under paragraph 4 hereof). **Minimum contract term is 2 weeks.**
- 1.7 "The Regulations" means the Licensor's regulations and conditions relating to the Car Park from time to time and currently as set out in the Schedule to this Agreement.
- 1.8 "The Space" means **ANY OF THE** parking spaces as delineated and numbered physically on the surface of The Car Park or such other space as may be allotted to the Licensee by the Licensor from time to time by notice in writing.
- 1.9 The words "HIS" or "HIM" are taken to also mean "HER" where the Licensee is female

2 AUTHORITY TO THE SPACE

- 2.1 The Licensor licences and authorises the Licensee to park the Car in the Space at the Licensee's own risk for the Contract Period with right of access over the Car Park and the ramp leading to the Car Park to and from the Space and the right to pass and re-pass over and along all the roadways leading to the ramp.
- 2.2 The Agreement shall take effect as a licence to use the Space and it is specifically acknowledged by the Licensee that no tenancy is hereby created

3 LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor

- 3.1 To observe and perform the Regulations
- 3.2 To indemnify the Licensor against all actions, claims, demands, losses and liability in respect of any breach of the regulations
- 3.3 To pay the Licence Fee on the due date specified for payment (together with any VAT payable thereon).
- 3.4 Not to charge, assign the benefit of this agreement or assign or underlet the Space or share the use of the Space or allow the Space to be occupied or used by any person except as authorised by this Agreement.

4 DETERMINATION

This Agreement may be determined by the Licensor:

Forthwith by notice to the Licensee upon failure by the Licensee to pay the Contract Fee on or by the due date, or upon any breach (by the Licensee) of any provisions of this agreement (and in such event the Licensee is not to be entitled to any refund or any part of the Contract Fee), or at the sole discretion of the Licensor even if no breach has taken place (and in which case the Licensor may rescind this Agreement by giving 24 hours notice by email or letter to the Licensor, together with the offer of a full pro rata refund for any period still remaining on this Agreement.

5 REMOVAL OF VEHICLES

- i. At the expiration of the Contract Period or upon determination of this Agreement pursuant to clause 4 hereof the Licensee must forthwith remove the Vehicle and any other property of the Licensee from the Car Park or cause it to be removed and if the Vehicle or property is not removed within 2 days it may be disposed of by the Licensor in any manner he thinks fit without incurring any liability whatsoever to the Licensee who hereby indemnifies the Licensee in respect of any costs claims expenses actions or other liabilities howsoever arising out of the removal of the car/property
- ii. The Licensor or its appointed representatives reserve the right to charge the daily rate of between £60 and £135 (as well as any legal expenses or other fees reasonably incurred, and in addition interest on outstanding monies at a rate of 6% per annum) against any owner or user of a Vehicle parked or positioned in a non-designated Space or straddling more than one parking bay or if the Licensee contravenes any of the rules and regulations set out in Schedule 1 or if this Agreement has expired (and has not been renewed) but the Vehicle remains in or returns to the Car Park.

6 NOTICES

Any notices to be given under this agreement must be in writing and are to be sufficiently and effectually given by the Licensee and sent by registered post or recorded delivery to the registered office of the Licensor or his agents on his behalf and by the Licensor if given by the Licensor or his agent on his behalf sent by first class post or recorded delivery or by hand or by facsimile transmission to the address of the Licensee and if service cannot be effected upon the Licensee for any reason such notice may be affixed to the Vehicle using the Spaces PROVIDED THAT until notified in writing to the contrary the address for service upon the Licensor shall be **DREAMING SPIRES Limited of St Andrew's Business Centre 91 St Mary's Rd Liverpool L19 2NL 0151 494 5677 Fax: 0151 494 5680 info@dreamingspires.com**

7. CHANGES

Should the Licensee wish to change or alter any details of their Vehicle during the license term, then such requests should be made in writing or by telephone (0151 494 5600) to the Licensor, and an administrative charge of £10 +VAT shall become payable to the Licensor. **IT IS ESSENTIAL THAT ANY REGISTRATION PLATE CHANGES ARE ADVISED IMMEDIATELY TO THE LICENSOR**

8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement will not have any rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Licence Agreement was executed by the parties hereto as a deed on the day and year first before written

SCHEDULE 1

The Rules and Regulations

1. The Licensee must park his/her Vehicle in an orderly manner in the Space and keep the Space clean and tidy.
2. The Licensee may have access to the Space at all times of the day and night, subject to clause 7 below.
3. The Licensee must use his/her reasonable endeavours to prevent oil or grease dripping from the Vehicle onto the floor of the Car Park and if it does, to immediately inform the Managing Agents accordingly. In any event the Licensee shall remain liable for the full clearing up and making good of same.
4. The Licensee may use the Space only for the purposes and at the times authorised by the Licence given to him.
5. The Licensee must at all times fully and effectually indemnify the Licensor against any liability whatsoever and however caused arising out of the use of the Space authorised by the licence.
6. The Licensee must comply with all further reasonable regulations and conditions that may from time to time be made by the Licensor directly or through the Managing Agents for the safety, good management and control of parking of vehicles in the Car Park.
7. The Managing Agents may close the Car Park for any reason in the interests of good estate management on reasonable notice including (but not by way of limitation) the purposes of security, repairs or resurfacing and in any such circumstances the Licensee shall be entitled to an appropriate refund.
8. The Licensee must pay the Licensor for any lost fobs or swipe cards for access to the Car Park.
9. The Licensee must not deposit rubbish or litter in the Car Park.
10. The Licensee must not take into or keep in or on the Vehicle any motor fuel or lubricating oil other than that inside the fuel tank and engine of the Vehicle
11. The Licensee must not do or allow to be done anything that may be or become a nuisance or annoyance or cause damage to the Licensor or any other person using the Car Park or the means of access to it or egress from it of the Licensors or occupiers of adjoining property of the Development or the Licensees of adjoining/associated/other car parking spaces.
12. The Licensee must not do or permit anything whereby the policy of insurance on the Car Park against damage by fire and/or other risks may become void or voidable or whereby the rate of insurance premium on it may be increased
13. The Licensee must repay to the Licensor on demand all reasonable expenses properly incurred by the Licensor in respect of any renewal of the policy of insurance on the Car Park or any increase or premium rendered necessary by a breach of condition 12.
14. The Licensee must not do or permit anything in the Car Park that may contravene any statutory provision or regulation or any byelaws made by a competent authority with regard to the parking or use of motor vehicles.
15. The Licensee must not clean any vehicle or undertake any maintenance or repair of any vehicle or permit any cleaning, maintenance or repair of any vehicle on or around the Car Park.
16. The Licensor is not to be under any liability whatsoever:
 - 16.1 For loss of or damage to any vehicle or property or any damage or injury to any person howsoever arising, or
 - 16.2 for damages or compensation for loss or profits, delay or otherwise if:
 - 16.2.1 unauthorised persons use or endeavour to use the Car Park or Spaces or
 - 16.2.2 vehicles/any other objects prevent ingress to or egress from the Car Park or the Space.
17. The Licensee shall comply at all times with the directions of the Managing Agents

SIGNED by or on behalf OF DREAMING SPIRES LTD (The Licensor)

Print name and capacity of signatory

SIGNED by the Licensee

Signature:

Print Name:

DREAMING SPIRES Limited St Andrew's Business Centre 91 St Mary's Rd Liverpool L19 2NL 0151 494 5600 Fax: 0151 494 5680
info@dreamingspires.com