



CAR PARKING AGREEMENT

1. Definitions

In this agreement the following words have the following meanings:

“**Car Park Regulations**” means the regulations applicable to each Cheval Car Park (as amended from time to time), a current copy of which is set out at Appendix 1.

“**Car Parking Registration Card**” means the registration card provided by Cheval to the Licensee for the purposes of this agreement.

“**Cheval**” means Cheval Collection Limited (company number 11618588), having its registered office at 114a Cromwell Road, London SW7 4ES, United Kingdom.

“**Cheval Car Park**” means each car park operated by Cheval from time to time, a current list of which is set out at Appendix 2.

“**Designated Parking Space**” means the car parking space(s) within the relevant Cheval Car Park confirmed by Cheval in the Car Parking Registration Card, as the same may be substituted from time to time at the discretion of Cheval.

“**End Date**” means the end date for parking specified by Cheval in the Car Parking Registration Card.

“**Licensee**” means each person(s), firm or company who has been provided with a Car Parking Registration Card for the purposes of this Agreement.

“**Licence Fee**” means the licence fee payable by the Licensee in consideration for the rights granted by this Agreement, as such sum is confirmed by Cheval in the Car Parking Registration Card.

“**Owner**” means the legal owner(s) of each Cheval Car Park from time to time, a current list of whom is set out at Appendix 2.

“**Start Date**” means the commencement date for parking confirmed by Cheval in the Car Parking Registration Card.

2. Grant

2.1 The Licensee acknowledges that Cheval acts on behalf of the Owner as agent in relation to this Agreement and the rights and obligations of the Owner may be exercised and enforced by Cheval on the Owner’s behalf.

2.2 The Owner agrees that the Licensee may use the Designated Parking Space for parking private motor vehicles only, for the period commencing on the Start Date and expiring on the End Date, subject to payment of the Licence Fee (which shall be payable monthly in advance from the Start Date) and the other terms of this Agreement.

3. Obligations of the Licensee

The Licensee agrees with the Owner:

3.1 to pay the Licence Fee by the due date.



- 3.2 not to use the Designated Parking Space or any part of it except for the parking of a private motor vehicle nor to allow anyone else to do so.
- 3.3 to comply with the Car Park Regulations.
- 3.4 that this Licence is personal to the Licensee and cannot be transferred.
- 3.5 to vacate the Designated Parking Space when this licence expires or is cancelled.
- 3.6 to confirm to Cheval the registration number of the vehicle from time to time using the Designated Parking Space.
- 3.7 to use the security entrance system at the Cheval Car Park in a proper manner at all times and not to cause any deliberate damage thereto and to cooperate with the Owner if any jockey or valet parking system is in use at any time.

4. **Obligations of the Owner**

Subject to the Licensee complying with the terms of this Agreement, the Owner shall

- 4.1 permit the Licensee to use the Designated Parking Space in accordance with this Agreement.
- 4.2 take reasonable steps to prevent anyone else using the Designated Parking Space.
- 4.3 keep the Designated Parking Space suitably surfaced and marked for vehicle parking.

5. **Miscellaneous**

- 5.1 If the Licensee fails to comply with any of the terms of this Agreement, the Owner may cancel it at any time by barring the Licensee entry to the Cheval Car Park.
- 5.2 The ending or cancellation of this Agreement does not cancel any outstanding obligation of the Licensee to the Owner, but the Owner will have no liability to compensate the Licensee for any resulting loss.
- 5.3 The Owner is not responsible for any loss from or damage to any vehicle on the Property.
- 5.4 Any sum payable under this Agreement is inclusive of Value Added Tax.
- 5.5 In the event any vehicle or chattel of any kind is left in the Cheval Car Park after the end of this Agreement (howsoever occurring), the same may be removed and stored by the Owner at the Licensee's expense and unless claimed within twenty-eight days the Owner shall have the right to dispose of the same without further notice.
- 5.6 This Agreement shall be governed by and construed in accordance with English law and any dispute arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.



APPENDIX 1 Car Park Regulations

(For the purpose of these regulations the expression "Licensee" shall include any servant or agent of, or other person authorised by, the Licensee.)

1. The Licensee shall not park any vehicle in the Cheval Car Park except within the Designated Parking Space.
2. The Licensee shall not permit animals or children to be left unattended in any vehicles parked in the Cheval Car Park.
3. The Licensee shall not run the engine of any private vehicle whilst the same is in the Cheval Car Park except so far as may be necessary for entering or leaving the Cheval Car Park nor do or permit to be done on or in the Cheval Car Park any act or thing which may cause a nuisance or discomfort or annoyance to the Owner or any other user or Licensee of a car space in the Cheval Car Park.
4. The Licensee shall not take into or keep on or in the Cheval Car Park any harmful, dangerous or inflammable object or thing or any motor fuel or lubricating oil (apart from such as is within the tank of the vehicle to be parked or is being used within the engine and other parts for the smooth running of the same).
5. The Licensee shall not cause damage to the Designated Parking Space and/or the Cheval Car Park and shall take all reasonable and proper precautions against fire occurring on or in the Cheval Car Park and shall indemnify the Owner against all damage to the Cheval Car Park or the property of any person for the time being therein arising out of or occasioned in the course of the Licensee's use of the Cheval Car Park and/or the Designated Parking Space.
6. Should the Licensee cause damage to another vehicle parked in the Cheval Car Park, the Licensee shall report the matter immediately to Cheval together with confirmation of the registration numbers of the Licensee's vehicle and the damaged vehicle.
7. The Licensee shall use its best endeavours to prevent the leakage of oil or grease from the said vehicle on to the floor of the Cheval Car Park and shall not repair or service or allow to be repaired or serviced the said vehicle in the Cheval Car Park.
8. The Licensee shall not do or suffer to be done in the Cheval Car Park or in the access thereto anything whereby any policy of insurance relating thereto may become void or voidable or whereby the rate of premium for such insurances would be increased.
9. The Licensee shall not park or permit to be parked in the Designated Parking Space any vehicle other than a vehicle owned hired or rented by the Licensee.
10. The Licensee shall not hold the Owner liable for the entry of unauthorised persons into the Cheval Car Park or any loss damage of injury occasioned by such or any other person arising from any cause other than the negligence of the Owner or that of any servant or agent of the Owner to the intent (but without prejudice to the generality of the foregoing) that the Licensee or any permitted person shall park the said vehicle and shall obtain access to and egress from the Property entirely at its or their own risk and that the Owner shall be in no way liable for loss damage or injury as aforesaid to any persons or vehicles or other chattels.



11. The Licensee shall observe the speed limit of five miles per hour within the Cheval Car Park and shall not obstruct or cause an obstruction in the Cheval Car Park or the access thereto.
12. To return all keys plastic cards entry permits or otherwise to the Owner on the actual day of expiry or cancellation of this Agreement.
13. To comply with such other reasonable regulations with regards to the use of the Cheval Car Park as the Owner in its sole discretion may make from time to time.



APPENDIX 2
Cheval Car Parks and Owners

	Cheval Car Parks	Owner
	The private car parking areas located at:	
1.	Cheval Knightsbridge, 140 Brompton Road, Knightsbridge, London SW3 1HY	Adhara Property Holdings Limited
2.	Cheval Knightsbridge, 150 Brompton Road, Knightsbridge, SW3 1HX	Monoceros Property Holdings Limited and Monoceros Partners Limited
3.	Cheval Knightsbridge, 20 Montpelier Mews, Knightsbridge, London SW7 1HB	Adhara Property Holdings Limited
4.	Cheval Gloucester Park, Ashburn Place, London SW7 4LL	Adhara Property Holdings Limited and Adhara Partners Limited
5.	Cheval Thorney Court, Palace Gate, Kensington, London W8 5NJ	Adhara Property Holdings Limited and Adhara Partners Limited
6.	Cheval Three Quays, 40 Lower Thames Street, London EC3R 6AG	Adhara Property Holdings Limited and Adhara Partners Limited