

PARKINGEYE'S TERMS AND CONDITIONS OF SUPPLY

BETWEEN:

1) PARKINGEYE LIMITED A company registered in England and Wales under number 05134454 whose registered office is at 40 Eaton Avenue, Matrix Park, Buckshaw Village, Chorley, PR7 7NA ("ParkingEye"); and
2) the Customer.

BACKGROUND

A ParkingEye has agreed to supply, and the Customer has agreed to accept Services and associated Products (as defined below) in return for the Charges in relation to car park management at the Site(s).

B The Customer being the landowner of the Site(s) (or as agent for the landowner and having the prerequisite authority to bind the landowner) wishes to authorise ParkingEye to act as its appointed car park operator on the terms and conditions set out in this Agreement and in accordance with the BPA Approved Operator Scheme Code of Practice as amended from time to time.

C ParkingEye wishes to provide the Services and ancillary Products as the appointed car park operator on the terms and conditions set out in this Agreement and in accordance with the BPA Approved Operator Scheme Code of Practice as amended from time to time.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Additional Services" In addition to the Services, ParkingEye can also provide IT, WAN and other Software services, Facilities Management services, including electrical engineering, ground works, resurfacing, line painting, street furniture, security services and CCTV. These shall be excluded from the Services and priced separately.
"Agreement" means this agreement, (being the Basic together with ParkingEye's Terms and Conditions of Supply), and any document referred to, completed or to be completed in accordance with its provisions;
"ANPR System" Automatic Number Plate Recognition system, for the purpose of monitoring and enforcing free parking limits.

"Associated Company" means in respect of the Customer any company which is in relation to another company its parent undertaking or its subsidiary undertaking or a subsidiary undertaking of its parent undertaking (as such terms are defined in sections 736, 736A and 258 of the Companies Act 1985, as amended by the Companies Act 1989) or any other person controlled by or under the same Control, direct or indirect;

"BPA" means the British Parking Association.

"Charges" means the charges detailed in Schedule 2;

"Contract Parking" A contract parking system, working in conjunction with the ANPR, P&D or Linked System for parking areas where available parking spaces could be contracted out to generate revenue as set out in the User Manual.

"Control" means the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise;

"Civils Document" means the Site specific document produced by ParkingEye setting out the electrical and civil engineering work required at that Site for the installation and operation of the Products by ParkingEye.

"Default" means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;

"Downtime" means an outage causing interruption or failure to the provision of the Services;

"Due Date" means the date on which an invoice raised by ParkingEye to the customer becomes due for payment.

"Effective Date" means the date of signature of this agreement or any Purchase Order received from the Customer (whichever is earlier);

"Exemptions" means the circumstances when it is agreed that the Parking Charge should be cancelled agreed in writing between ParkingEye and the Customer as set out in the User Manual on a Site by Site basis.

"Force Majeure Event" means any circumstance beyond the reasonable control of ParkingEye including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages;

"Go-Live Date" means in respect of each Site, the date on which the Products are available to be used in a live, commercial environment;

"Linked System" Automatic Number Plate Recognition / Pay & Display / Pay by Mobile linked system, using a full alpha-numeric P&D System or Pay by Mobile system, in conjunction with the ANPR System, for the purpose of enforcing time limits within a paid parking environment.

"P&D" means pay and display.

"Paid Parking" means P&D and Contract Parking.

"ParkingEye IP" means any patent, trade mark and copyright owned by ParkingEye.
"ParkingEye Know-how" means any confidential non-patented practical information resulting from the experience and testing of ParkingEye, its employees or agents provided to the Customer by demonstration or verbally.

"ParkingEye Materials" means any written documentation supplied by ParkingEye.
"Party" and "Parties" means a party and/or the parties to this Agreement as the context requires;

"Permit Holder" means an employee of the Customer or person or persons visiting the Site(s) and properly authorised by the Customer from time to time and notified to and approved by ParkingEye as an agreed exemption permitted to park a vehicle or vehicles at the Site(s) without committing a contravention of the terms and conditions of use at the car parks at such Site(s) as set out in the User Manual on a Site by Site basis;

"Permit System" Permit based parking system, set up with the defined criteria as set out in the User Manual on a Site by Site basis, working in conjunction with the ANPR System, P&D System or Linked System, for monitoring and enforcing permit only parking areas and Site(s) operating a permit scheme, whether they be revenue generating areas or not.

"Products" means the ParkingEye system consisting of, but not limited to, car park monitoring software, hardware and accessories, personnel, Pay & Display machines, including installation, maintenance and signage and such additional products as ParkingEye may specify from time to time;

"Purchase Order" means all and any purchase order(s), request(s) to install the Products and/or the Services, written (either email, letter or fax) request(s) to proceed, delivery request(s), order(s) or documents of similar effect issued to ParkingEye by the Customer;

"Revenue" means in respect of each Site the gross revenues generated by such Site; "P&D System" Pay & Display / Pay by Mobile system, as either a) an enforcement system, or b) for the purpose of a revenue generating paid parking environment.

"Parking Tariffs" P&D parking tariffs the will vary from Site to Site and will be jointly decided upon between ParkingEye and the Customer, based on other paid car parks within the locality of the Site(s) and shall each be set out in a User manual before the Go-Live Date of each Site.

"Services" means the services detailed in Schedule 1;

"Site(s)" means any site(s) owned or managed by the Customer, which has subsequently been accepted for installation by an authorised representative of ParkingEye in writing and in its absolute discretion, following receipt of written (either email, letter or fax) request to proceed, following consultation with representatives of the Customer (where appropriate) and carrying out its own investigations into the viability of installing the Products and supplying the Services at any given site, as set out, and updated from time to time, in Schedule 3;

"Site Survey" means the Site specific document produced by ParkingEye setting out what Products are to be installed by ParkingEye and the actual locations of the same within each Site.

"Term" means in respect of the Site(s), the period during which the terms of this Agreement apply;

"User Manual" means the Site specific guidance issued to the Customer before the Go-Live Date of each Site detailing the applicable parking restrictions and regulations, including the time limits to be notified for free parking or paid parking via the signage and Parking Tariffs and the applicable grace periods, the method of operation of any applicable Permit System, Contract Parking and any other regulations applicable to that Site.

"Website" means the website at <http://www.parkingeye.co.uk> and as may be amended from time to time by ParkingEye;

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday in England, and any other days that the clearing banks are not open for business in the City of London; and "Year" means a period of twelve months from the Effective Date and each subsequent twelve month period.

1.2 In this Agreement (unless the context otherwise requires):

1.2.1 the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

1.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;

1.2.4 words importing the singular shall include the plural and vice versa;

1.2.5 construction of this Agreement shall ignore the headings (all of which are for reference only);

1.2.6 references to a numbered clause or schedule are references to the clause or schedule of or to this Agreement so numbered; and

1.2.7 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2. EFFECT OF PURCHASE ORDER

The issue of a Purchase Order by the Customer constitutes an offer by the Customer to purchase the Services and accept any Products associated with the provision of the Services specified in it subject to the terms and conditions set out in this Agreement. Accordingly, the execution and return of the acknowledgement copy of the Purchase Order form by ParkingEye, or ParkingEye's commencement or execution of work pursuant to a Purchase Order, shall establish a contract for the supply and purchase of those Services on these terms and conditions. The Customer's standard terms and conditions (if any): attached to, enclosed with; or referred to in, any Purchase Order shall not govern this Agreement.

3. SUPPLY OF THE PRODUCTS & SERVICES

3.1 ParkingEye shall supply the Products to the Customer for the purpose of providing the Services to each Site ("Purpose") on behalf of the Customer and the Customer shall accept the installation of the Products by ParkingEye on the terms and conditions set out in this Agreement.

3.2 The Customer's acceptance of the Products shall not give the Customer title or ownership of such Products but shall permit their use for the Purpose.

3.3 During the Term, the Customer shall not and the Customer shall procure that any Associated Company shall not appoint or procure the appointment of any third parties to provide and shall not itself or through any Associated Company provide all or any part of the Services or competing products and/or services to the Products and Services contemplated by this Agreement at the Site(s) without the express prior written consent of ParkingEye.

3.4 Before installation of the Products at the Site(s), ParkingEye shall give adequate information to enable the Customer, at the Customer's own expense and unless otherwise agreed, to:

3.4.1 arrange for the supply of suitable electrical current as is reasonably required for the proper operation of the Products.

3.5 The Customer shall, at its own expense and unless otherwise agreed, use all reasonable endeavours to procure that at all times immediately before, during and after installation as aforesaid that any consent, licence or other permission of any landlord, mortgagee or other person with an interest in the relevant Site or any other permissions required in relation to the Product's installation is obtained.

3.6 Subject to the provisions of Clause 3, the Customer shall appoint ParkingEye to install, or procure the installation of, the Products and to provide the Services at the relevant Site(s) insofar as the same has received all necessary permissions and other consents for that Site.

3.7 The Customer being the landowner of the Site(s) (or as agent for the landowner and having the prerequisite authority to bind the landowner) hereby appoints ParkingEye to act as agent as the appointed car park operator. Such appointment shall include the authority to:

3.7.1 carry out parking control and enforcement work at the Site(s) in accordance with the BPA Approved Operator Scheme Code of Practice;

3.7.1.1 the conditions or restrictions on parking control including, but not limited to, the time limits to be notified for free parking or paid parking via the signage and grace periods at the Site(s), the Parking Tariffs (if applicable), Contract Parking, Permit System tariffs (if applicable) and exemption rules (if applicable) shall be jointly agreed between the Parties and set out in the User Manual, ParkingEye are hereby authorised to issue the Parking Charges (as defined in Schedule 2), should a breach of these conditions and restrictions occur, and collect such Parking Charges by any method up to and including by way of legal proceedings to recover charges due from drivers charged for unauthorised parking.

3.7.2 install all signage within the car park at the Site(s), to notify users of the Site of the Services and the Products, after notification to the Customer prior to installation and that the same are authorised pursuant to Clause 3.6, the costs of such signage to be borne by ParkingEye (the exact number of signs at each Site being at ParkingEye's discretion) and the costs of any additional signs in excess of that determined by ParkingEye shall be borne by the Customer.

3.7.3 maintain all signage within the car park at the Site(s), where notified by the Customer of the maintenance required in accordance with clause 18.

3.7.4 to review the Charges after the first Year of the Agreement on an annual basis. Any resulting increase shall be in line with current BPA guidance, shall be with the consent of the customer (such consent not to be unreasonably withheld or delayed) and updated in Schedule 2 accordingly.

3.8 The Customer may amend the time limit or tariff, with the consent of ParkingEye (not to be unreasonably withheld or delayed). In circumstances where consent is refused in accordance with this clause and the Customer does not wish to retain the tariffs or time limit in place, ParkingEye shall have the option to terminate the Services at the site without liability to the Customer giving 30 days, written notice.

3.9 ParkingEye may amend the time limit or tariff, with the consent of the Customer (not to be unreasonably withheld or delayed). In circumstances where consent is refused in accordance with this clause and the Customer does not wish to amend the tariffs or time limit in accordance with the request, ParkingEye shall have the option to terminate the Services at the site without liability to the Customer giving 30 days, written notice.

3.10 With the exception of any Additional Services (defined in Schedule 1), ParkingEye supplies the Services and the associated Products at no additional cost, in return for the revenues defined in schedule 2 as the Charges.

3.11 The Parties acknowledge that the Revenue from the Charges retained by ParkingEye is consideration for the Services and that the supply of the Services attracts VAT at the standard rate. As such ParkingEye will generate a monthly VAT only invoice to the Customer to reflect the additional amount to be paid in VAT in respect of the monies received for the Services. The Customer agrees to pay all such invoices within thirty days of receipt on the Due Date.

4. TERM

4.1 The terms and conditions contained within this Agreement shall come into force on the Effective Date.

4.2 The terms and conditions relating to the provision of Services contained within this Agreement shall come into force in respect of each individual Site on its Go-Live Date.

4.3 Subject to clause 4.4, this Agreement shall continue in force (subject to the right of early termination) for the Initial Term as set out in the Basic.

4.4 This Agreement may be terminated by either party on expiry of the Initial Term by the provision of at least 30 days' written notice to the other party, prior to expiry of the Initial Term (for each year of the Initial Term). If no such notice of termination

is received by either party, this Agreement shall automatically continue in force for a further period equivalent to the Initial Term under the same terms and conditions contained herein unless terminated pursuant to Clause 12, and this same Agreement renewal process shall apply for every subsequent cycle thereafter.

5. DELIVERY

5.1 If the Customer unreasonably refuses delivery or inhibits, obstructs or impedes the supply and installation of the Products or the provision of the Services in accordance with this Agreement or fails to take any action reasonably necessary on its part, as set out in Clause 3, for the installation of the Products, ParkingEye shall be entitled to:

5.1.1 recover from the Customer any loss and additional costs incurred as a result of such action or failure; and

5.1.2 recover from the Customer revenue, at the average weekly gross revenue rate received by ParkingEye at the Site(s), for any periods of downtime; and

5.1.3 remove the Products from the Site(s) without liability, without prejudice to any of ParkingEye's rights under this Agreement.

5.2 If ParkingEye's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, ParkingEye shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.3 ParkingEye shall use reasonable endeavours to meet any performance dates for the Services and associated products specified within the Agreement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services or delivery of the associated Products.

6. RISK AND TITLE

6.1 Risk in the Products shall vest in ParkingEye during the Term. ParkingEye shall insure the Products at the Site(s) to their full replacement value and, where requested, ParkingEye shall produce a valid certificate of insurance in respect of the Products.

6.2 Title to the Products shall remain with ParkingEye before, during and after the Term and shall at no point pass to the Customer.

6.3 The Customer shall ensure it has at all times adequate public liability and employer's liability insurance in respect of the Sites and where requested by ParkingEye shall produce a valid certificate of insurance in respect of this cover.

7. RECORDS

7.1 ParkingEye is registered with the Information Commissioner as a data controller under the Data Protection Act 1998.

7.2 Personal information collected or procured during the course of providing the Services shall be processed in accordance with the Data Protection Act 1998.

7.3 Any data generated via the Products or through the provision of the Services shall remain the property of ParkingEye.

8. WEBSITE

8.1 On or before the Go Live Date ParkingEye shall notify the Customer of the web address for accessing the Website in order for the Customer and its employees, representatives and agents to monitor the data generated at the Site(s) and the control of vehicles and Permit Holders at the car parking areas located at the Site(s). Access to the Website shall be in accordance with its terms and conditions.

8.2 The Customer shall, input and update, via the Website, the names and vehicles of the Permit Holders. ParkingEye will provide adequate training in this area for each store at the time of the installation of the Products or as soon as possible thereafter.

8.3 The Customer shall keep confidential and shall not disclose to any person not authorised the details of any user name, password or security checkwords for the Website, and as soon as reasonably practical inform ParkingEye if there is any reason to believe that a user name, password or security checkword for the Website has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

8.4 Where the Website has experienced any period of unavailability or there is inaccurate content noted on the Website, the reinstatement of functionality or the correction of any unavailability of the Website and of any errors in information contained on the Website or re-performance of Services shall be the Customer's sole remedy in respect of breach of the warranties set out in this clause 8.

9. CANCELLATIONS

9.1 It is the Customer's responsibility to keep Permit Holders details up-to-date on ParkingEye's Website. As each offence and Parking Charge costs money to generate and issue, each Site is allowed to cancel a maximum of 20% of offences generated at the Site such cancellations to relate only to offences generated by persons whose details were not (but should have been in accordance with this clause) inputted or updated by the Customer as Permit Holders. ParkingEye reserves the right to terminate with 30 days' notice, where the percentage of such cancellations exceeds this for 2 months (8 weeks) as a result of failure by the Customer to keep the Permit Holders' details inputted or updated.

10. ACCESS TO THE SITE(S)

10.1 Subject to the remaining provisions of this Clause 10, the Customer shall grant ParkingEye, its personnel, duly authorised contractors and agents a non-exclusive licence to enter each Site to the extent that the Customer shall deem necessary to enable it to deliver and (as the context shall admit or require) properly install and/or remove the Products. ParkingEye shall ensure that no part of such Site(s) is used by such personnel for any purpose other than that of delivering and installing and/or removing the Products as the case may be in accordance with this Agreement. For the avoidance of doubt, this Agreement shall not create or be construed as creating any relationship of landlord and tenant as defined under the Landlord and Tenant Act 1954 between the Customer and ParkingEye.

10.2 When entering any Site in accordance with Clause 10.1, ParkingEye or its personnel shall comply with all rules and regulations notified to it by the Customer from time to time relating to that Site.

10.3 The Customer reserves the right

10.3.1 of search and to carry out security checks, including in respect of vehicles used by ParkingEye and its personnel, without prior notice, while such personnel and vehicles are at any Site (including the surrounding vicinity); and

10.3.2 to require ParkingEye to remove from any store any person who the Customer reasonably believes has either misappropriated goods or cash or is incapable of performing his or her duties consistent with the terms of this Agreement.

11. SERVICE WARRANTY AND PROVISION

11.1 ParkingEye warrants that the Services shall be undertaken with reasonable care and skill in accordance with professional industry standards.

11.2 ParkingEye shall supply the Services in accordance with the BPA Approved Operator Scheme Code of Practice.

11.3 In the event of breach of the Services warranty set out in clause 11.1, the Customer shall notify ParkingEye and ParkingEye shall re-perform the Services so as to comply with the warranty set out in clause 11.1 above, within 28 Working Days of notification from the Customer. The re-performance of Services shall, if correctly undertaken, be the Customer's sole remedy in respect of breach of the relevant warranty.

11.4 Except as expressly stated in this Agreement, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are expressly excluded to the extent permitted by law.

11.5 Notwithstanding the above, the Services may be suspended for so long as is reasonably necessary subject to prior notification to the Customer:

11.5.1 to enable ParkingEye to comply with an order or request from a governmental, or other competent regulatory body or administrative authority; or

11.5.2 to enable ParkingEye to carry out work which is necessary in its reasonable opinion to maintain or improve the Services; or

11.5.3 to carry out standard maintenance and support, provided that ParkingEye will use reasonable endeavours to schedule such Downtime during hours of low usage of the Services as far as a reasonable practicable.

11.6 If the Service requires immediate correction to enable it to run effectively or for immediate compliance with a governmental or regulatory requirement, ParkingEye may suspend the Service without advance warning for so long as reasonably necessary to implement the correction or to ensure compliance.

12. TERMINATION

12.1 The following Party(s) may terminate this Agreement forthwith by notice in writing to the other on any of the following grounds:-

12.1.1 Either Party:

(a) If the other commits a material breach of this Agreement and, in the case of a breach capable of being remedied, shall have failed to remedy the breach within twenty eight (28) days of the receipt of a request in writing from the Party alleging the breach to remedy such breach;

(b) If the other ceases to carry on business, or is unable to pay its debts as they fall due for payment, or makes a general assignment for the benefit of, or a composition with, its creditors, or has a liquidator, receiver, administrative receiver, administrator, trustee or similar officer appointed over all or any of its assets or undertaking (otherwise than for the purposes of a scheme of reconstruction or amalgamation upon terms, and within such period, as may have been approved by the other Party in writing), or if (otherwise than as aforesaid) a petition shall be presented or other proceedings taken to wind up the other Party which are not dismissed within sixty (60) days, or if (otherwise than as aforesaid) an order shall be made, or a resolution shall be passed, to wind up the other.

12.1.2 ParkingEye, in accordance with clause 3.8, 3.9 and 9.1, without liability to the Customer. 12.2 Upon termination of this Agreement all rights and obligations of the Parties shall cease to have effect immediately in relation to the Site(s) on which notice of termination has been given except that termination shall not affect accrued rights and obligations of the Parties under this Agreement at the date of termination or any express obligations in this Agreement of a continuing nature including (but not limited to) the remaining Site(s) (if applicable) and clause 16, Confidentiality, which, in accordance with its terms, shall survive termination.

12.3 ParkingEye will upon termination of this Agreement forthwith (and in any case within 28 days of termination):-

12.3.1 remove from the Site(s) the Products;

12.3.2 cease to provide the Services and operate the Website (or part thereof) that was allocated to the Customer and shall disable the Website so that it ceases to exist as part of ParkingEye's website and is no longer accessible by the Customer's employees.

12.4 Without prejudice to ParkingEye's other rights under this Agreement, where the Customer terminates this Agreement in respect of any Site during the Initial Term other than in accordance with clause 12.1.1 above it agrees to pay ParkingEye for any unexpired proportion of the Initial Term:

12.4.1 an amount representing the amount of gross revenue that would have been collected (based on the actual average earned on that Site), less the average variable costs associated with the collection of Parking Charges at that Site during the Term to date; plus

12.4.2 any on-going third party costs (i.e. the cost of any Site specific third party communications contract); and

12.4.3 any applicable VAT,

which the Parties agree is a reasonable pre-estimate of ParkingEye's loss and which is not paid as a penalty.

13. LIMITATION OF LIABILITY

13.1 Neither Party excludes or limits liability to the other for (a) death or personal injury caused by its negligence; or (b) deceit or fraudulent misrepresentation for which that Party is liable in law.

13.2 Subject to clause 13.7, the aggregate liability of each Party for all Defaults by such Party resulting in direct loss of or damage to the tangible, material property of the other under this Agreement shall be limited to a maximum amount of £2,000,000 (Two Million Pounds Sterling), in aggregate whether arising in contract, tort (including negligence) or otherwise.

13.3 Subject to clause 13.7, ParkingEye's total aggregate liability for loss in respect of Defaults (other than those governed by Clauses 13.1, 13.2 and/or 13.5) in respect of each Site shall in no event exceed the profit ParkingEye has earned from such Site for the period that that Site has been operating from the Go Live date to the date of any such Default; or during the twelve (12) month period immediately preceding such Default whichever is the lesser.

13.4 The Customer declares that it has accepted the terms of this Agreement in the knowledge that the liability of ParkingEye is limited and that the consideration payable, being the Revenue for the Products and Services, has been calculated accordingly.

13.5 The Parties expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

13.6 Without prejudice to Clause 13.1, in no event shall ParkingEye be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever for i) any loss of profit, business, goodwill, contracts, revenues or anticipated savings; or ii) any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof arising out of or in connection with the provision of the Products or Services under this Agreement.

13.7 The Customer acknowledges that where any Default or breach of any warranty under this Agreement arises as an indirect or direct result of a Customer request to supply the Products and/or Services then ParkingEye shall have no liability to the Customer in respect of the supply of the Products and/or the performance of the Services.

13.8 Without prejudice to Clause 13.1, the Customer shall have no right of claim, including but not limited to, in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, cost or expense, against ParkingEye and ParkingEye shall have no liability for ParkingEye's as a direct or indirect result of the supply of the Products or performance of the Services, if supplied in accordance with, and as defined by, this Agreement.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute or difference arising between the Parties in connection with this Agreement, the Parties shall attempt to resolve such dispute or difference in good faith and without recourse to legal proceedings, subject to clause 14.3.

14.2 If the Parties are unable to resolve such dispute or difference within 15 Working Days of initial discussions between the Parties taking place, either Party may request the other in writing that the matter be referred to senior representatives of the Parties with authority to settle the dispute, who shall attempt to resolve the dispute within 30 Working Days of the written request to do so.

14.3 Where such dispute cannot be resolved in accordance with Clause 14.1 or 14.2, the parties may seek recourse to legal proceedings.

15. FORCE MAJEURE

15.1 If a Party ("Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event: 15.1.1 the Affected Party's obligations under this Agreement shall be suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

15.1.2 as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party ("Non-Affected Party") of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

15.1.3 if the Affected Party does not comply with clause 15.1.2 it forfeits its rights under clause 15.1.1;

15.1.4 the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and

15.1.5 as soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the other Party that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

16. CONFIDENTIALITY

16.1 Substantial ParkingEye Materials, ParkingEye IP and ParkingEye Know-how will be provided to the Customer during the course of its dealings with ParkingEye. It is acknowledged by the parties that such information shall be confidential information, whether disclosed before or during the Term.

16.2 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 16.2.

16.3 Each party may disclose the other party's confidential information:

16.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and

16.3.2 as may be required by law, court order or any governmental or regulatory authority.

16.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 Each Party is entering into this Agreement for its benefit and not for the benefit of another person.

17.2 Neither Party shall assign or novate this Agreement whether in whole or in part without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) provided that either party may assign or novate this Agreement to a purchaser of the whole or substantially the whole of the business of that party.

17.3 In the event of the purchase of the whole or substantially the whole or a substantial part of the business of the Customer as a going concern and/or any Site(s) by a third party (the "Buyer") the Customer shall notify ParkingEye in writing at least thirty (30) Working Days prior to the legal completion of such purchase. ParkingEye shall have the opportunity to discuss the assignment or novation of this Agreement to such Buyer and the Customer shall ensure (in the event of an assignment) that such Buyer undertakes in writing to ParkingEye that it will perform all Customers' obligations under this Agreement.

18. NOTICES

Any notice given by one Party to the other under this Agreement must be in writing and may be delivered personally or by pre-paid post and, in the case of first class post, will be deemed to have been given two Working Days after the date of posting and in the case of second class post will be deemed to have been given five Working Days after the date of posting. Notices shall be delivered or sent to the addresses of the Parties on the first page of this Agreement or to any other address notified in writing by one Party to the other for the purpose of receiving notices after the date of this Agreement. Each Party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.

19. SEVERANCE

19.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19.2 If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

20. THIRD PARTIES

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. COSTS

Each Party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents to be completed in accordance with its provisions.

22. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party between the Parties, or to authorise either Party to act as agent for the other. Save as expressly provided in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

23. NO LANDLORD AND TENANT

ParkingEye and the Customer agree that no relationship of landlord and tenant as defined under the Landlord and Tenant Act 1954 is intended or deemed to be created in relation to the operation of this Agreement at any Site nor shall the provisions of this Agreement be deemed to create in favour of ParkingEye any lease of, or similar interest in, the land in which the Products are situated.

24. WAIVER AND CUMULATIVE REMEDIES

24.1 The rights and remedies provided by this Agreement may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

24.2 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

25. VARIATION

No variation or alteration of any of the provisions of this Agreement shall be effective unless it is in writing and signed by or on behalf of each Party.

26. NON-SOLICITATION

26.1 The Customer shall not, without the prior written consent of ParkingEye, at any time from the Effective Date of this Agreement to the expiry of six months after the termination of this Agreement, solicit or entice away from ParkingEye or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of ParkingEye in the provision of the Services.

26.2 Any consent given by ParkingEye in accordance with clause 26.1 shall be subject to the Customer paying to ParkingEye a sum equivalent to 30% of the then current annual remuneration of ParkingEye's employee, consultant or subcontractor or, if higher, 30% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts each of which when executed by one or more of the Parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

28. ENTIRE AGREEMENT

28.1 This Agreement and any documents referred to within it together constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersedes any previous agreement between the Parties relating to such matters.

28.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or

innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

28.3 Nothing in this Clause 28 shall operate to exclude any liability for fraud.

29. GOVERNING LAW AND JURISDICTION

29.1 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

29.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.