

KENSINGTON GATE CAR PARK

Monthly Parking Contract

| | | |
|-------------------------------------------|------------|--|
| Customer Name: | | |
| Customer Address: | | |
| E Mail: | Post Code: | |
| Telephone No: Home Work Mobile | Fax No: | |
| Motor Car Details: | | |
| Manufacturer | | |
| Model | | |
| Colour | | |
| Registration No: | | |
| Monthly Fee : | | |
| Commencement Date: | | |
| Parking Space Number requested/allocated: | 1 | |

The Customer by signing this contract acknowledges that he/she is aware of and shall be bound by the terms and conditions set out overleaf

I hereby agree to rent a car parking space from Kensington Gate Car Park and to be bound by the terms and conditions set out overleaf

.....
Customer Date

Kensington Gate Car Park use only:

Rolling Monthly Contract approved

.....
For **Kensington Gate Limited** Date

KENSINGTON GATE CAR PARK

Terms and Conditions

1. Capitalised terms shall have the meaning ascribed in the Front-Sheet attached hereto.
2. Kensington Gate Limited (the "Licensor") hereby grants to the Customer a non-exclusive license to utilise the allocated Parking Space on a monthly basis until terminated in accordance with the terms hereof.
3. In consideration of the grant of the non-exclusive licence, the Customer shall pay the Monthly Fee in advance by direct debit to the account of the Licensor and shall complete a valid direct debit form prior to the Commencement Date. The Licensor shall give notice of any changes to the Monthly Fee not less than one quarter prior to any change being effected.
4. The Parking Space shall be utilised for the purposes of parking the Motor Car the details of which appear on the Front Sheet and save with the consent of the Licensor the Licensee shall not allow another motor car to occupy the Parking Space.
5. The Licensor shall provide the Customer with an access card (to gain access through the security gate) and permit (to be displayed in the car whilst utilising the Parking Space). The access card and permit shall remain the property of the Licensor and shall be surrendered by the Customer upon the termination of this contract.
6. The licence hereby granted shall be personal to the Licensee and shall not be capable of assignment and save with the consent of the Licensor pursuant to clause 4 shall not entitle the Customer to authorise a third-party to utilise the Parking Space.
7. The Customer hereby acknowledges that the use of the Parking Space shall be at the Customer's own risk and the Customer further acknowledges that the Licensor shall not be responsible for any loss or damage to the Motor Car, the contents thereof or to the Licensor arising from the use of the Parking Space. The licensor is not liable for any loss of or damage to any vehicle or anything in or about any vehicle.
8. The Licensor shall maintain adequate third party liability insurance in connection with the Kensington Gate Car Park as a whole, but such insurance shall not cover any liability referred to in clause 7 which the Customer acknowledges shall be a risk of the Customer and the Customer hereby covenants to indemnify and keep indemnified the Licensor from and against all actions, claims or damages arising from the matters referred to in clause 7 hereof.
9. The Parking Space shall be utilised solely for the purposes of parking the Motor Car and no car repairs, filling or emptying of tanks nor washing of the Motor Car shall be permitted at any time.
10. The Customer shall be responsible for any damages caused to the structure Kensington Gate Car Park arising from the Customer's use of the Parking Space and shall indemnify the Licensor in respect of any damage so caused by the Customer's use as aforesaid.
11. The Customer shall not place or install any items in the Parking Space which shall be capable of causing an obstruction or prevent access for other users of the Kensington Gate Car Park.
12. This contract shall terminate upon the expiry of one-month's written notice of termination given by either party, whereupon the license hereby granted shall cease and determine and the Customer shall return the access card and permit to the Licensor.
13. This contract shall be governed by and construed by reference to the laws of the Island of Jersey.