

NEW VIC THEATRE CAR PARK TERMS & CONDITIONS

Customers are advised to carefully read the terms and conditions of entry to the use of the New Vic Theatre car park and to follow the procedures recommended in those terms and conditions.

1. Definitions

In these terms and conditions:

- (a) "us" "we", "our" and "theatre" means New Vic Theatre; and
- (b) "Vehicle" means the vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

2. Our Liabilities

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we will not accept liability for:

- (a) Any loss or theft of or from or misdelivery of or temporary failure to deliver or damage to the vehicle or its contents; nor
- (b) The death of, or the personal injury sustained by customers and others in the car park, except where it is proved to have occurred in the car park and be wholly caused by the negligence, wilful act, default or breach of statutory duty of the theatre, its servants or agents.

3. General

Please note that by purchasing a theatre ticket to watch a performance, this does not entitle or guarantee the provision of a car parking space.

Parking spaces are limited and are available to customers on a first come first-served basis. At peak times our car park will be forced to close and therefore advise customers to allow additional time to find alternative parking.

The New Vic Theatre is situated in residential area and we ask that you minimise inconvenience to our neighbours by not parking on residential streets within the vicinity of the theatre.

Customers are asked to remember that a public car park is open to everyone. We cannot guarantee that people will not enter into the Car Park and cause damage to property or engage in criminal behaviour. Accordingly, you park in our Car Park at your own risk.

We do not guarantee the security of your vehicle and/or its contents.

4. Hours of operation

The car park will generally be open from 7am Monday to Saturday (excluding Bank Holidays when the theatre is closed).

On non-performance days the car park barrier may be closed and locked from 6pm.

On days where there is an evening performance, the barrier will be closed and locked at approximately 11:30pm or when the last member of the general public has left the theatre building, whichever is sooner.

Please inform a member of Front of House staff if you intend to leave the theatre building, and your vehicle on site and return outside of these times.

We accept no responsibility for vehicles left onsite that become locked in, or for any financial loss to the vehicle owner or their party as a result.

5. Securing your Vehicle

For your protection, unless requested by us, or on behalf of us, not to do so, please ensure that before you leave the car park:

- (a) your vehicle is securely locked.
- (b) all the windows of your vehicle are securely closed.
- (c) if your vehicle is fitted with a security lock or similar device that it is engaged.

Closed Circuit Television (CCTV) is in operation throughout our car park for your safety and to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity.

We are obliged by law to display signage in the Car Park advising that CCTV cameras are in operation. However, 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 areas of the car park where CCTV is installed.

CCTV recordings will not necessarily be provide to members of the public but may be requested by their insurers. The New Vic will only provide CCTV recordings in line with the organisations CCTV Policy.

Recorded material may be used in support of prosecutions.

6. Possessions

Whenever possible please take your possessions with you when you leave your vehicle.

If you have to leave possessions in your vehicle do not leave them on the seats where they are visible.

Customers are reminded that their motor insurance policies may not cover the possessions in the vehicle. It is possible to arrange separate cover for possessions and customers are recommended to do so.

7. Courtesy to other Customers

Should you damage another customer's vehicle you are requested to report the matter immediately to a member of staff and give him/her 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.

You are also requested to report to a member of theatre staff in the event of any damage being caused to theatre property/grounds, or injury to other individuals.

8. Safety in the Car Park

Please drive carefully in the Car Park and obey the directional and speed signs and or instruction provided by members of New Vic staff.

Remember that the Car Park can be dangerous. After you have parked your vehicle please proceed with caution to the nearest footpath.

Please supervise your children and pets who must be kept under your control at all times in the Car Park.

At times it may be necessary to cordon off section of the car park. Please observe these restrictions and associated diversions when in place.

9. Agency

Every person who enters into a contract with the New Vic Theatre for the parking of a vehicle in the car park, whether by purchasing a parking ticket or otherwise, does so on behalf of himself and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.

10. Tariff

Parking fees shall apply to vehicles arriving from 6pm on performance days.

Vehicles already parked before 6pm on a performance day will not be subject to car parking charges.

We reserve the right to change, modify or otherwise alter parking charges. Details of any change in pricing/times will be clearly advertised in advance.

11. Blue Badge Holders

Free parking is available for Blue Badge Holders subject to availability.

Eight disabled car parking spaces are provided close to the theatre entrance. These can be booked in advance by Blue Badge Holders attending a performance through our Box Office and is on a first-come first-served basis.

Three additional non-reservable disabled spaces are also available to Blue Badge Holders on a first come-first served basis.

12. Prohibited Activities

- i. No vehicle shall be towed into the car park. No work on or cleaning of vehicles shall be carried out in the car park.
- ii. No activity in connection with the selling, hiring or disposal of the vehicle shall be carried out in the car park.
- iii. No car parking spaces shall be used for any purposes other than for the parking of motor cars, motor cycles, light commercial vehicles weight not exceeding 1.5 tonnes (unladen weight) and bicycles.
- iv. No waste, rubbish or refuse is to be deposited in the car park other than in any rubbish bins provided for the purpose.
- v. No charging or discharging of any fuel into or out of any vehicles in the car park.
- vi. No obstruction of any car parking space or other parts of the car park is permitted. g. No maintenance repairs or fitting of equipment to any vehicle is allowed without the prior permission from a member of New Vic staff.
- vii. No parking in a marked Disabled space unless a valid Blue Badge is visible.
- viii. No parking on double yellow lines, directly outside the main theatre entrance or any roads or driveways where to do so will impede access to pedestrians, other road users and/or emergency services.

13. Claims Procedure

Should your vehicle suffer damage whilst in the car park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the car park you are requested:

- (a) immediately to inform a member of our staff of the occurrence, and also
- (b) in cases of theft, immediately inform the Police, and
- (c) to notify your insurers promptly.

If you consider that you have a claim against the New Vic Theatre you must, within 72 hours of discovery of the loss or damage, give written notice containing full details of the occurrence to us at the following address:

Administration Manager, New Vic Theatre, Etruria Road, Newcastle-under-Lyme, Staffordshire, ST5 0JG or email: admin@newvictheatre.org.uk

Before submitting a claim to us, Customers are requested to check that the subject matter of their claim falls within the liabilities of the New Vic Theatre.

Failure to comply with the above procedure may prejudice your position.

14. Variations of the Terms and Conditions

No person has the authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of New Vic Senior Management.