

THIS AGREEMENT is made the day of 20█

BETWEEN

- (1) SOUTH HAMS DISTRICT COUNCIL of Follaton House, Totnes, Devon (The District Council)
- (2) █
█

IT IS HEREBY AGREED as follows:-

1. Definitions and Interpretation

1.1 The following definitions shall apply to this Agreement:

“Car Park” means the area of land known as the █ Car Park at █ outlined in red on the attached plan marked ‘A’.

“Civil Enforcement Officers” means the persons employed by the District Council and authorised by or on behalf of the █ to supervise the Car Park

“Car Park Order” means South Hams District Council (Off-Street parking places)(Amendment) Order No.█ of 20█

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“Operational Manager (Environment Services)” means the District Council’s Operational Manager (Environmental Services) (or such other duly authorised officer of the District Council)

“Penalty Charge” means the sum charged for contravention of the Car Park Order.

“Principal Order” means the South Hams District Council (Off-Street Parking Places) Order 20█ and subsequent amendments.

2. Management

2.1 The District Council shall provide car park management services for █ in accordance with the provisions of this Agreement.

3. Car Park Order

3.1 Both parties shall have regard to the Car Park Order and any subsequent amendments or variations in the operation of this Agreement.

3.2 Any changes █ intend to make to the Car Park Order including variation of parking charges shall be notified to the Operational Manager (Environment Services) prior to the commencement of any statutory process.

4. Income

4.1 Parking fee income – **IF CASH COLLECTION SERVICE IS REQUIRED**

4.1.1 The District Council will reconcile all cash collected, check balances against the Pay and Display audit report and transfer 100% of the Pay & Display income collected to [REDACTED] on a quarterly basis. The District Council will invoice [REDACTED] an amount equal to 20% of the quarterly income collected plus VAT in consideration for the District Council's management responsibilities pursuant to this agreement.

4.1.2 The District Council will provide data reports from the Aslan management system (or similar electronic management system) to [REDACTED] at their reasonable request.

4.2 Penalty Charge Income.

4.2.1 The District Council will retain all income arising from the issue of the Penalty Charge Notices.

5. Variation

5.1 Variations to this Agreement may be made if agreed in writing between both parties.

6. Termination

6.1 Either party may terminate this Agreement on giving 28 days notice to the other.

7. [REDACTED]'s Responsibilities

7.1 Parking Charges

7.1.1 [REDACTED] shall be responsible for setting the parking charges for the Car Park (except for the Penalty Charge) having first consulted with the District Council.

7.2 Amendments to the Car Park Order

7.2.1 [REDACTED] shall be responsible for any action required together with any associated or consequential costs in amending the Car Park Order and for making variation notices in respect of any changes to the parking charges contained within the Car Park Order.

7.3 Signage

7.3.1 [REDACTED] shall provide appropriate signage to make motorists aware that the District Council is patrolling and enforcing the Car Park.

7.4 Permits

7.4.1 [REDACTED] shall inform the District Council of any vehicles that have been issued with permits to park without purchasing a Pay & Display ticket. However, it will be the motorists' responsibility to ensure that valid permits are displayed (where necessary) and the District Council shall enforce in accordance with the Car Park Order.

7.5 Maintenance of the Car Park

7.5.1 [REDACTED] shall be responsible for the maintenance of the Car Park including its surface and signage.

7.6 Ticket Machine

- 7.6.1 The Pay and Display ticket machines are to be supplied by [REDACTED] and are to be manufactured by Metric as compatible with the Aslan electronic management system (IF SERVICE IS REQUIRED).
- 7.6.2 The District Council shall be responsible for the removal and security of cash from the ticket machines.
- 7.6.3 [REDACTED] shall be responsible for the supply of parking tickets issued by the ticket machine. The District Council will arrange replenishment of tickets using tickets supplied by [REDACTED]. Any changes to the format of the parking tickets must be first agreed with the District Council.
- 7.6.4 [REDACTED] will arrange a maintenance agreement for the ticket machines with the machine supplier. The District Council shall be responsible for the prompt replacement of parking tickets supplied by [REDACTED].
- 7.6.5 [REDACTED] shall ensure that any fault in the ticket machine reported to them shall be notified, where appropriate, to the Operational Manager (Environment Services) and shall be put right promptly.

7.7 Removal of Vehicles

- 7.7.1 [REDACTED] shall be responsible for arranging the removal of vehicles from the Car Park in accordance with the Car Park Order.
- 7.7.2 Any assistance provided by the District Council in the removal of vehicles from the Car Park shall be subject to a separate agreement between the Council and [REDACTED] as and when required.

7.8 Closures

- 7.8.1 [REDACTED] shall notify the Operational Manager (Environment Services) at least 24 hours in advance of any intended closure or part closure of the Car Park.

7.9 Enforcement of contraventions of the Car Park Order

- 7.9.1 The District Council shall be responsible for the enforcement of any contraventions of Part II of the Principal Order. [REDACTED] will be responsible for enforcement of Part III of the Principal Order.

8. District Council Responsibilities

8.1 Civil Enforcement Officer

- 8.1.1 The District Council shall be responsible for the provision of the services of a Civil Enforcement Officer to patrol and enforce in the Car Park in accordance with the Car Park Order.

8.2 Duties of the Civil Enforcement Officer

- 8.2.1 The Civil Enforcement Officer shall patrol the Car Park on a minimum of one occasion per day on a minimum of five days a week or as otherwise advised by the District Council from time to time.
- 8.2.2 The Civil Enforcement Officer may issue a Penalty Charge Notice for any contravention set out in Part II of the Car Park Order.
- 8.2.3 The Civil Enforcement Officer may issue a 24 hour notice in accordance with the Car Park Order and shall notify the details of the notice promptly to [REDACTED].
- 8.2.4 If the Civil Enforcement Officer becomes aware, whilst patrolling the Car Park, of a fault with the Ticket Machine, he shall attempt to rectify the fault before notify the District Council.
- 8.2.5 The Civil Enforcement Officer will report to [REDACTED] any other contraventions (under Part III of the Car Park Order) which he becomes aware of during his patrol.

8.3 Penalty Charges

- 8.3.1 The amount of Penalty Charge amount is fixed nationally and the District Council and [REDACTED] will comply with the Penalty Charge amount so set.

8.4 Penalty Charge Ticket

- 8.4.1 The District Council shall be responsible for the supply of Penalty Charge tickets.

8.5 Enforcement

- 8.5.1 Enforcement will be carried out in accordance with the Car Park Order.

8.6 Administration

- 8.6.1 The administration of the Penalty Charge will be carried out in accordance with the Car Park Order.

8.7 Appeals

- 8.7.1 The right of appeal against the issue of a Penalty Charge Notice shall be to the District Council. There shall be no right of appeal from the motorist to the [REDACTED].

THE COMMON SEAL OF SOUTH HAMS)

DISTRICT COUNCIL was hereunto affixed)

this day of 20██)

in the presence of:)

Chairman

Director

THE COMMON SEAL OF ██████████

██████████ was hereunto affixed)

this day of 20██)

in the presence of:)

Director