THIS AGREEMENT is dated 23/04/2025 [redacted]

PARTIES

(1) **SMART PARKING LIMITED** incorporated and registered in Scotland with company number SC138255 whose registered office is at Smart Parking Limited, 5 South Inch Business Centre, Shore Road, Perth, PH2 8BW ("**SP**").

(2) **BRITISH MUSLIM HERITAGE CENTRE** incorporated and registered in England and Wales with company number 04779177 and charity number 1110104 whose registered office is at British Muslim Heritage Centre, College Road, Whalley Range, Manchester, Lancs, M16 8BP ("**Customer**").

BACKGROUND

(A) SP is in the business of providing car park management/operator services.

(B) The Customer wishes to obtain and the Supplier wishes to provide the Services on the terms set out in this agreement and in accordance with the BPA Approved Operator Scheme Code of Practice as amended from time to time.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

"BPA"	the British Parking Association;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Control"	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression "**change of Control**" shall be construed accordingly;
"Customer Brand"	the Customer's identifiable brand including the Customer's trade marks, trade names and logos as agreed between the parties from time to time;
"Customer Materials"	all Documents, information and materials provided by the Customer relating to the Services, including computer programs, data, reports and specifications;
"Customer's Equipment"	any equipment, systems, cabling or facilities, including such equipment specified in Schedule 1, provided by the Customer and used directly or indirectly in the supply of the Services;
"Customer's Manager"	the Customer's manager for the Services appointed under clause 5and notified to SP from time to time;
"Data Protection Legislation"	all laws, regulations, legislative and regulatory requirements, and codes of practice applicable to the processing of personal data, including without limitation all the provisions of the UK Data Protection Act 1998, the General Data Protection Regulation (Regulation (EU) 2016/679) when applicable and the Computer Misuse Act 1990 and any regulations or instruments thereunder, and

	the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*);
"Deliverables"	all Documents, products and materials developed by SP or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);
"Document"	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
"Grace Period"	the period granted to a driver who enters a car park but decides not to park, to leave the car park without having their vehicle issued with a PCN;
"Initial Term"	the initial term set out in Schedule 1;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Maintenance and Repair Cap"	the financial cap on maintenance and repairs as set out in Schedule 1;
"Net Sales"	the actual price payable by a client using the Site for parking a vehicle less, VAT (if applicable), and any other government taxes, duties or levies, and trade discounts and other allowances granted and not including any revenue relating to Parking Charges;
"Monthly Periods"	the periods of one month commencing on 1st of each consecutive month respectively;
"Parking Charge"	a charge arising when a client of the Customer breaches a Parking Contract or trespasses on the Site by parking without permission; As at the Effective Date, the amount of the applicable Parking Charge is determined as follows: • if the User pays the Parking Charge within 14 days of the date of issue of the Parking Charge then the Parking Charge is £60;

	• if the User pays the Parking Charge between 15 and 28 days of the Parking Charge then the Parking Charge is £100; and • if the User does not pay the Parking Charge within a maximum of 28 days of the date of issue of the Parking Charge then the Parking Charge shall be £100 plus an additional administrative fee of £10 (total £110). The Supplier may then pass the matter to its nominated recovery agent for further action. Such further action may include a court action against the User and/or keeper of the vehicle;
"Parking Charge" or "PCs"	the document given to a client of the Customer (or sent to the vehicle keeper or hirer) by SP for breaching the Parking Contract, or for trespassing on the Site, requesting payment of a Parking Charge;
"Parking Contract"	any contract with clients of the Customer using the Site for parking vehicles, including all terms and conditions covering, amongst other things, the parking tariff fees for parking and the parking charges if the client breaches the contract.
"Services"	the car park management services to be provided by SP under this agreement, as set out in Schedule 1 and SP's obligations under this agreement, together with any other services which SP provides or agrees to provide to the Customer;
"Services Commencement Date"	the services commencement date set out in Schedule 1;
"Site"	the site at which the Services are to be carried out as set out in Schedule 1;
"Site Equipment"	together the Customer Equipment and the SP Equipment;
"SP Equipment"	any equipment, including car park monitoring equipment, hardware, tools, pay and display machines, software, systems, cabling or facilities, provided by SP or its subcontractors as specified in Schedule 1 and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer;
"SP's Manager"	SP's manager for the Services appointed under clause 3.3;
"SP Materials"	all Documents, information and materials provided by SP relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications;

"VAT" value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 A reference to "**writing**" or "**written**" includes fax but not email.

1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 A reference to "**this agreement**" or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.15 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.16 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND DURATION

2.1 SP shall provide the Services from the Services Commencement Date to the Customer in accordance with this agreement.

2.2 This agreement shall continue for the Initial Term and thereafter shall renew automatically for successive terms of equal duration to the Initial Term (each a "Renewal Term") unless either party gives the other party not less than 30 days' written notice to terminate (such notice to expire on the expiry of the Initial Term or any Renewal Term) or it is terminated in accordance with clause 14.

2.3 Throughout the term of this agreement, the Customer shall not appoint any third party to provide (or provide itself) identical or similar services at the Site to the Services provided under this agreement.

3. SUPPLIER'S OBLIGATIONS

3.1 SP shall use reasonable endeavours to provide the Services in accordance with Schedule 1 and with reasonable care and skill in accordance with professional industry standards.

3.2 During the Term, SP shall be a member of the BPA's Approved Operator Scheme and SP shall supply the Services in accordance with the BPA Approved Operator Scheme Code of Practice.

3.3 SP shall appoint SP's Manager in respect of the Services who shall have authority under this agreement contractually to bind SP on all matters relating to the Services. SP shall use all reasonable endeavours to ensure that the same person acts as SP's Manager throughout the term of this agreement but may replace that person from time to time where reasonably necessary in the interests of SP's business.

3.4 SP shall use reasonable endeavours to observe, all health and safety rules and regulations and any other reasonable security requirements that apply at the Site and that have been communicated to it under clause 5.2.4, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

4. CHARGES AND PAYMENT

4.1 SP shall collect all revenue generated from Clients using the Site for parking vehicles on behalf of the Customer; and

4.1.1 SP shall retain 100% of the revenue generated from Parking Charges issued at the Site in consideration of the provision of the Services.

4.1.2 SP shall be deemed as acting as principal with regard to the income which it generates pursuant to clause 4

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer confirms that:

5.1.1 they are the owner, authorised agent or legal occupier of the Site;

5.1.2 the site is private land;

5.1.3 it has authority to enter the Contract and;

5.1.4 it has read and agrees to the Code. https://www.britishparking.co.uk/write/Documents/AOS/NEW%20Redesigned%20Documents/sectorsingleCodeofPractice.pdf

5.1.5 they provide permission for SP to share this agreement to authorised bodies.

5.1.6 they understand that SP are required to act in accordance with the Code and the requirements of the BPA from managing the land and dealing with appeals of Parking Charge's

5.2 The Customer shall:

5.2.1 co-operate with SP in all matters relating to the Services and appoint the Customer's Manager in relation to the Services who shall have the authority contractually to bind the Customer on matters relating to the Services;

5.2.2 provide, for SP, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by SP;

5.2.3 provide, in a timely manner, such Customer Material and other information as SP may reasonably require, and ensure that it is accurate in all material respects;

5.2.4 inform SP of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site;

5.2.5 provide the Customer Equipment and ensure that at all times during the provision of the Services all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and as set out in Schedule 1;

5.2.6 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of SP's Equipment, the use of Customer Material and the use of the Customer's Equipment in relation to SP's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and

5.2.7 comply with any additional responsibilities as set out in Schedule 1.

5.3 If SP's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, SP shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.4 The Customer shall not, without the prior written consent of SP, at any time from the date of this agreement to the expiry of 12 months after termination or expiry of this agreement, solicit or entice away from SP or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of SP in the provision of the Services.

6. USER CONTRACTING

6.1 The Customer acknowledges and agrees that SP shall act all times as Principal for and on behalf of the Customer in the performance of the Services under this agreement and, unless otherwise agreed in accordance with the terms of this agreement, any Parking Contract is between the Customer and the client.

6.2 As Principal for the Customer, SP shall be entitled to agree the terms and conditions of any Parking Contract provided they are in accordance with the BPA Approved Operator Scheme Code of Practice. Grace Periods will be set in accordance with the BPA Approved Operator Scheme Code of Practice.

6.3 If enforcement action, including the issuance of a PCN, against a client that has used the Site for parking vehicles is required to recover any debt pursuant to the Services, the Customer shall, at the sole discretion of SP, either:

6.3.1 assign to SP all rights in the debt and claim relating to such enforcement action to enable SP to take such enforcement actions necessary to recover the debt in accordance with its obligations under this agreement; or

6.3.2 allow SP to take such enforcement action in the name of the Customer (and on the Customer's behalf) in accordance with its obligations under this agreement.

6.4 The Customer acknowledges and agrees that any sums recovered from a client pursuant to any enforcement action ("**Recovered Monies**") shall be paid directly to SP.

6.5 The Customer shall not waive, settle or otherwise compromise a PCN without the prior written consent of SP.

7. SITE EQUIPMENT

7.1 SP shall be responsible for the installation, maintenance and repair of the SP Equipment at the site, which shall be at its own cost and expense. Ownership and risk in the SP equipment shall at all times during the term of this agreement remain with SP.

7.2 The Customer shall grant SP access to the Site at all time during the term of the Agreement with its subcontractors, agents and workers to install and maintain the SP Equipment. The Customer shall also grant SP access to the power at the Site.

7.3 SP shall be and remain responsible during the term of the agreement for the maintenance and repair of the SP Equipment, at its sole cost and expense. Responsibility for maintenance and repairs to the Site and access to the power supply shall at all times remain with the Customer.

7.4 To facilitate delivery and installation in accordance with clause 7.3, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously.

7.5 All materials, equipment and tools, drawings, specifications and data supplied by SP to the Customer (including SP Materials and SP's Equipment) shall, at all times:

7.5.1 be and remain as between SP and the Customer the exclusive property of SP;

7.5.2 be held by the Customer in safe custody at its own risk until returned to SP; and

7.5.3 not be disposed of or used other than in accordance with SP's written instructions or authorisation.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Save as set out in this clause 8, this agreement does not transfer any interest in Intellectual Property Rights.

8.2 All Intellectual Property Rights and all other rights in the Deliverables and the SP Materials shall be owned by SP. Subject to clause 8.3, SP licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If this agreement expires or is terminated in accordance with clause 14.1, this licence will automatically terminate.

8.3 The Customer acknowledges that, where SP does not own any of the Deliverables or the SP Materials, the Customer's use of rights in the Deliverables or the SP Materials is conditional on SP obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle SP to license such rights to the Customer.

9. EMPLOYEES – N/A

10. CHANGES TO THIS AGREEMENT

10.1 If either party requests a change to the scope or terms of this agreement, the parties shall negotiate in good faith any necessary variation to this agreement arising from the change or any other impact of the change on this agreement.

10.2 If the parties wish to proceed with the change, neither party has any obligation to do so unless and until the parties have agreed the necessary variations to this agreement to take account of the change, including (if required) the entering into of a new agreement.

10.3 SP may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements or BPA recommendations, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

11. CONFIDENTIALITY

11.1 Each party (the "**Disclosing Party**") undertakes that it shall not at any time disclose to any person the other party's Confidential Information, except as permitted by clause 11.2.

11.2 The disclosing party may disclose the other party's Confidential Information:

11.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 The provisions of this clause shall not apply to any Confidential Information that:

11.3.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this clause);

11.3.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

11.3.3 the parties agree in writing is not confidential or may be disclosed.

11.4 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this agreement.

12. DATA PROTECTION

12.1 Both parties shall, during the Term of this agreement, comply with all applicable Data Protection Legislation. SP shall be the Data Controller (as defined in the Data Protection Legislation) in relation to Personal Data (again, as defined in the Data Protection Legislation) that it collects or processes as part of the provision of the Services. SP will not transfer any Personal Data to the Customer.

12.2 To the extent that the Customer transfers Personal Data to SP (whether as part of any "whitelist" or in relation to any dispute in relation to a Parking Charge or otherwise in relation to the Services), the Customer warrants and will ensure that it has all necessary permissions or authority to transfer such data to SP for the purposes of SP providing the Services. SP will use such Personal Data solely for the purposes of providing the Services (but as Data Controller).

12.3 Each party will be responsible for their own compliance with the Data Protection Legislation including, but not limited to responding to requests from data subject to exercise their rights under Data Protection Legislation.

13. LIMITATION OF LIABILITY

13.1 Nothing in this agreement shall limit or exclude SP's liability for:

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1, SP shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

13.2.1 loss of profits;

13.2.2 loss of sales or business;

13.2.3 loss of agreements or contracts;

13.2.4 loss of anticipated savings;

13.2.5 loss of or damage to goodwill;

13.2.6 loss of use or corruption of software, data or information; and

13.2.7 any indirect or consequential loss.

13.3 Subject to clause 13.1, SP's total liability for any claims arising in any calendar year in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the [1.5] times the total net revenue generated, and received by SP, from Parking Charges issued at the Sites during that calendar year (and where liability arises after the date of termination or expiry of this agreement, [1.5] times the total net revenue generated, and received by SP, from Parking Charges issued at the Sites paid during the last calendar year of this agreement).

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13.5 At car parks where a Third Party Aggregator (Just Park, Your Parking Space) is or may be utilised, it should be noted that these third parties do not have an agreed interface into Smart Parking's back office and we, as a company, have no agreed contract with them. As such, where Parking Charges are issued in good faith, due to the inability of the Third Party to supply exclusion data or communicate correctly with Smart Parking, the Third Party or the Customer will be responsible for the payment of the specific Parking Charge(s).

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any other term of this agreement (or any other agreement between the parties) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

14.1.2 the other party repeatedly breaches any of the terms of this agreement (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

14.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts; or goes into administration or liquidation either compulsorily or voluntarily (save for the purposes of solvent reconstruction or amalgamation); or the other party (being an individual) is the subject of a bankruptcy petition or order; of if a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or if either party makes an assignment for the benefit of or composition

with its creditors generally; or if its ceases to trade; or threatens to do any of the aforementioned things; or if any analogous events occur with respect to either party in any jurisdiction to which it is subject.

14.1.4 SP may also terminate this Agreement in the event of continued vandalism to its equipment at the Car Park Site, or if in SP's opinion it is no longer commercially viable to maintain the system at the Car Park Site, in either case termination would be via the provision to **BRITISH MUSLIM HERITAGE CENTRE** of 30 days' written notice.

14.2 Without affecting any other right or remedy available to it, SP may terminate this agreement with immediate effect by giving written notice to the Customer if:

14.2.1 there is a change of Control of the Customer; or

14.2.2 SP has a right to terminate any other agreement between the parties relating to any site at which SP provides services to the Customer or any agreement for any other services provided by SP to the Customer.

15. CONSEQUENCES OF TERMINATION

15.1 On termination or expiry of this agreement:

15.1.1 SP may, within a reasonable time following such expiry or termination, enter the Customer's premises and take possession of all of SP's Equipment, Pre-existing Materials and Deliverables (and Customer will not prevent or hinder SP doing so). If SP fails to do so, then the Customer may return them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

15.1.2 any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

15.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. FORCE MAJEURE

16.1 SP shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of SP or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

16.2 If SP is affected by an event of the type noted in clause 16.1, SP shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than 3 months, the Customer may terminate this agreement by giving 14 days' written notice to SP. SP will use reasonable endeavours to notify the Customer of the occurrence of such event and its likely duration.

17. COMPLIANCE WITH LAWS AND POLICIES

In performing their respective obligations under this agreement each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

18. MODERN SLAVERY

SP shall comply and will not do anything that would place the Customer in breach of the Modern Slavery Act 2015. SP agrees to provide the Customer with such information as it may from time to time reasonably require to comply with its reporting requirements in relation to such legislation.

19. ASSIGNMENT AND OTHER DEALINGS

19.1 This agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

20. VARIATION

Subject to clause 10, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. WAIVER

21.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

21.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. SEVERANCE

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ENTIRE AGREEMENT

24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

25. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

26. NO LANDLORD OR TENANT

No relationship of landlord and tenant as defined in the Landlord and Tenant Act 1954 is intended or deemed to be created in relation to the operation of this agreement at any Site nor shall the provisions of this agreement be deemed to create any lease of, or similar interest in, the land in which the SP Equipment is situated and/or the Services are provided in favour of SP.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

29. NOTICES

29.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

29.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

29.1.2 sent by fax to its main fax number.

29.2 Any notice or communication shall be deemed to have been received:

29.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

29.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.

29.2.3 if sent by fax, at 9.00am on the next Business Day after transmission.

29.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. COUNTERPARTS

30.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

31. DISPUTE RESOLUTION PROCEDURE

31.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this agreement, either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute.

31.2 If the Dispute is not resolved within 30 days after service of the Dispute Notice or either party fails to participate or to continue to participate in in good faith discussions with the 30 day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 32 in this agreement.

32. GOVERNING LAW AND JURISDICTION

32.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Services Details

Services:	ANPR linked with a whitelist for authorised users and a 4-hour maximum stay with a tablet for visitors – enforced 24 hours a day, 7 days a week. Blue badge concessions do not apply.
Sites:	The British Muslim Heritage Centre, College Rd, Whalley Range, Manchester, England, M16 8BP
Site Diagram:	
Services Commencement Date:	23rd April 2025 [redacted]
Go Live Date:	April 2025 [redacted]
Initial Term:	60 months
Customer Equipment:	24hr – 240v power supply on each site
SP Equipment:	ANPR camera, tablet and BPA compliant signage.
Maintenance and Repair Cap:	N/A
Customer Responsibilities	To ensure that all vehicle registrations are input to the best of their knowledge into the tablet device (if required) and encourage all users to follow this process. Client to provide a comprehensive whitelist before the formal go live date and updates should be provided as and when necessary

Signed by Jo Hiney
for and on behalf of **SMART PARKING LIMITED**

[redacted]

Signed by
for and on behalf of **BRITISH MUSLIM HERITAGE CENTRE**