

Booking Agreement

The following terms and Conditions outline the Booking Agreement upon which the Owner agrees to permit the Client to use the Parking Space or Charge Point. This Agreement and any additional terms included in a Parking Owner's listing are a contract between the Client and the Parking Owner. All terms contained herein shall at all times read in conjunction with the General Terms and Conditions, Parking Owner and Client Policies and Privacy Policy.

The Parties to this Agreement agree to comply in full with the following terms and conditions with regards to the Booking.

The Booking Process

This Agreement becomes binding on the Client and the Parking Owner when the Client makes a booking and payment is received by Parking Eagle. Each party acknowledges that the Agreement contains the whole agreement between the parties.

By making the Booking, the Parties agree to the Booking Period the Booking is specifically referring about. The parking space or charging point booked by the Client shall be denoted via a label visible on the driveway for the Client's ease of finding the parking space or charge point.

The Parties may not incorporate any additional terms into the Booking Agreement other than the restrictions clearly included by the Parking Owner in the Listing. Parking Owner agrees not to propose to the Client any additional terms or an amendment to the Booking Agreement after a booking has been made. The Client is not obliged to accept any further terms once Parking Eagle receives a booking.

Booking Options

The Parties agree that that the Client may make either of the following Bookings:

- Short-Stay Booking: The Client can make a booking for a parking space or charge point for a certain time on a particular day.
- Medium-Term Booking: The Client can make a booking for a parking space or a charge point for which shall last for a period of up to 7 days.
- Long-Term Booking: The Client can make a booking for a parking space or a charge point for which shall last for a period for more than 8 days.

Client Rights and Obligations

The Client has the following responsibilities:

- permit another person to use the Parking Space or charge point under this Agreement.

- ensure that any person (an "Authorised Person") the Client allows to use a Parking Space or charge-point complies with the terms of this Agreement. The Client is responsible for the conduct of any such Authorised Person.
- use the Parking Space or charge-point at the times specified in the booking confirmation. If the Client uses the Parking Space or charge-point at any earlier or later time, the Client will be liable to the Parking Owner under the Booking Agreement and penalties shall apply at the rates contained herein.
- use the vehicle the details of which have been notified as part of the Booking. If the Client wishes to change the registered vehicle to be used for the parking space or charge-point, the Client must contact Parking Eagle in advance of the booking so that Parking Eagle can confirm and notify the Parking Owner.
- Have primary responsibility for the Client's safety and the safety of their vehicle during the Booking Period and agrees that the Parking Owner or Parking Eagle are not responsible for ensuring the Client's or an Authorised Person's safety, or the safety of the Client's vehicle. A Client parks at his own risk.

If the Client books a charge-point from the Parking Owner, the Client must use the Charge-point in accordance with the instructions provided by the Parking Owner. The Client must not attempt, nor allow anyone else to attempt, to charge a vehicle by any means other than a Charge-point. The Client will further ensure, so far as possible before making a booking with a certain Parking Owner, that the charge-point is compatible with the Client's vehicle. If the Client discovers after booking that the charge-point is incompatible, the Client will not be entitled to a refund of the Booking Price unless the listing of the charge-point provided by the Parking Owner is false or inaccurate. Where the Client uses its own charging cable, the Client must ensure that it is safe, undamaged, and in working order. Neither Parking Eagle or the Parking Owner will bear any liability whatsoever if the Client fails to charge the vehicle due to a faulty cable or for any postage or replacement costs should it leaving the cable at the charge-point.

During the Booking Period, if the Client has any concerns or queries about the Parking Space or charge-point, the Client must contact Parking Eagle immediately and Parking Eagle will direct the concern or query to the Parking Owner if appropriate.

At the start of the Booking Period, the Client must inspect the Parking Space or charge-point and ensure the Parking Space meets the description on Parking Eagle. If the Client believes that the Parking Space does not reasonably match the description, the Client must contact Parking Eagle immediately, in which case Parking Eagle will provide the Client with a suitable alternative or full refund in order to resolve the concern or query.

The Client must vacate the Parking Space or charge-point and cease using the Parking Space or charge-point by the end of the Booking Period. The exact departure time from the Parking Space or Parking Space will be as stated in the Booking Confirmation.

The Client Acknowledges that the Parking Space or Charge-point is someone else's property and agrees not to access any other part of the property to which the Parking Space or charge-point is attached, other than as reasonably required to directly

access the Parking Space or charge-point or as explicitly stated in the Booking Confirmation.

Parking Owner rights and obligations

The Parking Owner shall:

- Provide the Parking Space or charge-point in accordance with the details and information set out in your Parking Eagle listing;
- Comply with all applicable laws and rules and regulations that may apply to the Parking Space or charge-point, including but not limited to any relevant body corporate rules, zoning laws and laws governing rental of or licenses to use residential and other properties;
- Use best endeavours to settle any disputes that may arise during the Booking Period as soon as practicable so that the Client may still fulfil his booking.

The Parking Owner will be advised of any enquiries about the Parking Space or charge-point by any method possible including but not limited to email, text message or phone call.

The Parking Owner agrees to inform Parking Eagle if the Parking Owner cannot accept a booking by sending Parking Eagle an email or phone call.

Warranties

Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

The Client represents and warrants that the Client will:

- Keep the Parking Space or charge-point clean, tidy and clear of rubbish and leave the Parking Space or charge-point in the same condition as it found;
- Park the vehicle in the Parking Space or charge-point without obstructing any adjoining or nearby parking spaces or property;
- Notify the Parking Owner or Parking Eagle of any damage to the Parking Space or charge-point during the Booking Period as soon as it occurs;
- Not do or permit to be done on the Parking Space or charge-point anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Seller or owner or occupier of neighbouring property;
- Not conduct any illegal activity from the Parking Space or charge-point;
- Not use the Parking Space for any purpose other than for parking or the charge-point other than for parking and charging the vehicle; and
- Indemnify and hold harmless the Parking Owner against all loss, liability, damages, costs and expenses arising from the Client's negligence in connection with the Parking Space or charge-point, except to the extent that

such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Parking Owner.

The Parking Owner represents and warrants that the Parking Owner:

- Owns or is authorised to use the Parking Space or charge-point and is authorised to allow third parties to use the Parking Space and charge-point and, where necessary, has permission from the relevant landlord, tenant or body corporate (or other persons who control any apartment or complex of which the Parking Space is a part) and all necessary regulatory and planning approvals to do so;
- indemnify and hold harmless Parking Eagle and the Client for any loss suffered as a result of a breach of the representation and warranty above;
- Indemnify and hold harmless the Client against all loss, liability, damages, costs and expenses arising from the Parking Owner's negligence in connection with the Parking Space or charge-point, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Client.

Switching Parking Space or Charge Point

If the Parking Owner needs to cancel the Client's booking due to exceptional circumstances caused because of factors beyond the Parking Owner's reasonable control, the Parking Owner agrees to inform Parking Eagle of such incident. The parties agree that Parking Eagle will be instructed to contact the Client with proposals for suitable alternative parking space to be provided by another registered Parking Owner registered in Parking Eagle. Parking Eagle makes no guarantees or warranties that alternative parking can be found and accepts no liability arising from the failure of the Owner or the Client to honour the booking or for the costs of alternative parking or other costs arising directly or indirectly as a result of the breach of any terms of this Agreement.

The Parking Owner agrees that if they need to cancel a Client's booking and the circumstances are not exceptional or not beyond the Parking Owner's reasonable control, the Client will be entitled to a full refund (if a suitable alternative cannot be arranged by Parking Eagle) and the Parking Owner also agrees to discharge any additional cost which is payable by the Client for suitable alternative parking arrangements equal to the Booking Fee.

The Client and the Owner agree that whether or not a Parking Owner cancellation is due to exceptional circumstances beyond the Parking Owner's reasonable control and whether the Parking Owner is responsible for the Client's additional costs will be determined at the sole discretion of Parking Eagle who will decide on the amount of the compensation (if any) and each party agrees that the decision of Parking Eagle will be binding.

Extensions

The parties may agree to an extension of the Booking by following the following procedure:

- The Client shall be notified of the upcoming expiry of time
- If the parking space or charge-point is eligible for an extension, the Client can extend its stay on the parking space or charge point and shall provide the additional booking fee prior to any extension be deemed complete.
- The extension shall last only for the allowable time which the parking owner makes the parking space or charge-point available for such an extension.
- If the Client overstays in the parking space or charge point without paying for the extension, the procedure of the application of penalty rates shall be initiated as defined below.

Cancellations

The Client can cancel their booking by contacting Parking Eagle via email and requesting a cancellation. Parking Eagle is not responsible for any transmission failures. Parking Eagle may accept cancellation via phone at our discretion.

For Short-Term Booking, cancellation is subject to the following fees:

- If the Client cancels a Short-term Booking after 5 minutes after making the booking and the booking period has not commenced, the cancellation shall be free of charge.
- If the Client cancels a Short-term booking, which is in place for longer than five minutes and the booking period has not commenced, a late booking cancellation fee of 50% of the booking amount shall be imposed on the Client.
- If the Client cancels a Short-term booking after the booking period begins, the full booking fee shall be imposed on the Client.

For Medium-Term Booking, cancellation is subject to the following fees:

- If the Client cancels a Medium-term Booking before the booking period commences, a cancellation fee equal to the fee of booking the parking space or charge-point for 1 day shall be imposed on the Client.
- If the Client cancels a Medium-term Booking after the booking period commences, a cancellation fee equal to the fee of booking the parking space or charge-point for 2 day shall be imposed on the Client.

For Long-Term Booking, cancellation is subject to the following fees:

- If the Client cancels a Long-term Booking before the booking period commences, a cancellation fee equal to the fee of booking the parking space or charge-point for 2 days shall be imposed on the Client.
- If the Client cancels a Long-term Booking after the booking period commences, a cancellation fee equal to the fee of booking the parking space or charge-point for 3 days shall be imposed on the Client.

If the Client fails to cancel the booking using the Parking Eagle cancellation procedure the Client will be liable for the full amount of the fees payable to the Parking Owner and will not receive any refund whatsoever.

The Client agrees that if a Parking Owner wishes to cancel a Booking, they may do so through Parking Eagle.

For the avoidance of doubt, it is Parking Eagle's responsibility to make any refund to which the Client may be entitled. The Parking Owner has no authority or means to issue any refunds.

Penalties and Additional Costs

If the Client overstays in the parking space or charge point without making any extension, the parking owner can send a photograph of the license plate using the Service to initiate the procedure of the application of penalty rates. The photograph shall be time-stamped and matched against the booking time on the said parking space or charge-point. The penalty rate shall cease to apply when the driver vacates the space.

If the Client reserves the parking space or charge point after the Booking Period expires without making an extension of the Booking and the Booking Period the following penalty fees may apply:

- For reserving the parking space or charge point up to 30 minutes after expiration of the Booking, a penalty equal to 1.2 times the booking rate shall be applied to the Client;
- For reserving the parking space or charge point up to 1 hour after expiration of the Booking, a penalty equal to 1.5 times the booking rate shall be applied to the Client;
- For reserving the parking space or charge point up to 2 hours after expiration of the Booking, a penalty equal to 2 times the booking rate shall be applied to the Client;
- For reserving the parking space or charge point up to 3 hours after expiration of the Booking, a penalty equal to 3 times the booking rate shall be applied to the Client.

If the Client reserves the parking space or charge point after the Booking Period expires for more than 3 hours, or if the Parking Owner made another booking for the Parking Space or charge point and the Client's vehicle restrict the subsequent use of the parking space or charge point from another client of the Parking Owner who made a booking, the Parking Owner may effect the Client's vehicle to be removed from the parking space or charge point using vehicle tow removal services. All costs deriving from getting such Services shall be payable by the Client in addition to penalty imposed.

All penalties and Costs shall be received by Parking Eagle, either by Parking Eagle making a direct debit to the Client's account or charge the Client's credit card or invoiced to the Client directly.

Complaints and Disputes

The Client and Parking Owner agree that in the event of a dispute in relation to this Agreement, they will attempt to resolve it in the first instance by directly communicating with the other party with the contact details given by Parking Eagle.

In the event that a dispute cannot be resolved with the Client or Parking Owner directly, either the Client or Parking Owner may refer the dispute to Parking Eagle. Parking Eagle is not obliged to take any steps in relation to the dispute but may, at its discretion, investigate the matter and take any action as deemed appropriate in accordance with its policies and procedures.