



1st Floor, 6 Chalfont Square, Old Foundary Road, Ipswich, Suffolk, IP4 2AJ  
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## **Website Terms and Conditions**

### **General**

This website is owned and operated by Ipswich Parking Services, a trading name of Ipswich Parking Services Limited (company number: 11549984) under the jurisdiction of England and Wales. The company has its registered office at:

Floor 1, 6 Chalfont Square, Old Foundary Road, Ipswich, Suffolk, IP4 2AJ

For the purposes of these Terms and Conditions: "**We**", "**Our**" and "**Us**" refers to Ipswich Parking Services Limited while references to "**You**" and "**Your**" refers to the persons accessing this website (including persons who access this site on the behalf of other persons); references to "**Material**" or "**Materials**" includes data, information and databases.

Please review these Terms and Conditions carefully before using this website. Your use of this website indicates Your agreement to be bound by these Terms and Conditions in consideration of the access provided to the website as detailed below.

If You do not agree to these Terms and Conditions, any of the related documentation linked below or other restrictions notified to You during the course of Your use of this website You are not permitted to, and agree not to, use or access this website.

### **Scope of these Terms and Conditions**

These Terms and Conditions are applicable only to your use of this website, listed as [www.ipswichparkingservices.com](http://www.ipswichparkingservices.com), and unless a separate or additional set of terms have been applied, refers to any application using content from this website and any other mini-site attached to [www.ipswichparkingservices.com](http://www.ipswichparkingservices.com).

Separate Terms and Conditions apply for the individual car parks, albeit generic, and can be applied for by emailing [info@ipswichparkingservices.com](mailto:info@ipswichparkingservices.com) or by clicking the email link on our Home Page. All car park terms and conditions can be found at the individual sites on the signage.

### **Data protection**

Any personal information You supply to Us when You use this website will be used in accordance with Our Data Protection Policy which can be found on our website and/or Our Privacy Policy and Cookies Policy which can be found on the website.

## Proprietary rights

All materials on this website, the organisational layout and appearance, any underlying data or software coding is subject to copyright, database rights and trade mark that is registered against this website. All intellectual rights whether registered or unregistered are owned directly by Us or our licensors.

Unless otherwise authorised within these Terms and Conditions, You must not copy, publish, alter, distribute, modify nor sell or transfer any part of the data or information on this website, whether in part or in full without prior written consent by the owners of the intellectual rights. This includes without prejudice all underlying software code and underlying data.

## Permitted users of this website

Your use of [www.ipswichparkingservices.com](http://www.ipswichparkingservices.com) is personal to you.

The website is provided by us for you to do one or more of the following:

- View our terms and conditions, and all policies regarding any transaction with us.
- Make an appeal against a Parking Charge Notice (PCN)
- To pay any PCN that is registered to you.
- To transact business between us and you

No other purpose will be accepted at any point.

You are responsible for maintaining the confidentiality of Your website access information where applicable and to maintain the security of any password that may be applicable on this website.

You may choose to permit family members, friends or colleagues to access the website on Your behalf and becomes your sole responsibility for any breach caused or any further legal actions that may be bought against for the misuse of this website whilst under their instruction.

- You accept full responsibility for the acts and omissions of that person when accessing the website using the website access information provided by you whether such access is authorised by You or not.

You must not permit access to or use of this website or any of the Material on or obtained from this website to any commercial entity or other organisation providing a service to the public.

## Security

Where applicable, should you feel that your access information to the website has been compromised, it is your bound duty to change that affected access information immediately. Through the misuse of the website and/or of your own data, Ipswich Parking Services Limited will not be held responsible in part or in full for any breach of this nature.

## Appropriate use.

You may only use this website in accordance with these Terms and Conditions and, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within the UK or other jurisdiction from which You are accessing this website. Except as expressly permitted by Us, You shall not use this website for any purpose.

In particular, You agree that You must not:

- use this website in a manner which causes or may cause an infringement of the rights of any other person or party;
- post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or otherwise illegal;
- deface, alter or interfere with the front end 'look and feel' of this website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- permit any automatic registration, logging in or access to any of the Material on the website;
- obtain or attempt to obtain unauthorised access, via whatever means, to any of Our networks or accounts or to information about other users; and
- disclose confidential information of any person or entity including, without limitation, Our confidential information.

Your use on this website is temporary and Ipswich Parking Services reserves the rights to remove your account or transactions should it be deemed illegal or fraudulent or should Ipswich Parking Services has a suspicion. Ipswich Parking Services hold the absolute right to report any suspicious behaviour to the authorities with no exception.

## **Remedies for breach of these Terms and Conditions**

Without prejudice to any of Our other rights (whether at law or otherwise) We reserve the right to deny You access to this website and block your access to the website where We believe (in Our absolute discretion) that You (or persons who access this site on your behalf using website access information that You have provided to them) are in breach of any of these Terms and Conditions.

## **Changes to this website**

Ipswich Parking Services Limited may make improvements or changes to the information, services, products and other Materials on its website, or terminate its website, at any time without notice.

Ipswich Parking Services may also modify these Terms and Conditions at any time. Any Terms and Conditions will become legally binding and effective from the time of posting and all persons using this website will become bound by the new terms and conditions imposed.

Accordingly, Your continued access or use of this website is deemed to be Your acceptance of the modified Terms and Conditions.

## **Links to other websites**

This website may include links to other internet sites. We **do not** endorse any such websites and We **are not** responsible for the information, material, products or services contained on or accessible through those websites. Your access and use of such websites remains solely at Your own risk.

You may only link to this website with Our express written permission. We expressly reserve the right to withdraw Our consent at any time to a link which in Our sole opinion is inappropriate or controversial.

## **Limitation of liability**

In no event will We be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, or the use of this website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury caused by negligence or for fraud and fraudulent misrepresentation.

All software products downloaded from any section of this website or via a link pointed to by this website are downloaded, installed, and used totally and entirely at the user's own risk.

## **Disclaimer of warranty**

To the maximum extent permitted by law, We disclaim all implied warranties with regard to the information, services and Materials contained on this website. All such information, services and Materials are provided "as is" and "as available" without warranty of any kind.

We make no warranty whatsoever for the reliability, stability or any virus-free nature of any software being downloaded from this website, nor for the availability of the download sites where applicable.

## **Indemnification**

You agree to indemnify, defend and hold Us harmless from any liability, loss, claim and expense (including reasonable legal fees) related to Your breach of these Terms and Conditions (including, but not limited to, any breach by persons acting on your behalf who access this site using website access information that You have provided to them).

## **Miscellaneous**

These Terms and Conditions contain all the terms of Your agreement with Us relating to Your use of this website. No other written or oral statement (including statements in any brochure or promotional literature published by Us) will be incorporated.

If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be removed from these Terms and Conditions without affecting the validity or enforceability of any other provision.

Any failure to assert any rights We may have under these Terms and Conditions does not constitute a waiver of Our right to assert the same or any other right at any other time or against any other person.

Throughout this website the terms "partner(s)" and "partnership(s)" are used to refer to individual marketing or co-operation agreements and not to any relationship which has specific legal or tax implications. We do not therefore accept any liability for the conduct of these partner organisations.

Throughout this website the term "person(s)" is used to refer to natural and legal persons.

## **Applicable Law, Language and Jurisdiction**

Your use of [www.ipswichparkingservices.com](http://www.ipswichparkingservices.com), any Material accessed on it and the operation of these Terms and Conditions and any dispute or claim arising out of or in connection with such matters, their subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by, construed and interpreted in accordance with the laws of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.

We reserve the right to bring proceedings in:

- the Courts of the country of Your residence;
- the Courts of the location of Your access, use or storage of any Materials obtained from the website;
- the Courts of the location of any breach by You of these Terms and Conditions; and/or; and
- the Courts of the location of your authorisation of any of the above acts.

You acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of these Terms and Conditions.

Accordingly, We shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of these Terms and Conditions.