PARKING FACILITIES LTD
Terms and Conditions of Sale

1 INTERPRETATION
(a) In these Conditions
"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
"Company" means Parking Facilities LTD, a company registered in England and Wales with company number 04135960;
"Conditions" means these terms and conditions and any document referred to in these terms and conditions as an annexure or schedule;
"Contract" means the contract for the supply of Goods and/or Services between the Company and the Customer;
"Confidential Information" means the provisions of the Contract, including the Specification and the Price, and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) in any written, commercial, financial, technical, or other form, trade secrets, know how, methods, in all cases whether disclosed orally or in writing before or after the date of the Contract;
"Customer" means any customer to whom the Company and the Customer for the sale of Goods and/or Services, incorporating these Conditions;
"Customer" means the person, firm, company or party who purchases the Goods and/or Services from the Company;
"Customer Property" means all property supplied by or on behalf of the Customer which is held by the Company for the purposes of the Contract;
"Data Protection Laws" means any law, statute, declaration, decree, direct, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of personal data or the processing of personal data, or relating to the protection of personal data only in the Contract;
"Definition of Services pursuant to Conditions 3(i) and (ii), any agreed time schedule shall be extended by a period equal to the period of suspension of delivery or payment, and Goods and/or Services will be deemed to have been delivered and paid for upon the expiry of such suspension;
"Order" means the Customer's order for the supply of Goods and/or Services as may be set out in the Company's acceptance of the order or written confirmation (including any document referred to in the definition of the Order in these Conditions) of the Contract;
"Price" means the price of the Goods and/or Services as defined in Condition 3(ii); and unless agreed otherwise in writing;
"Programme" means the purchase order to which these Conditions refer together with any supplementary terms which are inserted in, or permitted by, the Order;
"Quotation" means an actual or purported subject purchase request or notice or complaint from or (on behalf of) a Data Subject exercising his rights under the Data Protection Laws;
"Goods" means the goods, articles and materials (including any part or parts of them) set out in the Order;
"Specifications" means the specifications of the Goods and/or Services which is included or expressly referred to in the Order;
"Term Sheet Reference" means the term sheet reference given for, or renewal or extension of, such rights which exist now or which will exist in the future in any part of the world in each case whether registered or not and including any application for registration for the following;
"Order" means the Customer's order for the supply of Goods and/or Services as may be set out in the Company's acceptance of the Order or written confirmation of the Company's quotation, or in such form as the Company may determine from time to time;
"Price" means the price of the Goods and/or Services as defined in Condition 3(ii); and unless agreed otherwise in writing by the parties.
(b) Terms introduced in the singular shall include the plural and vice versa. Words referring to a particular gender include all genders. References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality).
(c) Words and phrases introduced by the terms "other", "including", "include", "in particular" or any similar expression shall (if the context allows) be given a meaning which is consistent with the meaning which is given to those words and phrases in the context.
(d) Any phrase introduced by the terms "without limitation" unless the context requires otherwise.

2 BASIS OF CONTRACT
(a) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice of dealing.
(b) These Conditions constitute an offer by the Company for the supply of Goods and/or Services in accordance with these Conditions, which the Company may accept or reject in its absolute discretion. The Customer shall ensure that any proposals of the Order are clear and in writing.
(c) The Order shall be deemed to be accepted by the Company when the Company issues a written acceptance of the Order or, (if earlier), the Company commences provision of the Services, manufacture of the Goods, their appropriation to the Customer's order or dispatch of the Goods to the Customer. Any Order shall be deemed to be accepted entirely at the discretion of the Company, at which point and on which date the Contract shall come into effect.
(d) Subject to Condition 2(f), the Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company, which is not expressly provided for in these Conditions.
(e) A quotation for the Goods and/or Services given by the Company shall not constitute an offer. Unless otherwise agreed in writing or notified earlier by the Company in writing, a quotation shall only be valid for a period of 30 days from its date of issue.
(f) In case of conflict between these Conditions and the provisions of any supplemental trading terms agreed in writing between the parties, these Conditions shall prevail.

3 PRICE AND PAYMENT
(a) The Price shall be the price set out in the Company's quotation or estimate or, if no price is quoted, the price set out in the Company's price list. The Price is applicable to delivery or deemed delivery of date, of the Goods or date or performance, or deemed date of performance, of the Services.
(b) The Price is exclusive of value added tax or other similar taxes of levies, import and export duties and taxes, and shall be subject to and paid by the Customer, which is not otherwise payable by the Company, which is not otherwise payable by the Company.
(c) A quotation for the Goods and/or Services given by the Company shall not constitute an offer. Unless otherwise agreed in writing or notified earlier by the Company in writing, a quotation shall only be valid for a period of 30 days from its date of issue.
(d) In case of conflict between these Conditions and the provisions of any supplemental trading terms agreed in writing between the parties, these Conditions shall prevail.
(e) Any samples, drawings, descriptive matter or advertising we issue and any description of the Goods or illustrations or descriptions of the Services contained in our catalogues, brochures or other marketing material are intended only as an illustration of the Goods and/or Services and may not necessarily describe the Goods and/or Services as described in them. They shall not form part of these Conditions or have any contractual force. The Company will not be bound by any such representations or descriptions, and any description or sample shall be deemed to have been accepted such alterations unless notice in writing to the contrary is given by the Customer within 14 days of the Customer's first receipt of the Company by the Company within 14 days of the Company's notice to the Customer.
(f) The Order shall be deemed to be accepted by the Company when the Company issues a written acceptance of the Order or, (if earlier), the Company commences provision of the Services, manufacture of the Goods, their appropriation to the Customer's order or dispatch of the Goods to the Customer. Any Order shall be deemed to be accepted entirely at the discretion of the Company, at which point and on which date the Contract shall come into effect.

4 DELIVERY AND ACCEPTANCE
(a) Delivery of the Goods shall, where the Contract designates a delivery point in the UK, be to such delivery point, and otherwise at Free Carrier (FCA), Parking Facilities LTD, Unit One, Kingsbury Link, Trinity Road, Tamworth, Staffs B78 2EX (Incoterms 2010) unless otherwise agreed in writing by the parties. The provisions of Incoterms 2010 shall apply to the Contract, but if there is any conflict between the provisions of Incoterms 2010 and these Conditions, then these Conditions shall prevail.
(b) If the Customer fails to take delivery of the Goods, then:

(i) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the date on which the Company attempted delivery under Condition 6(a), and;
(ii) the Company may store the Goods until taken by the Customer, and charge for storage from the date following delivery of the Goods until the date the Customer takes delivery of the Goods.
(c) If the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled to sell the Goods and/or Services to a third party, and to invoice the Customer for the full amount of the purchase price and for any reasonable storage, insurance and handling costs, and to cancel any other Order from the Customer.
(d) Goods, once delivered, cannot be returned unless their return is agreed in advance by writing in the Company. Unless otherwise agreed in writing, the Customer is responsible for obtaining, at its own cost, such import licences or other regulatory approval as may be required by the Company to export the Goods and/or Services to the Customer. If the Customer requires the Company to re-import the Goods and/or Services to the Customer, the Company shall make those licences and consents available to the Company prior to the relevant costs being charged to the Customer.
(e) The Company shall be entitled at its discretion to make delivery of Goods or supply Services by instalments and to invoice the Customer for each instalment individually. Where Goods are delivered or Services are supplied by instalments, each such instalment shall be deemed to be a separate Order and shall be subject to these Conditions shall apply. Any delay in delivery or defect in an instalment shall not entitle the Customer to reject the other instalments or other Services.
(f) The Company shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
(g) The Customer agrees to comply fully, at its own expense, with all applicable import and export laws, regulations, national security controls and regulations of the United Kingdom and any other applicable local law or regulation.

5 TITLE AND RISK
(a) The Goods shall be at the risk of the Customer from the time of delivery or deemed delivery of the Goods in accordance with Condition 4(b). Any materials required to perform the Works shall be at the risk of the Customer from the time the Works are commenced or where required by the Works are to be performed.
(b) The Customer may not resell any of the Goods or any part of the Services for any purpose other than for the purpose of using the Goods and/or Services for the purpose of the Contract. The Customer shall at all times maintain a record of the Goods and/or Services received and held by the Company for the purposes of the Contract, or is in transit to or from the Customer;
(c) The Customer shall allow the Company to inspect the Goods at any reasonable times and from time to time and on reasonable notice.
(d) The Customer shall at all times hold the Goods on a bailment basis for the Company.
(e) The Customer shall not sell or dispose of the Goods or Services to any third party, without the prior written consent of the Company, or in any event, unless agreed otherwise in writing by the parties.
(f) Any interest by the Customer in the Goods or Services shall be the property of the Company, and the Customer shall not sell or dispose of the Goods or Services to any third party, without the prior written consent of the Company, or in any event, unless agreed otherwise in writing by the parties.
(g) The Customer shall hold the Goods on a bailment basis for the Company.

6 TESTING AND INSPECTION
(a) Testing and inspection, if requested by the Customer, shall be in the Company's premises (at the Customer's expense) and such testing and inspection shall be final and conclusive as to their results.
(b) The Customer shall not be entitled to test and perform and technical certification test unless agreed otherwise in writing.
(c) The Company shall supply the Customer with a full test piece with the Specification.
11 FORCE MAJEURE

(a) The Company shall not be liable to perform any of its obligations under the Contract is affected by any circumstances beyond its reasonable control (including act of God, fire, flood, lighting, compliance with any law or governmental order, rule, regulation, requisition or war, revolution, war, war-like conditions, order, embargo, import or export restrictions, strikes, lockouts or other labour troubles, riot, insurrection, civil commotion, stoppage of work by workmen or servants, or inability to obtain materials or labour, power or machinery breakdown or failure) further performance of the Contract shall be suspended for so long as the Company is so affected provided that if the performance of the Contract is suspended for more than 30 days, the Customer shall have the right to give the Company notice to the Company to terminate the Contract or to cancel any outstanding part thereof and the Customer shall pay the Company the pro rata Price for all Goods and Services supplied and materials used by the Company to the actual date of such termination. Subject to Condition 16(b) above, the Company shall not be liable for any direct, indirect, special or general loss or damage suffered by the Customer, however arising, as a result of the Company’s inability to perform its obligations under the Contract.

12 CUSTOMER’S PROPERTY

(a) The Customer’s property shall be deemed to be entirely at the Customer’s risk and the Company shall not be liable for any loss of or damage to any Customer Property whilst in the possession of the Company or in transit unless such loss or damage is due directly to the negligence of the Company, its servants or agents. The Customer shall insure all Customer Property for all risks on an all risks basis.

13 LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Customer will off load and store free of cost to the Company all Goods and materials if the Company is available to perform the Services but is prevented from doing so by reason of:

(i) the Customer’s failure to provide such information and materials as the Company may reasonably require to the Company, its employees, agents, consultants and subcontractors, with access to the Services before the date on which the Services are to start;

(ii) the Customer’s failure to provide the Services to the reasonable satisfaction of the Company, not to comply materially with the Specification, the Company and the Customer shall have the right to inspect any site involved in work for the Company. If the Customer fails to comply with this Condition 15, the Company shall be entitled to terminate wholly or in part any or every Contract between the Company and the Customer and/or to suspend the performance of any or all of the Company’s obligations under the Contract due to circumstances beyond its reasonable control.

15 CANCELLATION

(a) The Customer shall comply with all relevant anti-corruption legislation in connection with the Contract and the Company’s business and shall immediately notify the Company if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.

(b) The Customer shall ensure that it has a current Code of Conduct in accordance with the Joint Initiative of the United Nations Against Corruption, the UK Bribery Act 2010, the OECD Guidelines for Multinational Enterprises and the FCPA; and has properly and correctly stored, installed and/or used the Goods.

(c) The Customer will be liable for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Company’s failure or delay to perform any of its obligations as set out in Condition 13 above, the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer’s Default.

(d) Nothing in these Conditions shall exclude or limit the Company’s liability for:

(i) death or personal injury resulting from the negligence of the Company, its servants or agents;

(ii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(iii) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
The Customer and the Company acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and the Company shall each be a Controller of the Common Data in common with the other.

In respect of the Common Data, the Customer and the Company shall each:

(i) comply with their respective obligations under the Data Protection Laws;
(ii) use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and
(iii) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.

20 NOTICES

(a) Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, if sent by prepaid first-class post or recorded delivery, at 10.00 am on the second Business Day, after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21 GENERAL

(a) If at any time any one or more of the provisions of these Conditions become invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.
(b) Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
(c) The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.
(d) The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.
(e) The Customer may assign, charge, subcontract or transfer the Contract or any part of it to any person.
(f) Subject to Condition 21(j) below, a person who is not a party to the Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.
(g) The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it to any person without the prior written consent of the Company.
(h) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any person that is not a party to this Contract.

22 GOVERNING LAW AND DISPUTES

(a) The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England.
(b) If the Customer is a company registered and domiciled in the European Union then all disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.
(c) If the Customer is a company registered and domiciled outside of the European Union then all disputes or claims arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the English language in London, England. The seat of the arbitration shall be in London, England.
(d) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or the Contract.

23 LANGUAGE

The Contract is drafted and entered into in the English language. All amendments to the Contract and all other documents provided under or in connection with the Contract shall be in the English language. If the Contract, or any documents provided under or in connection with the Contract, are translated into any other language, the English language version shall prevail.