

Terms & Conditions

Test Parking is a trading style of ParkCloud Ltd.

1. ParkCloud acts as a booking agent only and therefore all responsibility and liability for all vehicles lie with the car park, hotel, meet and greet service or other establishment ("Parking Provider") reserved. You agree that you are making a booking through a ParkCloud website for online booking agency services only, and the supply of car parking is made by the Parking Provider to you directly when you arrive at the pre-booked location. The Parking Providers are independent companies and not agents or employees of ParkCloud. ParkCloud is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. ParkCloud has no liability and will make no refund in the event of strike, force majeure or other causes beyond its direct control, and it has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

2. ParkCloud monitors prices to offer the best value for money. Prices can go up as well as down due to seasonal variations and special offers. All prices shown are for pre-booking online and the prices quoted by Parking Providers are usually inclusive of any applicable VAT (or local country equivalent) chargeable in the provider's country, and include any and all other applicable taxes unless otherwise indicated. There are no payment surcharges regardless of the method of payment used.

3. Booking and Cancellation Procedures

- 1. Bookings made through any ParkCloud website generate booking vouchers automatically upon completion of a booking. This voucher may be generated by ParkCloud or by the Parking Provider directly. A booking however is not a guaranteed place. ParkCloud or the Parking Provider may cancel a booking if the Parking Provider is not able to fulfil it. In this circumstance, a full refund will be given if you have pre-paid online.
- 2. Please make sure you have directions and instructions for the service you have booked, as well as the Parking Provider's telephone number, and details of the entry and exit procedures. It is your responsibility to obtain valid directions before departing - any missed bookings, flights or other problems arising from your failure to obtain valid directions will not be refunded by ParkCloud.
- 3. If you are charged a higher price than that confirmed on your booking voucher by the Parking Provider because you do not follow the correct booking, entry or exit procedure, or if you fail to present your booking voucher, ParkCloud will not be able to obtain a refund on your behalf.
- 4. Transfers to a given location may be included in the prices shown on the relevant ParkCloud website, but please check the Parking Provider details listed on the appropriate website or contact ParkCloud before placing your booking to confirm this.
- 5. If you stay for fewer days than your original booking, it is at the discretion of the Parking Provider whether any discount or refund is applied.
- 6. Price calculations vary according to many factors, including but not limited to the booking date, length of stay, vehicle drop-off date/time and vehicle pick-up date/time.
- 7. Depending on the Parking Provider and product you have selected, you may have to leave your vehicle keys with Parking Provider staff. In this case, you must ensure, before leaving your vehicle with the Parking Provider, that it is in a roadworthy condition and that it has all applicable regulatory requirements (e.g. insurance) in place. The Parking Provider in this case reserves the right to move your vehicle within or outside of the car park by driving or otherwise to such extent as the Parking Provider, or its employees, may at their discretion think necessary for the efficient arrangement of its parking facilities at the car park, in emergencies or to avoid accidents or obstructions. Should the Parking Provider's employees need to take your vehicle on the public highway, the Parking Provider's drivers should be fully insured by the Parking Provider for this purpose, however, customers should verify this for themselves.
- 8. All parking is subject to the terms and conditions of the individual Parking Provider. It is your responsibility to request the Parking Provider's terms and conditions before or upon arrival. Please note that any such Parking Provider terms and conditions take precedence over those provided by ParkCloud. Please read all terms and conditions in relation to offers and promotions carefully.
- 9. Any circumstances resulting in the Parking Provider's employees being kept waiting, including but not limited to, input errors, or late arrivals by customers, may result in an administration charge, payable to the Parking Provider's employees immediately, or the withdrawal of the service with no refund.
- 10. High-sided or wide vehicles: Not all Parking Providers can accommodate oversized vehicles, vans, camper-vans etc. and, if accepted, there may be an extra charge. Unless specified within the car park information provided on the relevant ParkCloud website, any bookings for parking are valid only for small/average-sized cars. If a vehicle does not fit into this category, it is the customer's responsibility to select the appropriate vehicle type on the booking form, or, if not available, to contact ParkCloud before booking. ParkCloud will not accept refund requests for any supplement charged at the car park if the appropriate vehicle type is not specified when booking, or if the vehicle type cannot be accepted by the Parking Provider.
- 11. ParkCloud advises customers to arrive with plenty of time to continue their onward travel.
- 12. All vehicles are parked at the customer's risk. In the event of any complaint, claim or dispute (e.g. if a vehicle should suffer damage whilst left with a Parking Provider, or should a vehicle, or any of its contents, be lost whilst left with a Parking Provider), the customer must deal directly with the Parking Provider concerned. Under no circumstances will ParkCloud take any responsibility for such an event. Any claims for loss or damage to vehicles or in relation to the quality of the service provided should be made to the Parking Provider. ParkCloud will, on request, provide contact details for the Parking Provider. This does not affect your statutory rights as a consumer.
- 13. Some Parking Providers apply administrative costs and fees to amendments and cancellations. Where applicable, it will be stated at the time of booking and on your booking voucher.
- 14. Some Parking Providers advise that their services are non-refundable and/or non-amendable. Where applicable, it will be stated at the time of booking and on your booking voucher.

4. ParkCloud's websites contains hyperlinks to websites operated by third parties. ParkCloud does not control such websites and will not be held responsible for their content, or for any breach of contract, or any intentional or negligent action on the part of such third parties which result in any loss, damage, delay or injury to you or your companions. ParkCloud is not responsible for the accuracy of opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by ParkCloud. Inclusion of any linked website on the ParkCloud website does not imply or constitute approval or endorsement of the linked website by ParkCloud. If you decide to leave the ParkCloud website to access these third party sites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of websites operated by third parties will apply to you while on such sites. ParkCloud is not responsible for information provided by you to third parties.

5. All content of the ParkCloud websites is copyright © ParkCloud Ltd, All rights reserved. Other product and company names mentioned herein may be the trademarks of their respective owners. Images on any ParkCloud websites are incorporated for viewing purposes only and may not be saved or downloaded in any format. Any customer reviews featured on ParkCloud's websites do not represent the opinions of ParkCloud.

6. The information, products and services published on ParkCloud's websites may include inaccuracies or typographical errors. In particular, ParkCloud does not guarantee the accuracy of, and disclaims liability for, inaccuracies relating to the information and descriptions of the products provided on any ParkCloud website (including, but without limitation to, photographs, lists of amenities, general descriptions, etc.), much of which is provided by the Parking Providers. Any ratings displayed on ParkCloud websites are intended only as general guidelines, and ParkCloud does not guarantee the accuracy of such ratings. Changes are periodically made to the information herein. ParkCloud and/or its respective suppliers may make improvements and/or changes to any website at any time. ParkCloud and/or its respective suppliers make no representations about the suitability of the information, products, and services contained on the ParkCloud websites for any purpose and the inclusion or sale of any products or services on ParkCloud's websites does not constitute any endorsement or recommendation of such products or services by ParkCloud. ParkCloud, and/or its respective suppliers, hereby disclaim all warranties, terms and conditions with regard to this information, software, products, and services, including all implied warranties, and conditions, of suitable quality, fitness for a particular purpose, title, and non-infringement. ParkCloud and its suppliers will not be liable, under any circumstances, for any damages (including, but not limited to, indirect, incidental, punitive, special, or consequential) arising out of, or in any way connected with the use of, ParkCloud's websites, or with the delay or inability to use ParkCloud's website, or for any information, software, products, and services obtained through any ParkCloud website, or otherwise arising out of the use of any ParkCloud website, (including, but not limited to, loss of use, data, profits, savings or opportunities), whether based on contract, strict liability or otherwise, even if ParkCloud and/or any of its suppliers have been advised of the possibility of damages. ParkCloud and/or its respective suppliers shall be liable for direct loss arising out of the use of the ParkCloud website, whether based on contract, strict liability or otherwise, up to a maximum of the total value of the transaction under which the claim arises for any one event or series of connected events. These terms and conditions and foregoing liability disclaimer do not affect your statutory rights as a consumer.

7. You agree to defend and indemnify ParkCloud, its affiliates, and/or its respective suppliers and any of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- 1. your breach of these terms, conditions and notices or the documents referenced herein;
- 2. your violation of any law or the rights of a third party; or
- 3. your use of any ParkCloud website.

8. As a condition of your use of a ParkCloud website, you warrant to ParkCloud that you will not use the website for any purpose that is unlawful or prohibited by these terms, conditions and notices.

ParkCloud Ltd is registered in the UK under number 6557569.