

# PARKING TERMS AND CONDITIONS

The following Terms and Conditions form a part of your monthly parking agreement (the "Agreement") with Concord Parking Ltd. ("us" or "we"). Please read them carefully.

# Termination

1. You may terminate this Agreement by the 20th day of the month with termination effective on the last day of the calendar month. Any cancellation notices received on the 21st of the month or later will be effective 30 days later.

#### To cancel, contact us though our customer service portal at www.concordparking.com.

2. We may terminate this Agreement upon one calendar months' notice. However, if you are in breach of this Agreement, we reserve the right, to suspend or cancel your parking privileges, terminate this Agreement and/or tow your vehicle at your expense. If your parking privileges are suspended, we may charge a reactivation fee.

#### **Payments**

3. Parking charges (and any applicable taxes) are due in advance on the 1st day of each month for that month and payment is not valid until it is actually received by us. Please note amounts owing after your billing due date are subject to a late payment interest charge, calculated at 2.5% per month, compounded monthly (34.5% per year), until paid in full. Invalid or returned payments are subject to an administrative fee of \$25.00, which amount is subject to change from time to time. An additional late payment administration fee for services related to collections will apply if your account remains unpaid after your invoice due date. The late payment processing fee shall be no more than the amounts in the following table:

4. Parking rates are subject to change by us upon one calendar's months' notice.

5. You agree to pay a deposit or fee for use of a permit and/or access device and this payment will not bear interest. You will receive a refund of this payment if the relevant permit and/or access device is returned to us within 7 days of termination and certain conditions are met, otherwise the deposit will be forfeited. After you have taken delivery of your permit or access device you are responsible for the item and lost or stolen permits and/or access devices will be replaced upon payment of a new deposit or fee. A non-refundable service activation fee may also be charged in addition to, or in lieu of, a deposit.

6. When you purchase a permit online with a credit card, we store your credit card in a profile securely with the payment processor. We use this profile to charge monthly fees for monthly permits purchased, and to conveniently pay for any future permits you may purchase.

### **Permits & Access Devices**

7. Your permit and/or access device (including cards, keys and remote controls) is valid only for the parking facility for which it is designated. Misuse of these items will be considered a breach of this Agreement. If the same permit number is found on more than one vehicle at a time, or if a permit or access device is used to admit more than one vehicle at a time into the parking facility, that permit will automatically be deemed invalid, and we may issue a parking notice and tow one or more of the vehicles in addition to any other remedies available to us. In the event of misuse of a permit or access device, we also reserve the right to charge the regular daily rate (in addition to the monthly charges).

8. A valid license plate must be registered with your permit and your parked vehicle at all times. Failure to do so will be considered a breach of this Agreement and, in addition to any other remedies available to us, may result in issuance of a parking notice and/or towing of your vehicle.

### **Concord Parking Limited**

A Division of the Paladin Security Group

#201 – 3001 Wayburne Drive, Burnaby, British Columbia V5G 4W3 T: 604-689-4005 www.concordparking.com



9. Each new or replacement permit or access device issued is subject to a non-refundable fee and/or a refundable deposit. See paragraph 5 above for information regarding refund of deposits.

## Restrictions

10. Parking charges are for the licensed use of parking space only and are subject to the rights and restrictions associated with your selected monthly parking rate and location.

11. We are not responsible for any injury, loss or damage to you or your vehicle or its contents.

12. The parking of unlicensed or uninsured vehicles, the general storage of vehicles i.e. parking for more than 24 hours at a time, and the repair or maintenance of vehicles in the parking facility is prohibited. Further, the parking of vehicles that (in our opinion) pose any kind of hazard or have hazardous contents is also prohibited. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.

13. We do not guarantee the availability of parking at your selected lot at all times. Your selected lot may, from time to time, be unavailable for reasons including, but not limited to, late arrival, excessive demand due to special events or conferences, repair or maintenance activities, construction, emergencies or events of force majeure. In appropriate cases, we will endeavor to use reasonable efforts to relocate you to another of our parking facilities for the period your selected location is unavailable.

14. Any additional terms and conditions displayed on the signage at the parking facility must be observed, except for those relating to parking rates. Vehicles must be parked in marked stalls only.

15. Any power supplied at the parking facility is for block heater use only and is provided as a customer service only. The use of any interior car warmer is prohibited. We are not liable in the event that a vehicle fails to start, or for damage arising from use or malfunction of power or heaters. Use is at your own risk.

16. Unless you are the administrator of a group or corporate account or it is agreed by us in writing, you may not assign, transfer or sublicense this Agreement. Further, changes in the name of the account holder are strictly prohibited (unless supported by legal documentation and agreed to by us).

17. We are not responsible for loss or delayed delivery of payments or correspondence through the mail service.

18. You agree to ensure the address, contact and payment information associated with your account is accurate and up to date at all times. Please update your account online or contact us promptly with any changes.

19. We reserve the right to waive any of these Terms and Conditions from time to time in our sole discretion. Any such waiver on one occasion will not be construed as a general waiver, or waiver of the same term on a subsequent occasion.

20. These Terms and Conditions are subject to change by us from time to time. A current version can be accessed on-line at www.concordparking.com.

21. You consent to the collection and use of your personal information for the purpose of facilitating parking transactions with you, to allow us to verify your identity and to contact and communicate with you.

22. You consent to our disclosure of your personal information to our agents who provide services relating to management of your account, such as (but not limited to) delivering mail, preparing statements, processing payments, or to others as required by law. All such agents have agreed to comply with applicable privacy laws and to protect and maintain the confidentiality of the personal information. You further consent to our disclosure of your name, address, telephone number, and permit and/or access device information to the owner or subsequent operator of your selected parking facility.

23. Our Privacy Policy is subject to change from time to time and can be accessed through our website.

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## **Corporate Customers**

24. If you are entering into this Agreement on behalf of a corporation to obtain parking privileges for one or more individual parkers, you represent and warrant to us that you are an authorized signatory for that corporation. You agree to provide a copy of these Terms & Conditions and take steps to ensure that your parkers are aware of, and agree to abide by, the terms of this Agreement, other than those regarding fees being paid by the corporation on the parker's behalf. You further agree that in the event of a breach of any of the terms or conditions of this Agreement by an individual parker to whom you have granted parking privileges under this Agreement, we may (without limitation, and without notice to you) issue a parking notice to that parker, charge him or her the regular daily rate, tow his or her vehicle, or suspend his or her parking privileges, in our sole discretion.

**CORPORATE CLIENT** 

Company Name \_\_\_\_\_\_

Signing Authority

I/We have the authority to bind the corporation.

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