

Parking Agreement - Church Street

Deed of Agreement between Pear Tree Nurseries Ltd and:

Between:

Pear Tree Nurseries Ltd and:

1. Parent/Guardian Name

2. Authorised Person

3. Authorised Person Name

4. Authorised Person Name

5. Authorised Person Name

Recitals

6. (Name of the child / children attending Pear Tree Nursery, Church Street, Haddington and whose parents or guardian and authorised person(s) are parties to this agreement) will attend or is attending the Pear Tree Nursery, Church Street, Haddington.
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The Pear Tree Nurseries Ltd is the owner and operator of a children's Nursery located at 19 Church Street, Haddington. East Lothian Council has granted planning permission for the operation of a children's Nursery at the aforesaid location subject to the following conditions:

No children will be taken into or taken from the nursery between the hours of 8.15am to 5.30pm other than in the following circumstances:

(a) where a child who is being brought from or taken back to their place of residence other than in a motorised vehicle and (ii) where a child who is being brought from or taken to a point out with the the hatched parking exclusion zone delineated on the parking exclusion zone drawing docketed to this planning permission by means other than in a motorised vehicle and (iii) where a child who is brought from or taken back to a point within the hatched parking exclusion zone drawing docketed to this planning permission where the child has been dropped off or picked up in that hatched parking exclusion zone from a public transport vehicle.

b) by prior agreement with the nursery in which circumstances children will be collected from or taken back by nursery staff, including the use of a motorised vehicle owned and operated by the nursery, to a point or points out with the hatched parking zone delineated on the parking exclusion zone drawing docketed to this planning permission.

c) where accident, illness or other emergency requires the urgent collection of a child from nursery.

The parties to this agreement agree to abide by the aforesaid planning condition on the terms and subject to the conditions of this agreement.

Operative Provisions

1. Interpretation

1.1 Definitions

In this agreement the following definitions apply unless the context requires otherwise:

“Park” means the legal stopping of a motor vehicle on the public highway or within a designated car park for the purposes of alighting the motor vehicle and leaving it unattended for a period of time.

“Parking Exclusion Zone” means the streets and car parks highlighted in Annexure A to this agreement and referred to in the planning condition which cannot be parked on by Pear Tree Nursery users between the hours of 8.30am to 5.30pm.

“Authorised Person” means a person authorised in writing by the parents or guardian of a child attending Pear Tree Nursery, Church Street, Haddington to drop off and or pick up the said child from Pear Tree Nursery, Church Street.

“Motor Vehicles” includes but is not limited to Cars, Vans, trucks, minivans, motor cycles and any other vehicle which requires motorised power.

“Non motorised mode of transport” includes but is not limited to walking, buggies, cycling and any other transport mode which does not require motorised power.

“Public Transport” includes but is not limited to fair paying buses and trains but excludes taxis or private hire cars.

1.2 Interpretations

In this agreement unless the context otherwise requires:

- a. references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
- b. headings in this agreement are for convenience only and do not affect its interpretation or construction;
- c. the singular includes the plural and vice versa;
- d. each gender includes all genders;
- e. the word person means a natural person and any association, body or entity whether incorporated or not;
- f. a reference to any statute, proclamation, rule, code, regulation, restriction or ordinance includes and amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation, restriction or ordinance replacing it.

2. Parking in Church Street Haddington

2.1 Parents, Guardians or Authorised Persons are allowed to park in Church Street for the purposes of dropping off and picking up children between the hours of 7.25am - 8.05am and 5.30pm and 6.00pm Monday to Friday.

2.2 All Parent's, Guardian's or Authorised Person's motor vehicles dropping off children at Pear Tree Nursery Church Street leave Church Street by 8.15am

2.3 Parents, Guardians or Authorised Persons must not illegally park in Church Street. Illegal parking includes but is not limited to parallel parking across the rear of already parked vehicles, parking across driveways and any other breaches of the highway code and existing council regulations or restrictions.

2.4 Parents, Guardians or Authorised Persons must not exceed the speed limit in Church Street of 10 miles per hour.

3. Parking outside the Parking Exclusion Zone

3.1 Between the hours of 08.05 and 17.30 Monday – Friday Parents, Guardians or Authorised persons are NOT allowed to park inside the Parking Exclusion Zone (See Annexure A), subject to clause 2.1, for the purposes of dropping off or picking up children from the Pear Tree Nursery, Church Street. Parents, Guardians or Authorised persons can utilise ANY available parking outside the Parking Exclusion Zone including but not limited to the High Street, Market Street, Tesco's car park, Gifford Road, Lennox Road etc.

3.2 Parents, Guardians or Authorised persons who park outside the Parking Exclusion Zone between the hours of 8.05am to 5.30pm can use any non-motorised mode of transport to drop off and pick up children from the Pear Tree Nursery, Church Street. This includes but is not limited to walking, cycling etc.

5. Breach of Contract

5.1 Any breach of clauses contained herein by Parents, Guardians or Authorised persons will allow for the Pear Tree Nurseries Ltd to terminate its child care services offered to the aforesaid persons.

5.2 Any breach of the planning condition contained herein by Parents, Guardians or Authorised persons will allow for the Pear Tree Nurseries Ltd to terminate its child care services offered to the aforesaid persons.

5.3 Accepting the validity of the clauses contained herein nothing in the said clauses shall over-ride the legal interpretation of the planning condition which is the subject of this contract and contained in Recital A.

6. General

6.1 Governing law and jurisdiction

- a. This agreement is governed by the laws of Scotland.
- b. The parties submit to the exclusive jurisdiction of the courts of Scotland.

6.2 Counterparts

The parties may execute this agreement in two or more counterparts and all counterparts together constitute one instrument.

6.3 Entire agreement

The agreement constitutes the entire agreement of the parties in relation to the matters dealt with herein and supersedes all prior discussions, undertakings and agreements.

Executed as an Agreement

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Annex. A



4. Use of Public Transport

4.1 Parents, Guardians or Authorised persons can travel using any form of public transport from within the Parking Exclusion Zone for the purposes of dropping off and picking up children from Pear Tree Nursery, Church Street at any time of the day.