

DEFINITIONS

1. In this document, the following expressions have the meanings respectively assigned to them.
2. 'Chandler's Ford Parish Council' (hereinafter called "the council") is the legal owner of the car parks, since receiving them from Eastleigh Borough Council in August 2014.
3. 'Chandler's Ford and Fryern Car Parks' means: The areas situated off the Hiltngbury Road and Greenways on Fryern Hill. Parking for cars, between 06.00am – 00.00am (hereinafter called "the car parks").
4. 'Goods Vehicle' means: a vehicle which has been purposely made, or adapted, to use in the carriage of goods of any description, and which has an unladen weight not exceeding 2540 kilograms.
5. 'Light Goods Vehicle' means: a vehicle which has been purposely made, or adapted, to use in the carriage of goods of any description, and which has an unladen weight not exceeding 1525 kilograms.
6. 'Heavy Goods Vehicle' means: a vehicle which has been purposely made, or adapted, to use in the carriage of goods of any description, and which has an unladen weight exceeds 1525 kilograms.
7. 'Motor Cycle' means: any vehicle, with or without a side car, having less than four wheels weighing less than 410kg un-laden. This definition includes three wheeled motorcycles and three-wheel mopeds. Three Wheeled Motorcycle - a motorcycle having three wheels, including a motorcycle with a sidecar. Moped - a motorcycle weighing less than 250kg and with a maximum design speed not greater than 30mph.
8. 'Passenger vehicle' means: a motor car within the provisions of section 185(1) of the Road Traffic Act 1988 and section 136(1) of the Road Traffic Regulations Act 1984 as "a mechanically propelled vehicle, intended or adapted for use on roads.
9. 'Owner' means: in relation to a vehicle, the person who is recorded as the registered keeper by the Driver and Vehicle Licensing Agency.
10. 'Driver' means: in relation to a vehicle, the person who is normally responsible for driving and or parking the vehicle or the last person to drive and park the vehicle in the coach & car park.

11. 'Parking Bay' means: an area of the coach & car park specifically indicated by markings on the ground or boundaries to show the position in which the vehicle shall be parked.
12. 'Parking Permit' means: a permit, supplied by the council, that shows the start and finish date or (permission of parking at all times within the hours designated in this document) of the parking allowed for this car park and is within that designated time period.
13. 'Motor Vehicle' means: A mechanically propelled, three or four wheeled Vehicle used, principally for transporting one to eight passengers.

CONDITIONS OF USE

14. No person shall cause or permit any other type of Vehicle to park in a parking space.
15. Permits are issued if appropriate on a yearly basis and, are registered on the computer at the CFPC Office, both car Parks are CCTV controlled with a limited time of parking in operation. CFPC Office must be notified by CFPC members and appropriate staff of the Scouts; the Hilt; Pavilion. Where permits have been granted and are current users of identified premises. Any and all renewals are at the discretion of the Council. The Schools must apply to the council for Ad Hoc visitors to notify the council as necessary and appropriate if their stay does exceed the limit of the 3 hours.
16. Permits are issued on an on-going eligibility basis will be reviewed annually. Permits are registered to the permit holder and not the property and the permit holder shall be the **primary user of the space as and when available**.
17. No person shall cause a problem or permit a blocking of a parking space by inappropriate parking. The Council will, if it deems necessary, cancel any parking permit to said offender.
18. The CFPC aims to maximise the use of the parking bays for the users of the recreation ground, ensuring that the parking bays are **well used** by all residents/ permit holders.
19. Notwithstanding, the council can/may demand any permit be cancelled if inappropriate behaviour is evidenced.
20. The council reserves the right to request the removal of any vehicle from the car park at the sole risk of the driver and/or the owner and the council shall be entitled to recover from the driver and/or owner any costs of such removal as may result.

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21. The council accepts no liability for any loss or damage to any vehicles or property within any vehicles other than proven negligence by the council.
22. **Disabled Parking:** No person shall cause or permit any Motor Vehicle to park in this BAY unless they display a valid Blue Badge.
23. No person shall cause or allow to be caused the sale or attempted sale of any article/s, including vehicles, to any person in or near the car park.
24. No person shall cause or allow to be caused the hire of services to any person in the car parks.
25. Nothing in these conditions shall prevent the council by notice, sign, barrier or other suitable means from closing any part of the car park for any period deemed reasonable by the council.
26. All persons driving a vehicle into a parking bay, shall stop the engine as soon as the vehicle is safely in the parking bay. Under no circumstances shall any person allow a vehicle to park with the engine running except whilst about to change position and or depart from the parking bay.
27. No person parking any vehicle shall park in such a manner or position as shall cause an obstruction to any others users of the car park.
28. All persons that are driving any vehicle in the car park, must have a current driving licence that has been issued by the United Kingdom Driver and Vehicle Licensing Agency.
29. All persons using the car parks shall abide by the terms and conditions of this document. Contravention of the terms and conditions may lead to enforcement, parking notices, and cancellation of permits if granted.
30. No person shall use a parking place or any part of the parking place for any of the following.
 - a. For sleeping or camping purposes
 - b. For cooking purposes
 - c. For vehicle servicing and or repairing other than to enable the vehicle to be driven from the parking bay onto the main highway.
 - d. For changing, emptying and or refilling any vehicle fuel tank or oil reservoir.
 - e. For any other purpose than parking the permitted vehicle.
 - f. For parking any vehicle that contains flammable and or explosive substances, other than the fuel in the vehicles tank.
 - g. For parking any vehicle that does not have a current policy of insurance as complies with current Road Traffic regulations.

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31. The permit holder shall be responsible for the collection and disposal of any litter in the parking bay.
32. The Parish Council may change the conditions of use if such changes are considered to be in the best interests of the community.