THE FINDHORN VILLAGE CONSERVATION COMPANY (TFVCC)

Findhorn West Beach Motorhome/Car Park

Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of the parking area.

1. Definitions

1.1 TFVCC, we, us and our – means The Findhorn Village Conservation Company

1.2 ANPR means – Automatic Number Plate Recognition

1.3 Car/Motorhome Park means parking areas managed by us and designated for parking vehicles

1.4 Vehicle means any vehicle used to convey passengers or items that enters the parking area

1.5 VRM means Vehicle Registration Mark.

2. Liability

2.1 We must operate the parking area with reasonable skill and care

2.2 We cannot guarantee that members of the general public will not enter our parking area and cause damage to property and/or engage in criminal activity. Accordingly, you park your vehicle in the parking area at your own risk. We cannot and do not guarantee of your vehicle and/or it contents.

3. Tariff

3.1 Motorhomes must pre- book to stay overnight in the designated parking bays. The current tariff is set at £17 per night and the maximum stay permitted is three nights. You must not arrive before 12 noon. You must leave the motorhome parking area by 11am on the day of your departure. You cannot return to the motorhome stopover site within 24 hours of your previous visit without prior consent.

3.2 Cars – car to be parked in car park, payment of £1 per day is required. Payment is by contactless card payment at barrier to car park area.

4. Cancellation and Refunds

• Full Refund for cancellations made within 48 hours of booking if arrival date is 14 days away

• 50% refund for cancellations made at least 14 days prior to arrival

• No refunds for cancellations made less than 14 days prior to arrival Refunds will be processed within 10 working days.

5. Parking Conditions It is important for the effective management of the parking area that:

a) you comply with all signs in the parking area, including these terms and conditions;
b) you park within the limits of any marked bays – motorhome bays clearly designated by area of grid and grey chips. Motorhomes must not park in any other areas within the car park;

c) you do not park within a bay designated for a specific purpose (for example – space designated for disabled persons without a disability badge displayed and/or in space for electric vehicles when you are not using the charging facility).

d) you pay all amounts due for your parking and comply with all requirements.

e) To maintain fire gaps no awnings permitted

f) Seating/tables and other equipment not to be left outside of motorhome overnight

g) Failure to comply will result in you being asked to leave the car park, with no reimbursement of any paid fees.

h) By parking your vehicle in the parking area you consent to us capturing, using and processing your VRM and personal details via ANPR for any enforcement purposes. <u>Link to TFVCC Data Protection Policy</u>.

i) If the car park and/or equipment in the car park is damaged by you, your vehicle, its contents, or the passengers in the vehicle, we will seek to recover the cost of that repair from you.

6. Possessions

Any possessions left in a vehicle are left entirely at the owner's risk.

7. Payment method for motorhomes

7.1 Motorhomes must pre-book and pay via www.findhornparking.com

7.2 Confirmation of pre-booked stance is only valid for the vehicle in respect of which it is issued and is not transferable.

7.3 If you delay exiting the motorhome parking area after 11am on the day of departure you will incur additional charges.

8. Access and re-location of vehicles

8.1 We reserve the right to refuse the admission of any vehicle to the parking area for any reason whatsoever

8.2 We reserve the right to move any vehicles with the parking areas using whatever method we consider appropriate, for the purposes of safety to persons or property, or to avoid obstruction in the car park

8.3 We are entitled to regard as abandoned any vehicle left in the parking area for more than 28 days without prior notification. We reserve the rights to engage and/or permit a lawful authority to remove the vehicle from our parking area.

9. Prohibited Activities

9.1 Refer to signs located in the parking areas. (You may want to add the details from the signs).

9.2 You are not allowed to dispose of any items or drop litter in the parking areas. Please place any rubbish/litter in the bins that are provided. If bins are full do not leave at the side but take litter away with you when you leave the parking areas.

9.3 Motorhomes must not dispose of black water (chemical toilet waste) or grey water in the parking area.

9.4 You are not allowed to pour petrol or any other fuel, into your vehicle whilst in the parking areas.

9.5 You are not allowed to operate or fill a generator on site

9.6 Anti-social behaviour will not be accepted in the parking areas. Please be considerate and respectful of other users. If an individual causes a nuisance or disturbance to others action may be taken against them.

10. Claims and Complaints

10.1 If your vehicle sustains damage or your vehicle is stolen or any possessions are stolen from your vehicle while in the parking areas you should:

a) inform the police

b) notify your insurers

10.2 Any claims against us or complaints about the service you have received should be addressed to – <u>complaints@findhornparking.com</u>

11. Variation of the Terms and Conditions

These Terms and Conditions cannot be varied except in writing and agreed by the Board of The Findhorn Village Conservation Company