

This Agreement

- i. This agreement is between the driver who has booked a parking space through Niblock Logistics Solutions Ltd (NLS). It applies to all bookings including those involving the storage of goods or for camping space.
- ii. The Driver agrees that they are responsible for the safe and correct parking of their car in the allocated space as set out by NLS.
- iii. NLS grants a license to the Driver to use and occupy the Parking Space during the License Period as set out in the Confirmation Email. The Driver is not a tenant of NLS and has not been granted exclusive possession of the Parking Space.
- iv. All vehicles and contents are parked at the owners risk and NLS will not be responsible for any loss or damage.

2. Booking and Payment

- i. Payment in full must be made prior to or at the commencement of the booking.
- ii. Payment can be made via PayPal or cash on arrival.
- iii. A deposit may be requested before a booking is confirmed.
- iv. Upon full payment, NLS accepts that payment of the fees for the license to park represents a full discharge of the Driver's payment obligations for that booking.

v. Deposit and balance - Payment on arrival

If the Driver has paid a booking deposit to NLS then the Driver will be liable to pay the balance of the charges for the booking to the NLS either on arrival at the space or by agreement. NLS accepts that payment of the booking deposit for the license to park represents a partial discharge of the Driver's payment obligations for that booking equal to the amount of the deposit. The Driver and the NLS each agree to cooperate in order to arrange for payment in the form specified in the Confirmation Email.

3. Cancellation

- i. All bookings are made subject to these terms and conditions. The Driver may cancel the booking but with full loss of the deposit.
- ii. In the unlikely event of serious circumstances occurring, NLS may cancel the booking without notice prior to the commencement of the License to park and return all monies paid.

• Long-Term Booking

1. A long-term booking is a booking for a period of more than six consecutive weeks.

2. The Driver will be required to pay an initial booking deposit or the first month's license charges at the time the booking is made. All subsequent payments due to the NLS must be paid every 30 days in advance.

4. End of License Period

The Driver **must** vacate the Parking Space and cease using the Parking Space by the end of the License Period. The exact departure time from the Parking Space will be as stated in the Confirmation Email.

· **Overstays**

- Unless NLS has agreed to a later departure time or a further License Period the Driver will be liable to pay for a further days parking pro rata to the fees paid.

5. Driver obligations

1. The Driver has primary responsibility for their own safety and the safety of their vehicle during the License Period. NLS is not responsible for ensuring the safety of the Driver or the vehicle.
2. The Driver may not allow any person other than the driver(s) named in the Confirmation Email and shall not allow any vehicle other than the vehicle specified in the Confirmation Email to occupy the Parking Space at any time during the License Period. This agreement is personal to the Driver and NLS and may not be transferred to any other person. If anyone other than the driver named in the Confirmation Email attempts to use the Parking Space or if anyone attempts to park a different vehicle in the Parking Space during the License Period NLS may refuse access to that individual and their vehicle (even if they have the authority of the Driver).
3. The Driver represents, warrants and agrees that they will:
 - i. keep the Parking Space clean, tidy and clear of rubbish and leave the Parking Space in the same condition as they find it;
 - ii. park the vehicle in the Parking Space without obstructing any adjoining or nearby parking spaces or property;
 - iii. notify the NLS of any damage to the Parking Space during the License Period as soon as it occurs;
 - iv. not do or permit to be done on the Parking Space anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Owner or to the owner or occupier of neighboring property;
 - v. not conduct any illegal or immoral activity from the Parking Space;
 - vi. not conduct any business or commercial activity whatsoever from the Parking Space;
 - vii. not use the Parking Space for any purpose other than for parking;
 - viii. maintain insurance on the vehicle as required by applicable law;
 - ix. indemnify and hold harmless NLS against all loss, liability, damages, costs and expenses arising from the Driver's negligence in connection with the Parking Space.

4. The Driver acknowledges that the Parking Space is someone else's property and agrees not to access any other part of the property to which the Parking Space is attached.

6. Owner obligations

1. Although the Driver has primary responsibility for their own safety and the safety of their vehicle during the License Period and NLS is not responsible for ensuring the safety of the Driver or the vehicle, NLS will not deliberately do or omit to do anything which will or is likely to put the Driver's vehicle or persons at risk.
2. NLS will ensure that the Parking Space is available for the duration of the License Period and will not obstruct the Driver or prevent the Driver from parking in the Parking Space. NLS will not allow any person other than the Driver and shall not allow any vehicle other than the vehicle specified in the Confirmation Email to occupy the Parking Space at any time during the License Period.
3. NLS represents, warrants and agrees that:
 - i. the Parking Space listing is true complete and accurate;
 - ii. they will be available by telephone prior to or at the commencement of the License Period to direct the Driver to the Parking Space;
 - iii. they will ensure that the Parking Space is clean, tidy and clear of rubbish at the start of the License Period;
 - iv. they will act with courtesy towards the Driver and assist and cooperate with the Driver in relation to locating the Parking Space.