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Appendix O – Car Parking Protocol

1.0 INTRODUCTION

1.1 The Graven Hill Development Rules apply to Self-Builders and all their contractors, family, visitors or others associated with their build. Parking of any vehicle is by Rule 2.25.1 restricted to the Self- Builder plot and designated parking areas. To assist the Self-Builder, Graven Hill Village Development Company Limited will make parking areas available at no cost where private and trade vehicles may be parked, subject to Permit scheme rules 'Conditions of Use' detailed in section B below. **By use of the parking provided Self-Builders and all others who use the facilities are deemed to accept the Conditions of Use. It is the Self-Builder's responsibility to ensure these terms are communicated to those associated with their Build who may seek to Park in the Car Parks provided. Use of the Car Park is deemed acceptance of the Conditions of Use.**

The location of the additional, temporary, designated car parking areas is indicated at Appendix O1.

1.2 CONDITIONS OF USE

- 1.21 "us", "we" and "our" means Graven Hill Village Development Limited. "you" means the Self-Builder, vehicle driver / contractor organisation / registered keeper of any vehicle using the Car Park.
- 1.22 "Car Park" means the parking facilities at Graven Hill managed by (or on behalf of) us and designated for parking vehicles.
- 1.23 "vehicle" means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories with a maximum loaded weight of 3.5 tons and length not exceeding 6 metres. All vehicles designed or equipped to lift materials are excluded e.g. lift trucks.
- 1.24 VRM means Vehicle Registration Mark.
- 1.25 The provision of parking facilities is entirely at our sole discretion and may be modified, restricted or withdrawn at any time without notice.
- 1.26 No charge is made for parking in the car park, subject to condition 1.21. Use is on a first come first served basis unless we direct otherwise.
- 1.27 Self-Builders have the sole responsibility for ensuring all those associated with their Build who wish to make use of the parking are informed and comply with the Conditions of Use.
- 1.28 The Car Park is for sole use by a vehicle as defined in 1.23 and such use is deemed to be acceptance by you of these Conditions of Use.



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- 1.29 Abuse of the facilities or breach of the Conditions of Use may result at our sole discretion in the exclusion of the vehicle, person or organisation, or any of the foregoing, from future use of the Parking facilities. We may withdraw the Permit authorisation for all those associated with any Self-Build. By parking your vehicle in the Car Park, you consent to us capturing, using and processing your VRM and personal details for enforcement purposes to recover any outstanding Parking Charge should it be incurred. This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.
- 1.30 We have no liability for any loss, damage or injury to any vehicle, possessions, property or person from use or attempted use of the Car Park save that imposed by law.
- 1.31 No parking by the General Public is permitted. We authorise only: Self-Builders, their family, visitors and contractors solely for the duration of the Self-Build home construction provided they comply with the Conditions of Use. We may authorise such others for such duration as we in our discretion choose.
- 1.32 No use of the Car Park or activity except parking of a vehicle is permitted. For avoidance of doubt prohibited are: the loading/unloading or trans shipping of any materials, work related or commercial activity of any kind, deposit or storage of materials or substances, discarding of any substance or material, erection of any structure of any nature, social activities, racing or sleeping.
- 1.33 No overnight parking between 2100 & 0700 is permitted. A parking charge of £75 plus Value Added Tax is payable for overnight parking of any duration.
- 1.34 Should your vehicle break down or become otherwise immobilized in the car park you must arrange for its immediate repair/removal. If it has become a danger or obstruction we should be contacted immediately.
- 1.35 Any vehicle present for more than 3 consecutive days without our agreement may at our discretion be (a) removed from the car park and the expense of removal and, if applicable, subsequent disposal/storage, be recoverable from you at cost/storage of £50 day plus Value Added Tax, and/or (b) the vehicle be regarded as abandoned and reported to the Local Government Authority.
- 1.36 No liability attaches to us for the removal, storage or disposal of any vehicle under condition 1.25.
- 1.37 No dangerous, explosive or otherwise hazardous to health substance or material shall be brought into the Car Park, whether in a vehicle or by other means.
- 1.38 All vehicles shall display on their dashboard a clearly visible notice stating the plot number and postal address of the Self-Builder the vehicle is connected to and the name of the vehicle driver. Any vehicle not displaying such a notice complete in all respects is Parked without authorisation and liable for payment of a parking charge in accordance with condition 1.21.
- 1.39 Vehicles must not be parked to obstruct any access/exit to the Car park, vehicular or pedestrian, or obstruct any other vehicle.



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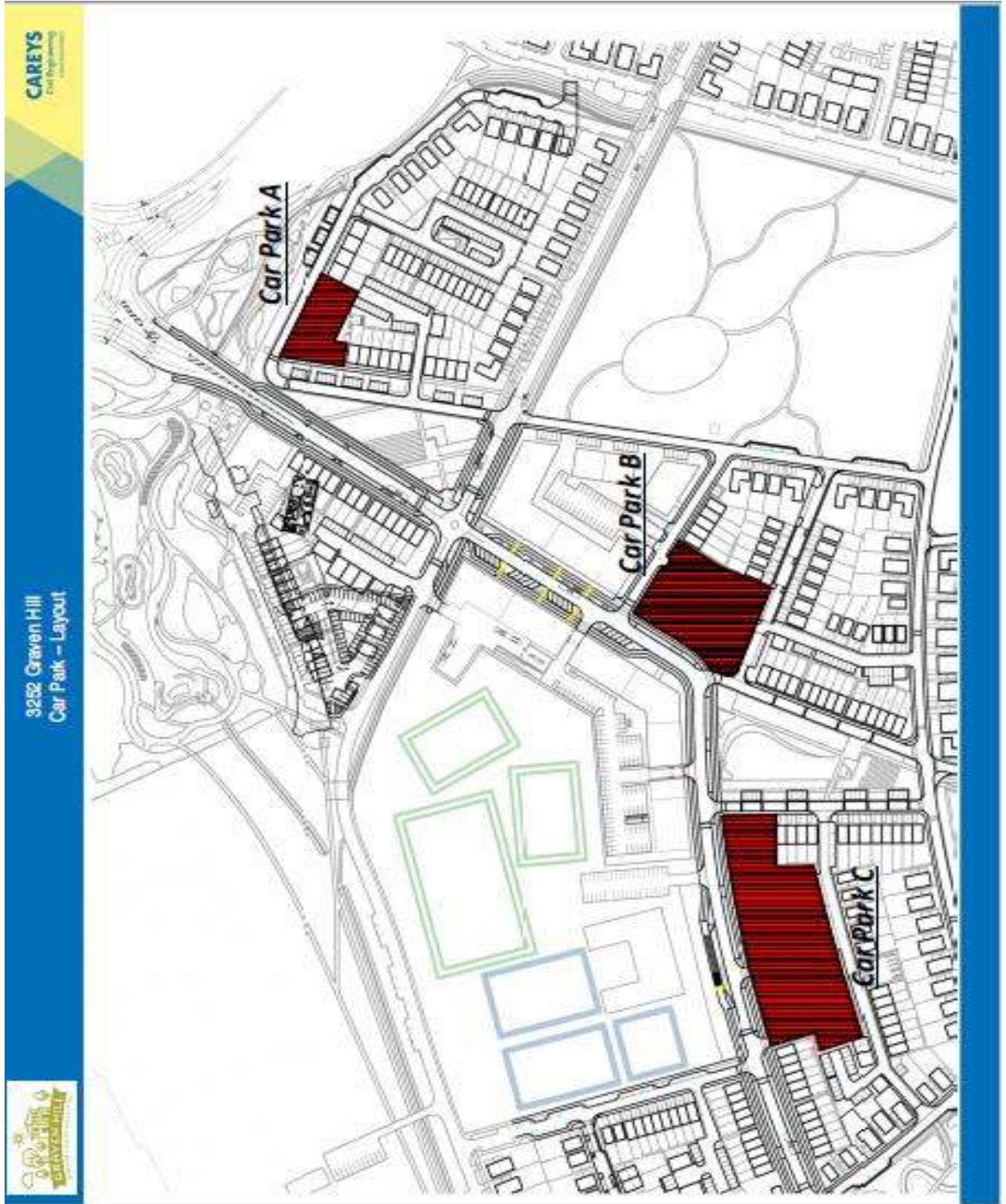
- 1.40 Should your vehicle be obstructed by another vehicle it is your sole responsibility to have the obstruction removed.
- 1.41 For a parked vehicle not authorised per para 1.21, or in breach of 1.28 we may issue you with a Parking Charge Notice for parking in the sum of £75 per day plus Value Added Tax, or any part of a day. The VRM will be noted and we or our agents will seek recovery of the sum due, and any incidental costs in tracing you and enforcing payment.
- 1.42 When within the car park drive at 20mph maximum forward, 5 mph in reverse and have due regard to conditions including other vehicles and pedestrians. The driver of any vehicle is solely responsible for maneuvering their vehicle safely in the Car Park.
- 1.43 Any damage caused by you or your passengers to the car park, including all barriers, however caused, must be reported immediately to us by telephone on 01869 396062 and email to Notifications@gravenhill.co.uk.
- 1.44 You are liable to pay us the full amount of any repairs and associated costs or losses caused by any damage by you, your passenger or your vehicle to the Car Park.
- 1.45 We are not liable for loss resulting from any circumstances that may arise after your entry onto the Car Park that delay or prevent your departure.
- 1.46 You must obey immediately any directions given at any time by us or any representative or agent in respect of your vehicle using or seeking to use the Car Park. Such directions may include to adjust vehicle position or remove it entirely from the Car park.
- 1.47 You are not allowed to pour petrol, diesel 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.
- 1.48 Smoking and any type of naked flame is forbidden within the Car Park.

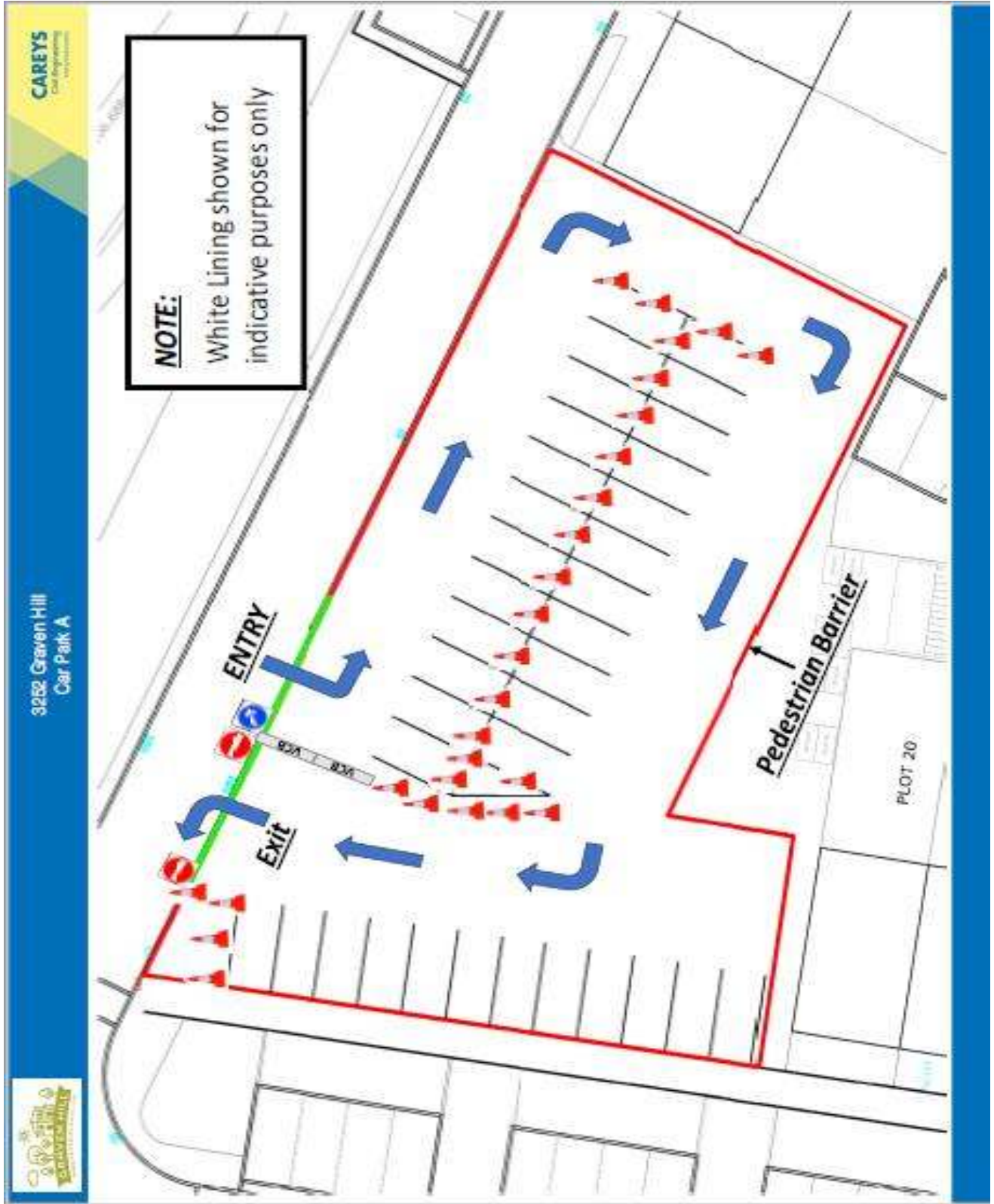


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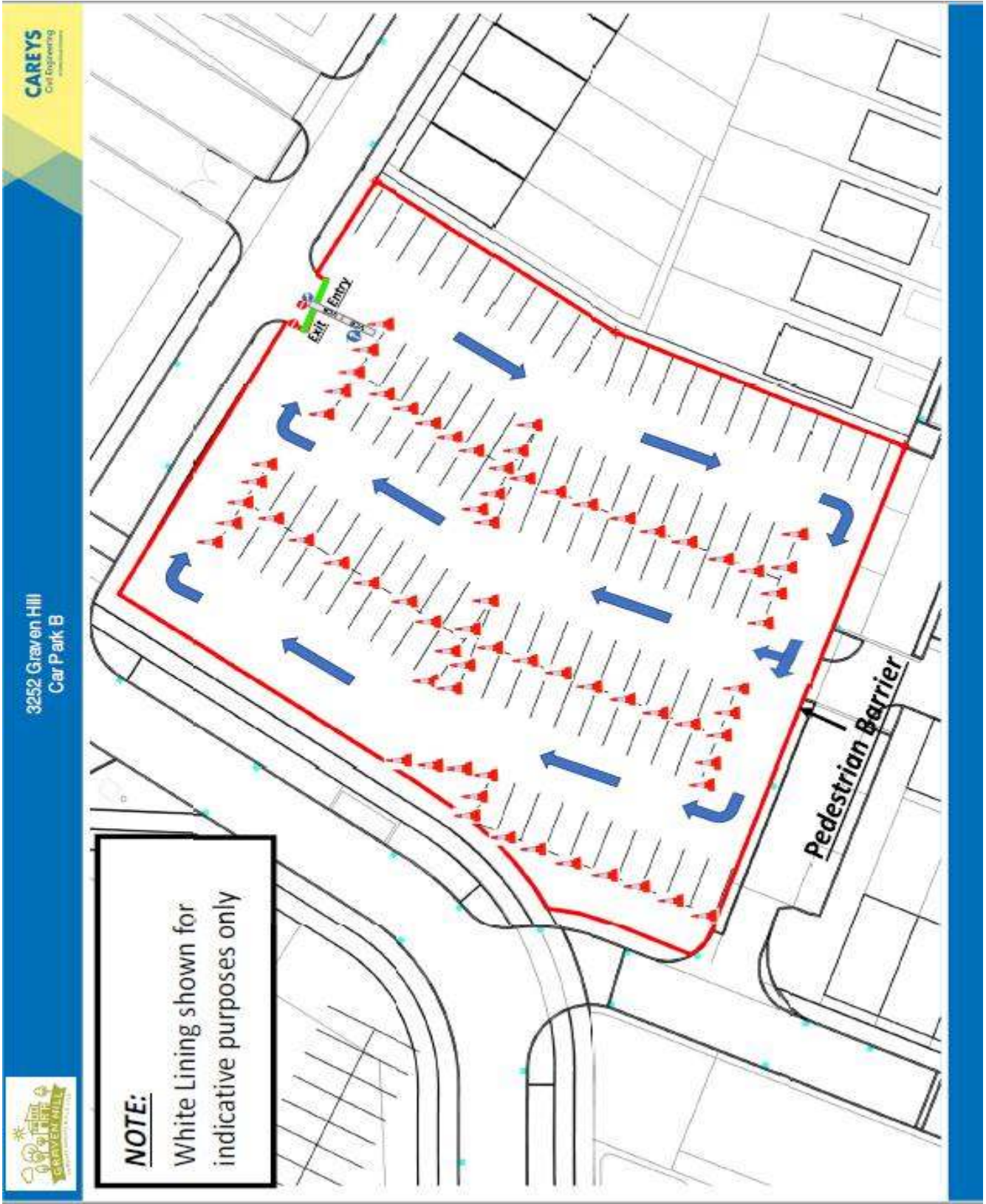


Appendix O1 – Site Car Parking Arrangements





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CAREYS
Civil Engineering

3252 Graven Hill
Car Park B

NOTE:
White Lining shown for
indicative purposes only



