

DATED 1st March 2014

PARKING MANAGEMENT AGREEMENT

between

GEMINI PARKING SOLUTIONS LONDON LIMITED

and

COFELY WORKPLACE LIMITED

Ref:AD/Clients/Gemini Parking Solutions London Ltd/
Parking Management Agmt v 01/01/14

THIS AGREEMENT is dated
and made between:

1st March 2014

- (1) **GEMINI PARKING SOLUTIONS LONDON LTD**, a company incorporated in England and Wales with company registration number 8214352 whose registered office is at 13 - 17 High Beech Road, Loughton, Essex, IG10 4BN (**the Company**); and
- (2) The persons or company as detailed in Part 1 of the Schedule to this Agreement (**the Customer**).

Background

- A. The Customer has instructed the Company to provide car park management control systems and services relating the issuing of parking charge notices and on vehicles parked at the locations detailed in Part 2 of the Schedule to this Agreement.
- B. The parties have agreed that the Company shall have an exclusive right to provide such services at all of the Customer's car parks and that the terms of these services will be governed by the content of this Agreement.

1. Definitions

1.1

'Commencement

Date' means the date of this Agreement

'Equipment' means car park management systems, monitoring equipment, signage and any associated items.

'Locations' means the parking locations as detailed in Part 2 of the Schedule and any other private road locations which the Customer may operate during the Term.

'Monthly

Management Fee' a monthly fee payable by the Customer for the sum set out in Part 3 of the Schedule

‘Parking

Charge Notice’

means any parking ticket which is issued by the Company upon the owner of an Unauthorised vehicle which is parked in the car park at the Locations which requires the display of a valid permit, payment of a fee or other charge relating to the parking of the vehicle without authority, and in connection with some enforcement activity

‘Services’

means:

- (i) the installation of the Equipment;
- (ii) maintenance and replacement of any Equipment required for the operation of the car park areas ;
- (iii) monitoring of the car park and taking any necessary enforcement action against the owners of vehicles who have parked in an Unauthorised manner in the car park at the Locations.

‘Initial Term’

means a period of 12 month commencing on the Commencement Date unless otherwise terminated by the Company in accordance with Clause 2.4

‘Unauthorised’

means a vehicle parked at the Locations in any of the following scenarios:

- (i) Non display of a valid permit
- (ii) Parked within a no parking area
- (iv) Non display of a valid blue badge

2. Agreed Terms

- 2.1 The Company shall have an exclusive right to provide the Services to the Customer at the Locations for the Term.

- 2.3 The Company shall [REDACTED]
[REDACTED]
- 2.4 The Company shall reserve the right at all times during the Term to withdraw the provision of any or all of the Services at any of the Locations [REDACTED]
- 2.5 The Services shall be provided [REDACTED].
- 2.6 The Customer shall pay to the Company the Monthly Management Fee in advance on the 1st day of each calendar month.
- 2.7 The Company reserves the right to use agents or sub-contractors to carry out the Services.

3. The Company's Obligations

- 3.1 The Company shall at all times in connection with the provision of the Services:
- 3.1.1 carry out the Services efficiently and promptly;
 - 3.1.2 maintain Public Liability Insurance in connection with the provision of the Services with cover to a maximum of [REDACTED];
 - 3.1.3. comply with and adhere to all the terms of the British Parking Association's AOS Code;
 - 3.1.4 maintain any relevant statutory or other licences necessary for the provision of the Services;
 - 3.1.5 fix exhibit display and maintain sufficient signage both at each entrance to the Locations and at suitable points within the Location in order to adequately advise drivers of the conditions of using the Locations;
 - 3.1.6 pursue for payment any user of the Location who has been issued with a Parking Charge Notice but has failed to make payment within the time period specified therein including without limitation taking any legal action which the Company shall in its absolute discretion deem necessary to recover such payment;
 - 3.1.7 deal with any complaints or appeals arising from the Company's provision of the Services or the issuing of Parking Charge Notices to drivers at the Locations in an expedient and prompt manner; and

3.1.8 hold any data on the users of the Locations obtained during the provision of the Services in accordance with the Data Protection Act, and any other statutory requirements or regulations in force from time to time.

4 The Customer's Obligations

4.1 The Customer shall at all times during the Term:

4.1.1 ensure that such planning consents as may be required in order for the Company to install the Equipment at the Locations and carry out the Services at the Locations have been obtained and are maintained at all times;

4.1.2 allow the Company access to the Location in order to perform the Services;

4.1.3 ensure that the Location is accessible by drivers wishing to park at the Location;

4.1.4 refrain from making or endeavouring to make alterations to the Equipment at the Location or any part thereof nor permit any other person to do so with the prior written consent of the Company;

4.1.5 be responsible for any loss or damage to the Equipment at the Locations or the replacement cost incurred by the Company in replacing or repairing the Equipment and should maintain adequate insurance against these costs;

4.1.6 ensure that any of its staff who are authorised to park at the Location are issued with a parking permit, the form of which shall be made known to the Company, and are informed of the need to display this permit at all times whilst parked at the Location as failure to do so will result in such persons being issued with a Parking Charge Notice;

4.1.7 The Customer and their agents may request the cancellation of a Parking Charge Notice issued on this site at a cost [REDACTED]. [REDACTED] However the final decision to cancel a correctly issued Parking Charge Notice will be to the digression of the company. All requests to cancel a Parking Charge Notice must be forwarded to the Company in writing within 14 days of the date when the Parking Charge Notice was issued.

- 4.1.8 carry out its obligations under this agreement in an expedient and prompt manner.
 - 4.1.9 give the Company permission (or if you are not the freeholder of the premises, you agree that you are responsible for obtaining permission of the freeholder if needed and the Company can rely upon you having done so) to install, inspect, maintain and keep such systems as are required in order to provide the Services at the Area.
- 4.2 The Customer shall not, during the Term, appoint any other company to provide the Services at the Locations.

5. Risk/Responsibility

- 5.1 Users of the Locations enter entirely at their own risk and the company shall accept no liability for any injury or loss suffered as a result of this use.
- 5.2 The Customer shall at all times have in place sufficient Occupier's Liability Insurance in respect of any claim made by a user resulting from its use of the Locations.

6 Service of Notices

All notices, documents or other communications (a "Notice") shall be sent by first class post to the following addresses (or such other addresses as may be notified in writing for this purpose) and shall be deemed received within 48 hours of posting.

If to the Company: Gemini Parking Solutions London Ltd, P O Box 2525, Woodford Green, Essex IG8 1HR.

If to the Customer: The address detailed in Part 1 of the Schedule.

7 Entire Agreement

The contents of this agreement form the entire agreement between the parties, and no representations before, during or after acceptance of this contract is binding on either of the parties, except by agreement in writing.

8 Jurisdiction

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.

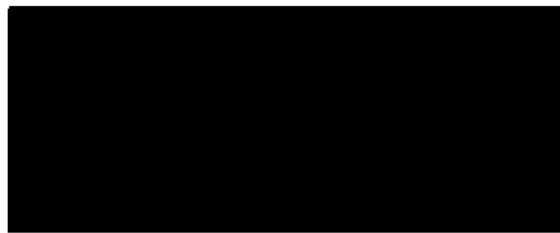
SIGNED BY

on behalf of
GEMINI PARKING SOLUTIONS LONDON LIMITED

.....

SIGNED BY

on behalf of
THE CUSTOMER



Schedule

Part 1

The Customer:

Queen Elizabeth Olympic Park
C/O Cofely Workplace Limited
Fourth Floor West
Block 1
Angel Square
1 Torrens Street
London
EC1V 1NY

Part 2

The Locations:

Queen Elizabeth Olympic Park
London
E20 2ST

Part 3

Monthly Management Fee:

