



UK PARKING CONTROL LTD

The Parking Professionals

## CONTRACT FOR THE SUPPLY OF THE WARDEN PATROL AND SELF TICKETING SERVICE

### Contract Schedule

This Contract Schedule, together with the UKPC Terms and Conditions attached to it or otherwise supplied to you, together comprise the whole "Contract" between:

**Milton Keynes Hospital NHS Trust** a company registered in England whose registered office is at Standing Way, Eaglestone, Milton Keynes, Buckinghamshire, MK6 5LD ("Client" or "you")

**UK PARKING CONTROL LIMITED**, a company registered in England with company number 05104383 whose registered office is at The Meridian, 4 Copthall House, Station Square, Coventry CV1 2FL ("UKPC", "we" or "us").

This Contract Schedule includes certain key terms of the Contract between us, all of which are subject to the UKPC Terms and Conditions. Except as expressly set out in this Contracts Schedule, in the event of any inconsistency between this Contract Schedule and the UKPC Terms and Conditions, the UKPC Terms and Conditions will take priority.

<b>Charges</b>	<b>DO NOT INVOICE CLIENT</b> Wall signs x 28 @£30 = £840 Post Signs x 185 @£30 = £5,550 <b>Total: £6,390</b> <b>This amount will not be invoiced</b>  ** should additional posts be installed this would be at £180+VAT per post
<b>Commission</b>	We will pay you a commission equal to 10% of our Net Profit (as defined in the UKPC Terms and Conditions), to be paid quarterly in arrears. This will be paid once UKPC have recovered their equipment and setup costs from the commission amount due.
<b>Equipment</b>	We will supply terms and conditions of parking signs for display on the Premises. We will be responsible for installing and maintaining those signs.
<b>Hours of Operation</b>	Monday to Sunday during the day for the Warden Patrol Service and Monday to Sunday during the evening/night to for the Self Ticketing service to compliment the WPS

Head Office: Unit 29 1-2 Denham Parade,  
Oxford Road, Uxbridge, Middlesex UB9 4DZ  
Tel: 0844 800 8710 Fax: 0844 800 8711  
Email: park@ukparkingcontrol.com  
Web: www.ukparkingcontrol.com

Registered Address: The Meridian  
4 Copthall House, Station Square  
Coventry CV1 2FL  
Registered Company No: 05104383  
VAT Number: 888 2461 27

Peace of Mind Parking Solutions





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Initial Period	3 months beginning on the Start Date.
Parking Charges	We will issue parking charges to drivers (or registered keepers/owners) of Vehicles parked in breach of the Restrictions at the Premises. The amount of the parking charges will be £70 reducing to £40 if payment is received within 14 days of the parking ticket being issued.
Premises where we will supply the Services	<b>Milton Keynes Hospital NHS Trust, Standing Way, Eaglesstone, Milton Keynes, Bucks, MK6 5LD.</b>  You agree that the attached site plan and boundary markings are a true and accurate description of the area that you have ownership of, OR, are managing agents for as instructed by the Landowner, and contract UKPC to manage.
Restrictions	Details of the applicable parking conditions, restrictions and/or permissions for the Premises are as follows: (please note these terms will either be on multiple or all of the signs) <ul style="list-style-type: none"><li>• Parking in a disabled bay without displaying a valid disabled parking permit</li><li>• Vehicles to park within marked bays only</li><li>• Pay on foot (keep ticket for payment at the end of your visit)</li><li>• Pay and Display, a valid ticket must be displayed</li><li>• No parking on hatched markings or yellow/red lines</li><li>• Ambulance parking only</li><li>• Registered permit users parking only</li><li>• Drop off point maximum 20 minutes</li><li>• Active loading/unloading in delivery areas</li><li>• No parking/waiting/stopping</li><li>• No roadway parking</li><li>• CCTV in operation</li><li>• Staff parking only</li></ul>
Services	We will: <ul style="list-style-type: none"><li>• provide the Equipment to you; and</li><li>• display photographs of the Vehicle the subject of a Parking Charge on our website.</li></ul>



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	<p>We will provide reports:</p> <ul style="list-style-type: none"> <li>• weekly stating tickets issued for week prior</li> <li>• monthly for detailed ticket activity and status</li> </ul> <p>We will provide a uniformed warden who will:</p> <ul style="list-style-type: none"> <li>• routinely patrol the Premises within the Hours of Operation</li> <li>• issue Parking Charges and take photographs of the Vehicle the subject of a Parking Charge; and</li> <li>• send those photographs to UKPC to display on our website</li> </ul>
<b>Start Date</b>	We will supply the Services from March 2013
<b>Vehicles</b>	<p>The Restrictions will apply to all motor vehicles other than the following:</p> <ul style="list-style-type: none"> <li>• those authorised by Milton Keynes Hospital NHS Trust</li> </ul>
<b>Your obligations for STS Service</b>	<p>You will:</p> <ul style="list-style-type: none"> <li>• issue Parking Charges to drivers (or registered keepers/owners) of Vehicles parked on the Premises in breach of the Restrictions;</li> <li>• take photographs of the Vehicle the subject of a Parking Charge; and</li> <li>• send that photograph to us for display on our website.</li> </ul>

You:

- require us to keep to the British Parking Association's Approved Operator Scheme Code of Practice.
- accept the above key terms together with the terms of the UKPC Terms and Conditions in force at the date of this Contract;
- acknowledge receipt of the UKPC Terms and Conditions and a copy of the British Parking Association's Approved Operator Scheme Code of Practice;
- agree that you have read and agree to comply with the British Parking Association Approved Operator Scheme Code of Practice
- agree that if you request any change to the Services and/or any of the above key terms, the change will only be effective if and when UKPC's confirms the change in writing and, where required by UKPC, if and when you and UKPC have entered into a written agreement confirming adjustments to the Charges and/or Parking Charges and/or Commission in order to take account of such change;
- Should you cancel the contract prior to UKPC recovering the setup and equipment costs, you agree to pay UKPC the balance due on receipt of an invoice;
- may request that we cancel specific Parking Charges from time to time, provided that these shall not, in any calendar month, exceed 10% of the total number of the Parking Charges issued by us for parking infringements at the relevant Premises during that month;





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- confirm that you authorise us to take such action, including but not limited to instigating court proceedings, as we consider appropriate to recover the Parking Charges due from drivers (or owners) who park Vehicles in breach of the Restrictions; and
- confirm that you are its appointed agent in relation to the Premises and you give permission for UKPC to levy the Parking Charges on the Premises.

UKPC and the Client agree that section 12.2.1 of the Terms and Conditions will read "UKPC may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party subject to the prior written approval of MKHFT (the Client).

UKPC agree that the client will have the final say regarding any Freedom of Information request. The Client agrees that if this request relates to information received from UKPC that they will establish a consultation with UKPC so that we may provide advice as to what information would prejudice its commercial interests were the information subject to the request be released and how that damage would be caused

Agreed and signed:

Date: 6-3-13

Print name:

DARREN LEECH

For and on behalf of the Client

Agreed and signed:

Date: 5.3.13

Print name:

S. Snelgrove

For and on behalf of UKPC

**UKPC Terms and Conditions**

**1 Interpretation**

1.1 In these Conditions, the following definitions apply:

<b>"Business Day"</b>	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
<b>"Client"</b>	the person or firm who engages UKPC to provide the Services, as set out in the Contract Schedule.
<b>"Commission"</b>	if applicable, the commission set out in the Contract Schedule.
<b>"Conditions"</b>	these terms and conditions as amended from time to time in accordance with Condition 12.8.
<b>"Contract"</b>	the contract between UKPC and the Client for the supply of Services in accordance with these Conditions.
<b>"Contract Schedule"</b>	the Contract Schedule attached to or otherwise incorporating these Conditions.
<b>"Equipment"</b>	the signage, equipment (including hand-held "i-wardens" and automatic number plate recognition equipment), documents and other property of UKPC, including that listed in the Contract Schedule.
<b>"Expenses"</b>	all expenses incurred by UKPC in the provision of the Services.
<b>"Force Majeure Event"</b>	has the meaning given to it in Condition 12.1.1.
<b>"Initial Period"</b>	if applicable, the initial term of the Contract set out in the Contract Schedule.
<b>"Intellectual Property Rights"</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.



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"Net Profit"	in relation to a relevant period, the Parking Charges Income earned during that period less Expenses paid in or incurred in respect of that period.
"Parking Charges"	the charges for drivers (or registered keepers/owners) of vehicles parked on the Premises in breach of the Restrictions; the amount of any such charge is set out in the Contract Schedule.
"Parking Charges Income"	the Parking Charges received by UKPC less any refunds.
"Premises"	the premises on which the Services are to be provided, as set out in the Contract Schedule.
"Restrictions"	the terms and conditions of parking at the Premises, (together with the debt collection charges (" <b>Debt Collection Charges</b> ") applicable where the drivers (or registered keepers/owners) fail to pay the charge relating to the breach of the terms and conditions of parking at the Premises), as set out in the Contract Schedule.
"Services"	the parking control services, supplied by UKPC to the Client as set out in the Contract Schedule.
"Service Specification"	the description or specification for the Services as set out in the Contract Schedule.
"Start Date"	has the meaning set out in the Contract Schedule.
"UKPC"	UK Parking Control Limited registered in England and Wales with company number 05104383 whose registered office is at The Meridian, 4 Copthall House, Station Square, Coventry, West Midlands CV1 2FL.

### 1.2 In these Conditions, the following rules apply :

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and



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- 1.2.5 a reference to **writing** or **written** includes faxes and, save in relation to any notices served in accordance with Condition 10, emails.

**2 Basis of Contract**

- 2.1 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of UKPC which is not set out in the Contract.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3 Equipment**

If any Equipment is to be supplied to the Client under the Contract:

- 3.1 UKPC will supply the Equipment to the Premises on or after the Commencement Date;
- 3.2 title to the Equipment shall not pass to the Client; and
- 3.3 if the Client becomes subject to any of the events listed in Condition 10.1.2 or UKPC reasonably believes that any such event is about to happen and notifies the Client accordingly, then, without limiting any other right or remedy UKPC may have, UKPC may at any time require the Client to deliver up the Equipment and, if the Client fails to do so within 5 Business Days, enter any premises of the Client or of any third party where the Equipment is stored in order to recover it.

**4 The Services**

- 4.1 UKPC shall use its reasonable endeavours to provide the Services to the Client from the Start Date until termination of the Contract in accordance with Condition 10.
- 4.2 UKPC shall use its reasonable endeavours to provide the Services to the Client substantially in accordance with the Service Specification.
- 4.3 UKPC shall use its reasonable endeavours to display photographs on its website (as notified to the Client from time to time) of the vehicles subject to the Parking Charges within a reasonable period after the photograph is received by UKPC.
- 4.4 UKPC shall have the right to make any changes to the Services which are necessary to comply with any applicable law, the British Parking Association's Code of Practice or any safety requirement, or which do not materially affect the nature or quality of the Services, and UKPC shall notify the Client in any such event.
- 4.5 UKPC warrants to the Client that the Services will be provided using reasonable care and skill.
- 4.6 The Client grants UKPC authorisation to:
- 4.6.1 issue Parking Charges to drivers (or registered keepers/owners) of vehicles parked on the Premises in breach of the Restrictions; and/or
- 4.6.2 receive payment from drivers (or registered keepers/owners) of vehicles in relation to those Parking Charges.

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- 4.7 The Client grants UKPC authorisation to take such steps as are necessary or desirable to ascertain the identity of the registered keepers/owners of any vehicles subject to Parking Charges if the Parking Charges are not paid within 28 days.
- 4.8 If a Parking Charge remains outstanding for more than 56 days, the Client authorises UKPC to take such action (including but not limited to requesting the assistance of a debt collection agency or agencies (and, if applicable, the Client authorises such third parties to levy Debt Collection Charges to drivers (or registered keepers/owners) of any vehicle subject to the Parking Charge) and taking court enforcement action) as it considers necessary to recover that Parking Charge and the Client hereby assigns any right of action against the driver (or registered keeper/owner) of the vehicle in respect of such Parking Charge to UKPC.

**5 Client's obligations**

- 5.1 The Client shall:
- 5.1.1 ensure that the terms of the Contract Schedule is complete and accurate;
  - 5.1.2 co-operate with UKPC in all matters relating to the Services and recovery of the Parking Charges;
  - 5.1.3 provide UKPC, its employees, agents, consultants and subcontractors, with access to the Premises and other facilities as reasonably required by UKPC to provide the Services and/or to comply with the British Parking Association's Approved Operator Scheme Code of Practice (the "Code");
  - 5.1.4 provide UKPC with such information and materials as UKPC may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 5.1.5 prepare the Premises for the supply of the Services;
  - 5.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 5.1.7 to the extent that the Client itself, or through an agent, undertakes self-ticketing or any other aspect of the parking enforcement process, adhere to the Code (a copy of which has been supplied to the Client by UKPC); and
  - 5.1.8 keep and maintain all Equipment at the Client's premises in safe custody at its own risk, maintain the Equipment in good condition until returned to UKPC, and not dispose of or use the Equipment other than in accordance with UKPC's written instructions or authorisation.
- 5.2 If UKPC's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client fully to perform any relevant Contract obligation ("**Client Default**"):
- 5.2.1 UKPC shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays UKPC's performance of any of its obligations;



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- 5.2.2 UKPC shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from UKPC's failure or delay to perform any of its obligations as set out in this Condition 5.2; and
- 5.2.3 the Client shall reimburse UKPC on written demand for any costs or losses sustained or incurred by UKPC arising directly or indirectly from the Client Default.

**6 Charges and payment**

6.1 The charges for:

- 6.1.1 the provision of a warden (if applicable) on a time basis, based on UKPC's standard daily fee rates, as notified in writing by UKPC to the Client from time to time;
- 6.1.2 the supply of UKPC terms and conditions of parking signs to be displayed at the Premises;
- 6.1.3 the supply of Equipment (if applicable); and
- 6.1.4 any other relevant supply for which the parties agree UKPC will charge the client,

are set out in the Contract Schedule or as otherwise agreed in writing between the parties.

- 6.2 Where UKPC supplies any part of the Services free-of-charge, it reserves the right to introduce charges for such Services on giving the Client not less than one month's written notice.
- 6.3 UKPC reserves the right to increase its charges for the Services, provided that it shall not do so more frequently than once in any 12 month period of this agreement. UKPC will give the Client at least one month's written notice of any such increase.
- 6.4 UKPC reserves the right to increase the amount(s) of the Parking Charges, provided that the Parking Charges cannot be increased more than once in any 12 month period. UKPC will give the Client written notice of any such increase at least one month before the proposed date of the increase
- 6.5 If UKPC agrees to pay Commission to the Client, the amount and basis of such Commission will be set out in the Contract Schedule.
- 6.6 The Client shall pay each invoice submitted by UKPC:
  - 6.6.1 within 30 days of the date of the invoice; and
  - 6.6.2 in full and in cleared funds to a bank account nominated in writing by UKPC, andtime for payment shall be of the essence of the Contract.
- 6.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by UKPC to the Client, the Client shall, on receipt of a valid VAT invoice from UKPC, pay to UKPC such

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additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 6.8 Without limiting any other right or remedy of UKPC, if the Client fails to make any payment due to UKPC under the Contract by the due date for payment ("**Due Date**"), UKPC shall have the right to charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Bank of England base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.9 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against UKPC in order to justify withholding payment of any such amount in whole or in part. UKPC may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by UKPC to the Client.

**7 Intellectual Property Rights**

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by UKPC or its licensors.
- 7.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on UKPC obtaining a written licence from the relevant licensor on such terms as will entitle UKPC to license such rights to the Client.
- 7.3 All Equipment is and shall remain the exclusive property of UKPC.

**8 Confidentiality**

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information including the terms of the Contract and concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Condition 8 shall survive termination of the Contract.

**9 Limitation of liability: the Client's attention is particularly drawn to this Condition**

- 9.1 Nothing in these Conditions shall limit or exclude UKPC's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 any other matter for which liability cannot be limited or excluded under English law.
- 9.2 Subject to Condition 9.1:



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- 9.2.1 UKPC shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by UKPC, its employees, agents or subcontractors); and
- 9.2.2 UKPC's total liability to the Client in respect of all other losses arising under or in connection with the Contract in the 12 month period immediately prior to any such losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by UKPC, its employees, agents or subcontractors shall not exceed the Parking Charges Income received by UKPC under the Contract during that 12 month period.
- 9.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 This Condition 9 shall survive termination of the Contract.

**10 Termination**

- 10.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:
- 10.1.1 the other party commits any material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 10.1.2 the other party suspends or threatens to stop or suspend payment of all or a material part of its debts, is unable to pay its debts as they fall due, goes into bankruptcy or liquidation (except, in the case of a company, for the purpose of re-construction or amalgamation), has a receiver, administrator or administrative receiver, or examiner appointed over any of its assets or makes any voluntary arrangement with its creditors generally or if any event occurs or proceeding is taken, with respect to the other party, in any jurisdiction to which it is subject, that has an effect equivalent or similar to the events referred to in this Condition 10.1.2.
- 10.2 Without limiting its other rights or remedies:
- 10.2.1 either party may terminate the Contract by giving the other party at least one month's written notice, save that the Client may not terminate the Contract until the expiry of the Initial Period (if any); and
- 10.2.2 UKPC may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.



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- 10.3 Without limiting its other rights or remedies, UKPC shall have the right to suspend the supply of Services under the Contract or any other contract between the Client and UKPC if:

- 10.3.1 the Client fails to make pay any amount due under the Contract on the due date for payment; or
- 10.3.2 the Client becomes subject to any of the events listed in Condition 10.1.2, or UKPC reasonably believes that the Client is about to become subject to any of them.

**11 Consequences of termination**

On termination of the Contract for any reason:

- 11.1 the Client shall immediately pay to UKPC all of UKPC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, UKPC shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 11.2 the Client shall return all of UKPC's Equipment. If the Client fails to do so, then UKPC may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 11.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.4 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

**12 General**

**12.1 Force majeure:**

- 12.1.1 For the purposes of the Contract, "Force Majeure Event" means an event beyond the reasonable control of UKPC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, snow, storm or default of suppliers or subcontractors.
- 12.1.2 UKPC shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 12.1.3 If the Force Majeure Event prevents UKPC from providing any of the Services for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

**12.2 Assignment and subcontracting:**

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- 12.2.1 UKPC may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 12.2.2 The Client shall not, without the prior written consent of UKPC, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.3 **Notices:**
  - 12.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number or, save in relation to notices served under Condition 10, by email to the other party's nominated email address.
  - 12.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.
  - 12.3.3 This Condition 12.3 shall not apply to the service of any proceedings or other documents in any legal action.
- 12.4 **Waiver and cumulative remedies:**
  - 12.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
  - 12.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 12.5 **Severance:**
  - 12.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
  - 12.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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- 12.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 12.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.8 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by UKPC.
- 12.9 **Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.