

Terms and Conditions of Use

Welcome to www.ukcps.net (the "UKCPS Ltd Website")

Please read these terms and conditions carefully before using the UKCPS LTD Website. By using the UKCPS LTD Website, you signify your agreement to be bound by these terms and conditions.

About the UKCPS LTD Website

In these terms and conditions references to "UKCPS Ltd", "We", "Our" and "Us" are references to UKCPS Ltd Limited, references to the "Landowner" shall be references to the leaseholder or freeholder of any given UKCPS Ltd serviced car park, references to the "Payment Processor" shall be references to Ecom6 Limited software and payment

Copyright Notice and Other Intellectual Property

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Registered in England and Wales. Company Registration Number: 5090613. Registered Office: 1200 Century Way, Thorpe Park business Park, Colton Leeds LS15 8ZA

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All trademarks displayed on this site are either owned or used under licence by UKCPS Ltd.

General

Please note that further terms and conditions may apply to the use of different functionality within the UKCPS LTD Website and for any separately hosted functionality. E.g. when you select the Pay Online functionality on the UKCPS LTD Website, you will be redirected to the Payment Processor on their hosted payment solution.

UKCPS Ltd reserves the right to update these terms and conditions at any time by displaying amended terms and conditions on the UKCPS LTD Website and you will be deemed to have agreed to the amended terms and conditions when you next use the UKCPS LTD Website.

The Privacy Policy and Cookie Policy are part of the terms and conditions of use of the UKCPS LTD Website. Please note that different privacy and cookie policies may apply to the use of different functionality within the UKCPS LTD Website and for any separately hosted functionality.

Where UKCPS Ltd offerings are detailed or other third party content is provided, we will highlight to you, that these are third party services or content.

Use of Electronic Communications

When you use the UKCPS LTD Website or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. We, UKCPS Ltd, will communicate with you electronically in a variety of ways, such as by e-mail. For the purposes of responding to your enquiry, appeal or other communication, you consent to receive communications from us, UKCPS Ltd electronically and you agree that all agreements, notices, disclosures and other communications that we, UKCPS Ltd provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

Using the UKCPS LTD Website

If you are using the UKCPS LTD Website for and on the behalf of any other person, you must have their permission to provide their personal information and to carry out any actions, you may undertake, in their name.

If you are not acting in your own capacity or do not have the permission of the person in whose capacity you are purporting to act, please do not proceed.

Declaration

I am not using the UKCPS LTD Website on someone else's behalf or I have the permission of the person for whom I am acting.

You are admitted to the UKCPS LTD Website in order to:

- find out more about Us and the services We offer and to request further information about Our services or sectors;
- find links to Our trade association, the Industry Standards We adhere to, FAQs and guides and helpful information and links;
- pay a Parking Charge via Our online Payment Processor; or
- submit an online appeal direct to appeals team
- find resources and contact details for making an enquiry for data, if you are a Police force or other authorised agency.

We may alter or discontinue any feature of the UKCPS LTD Website. By proceeding to use the UKCPS LTD Website you consent that We, UKCPS Ltd respectfully, may process the personal data (including sensitive personal data) that We collect from you in accordance with our Privacy Policy.

User Obligations and Restrictions

You will not use the UKCPS LTD Website for any unlawful purpose including:

- posting material containing any virus or interfere with the operation of this website or attempt to decipher, or modify any of the software, coding or information comprised in this website;
- providing false, inaccurate or misleading information;
- breaching any applicable laws, regulations, licences, or third party rights;
- purposely intercepting, accessing without authority or expropriating any system, data or personal data as defined in the General Data Protection Regulations 2018 (GDPR).

You agree to fully reimburse UKCPS Ltd, and its content providers in respect of all losses, costs, actions, claims and liabilities incurred by UKCPS Ltd as a result of any breach of these terms or any data submitted by you to us.

Our Liability

The information on this site has been included in good faith but it is for general information only and should not be relied on for any specific purpose. No representation or warranty is given by us or our content providers as regards to the accuracy of information on this website and there shall be no liability for any loss, damage or expense arising in contract, tort or otherwise out of any reliance on information contained on this site, access to, use of or inability to use the UKCPS LTD Website. UKCPS Ltd in its sole discretion may alter or discontinue any feature of the UKCPS LTD website.

UKCPS Ltd will make all reasonable attempts to prohibit viruses from the site but cannot guarantee this. You should take appropriate steps to put in place anti-virus software and any other reasonable measures in respect of this.

We will do our utmost to ensure that availability of the UKCPS LTD website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the UKCPS LTD website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

We, our agents sub-contractors and/or content providers, will not be responsible for (i) losses that were not caused by any breach on our part or that of our agents, sub-contractors or content providers in the provision of the UKCPS LTD Website, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us, our agents, sub-contractors or content providers, when you commenced using the UKCPS LTD Website.

We, our agents, sub-contractors and/or content providers, will not be held responsible for any delay or failure to comply with our obligations under these conditions, if the delay or failure arises from any cause, which is beyond our, our agents, sub-contractors or content providers, reasonable control.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us, our agents or sub-contractors or for death or personal injury caused by our, our agents or sub-contractors negligence or wilful misconduct.

Applicable Law

These Terms and Conditions of Use are subject to English law. Any disputes arising out of these Terms and Conditions of Use should be dealt with by the English or Welsh courts. If you are not happy with the way, we deal with any disagreement and you want to take court proceedings, you must do so in England, or Wales.

Access to Secured Areas

Some sections of this site are restricted and accessible to authorised users only. You are solely responsible for maintaining the confidentiality of any user name and password that is assigned to you by UKCPS Ltd. You will not misuse or share the password that is assigned to you.

As an authorised user of the Client Log-in page, you are also bound by the following Terms and Conditions of Use. Accordingly, you should review them in relation to all or any part(s) of the website.

By accessing this section of the website, you accept these Terms and Conditions of Use and acquire a non-exclusive right to:

- – View the material in the website
- – Access material contained in the website
- – Download and use any material contained in the website for a temporary purpose (such as viewing offline)
- – Downloading material contained in the website for reproduction by you or your employees

User Obligations

You hereby undertake the following obligations:

- To ensure your employees, sub-contractors and any other agents (if any) who have authorised access to the website are made aware of the Terms and Conditions of Use
- To not provide or otherwise make available any material in the website in any form to any person other than employees, sub-contractors and other agents (if any) without the written consent of UKCPS Ltd, except where required by law
- To not provide or otherwise make available any personal information or sensitive

personal information, which you do not have the data subject's consent (or in respect of sensitive personal data, written consent) to supply to UKCPS Ltd for the purpose of car park management.

- To not provide any data or other material carrying IPR, which you are not prepared to supply royalty free, on a perpetual basis, for the purpose of the conduct of the car park management service.

You agree to fully reimburse UKCPS Ltd in respect of all losses, costs, actions, claims and liabilities incurred by UKCPS Ltd as a result of any breach of these user obligations or any data submitted by you to us or to you by us, otherwise than in accordance with these terms and conditions.

No representation or warranty is given as regards to the accuracy of information on the Secure Areas of the UKCPS LTD website and there shall be no liability for any loss, damage or expenses arising in contract, tort or otherwise out of any reliance on information contained in this Secure Areas of the UKCPS LTD Website, access to use of or inability to use the Secure Areas of the UKCPS LTD Website. You accept that UKCPS Ltd takes no responsibility for any error or omission relating to the material contained in the Secure Areas of the UKCPS LTD Website.

Copyright and other IP rights subsisting in the contents of the Secure Areas of the UKCPS LTD Website, including without limitation all trademarks, text, graphics, reports, data or collated data and information is owned by UKCPS Ltd, save where expressly stated.

Upon termination of your right to use the Secure Areas of the UKCPS LTD Website, you must destroy any copies, electronic and printed, of material obtained from the Secure Areas of the UKCPS LTD Website that you have in your possession or under your control or otherwise return or dispose of such material in the manner directed by UKCPS Ltd.

Applicable Law

These Terms and Conditions of Use of the Secured Areas are subject to English law. Any disputes arising out of these Terms and Conditions of Use of the Secured Areas should be dealt with by the English or Welsh courts. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in England, or Wales.