These Terms and Conditions ("Terms") relate to Your purchase of Car Parking Tickets for the Wimbledon Championships. Please read the Terms carefully before making Your booking via the Website Booking Platform or the Telephone Booking Platform.

- 1. Definitions of words/phrases used in these Terms and Conditions:
 - "We", "Us" or "Our" means Automobile Association Developments Limited, Fanum House, Basing View, Basingstoke, Hampshire (registered company number 01878835).
 - "Booking Platforms" means the Telephone Booking Platform and the Website Booking Platform.
 - "Car Parking Ticket" a ticket permitting You to receive Parking Services in respect of a Vehicle.
 - "Championships' Car Parks" means a vehicle parking at one of The Championships Car Parks.
 - "Contract" the contract for Parking Services between You and Us created in accordance with clause 5.1.
 - "Parking Services" means the provision of access to parking at one of the Championships' Car Parks on the date(s) stated on Your Car Parking Ticket.
 - "Telephone Booking Platform" means the telephone contact centre for booking Car Parking Tickets that may be contacted at 03300 413677 (Public Parking).
 - "The Championships" means the Wimbledon Tennis Championships.
 - "Vehicle" means the vehicle used to convey passengers which enters into the Championships' Car Parks and includes any mechanical device on wheels or tracks, its equipment and accessories.
 - **"Website Booking Platform"** the website for booking Car Parking Tickets online, available at https://www.theaa.com/wimbledon-parking.
 - "You" or "Your" means the purchaser of a Car Parking Ticket at a Championships' Car Park.
- 2. What these Terms cover:
- 2.1 These are the terms and conditions on which We supply:
 - a) Car Parking Tickets to You via Our Booking Platforms; and
 - b) Parking Services to holders of Car Parking Tickets.
- 2.2 Each enquiry submitted for the purchase of Car Parking Tickets via a Booking Platform is referred to as a "booking request" in these Terms.
- 3. Why You should read these Terms:
- 3.1 Please read these Terms carefully before You submit a booking request to Us.
- These Terms tell You who We are, how We will provide the Booking Platforms and Parking Services to You, how You and We may change or end the Contract, what to do if there is a problem and other important information. If You think that there is a mistake in these Terms or have any queries, please email <a href="https://www.wisheston.org/
- 3.3 Please note that by submitting a booking request via:
 - a) the Website Booking Platform, You are agreeing that these Terms govern Your use of the Website, any such booking request and Our provision of the Car Parking Tickets and Parking Services to You; and
 - b) the Telephone Booking Platform, You are agreeing that these Terms govern any such booking request and Our provision of the Car Parking Tickets and Parking Services to You.
- Our website terms and conditions also apply to You when You buy Car Parking Tickets via the Website Booking Platform. Please see https://www.theaa.com/terms-and-conditions for more details.
- 3.5 You can end this Contract as described in clause 8.

- 4. About Us, Our relationship with AELTC and how to contact Us:
- 4.1 Who We are: We are Automobile Association Developments Limited, a company registered in England and Wales with company registration number 01878835 and Our registered office is at Fanum House, Basing View, Basingstoke, Hampshire. Our registered VAT number is 188 0311 10.
- 4.2 <u>Our Relationship AELTC:</u> We are authorised by The All England Lawn Tennis Club (Championships) Limited ("AELTC") to sell, allocate and issue Car Parking Tickets for, and provide Parking Services at, the Championships' Car Parks. The Championships' Car Parks are private property and are either owned, managed by or licenced to AELTC.
- 4.3 <u>How to contact Us:</u> You can contact Us by telephoning Our customer service team at 03300 413677 or by emailing Us at Wimbledon.parking@theaa.com.
- 4.4 How We may contact You: If We have to contact You, We will do so by telephoning You or writing to You using the details You provided to Us when making Your booking request. Details of how We use Your personal data can be found in Our Privacy Notice (see clause 15.1 below). "Writing" includes emails. When We use the words "writing" or "written" in these Terms, this includes emails and notifications generated by Us via the Website or via Your use of the Website.

5. Ordering Tickets:

- 5.1 <u>Submitting a booking request:</u> In order to submit a booking request, You will be required to provide Us with certain information, including personal information and payment details. You undertake that any information You provide to Us is up to date, true, accurate and complete. Car Parking Tickets must be paid for in full by credit or debit card at the time of submitting Your booking request.
- 5.2 <u>How We will accept Your booking request:</u> Acceptance of Your booking request will take place when We confirm Your purchase of Car Parking Tickets by giving You a transaction number for Your booking, at which point a contract for the Car Parking Services will come into existence between You and Us (the "Contract"). If You do not receive such confirmation, no contract for Car Parking Services will have been formed between You and Us. Please ensure that any email address supplied at the time of booking is correct.
- 5.3 Your reference number: We will give You a reference / transaction number when We accept a booking request. Please keep a note of this reference / transaction number, as it will help Us if You can tell Us this number should You need to contact Us about Your booking request.
- 5.4 <u>No allocation of a specific parking space:</u> Individual Vehicle spaces in the Championships' Car Parks are not allocated when booking in advance and are filled on the day on a first come, first served basis as directed by Us. A Car Parking Ticket does not entitle You to any particular space in the Championships' Car Parks.
- 5.5 <u>Alternatives to the Booking Platforms:</u> You may be able to purchase a Car Parking Ticket on the day. However, this is subject to availability. If You attempt to purchase a Car Parking Ticket on the day, You may be turned away if there are insufficient spaces for Vehicles. Our decision on availability and access is final.
- 5.6 <u>Proof of purchase:</u> You may be turned away if You forget, misplace or damage Your Car Parking Ticket and cannot prove to Our reasonable satisfaction that You purchased a Car Parking Ticket in advance. Where you have purchased a Car Parking Ticket for a Blue Badge space in the Championships' Car Park, you must display your Blue Badge at all times while using the car park.

6. Price and Payment:

- 6.1 Where to find the price for the Parking Services: The price for each booking request made using the Booking Platforms (which includes VAT and, a convenience fee to cover the administration of the Booking Platforms) will be:
 - a) where placing Your booking request via the Website Booking Platform, the price indicated on the booking request pages when You place the request; or
 - b) where placing Your booking request via the Telephone Booking Platform, the price indicated by Our customer service representative when You place the request.

- 6.2 What happens if We get the price wrong? We take all reasonable care to ensure the price advised to You is correct. However, it is always possible that, despite Our best efforts, some of the prices indicated to You via the Booking Platforms may be incorrect. If We accept and process Your booking request where a pricing error is obvious and unmistakeable and could reasonably have been recognised by You as a mispricing, We may terminate the Contract, refund You any sums You have paid or require You to pay the correct, reasonable sum outstanding.
- 6.3 <u>Payment:</u> You must pay for the Parking Services before You receive a Car Parking Ticket. We only accept payment with Mastercard and Visa credit and debit cards.

7. Providing the Parking Services:

- 7.1 We are not responsible for delays outside Our control associated with the Parking Services: If Our supply of the Parking Services is prevented or substantially delayed by an event outside Our control then You may contact Us to end the Contract and receive a refund for any Parking Services You have paid for but not received (see clause 8.3). We will not have any further liability to You for such delays.
- 7.2 What will happen if You do not give required information to Us? We may need certain information from You so that the Car Parking Tickets and Parking Services can be supplied to You, for example, your date(s) of stay or your Blue Badge holder number if you are purchasing a Blue Badge parking space. We will ask for this information before You pay for the Car Parking Tickets. If You give Us incomplete or incorrect information, You will not have a valid booking and We may either end the Contract or make an additional charge of a reasonable sum to compensate Us for any extra work that is required to rectify this issue.
- 7.3 Electric Vehicles: no charging facilities for electric or hybrid Vehicles will be provided at the Championships' Car Parks and/ or in connection with the Parking Services.

8. Cancellations and Refunds

- 8.1 <u>Cancellation window</u>: You must return Your Car Parking Ticket to Us at least five working days prior to the opening day of The Championships. Cancellations received later than 15 working days prior to the opening day of The Championships will incur a £3 handling charge per parking ticket which will be deducted from any refund due.
- 8.2 <u>How to cancel or change Your booking:</u> If You need to change or cancel Your Car Parking Ticket booking before the date that You are due to use the Championships' Car Parks, please let Us know by emailing Us at wimbledon.parking@theaa.com or calling **Us at** 03300 413677. Please provide Your name, booking reference / transaction number and the date(s) for which you have booked Parking Services.
- 8.3 <u>Refunds:</u> In addition to any cancellation rights You may have under clause 8.1, You:
 - a) may be able to request a refund (at Our discretion) of the face value of your Car Parking Ticket if there's no play on the day of Your Car Parking Ticket booking (e.g., there's no play due to rain);
 - b) will be entitled to a refund of the face value of your Car Parking Ticket if Your Car Parking Ticket is cancelled by Us, including as a result of any event outside of Our control.

To request a refund, please contact Us at the following e-mail address: <u>Wimbledon.parking@theaa.com</u>. Details regarding how refunds are processed can be found in clause 8.4.

- 8.4 <u>How We will refund You</u>: Where We agree to cancel an accepted booking request after a payment has been received from You (including in accordance with clause 8.1), We will (subject to clause 8.5) refund You the price You paid for any unused Parking Services. Refunds will be provided using the method You used for payment as soon as possible. Where applicable, Our £3 handling charge will be deducted from Your refund (see clause 8.1).
- 8.5 <u>Return of Car Parking Tickets</u>: Where a Car Parking Ticket has been issued, prior to issuing a refund to You We will require You to return Your Car Parking Ticket to Us (at your own expense) at the following address:

Automobile Association
Wimbledon Parking
Fanum House
Basing View
Basingstoke
RG21 4EA

- 8.6 <u>Failure to Return Tickets</u>: We are not liable for Car Parking Tickets which are not returned to Us in accordance with this clause (including if the Car Parking Ticket is lost by You or during posting) and We will not be obliged to refund You if a Car Parking Ticket is not received. We recommend Car Parking Tickets are returned to Us by recorded delivery. Please also see clause 11.8.

9. Our rights to end the Contract

- 9.1 We may end the Contract for the Parking Services or cancel a booking at any time for any reasonable reason: We may choose either:
 - a) to permit You to use Parking Services which You booked before We terminated the Contract (in which case You will not receive a refund); or
 - b) refund You in accordance with clause 8.5.
- 9.2 We may also end the Contract if You break it: We may also end the Contract for Parking Services or cancel a booking request at any time, if:
 - a) You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Parking; or
 - b) You materially breach these Terms or any other terms applicable.
- 9.3 You may be required to compensate Us if You break the Contract: If We end the Contract in the situation set out in clause 9, We may deduct or charge reasonable compensation (such as the convenience fee to cover the administration of the Booking Platforms and / or the provision of the Parking Services) for the costs We will incur as a result of You breaking the Contract, depending on the date on which We end the Contract.

10. If there is a problem with the Parking Services or Booking Platforms

- 10.1 How to tell Us about problems: If You have any questions or complaints about the Parking Services or the Booking Platforms, please contact Us by using the details set out in clause 4.3.
- 10.2 <u>Damage to your Vehicle or bike:</u> Should Your Vehicle or bicycle suffer damage whilst in the Championships' Car Parks, or should You lose or any of Your possessions from the Vehicle whilst it is in the Championships' Car Parks, You are requested to:
 - a) immediately inform a member of Our staff of the occurrence;
 - b) in cases of theft, immediately inform the Police; and
 - c) notify Your insurers promptly.
- 10.3 Claims against AELTC: If You consider You have a claim against AELTC as the owner of the Championships' Car Parks You must contact AELTC, within 72 hours of discovery of the loss or damage by giving written notice (containing full details of the occurrence) to Head of Finance at AELTC (Champs) Limited, Church Road, Wimbledon SW19 5AE.
- 10.4 <u>Summary of Your legal rights:</u> We are under a legal duty to supply services that are in conformity with the terms of the Contract. See the below for a summary of Your key legal rights in relation to the Parking Services. Nothing in these Terms will affect Your legal rights.
- 10.5 <u>Summary of Your key legal rights</u>: This is a summary of Your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

- 11. Our responsibility for loss or damage suffered by You:
- 11.1 Our responsibility: We are responsible for using reasonable skill and care in the operation of the (i) Booking Platforms and; (ii) the Parking Services on the days of the Championships. If We do not, We are **only** responsible for direct loss or damage You suffer as a foreseeable result of Our breach of Our obligations or Our negligence or the negligence of Our employees, agents or subcontractors. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the booking process.
- 11.2 <u>What we will always be responsible for:</u> Notwithstanding any other provision of these Terms, we do not exclude or limit in any way Our liability for:
 - a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - b) fraud or fraudulent misrepresentation; and
 - c) any other liability that cannot be excluded or limited by applicable law.
- 11.3 Exclusions from Our liability: We will not be liable for any loss, theft or damage of Your personal belongings or property (including any form of bicycle) or any Vehicle or its contents in the Championships' Car Park, unless You suffer direct loss or damage as a foreseeable result of Our breach of Our obligations or Our negligence or the negligence of Our employees, agents or subcontractors.
- 11.4 Exclusions from AELTC's liability: AELTC will not be liable for any loss, theft or damage of Your personal belongings or property (including any form of bicycle) or any Vehicle or its contents in the Championships' Car Park, unless You suffer direct loss or damage as a foreseeable result of AELTC's breach of its obligations or its negligence or the negligence of its employees, agents or subcontractors.
- 11.5 Our maximum liability: Our maximum aggregate responsibility to You arising out of or in connection with Our Contract or these Terms, whether in contract, tort, negligence or otherwise, shall in no event exceed the greater of (i) 20 times the price paid for the Parking Services or (ii) £500.00 (five hundred pounds) which you acknowledge and agree is reasonable as the Booking Platforms are provided free of charge.
- 11.6 Events outside Our control: We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms to You if such delay or failure results from events, circumstances or causes beyond Our reasonable control, including but not limited to any events, circumstances or causes arising directly from an act of God, act of local government or government, war, fire, epidemic, pandemic, flood, earthquake or storm, act of terrorism, explosion, civil commotion or any cancellation, postponement or rescheduling of the Championships.
- 11.7 <u>We are not liable for business losses:</u> We only supply the Booking Platforms and Parking Services for domestic and private use. If You use the Booking Platforms or Parking Services for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.8 No liability for Car Parking Tickets not returned to Us: If You are returning a Car Parking Ticket to Us in order to receive a refund in accordance with clause 8.5, We are not liable to provide such a refund (or cover any costs of replacing the lost Car Parking Ticket) if We do not receive the Car Parking Ticket. We recommend that recorded post is used to ensure safe delivery.
- 12. Security of Your Vehicle or bicycle:
- 12.1 <u>No guarantee:</u> You should be aware that the Championships' Car Parks are open to the general public. Neither We nor AELTC can guarantee that members of the general public will not enter the Championships' Car Parks and cause damage to property and/or engage in criminal activity. Accordingly, You park in the Championships' Car Parks at Your own risk. Neither We nor AELTC guarantee the security of Your Vehicle and/or its contents.
- 12.2 <u>Security of Your Vehicle:</u> You should ensure Your Vehicle is left securely locked with all windows securely closed and that any vehicle alarm, steering lock or similar device fitted is engaged. Wherever possible please take Your possessions with You when You leave Your Vehicle or ensure that where left inside the Vehicle they are out of sight and secure. Any items left in a Vehicle are left entirely at the owner's risk.

- 12.3 <u>Security of Your bicycle:</u> If You are permitted to store a bicycle in the Championships' Car Parks You do so at Your own risk. Neither We nor AELTC guarantee the security of Your bicycle and/or any equipment or property You attached to it. Bicycles should be locked and secured in designated storage areas only. You must take all Your possessions with You when You leave the Championships' Car Parks. You will be responsible for supplying any equipment that You require to secure your bicycle.

13. Safety in the Championships' Car Parks:

- 13.1 <u>Car park rules:</u> Please drive carefully in the Championships' Car Parks and obey all speed limits, directional signs and other signs. You must also comply with any signage and directions given by AELTC or its partners on site in the Championships' Car Parks.
- 13.2 <u>Leaving the car parks:</u> After You have parked Your Vehicle please proceed to the nearest point of egress from the Championships' Car Parks. Please do not delay Your exit from the Championships' Car Parks.
- 13.3 <u>No right to remain:</u> For safety reasons You are not entitled to remain in Your Vehicle in the Championships' Car Parks or elsewhere in the Championships' Car Parks except for the purposes of parking or removing Your Vehicle. Overnight parking in the Championships' Car Parks is prohibited.
- 13.4 <u>Ejection:</u> We and/or AELTC (acting reasonably) are entitled to refuse admission to You and Your Vehicle or eject You and Your Vehicle if either We or AELTC (as appropriate) think fit.
- 13.5 <u>Closure:</u> We additionally reserve the right with immediate effect to close either permanently or temporarily the Championships' Car Parks should they need to be evacuated, in cases of emergency, or if We deem it to be reasonably appropriate to do so including on the instructions of AELTC and/or as a result of any event outside of Our control including but not limited to in the case of any recommendation or requirement by government, a health body or health service in respect of Covid-19 including any epidemic or pandemic.

14. Prohibited Activities

- 14.1 <u>Commercial activities:</u> No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Championships' Car Parks without Our prior specific written permission.
- 14.2 <u>Litter:</u> You are not allowed to dispose of any items or drop litter in the Championships' Car Parks. Please place any rubbish/litter in the bins that are provided or take it away with You when You leave the Championships' Car Parks.
- 14.3 <u>Fire hazards:</u> You are not allowed to pour petrol or any other fuel into Your Vehicle whilst it is in the Championships' Car Parks, nor are you permitted to use any portable charging equipment in connection with a hybrid or electric Vehicle. You are also not allowed to take petrol, or any other fuel, out of Your Vehicle whilst it is in the Championships' Car Parks.
- 14.4 <u>Smoking</u>: Smoking and vaping are forbidden within both the Championships' Car Parks and the immediate vicinity of the Championships' Car Parks.
- 14.5 <u>Behaviour:</u> Anti-social behaviour will not be accepted in Our Championships' Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. The Championships' Car Parks are designed for the sole purpose of parking vehicles.

15. How We may use Your personal information:

15.1 <u>How We will use Your personal information:</u> Information on how We use Your personal information, including what details We hold, who We might share it with, and Your choices and rights can be found in Our Privacy Notice (which can be found here: https://www.theaa.com/privacy-notice-wimbledon-parking).

16. Other important terms:

- 16.1 <u>Variation:</u> These Terms shall not be varied except in writing by Us. Nothing said or done by any of Our employees is be capable of varying these Terms.
- 16.2 You may not transfer Your rights to someone else: You accept that the arrangements under these Terms and any Contract are personal to You, and You may not transfer Your rights or Your obligations under these Terms or any Contract to another person.

- 16.3 <u>Nobody else has any rights under a Contract:</u> The Contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.
- 16.4 If a court finds part of this Contract illegal, the rest will continue in force: Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Even if We delay in enforcing this Contract, We can still enforce it later: If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.
- 16.6 <u>Governing law:</u> These Terms are governed by English law and You can bring legal proceedings in respect of the Parking Services in the courts of England or Wales. If You live in Scotland You can bring legal proceedings in respect of the Parking Services in either the Scotlish or the English or Welsh courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Parking Services in either the Northern Irish or the English or Welsh courts.