

## Resorts World Parking Terms of Use

This Car Park is operated by Genting Solihull Limited (a company incorporated in England (Company Number 06601106) whose registered office is located at Genting Club Star City, Watson Road, Birmingham, B7 5SA) (trading as “Resorts World Birmingham”) (“We”) (and any such agent as We may from time to time engage).

Please read these terms and conditions carefully as they govern and apply to all users of this Car Park.

1. **You park at your own risk.** The Car Park is open to the general public and We cannot guarantee the security of your vehicle or its contents.
2. **You must ensure the security of your own vehicle.** Please ensure your vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.
3. **Any possessions left in a vehicle are left entirely at your own risk.** We recommend that you should take your possessions with you when leaving your vehicle. We are not liable for any theft from your vehicle.
4. **We will not be liable for any loss or damage arising from or connected to your use of this Car Park to the fullest extent permitted by applicable laws.** We do not, however, exclude liability which is caused by our own negligence but do exclude any and all liability to users for any indirect or consequential loss or damage, including, any loss of profits, loss of sales, wages, business or amenity, loss of or wasted time, loss of anticipated savings, loss of personal effects, suffered by Car Park users even if such loss is or was reasonably foreseeable prior to its being incurred and even you have advised us of the possibility of such loss.
5. **You must pay the parking charges.** The parking tariff is payable by you and is displayed in the entrance of the Car Park and at pay machines. Failure to pay may result in us issuing you with a Parking Charge Notice (“PCN”). Please note tickets cannot be transferred and are only valid for one entry and one exit at any one time.
6. **You must comply with all signs in the Car Park, including these Terms, directional signs and all directions from our staff.** Failure to do so may result in us issuing you with a PCN.
7. **You must park within the limits of a marked bay.** Failure to do so may result in us issuing you with a PCN.
8. **You must not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. disabled bays without display of appropriate badge, spaces designated for motorbikes and electric vehicles, or spaces designated for parent and child).** Failure to do so may result in us issuing you with a PCN.
9. **By parking your Vehicle in the Car Park, you consent to our capturing, using and processing your Vehicle Registration Mark and personal details via CCTV and Automatic Number Plate Recognition.** This will be used for enforcement purposes, to calculate parking charges and any contravention charges and to recover any outstanding charges. We may also request and obtain the details of a vehicles registered keeper from the DVLA.
10. **If the Car Park or any equipment within it is damaged by you, your vehicle, its contents or passengers We will recover the cost of repair and administration costs from you.** This excludes circumstances where damage occurs in so far as that damage is a direct consequence of our negligence.
11. **Please supervise your children and pets and keep them under your control at all times in the Car Park.**
12. **For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your Vehicle.** Once parked, please proceed promptly to the nearest customer lift, staircase or exit, following the recommended route (if any).
13. **You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.**
14. **We are entitled to regard any vehicle as abandoned if left in the Car Park for more than 28 days unless We are clearly made aware of and agree in writing to any long stay arrangement prior to parking.**
15. **If your vehicle is damaged, stolen or any possessions are stolen from your vehicle please:**
  - a. **immediately inform a member of our staff at the Car Park or contact our Guest Services Team at Resorts World Birmingham (located on the ground floor mall adjacent to the Genting Hotel entrance); and**
  - b. **in the case of theft immediately inform the police; and**
  - c. **notify your insurer(s) promptly.**
16. **Please do not participate in any anti-social activity, including but not limited to, drinking alcohol, taking or dealing with illegal substances, fighting, loitering and/or littering.** Please note this is a non-exhaustive list and We retain the right to remove you from the premises if we deem any activity detrimental to us or the Resorts World Birmingham destination.
17. **In the event of dispute (including non-contractual disputes or claims) English law shall apply and both parties submit to the exclusive jurisdiction of the courts of England.**