

1] Definitions

"Drivers" mean the people who drive a motor into or onto the premises.
 "Enforcement Notice" means the notice confirming the Parking Charge Notice (PCN).
 "The Creditor" means a person who is for the time being entitled to recover unpaid parking charges from the driver of the vehicle (Euro Parking Services Ltd).
 "Enforcement Policy" means parking terms, conditions and contraventions:
 A) A valid permit must be displayed inside the front windscreen on the vehicle in full view at all times with all details clearly visible (motorcyclists and disabled are not exempt). B) All vehicles must park correctly within marking of the bay or space. C) If parked within a disabled bay, a valid disabled badge must be clearly visible. D) Paton's parking whilst on the premises only. E) No parking Zones F) Parked longer than the maximum stay or returned within no return time must be adhered to, for the purpose of using the facilities at the Premises only or such regulations as the company at its sole discretion shall apply. Any vehicle that does not comply with the Enforcement Policy is considered a nuisance (to the extent of "trespassing"), it is contravening the terms and conditions of the car park and is therefore to be issued with an Enforcement Notice.
 "PCN (Parking Charge Notice) Charge" means the rate set at a level to deter drivers from parking at the site in breach of the Enforcement Policy. The rate set shall be £100 reduced to £60 if paid within 14 days of the issue, which the company is in absolute discretion collects from the drivers parked in contravention of the enforcement policy.
 "Relevant Land" means any land (including land above or below ground level) other than—
 (a) a highway maintainable at the public expense (within the meaning of section 329(1) of the Highways Act 1980); (b) a parking place which is provided or controlled by a traffic authority; (c) any land (not falling within paragraph (a) or (b)) on which the parking of a vehicle is subject to statutory control.
 "Premises" means (Site Address/Relevant Land): Units 1-4 Stanley Road, Wakefield, WF1 4LH

or (as the case may be) any other Premises in which for the time of the Scheme is in operation with the consent of the client.

"Signage" means signs displayed at the Premises.

"Scheme" means the car park monitoring operation and any associated items and includes (where appropriate) all replacements thereof and additions thereto and any other equipment and means (including but not limited to, bollards, posts, speed bumps, traffic calming equipment, cabinets and underground cables) which the company may use at the Premises to impose the Enforcements policy.

"The Company" means Euro Parking Services Ltd.

2] Term

2.1) This agreement shall come into force when it has been signed on behalf of the client and the company.

2.2) This agreement shall continue in force for a Fixed period of 12 months commencing from the date of this agreement. At the end of the Fixed Period, this agreement shall be automatically renewed for a further 12 months unless terminated by either party giving to the other not more than one hundred 120 (120 days of less than ninety (30) days prior written notice to expire at the end of the Fixed Period, time to be of the essence.

3] Company's rights and obligations

3.1) The Company shall install the system and throughout the period of this agreement take good care of the system and operate the same in a proper manner.

3.2) The Company shall impose the Enforcement Policy.

3.3) The Company shall fix exhibit and display the Signage to the Premises to inform Drivers of the Enforcement Policy. In the event of such signage requires the consent of the local planning authority, the client shall provide such assistance as deemed necessary by the company. The client shall inform the company if the signage is damaged, requires repair or replacement.

3.4) In the event of the Enforcement Notice levied in error, the Company shall cancel the enforcement notice at no expense to the client.

3.5) All monies received by the company shall be retained by the company absolutely and the client shall have no entitlement to them.

3.6) The Company shall have the absolute right to determine whether any PCN Charge is properly due and owing and the client shall raise no objection to the decision of the company which shall be final.

3.7) The Company has absolute right to assign the benefit of this Agreement and may subcontract any element if it so desires. The company may instruct GB Parking Services Ltd or any other or any other company it chooses to operate the Parking System/Scheme and Enforcement Policy.

3.8) The Company may use any other system to impose the Enforcement Policy (inter alia ticketing, manual patrols, CCTV, ANPR) as it sees fit. The Company will install its signage and then carry out research into driver behaviour/patterns (for the Company's own use only) before continuing the rest of the Scheme.

3.9) The Company agrees to carry public liability insurance in such amounts as shown below and to pay all premiums thereon when due. Public liability £5,000,000 each occurrence but unlimited in period of insurance. Employer's liability £10,000,000 any one occurrence.

3.10) The Company agrees to be a member of a Approved Operator Association/Scheme such as the IPC (Independent Parking Committee).

3.11) The Company may end/terminate the Association with the BPA or IPC and assign the benefit of this Agreement and may subcontract any element if it so desires. The company may instruct GB Parking Solutions Ltd or any other or any other company it chooses to operate the Parking Scheme and Enforcement Policy.

3.12) During patrols, any vehicle parking breaching the Enforcement Policy will be issued with a PCN. The Company may request keeper details from the DVLA to pursue the outstanding parking charge from the driver, and may pursue PCNs through the courts. The Company has the right to recover charges from the drivers/keepers of vehicles as per the definition of the 'Creditor' within the Protection of Freedoms Act 2012, Schedule 4.

4] Clients Rights and obligations

4.1) The Client grants the Company the absolute right to install its system and demand/collect PCN Charges from the drivers at the Premises on its own behalf. The client permits the company and any person authorized by the company to install the system and have access to the system at all reasonable times; and agrees not to make or endeavour to make any alterations to additions to the scheme or any part thereof nor permit any other person to do so without prior written consent of the Company.

4.2) The client may (but not necessary) insure the signage against public liability, loss, damage and theft with a reputable insurer and the Company's details shall be noted on the policy of a copy of which shall be supplied to the Company on request.

4.3) The Client is responsible for the repair and maintenance of the Premises and for the health and safety of the Drivers.

4.4) The Client shall use its reasonable endeavours to support the Company's enforcement of the Enforcement Policy, and that it is aware that it may receive considerable direct contact from drivers who have received PCN Charge. In such circumstances the client warrants that it or its

representatives/staff will not enter into discussions or correspondence with Drivers, but will instead direct Drivers to the Company's Appeals Department.

4.5) The Client may request for a PCN to get cancelled as long as there is a reasonable cause. Cancellations shall be made by email within 14 days from the date the notice is issued to the driver.

5] Force Majeure

5.1) If a Force Majeure Event prevents the affected Party from complying with any of its obligations under this Agreement, the Affected Party shall be excused performance, and any liability for non-performance, of those obligations, for the durations of the Force Majeure Event, save that a Party is not entitled to rely on this clause to the extent that it fails to take all reasonable steps to mitigate and minimise the period of the delay or to provide reasonable precautions or workarounds.

5.2) When a Force Majeure Event prevents the affected Party from complying with any of its obligations under this Agreement, the affected party must notify the other party immediately. If such Force Majeure Event lasts more than sixty (60) days from the date of notification a such Force Majeure Event prevents that party from performing its material obligations under this agreement during that period, the other Party is entitled (but not obligated) to terminate this agreement immediately on written notice at not cost.

5.3) Upon the cessation of the Force Majeure Event the Affected Party must promptly notify the other Party of such cessation and resume performance of the affected obligations (unless the Agreement has been terminated in accordance with clause 5.2)

5.4) For the avoidance of doubt, if, as a result of a Force Majeure Event, the performance by the affected party of some but not all of its obligations under this agreement is affected, the affected party nevertheless remains liable for the performance of those obligations not affected by the Force Majeure Event.

5.5) Neither Party is liable for any costs or expenses of the other party arising as a result of any Force Majeure Event.

6] Limitation of Liability

6.1) These conditions shall not be deemed to constitute or imply any warranty by the Company that the System will at all times operate satisfactory without malfunction, and the Company gives no such warranty.

6.2) The Company shall not be held liable for any breach of the Enforcement Policy.

6.3) The Company shall not be liable for any failure of the Scheme.

7] Termination

7.1) The Company may terminate this Agreement or remove any individual property from the Premises, upon giving the Customer not less than 45 days notice, in the event of vandalism to the signage, or if in the Company's opinion it is not commercially viable to maintain the system at the premises.

7.2) Either party may terminate this Agreement at any time by notice in writing to the other if:

a) The other party fails to perform or observe any material term of this agreement and in the case of a remediable breach, fails to remedy such breach within 30 days of receiving notice of such breach; or b) The other is in persistent breach of any of its obligations under this agreement whether material or not and whether or not capable of remedy; or c) The other is unable to pay its debts within the meaning of S123 Insolvency Act 1986 or any statutory modifications or re-enactment thereof or equivalent provision in other jurisdiction; or d) any step, action, application or proceeding is taken by or in respect of either the whole or any part of its undertaking for voluntary winding-up, dissolutions, administration, receivership (administrative or otherwise) or bankruptcy;

7.3) At the end of the Term however so determined, the company shall remove the Signage and the Company's fixtures and fittings (if any) but shall not be required to make good any damage caused by their removal.

8] Entire agreement and applicable law

8.1) This agreement constitutes the entire agreement between the Company and the Client and supersedes all other agreements, statements, representations or warranties made by or between the parties or either of them concerning the same. This agreement shall be treated as a Master Agreement superseding all other agreements, statements, representations or warranties made by or between the parties or either of them concerning the premises.

8.2) No waiver, alteration, variation or addition to the Agreement shall be effective unless made in writing on or after the date of signature of this Agreement by both parties and accepted by an authorised signatory of both parties.

8.3) The interpretation construction effect and enforceability of this agreement shall be governed by English Law, and the parties agree to submit to the jurisdiction of the English Courts. Where the Premises are located in Scotland, this Agreement shall still be governed by English Law and the Jurisdiction of English courts, as far as is permissible under Scottish Law.

9] Notices

9.1) All notices, documents or other communications (a 'notice') to be given hereunder shall be in writing and shall be transmitted by first class registered or recorded delivery mail, or by facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party shown. Any Notice sent by mail shall be deemed to have been duly served three working days after the date of posting. Any Notice sent by facsimile or another electronic means shall be deemed to have been duly served at the time of transmission (if transmitted during normal business hours at the location of the recipient and if not so transmitted then at the start of normal business hours on the next business day commencing at such location after the time at which the transmission was made.)

10] Miscellaneous

The affected party from complying with any of its obligations under this Agreement.

10.1) The heading in this agreement shall not affect its interpretation.

10.2) Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

10.3) In the event that any invoice needs to be raised between the parties, any monies already received shall be deemed exclusive of VAT. Invoices will be issued in accordance with the company's invoicing policy and the customer shall raise any query thereon within 14 days of receipt or shall be deemed to have accepted them correct and valid for payment.

10.4) If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

Date: 27 Jan '16

Client: LEATHRO-PLTD

Client Address: CB LEP MANAGEMENT LTD
LEP HOUSE, DY6 7NA

Sign on behalf of Client

Authorised Signatory:

Full Name: JAMES MILARD

Position: ASSET MANAGER

Sign on behalf of Company

Authorised Signatory:

Full Name: JAMES TARK

Position: Area Manager