

## **Countrywide Management Solutions T&Cs including Privacy notice**

This is a legally binding agreement between Countrywide Management Solutions (CMS) and the Customer (You).

You are entering into this agreement with the full understanding that you have read the full the Terms and Conditions including the Cancellation and Refund policies and abide by all of the terms.

### **Booking process & operating times**

Once you have booked and paid for your car parking space at the relevant site for the chosen event CMS will automatically acknowledge your booking by sending an email to you which will confirm your specific reservation number. Please bring confirmation of the booking on arrival at the car park to show the CMS car parking operative proof of your reservation.

The car park you have booked to park your car for an event will ordinarily open three hours prior to the start of an event and close one hour after the end of the event, this may vary for certain events with timings confirmed on the CMS website, please check these prior to making your booking.

Each car parking space needs to be booked separately and will be allocated a unique reservation number.

Bookings are not transferable.

### **Fees**

The CMS pre booking fees are displayed online and when placing the booking. The car parking booking fees may be altered and vary from venue to venue and from event to event at the sole discretion of CMS.

An increased fee as advertised on the CMS website for each car park and event applies to vehicles larger than a typical saloon car. CMS' definition of a larger vehicle is a transit van or larger van, minibus, people carrier, pick up etc. If you pay a parking fee for a car but arrive in a vehicle larger than a typical saloon car as noted in these Terms & Conditions you will have to pay the balance due up to the cost of a larger vehicle relating to the car park and event before you will be allowed to park your car on the selected site.

You agree for payment to be made using CMS' aligned third party provider Wix.

### **Cancellation & refund policy**

Cancellations received within a minimum of 24 hours before the opening of the booked relevant car park opening will receive a refund minus 25% of the parking fee paid.

Cancellations received with less than 24 hours of the booked relevant car park opening will not be refunded.

For the avoidance of doubt the time of the relevant car park opening is noted for each car park and each event and is visible on the CMS website prior to you booking your car parking space.

Cancellations on the day of the booking or after the event will result in no refund.

Please note that care must be taken when you make a booking as amendments cannot be made and your booking will then be subject to the usual noted cancellation policy.

For payments made on the spot in a car park managed by CMS, we operate a no refund policy as the parking agreement is already underway once you have paid.

If you would like to cancel your booking please email [info@countrywidemanagementsolutions.co.uk](mailto:info@countrywidemanagementsolutions.co.uk) whose email system will record the time of receipt of the email to assist with complying with the terms of the cancellation and refund policy. The time the cancellation email is received will determine how the cancellation or refund request is dealt with under the terms of the cancellation and refund policy and is binding upon CMS and you as the customer.

## **Safety & Security**

On arrival you will be asked by the car parking operative to park in a specific car parking space and will not be able to park wherever you wish. You must observe the directions of the car parking operative.

It is your responsibility to ensure that you and your party act responsibly whilst on the car park.

Please ensure you keep children in your party under close supervision and do not permit them to play or run about in the car park. Please deposit all litter in litter bins on site.

Please ensure on leaving the car park that all the windows of your vehicle are securely closed and you have locked your vehicle. Please do not leave any possessions visible in your vehicle.

Should you or anyone in your party damage any vehicle in the car park you are requested to report the matter immediately to one of the CMS car parking operatives on site and you must provide details of your vehicle's registration, insurance and your name, address, telephone number and email address.

Should you or anyone in your party damage any property or land relating to the car park site you are requested to report the matter immediately to one of the CMS car parking operatives on site and you must provide details of your name, address, telephone number and email address.

CMS reserve the right to remove any vehicle by driving or otherwise within or outside the car park at their sole discretion.

Any customer or member of their party who uses abusive, obscene or racial language at any time shall be ejected from the car park and shall have no claim for any refund or compensation from CMS.

If you believe that damage has been caused to your vehicle while parking on the relevant site this must be reported before you leave the site to one of the CMS car parking operatives. This will enable CMS to fully investigate any damage claims you raise with us after the event. If you report any damage after leaving the site, then it will be difficult for us to investigate and reach an outcome.

You as the customer, agree to park your vehicle in the relevant car park at your own risk.

It is your responsibility as the customer to ensure that you hold valid car Insurance for the vehicle which will be parked in the car park.

The speed limit on all car parks managed by CMS is 5 (five) miles per hour.

CMS and their car parking operatives acting on behalf of CMS will not accept liability for any accidents, damage or loss incurred to you or any of your party either directly or indirectly including, but not restricted to death, damage, destruction, loss, theft or injury arising out of or in connection with parking on the chosen car park.

## **Communications & complaints**

Any complaint against CMS or its car parking operatives should be notified immediately providing all the relevant details. Your insurers and the Police should also be notified if appropriate. All communications should be directed to: Countrywide Management Solutions 18 Grebe Close Brookvale Village Birmingham B23 7RW, Email: [info@countrywidemanagementsolutions.co.uk](mailto:info@countrywidemanagementsolutions.co.uk)

CMS promise to exercise reasonable care and diligence in carrying out our obligations under this agreement.

## **Force majeure - Events beyond our control**

In very rare instances CMS may be forced to change or terminate your booking due to unforeseen major events known as force majeure. This means any major event which CMS could not, even with all due care, foresee or avoid and that were beyond our reasonable control. For the avoidance of doubt events beyond our control include (but are not limited to), war or the threat of war, riots, civil unrest, terrorist threats or activity, industrial disputes, extreme weather, epidemics, natural & nuclear disaster, fire,

adverse weather conditions, government regulations and limitations imposed by the owner of the car park.

Changes or termination of your contract due to events beyond our control are highly unlikely, if, however, such major events listed above though not exhaustive, do occur, CMS regret we will be unable to make any refund of payments for services not received. We cannot accept liability or pay any compensation where the event does not take place or is affected by events beyond our control. This is also the case if you suffer any damage, loss or expense of any nature as a result of the major event.

## **Privacy notice and your data protection**

When booking your car parking space you agree to provide CMS with your name, address, phone number, email address and IP address. This information will be used to accept your booking to park your car for an event utilising our third party provider Wix and possibly via a link from the official Aston Villa football club website. You agree for your payment to secure your booking to be made using the Wix System. The Wix system will request your payment information which is required in order to process your booking. Please refer to Aston Villa football club and Wix in order to confirm their respective Privacy and Data Protection policies.

CMS agrees to not share the data you have provided with any unauthorised third parties.

Under data protection law, you have certain rights, including:

- Your right of access - You have the right to ask us for copies of your personal information.
- Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.
- Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at: [info@countrywidemanagementsolutions.co.uk](mailto:info@countrywidemanagementsolutions.co.uk) if you wish to make a request.

## **How to complain**

If you have any concerns about our use of your personal information, you can make a complaint to us at [info@countrywidemanagementsolutions.co.uk](mailto:info@countrywidemanagementsolutions.co.uk)

You can also complain to the Information Commissioner's Office [ICO] if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Helpline number: 0303 123 1113

ICO website: [www.ico.org.uk](http://www.ico.org.uk)

### **Variations of car parking terms**

No person has authority to vary or alter these CMS car park terms and conditions of use unless such variation is in writing signed by a duly authorised signatory of CMS.