

## **1. General**

- 1.1. These terms and conditions ("Terms") apply to all car parking services made via [go.evopark.de/thistlesstirling](http://go.evopark.de/thistlesstirling) (you will be provided with a copy of these terms when you order and it is that version of our terms and conditions that applies to your purchase).
- 1.2. Any contract made between you and us via this website is governed by Scottish Law and any dispute between us will be resolved exclusively in the courts of Scotland.
- 1.3. Stirling Investment S.a.r.l. reserves the right, without notice, to amend the specification of the products or services presented on this site and to discontinue any product or service.
- 1.4. Stirling Investment S.a.r.l. reserves the right to change these terms at any time. We recommend that you always read these terms before booking, to satisfy yourself that you accept them.
- 1.5. These terms, along with all other relevant terms and conditions that are referred to in these terms and any other terms referred throughout the payment process, constitute the entire agreement between you and Stirling Investment S.a.r.l. with respect to the sale of the relevant services.
- 1.6. We are only supplying you with car parking under the contract and will not be responsible for any costs, compensation or expenses relating to any other services that you may have arranged.
- 1.7. Although we attempt to provide our customers with a satisfactory service, should you have any complaints, please use our online feedback process via [informationdesk@stirling-thistles.co.uk](mailto:informationdesk@stirling-thistles.co.uk)
- 1.8. Should you need to contact us, please call our control room on the following phone number 01786 470055.
- 1.9. Please be aware that our car parks use a number plate recognition service and as such please ensure that your vehicle registration plate number is accurately entered at the point of payment.

## **2. Payment**

- 2.1. Payment must be made online or by one of the payment methods mentioned on our website.
- 2.2. When you have completed your registration having provided all the necessary details, we will send you email confirmation. You are responsible for supplying a valid email address and vehicle registration and we cannot be held responsible for non-delivery due to transmission failure or incorrect details provided by you.

## **3. Cancellations and Amendments**

- 3.1. Refunds or amendments will be made at the discretion of Stirling Investment S.a.r.l. Please contact [informationdesk@stirling-thistles.co.uk](mailto:informationdesk@stirling-thistles.co.uk) to make a refund or amendment request.

## **4. Entry / Exit Procedures**

- 4.1. You must enter/exit the car park following the instructions provided to you in your email confirmation.

4.2. Please be aware that our car parks use a number plate recognition service and as such upon entry and exit your car park registration will be captured.

4.3. If your number plate is not recognised, a ticket will be dispensed, and you will be unable to use our online system for payment.

## **5. Car Park Conditions of Use**

5.1. Parking on this site is managed by Stirling Investment S.a.r.l.

5.2. You acknowledge that you enter into this contract with us based on these terms. You agree to indemnify us for any losses we suffer in respect of any breach of these terms, including but not limited to overstay charges and charges for breaching the car park terms including leaving the car park without paying any unpaid charges which are due for the car.

5.3. Stirling Investment S.a.r.l. is not responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it resulting from your failure to do these things. Stirling Investment S.a.r.l. and its subcontractors do not accept any valuables or other articles for safe custody.

5.4. By entering this Car Park, you contract and consent to comply with the terms and conditions of this Car Park.

5.5. This Car Park is monitored by ANPR Systems. Your registration number will be captured on entrance and exit. All vehicles must pay for parking either by card at the exit barrier, by card at the pay stations, or online.

5.6. No vehicle may park in any bay designated for special usage unless it is displaying the necessary badge, permit or pass.

5.7. No vehicle may park outside of a marked parking bay.

5.8. No vehicle may park in such a way as to cause an obstruction to others.

5.9. Disabled badge holders must also pay for parking in a designated disabled bay.

5.10. Stirling Investment S.a.r.l. accepts no responsibility for any loss or damage to any vehicle or contents as detailed in the full terms and conditions.

## **6. Car Park Terms and Conditions**

6.1. To view a copy of the full car park terms and conditions, please visit our website via <https://www.thistlesstirling.com/car-park/>.

## **7. In Case of Fire**

7.1. Call fire brigade immediately.

7.2. Proceed to nearest available exit.

7.3. Do not return to your vehicle. This Car Park is protected by closed circuit television CCTV in operation. Images are being monitored for the purpose of maintaining the security of the premises, the prevention and investigation of crime and in the interest of good estate management. Please call 01786 470055 for further information.

## **8. CCTV**

- 8.1. Where CCTV cameras are installed in our car parks, they are used to assist in the proper management of the car park. The CCTV cameras may also act as a deterrent to criminal activity. We do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in car parks where CCTV is installed. If you believe that criminal damage has been caused to your vehicle/property you should report this to the police. If there is any footage available, Police Scotland will be given full access to all our CCTV footage and Stirling Investment S.a.r.l. would fully cooperate with any police investigation where deemed necessary.
- 8.2. While Stirling Investment S.a.r.l. uses reasonable endeavors to ensure that the car parks are secure, Stirling Investment S.a.r.l. cannot be held liable for any loss or damage that may occur.
- 8.3. You must comply with all directional signage and other instructions when in the car parks.
- 8.4. We reserve the right to refuse admission for any vehicle to the car park for any reason whatsoever and may remove from the car park or move within the car park any vehicle by whatever method we consider reasonable at the expense of the user/owner.
- 8.5. We additionally reserve the right, where the car park must be closed either permanently or temporarily in whole or in part or must be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient car park within the control of Stirling Investment S.a.r.l. or otherwise as may be practical.
- 8.6. No activity in connection with the selling, hiring or other disposal of vehicles shall be carried out in the car park.

## **9. Electric Vehicle Charging**

- 9.1. Electric vehicle charging is not currently available in Thistles and Thistle Marches Car Parks.

## **10. Damage Notification and Complaints Procedure**

10.1. If your vehicle sustains damage while in a car park or if you lose your vehicle or any of your possessions from your vehicle while it is in a car park, you should:

- immediately inform a member of the security staff, and the incident will be documented.
- in the case of theft, immediately inform the police.

10.2. Vehicle claims cannot be considered unless they are reported and documented prior to departure from the car park. We accept no liability for loss or damage, including any damage to your vehicle's paintwork (including where caused by a third-party) unless proved to be caused by our negligence.

10.3. We do not accept liability for any damage to your vehicle (whether caused accidentally or by way of vandalism) while the vehicle is in any car parks.

10.4. If you wish to register a complaint about the service that you have received, please use our online feedback process via [informationdesk@stirling-thistles.co.uk](mailto:informationdesk@stirling-thistles.co.uk)

10.5. If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details that are relevant to the incident.

## **11. Parking Contraventions**

11.1. In using the car park, you agree to abide by any additional terms that may be displayed in or around the car park. If on entry to the car park you are not willing to abide by the additional terms, then please leave the car park immediately.

11.2. If the equipment in the car park is damaged by you, your vehicle, or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

## **12. Events Beyond Stirling Investment S.a.r.l.'s Control**

12.1. We do not accept liability for any failure by us to perform our obligations due to an event beyond our reasonable control.

12.2. Nothing in these terms limits our liability in the case of death or personal injury caused by our negligence, or in the case of fraud.

12.3. Without any prejudice, we do not accept liability for:

- any indirect or consequential loss.
- any loss of profit, loss of employment, loss of revenue, loss of data or loss of earnings.
- for theft of or from your vehicle.