



Parking Terms and Conditions

1. Definitions

- a. "us" "we" and "our" means the Scottish Ministers acting through Forestry and Land Scotland (FLS) and includes any representative appointed as its agent.
- b. "you" means the driver, the passengers and the legal owner of the vehicle.
- c. A 'vehicle' is defined as any motorised and wheeled device used for transporting visitors.
- d. A "car" is defined as having 7 seats or less.

2. Contract

By parking in this car park you acknowledge that you enter into a contract with us on the basis of these Terms and Conditions.

3. Liability

FLS does not accept liability for any loss or damage to vehicles or their contents.

4. Tariffs

The parking fees payable at this car park are displayed on the tariff panels within the car park and on the tariff cards on the front of each payment meter.

5. Parking tickets

- 5.1 Parking tickets are issued per individual vehicle accessing the site and are not transferable. Camper vans, car plus caravan, car plus trailer and HGVs will all be subject to the same tariff as a car. Coaches and minibuses are subject to a separate charge.
- 5.2 In the car park you must do one of the following;
 - a. Purchase an appropriate parking ticket and ensure that the parking ticket is clearly displayed in the windscreen of the vehicle or where available purchase by phone/online for checking;
 - b. Clearly display a valid parking pass for the car park in the windscreen of the vehicle; OR
 - c. Clearly display your Blue Badge.

6. Parking Contraventions

- 6.1 It is important to the effective management of the car park that you park within an appropriate parking bay where provided, park without causing obstruction or inconvenience to others, comply with all signs in the car park, pay the applicable parking fee and display a valid parking ticket where applicable.
- 6.2 The following constitutes a Parking Contravention:
 - a. Parked without displaying a valid parking ticket, parking pass or Blue Badge
 - b. Parked without paying the phone/online parking fee where available
 - c. Parked after ticket expired
- 6.3 Where a Parking Contravention occurs, a Parking Charge Notice will be issued.

7. Parking Charge Notice

- 7.1 The Charge for a Parking Charge Notice is a maximum of £50. If payment of the Parking Charge Notice is made within 72 hours of issue the charge will be reduced to a maximum of the day tariff of the car park. If payment of the Parking Charge Notice is made between 72 hours and 14 days of issue, the Charge will be reduced to a maximum of £25.
- 7.2 If payment of the Charge is not made within 28 days, further charges in connection with recovery may apply.
- 7.3 All payments in respect of Parking Charge Notices should be made to Forestry and Land Scotland. Details of how to make a payment are noted on the Parking Charge Notice.
- 7.4 If payment of a Parking Charge Notice is not made, then Forestry and Land Scotland reserves the right to take further legal steps to recover payment from you.

8. Appeals

- 8.1 To appeal against your Parking Charge, please write to Visitor Services, Forestry and Land Scotland, Apex 1, 99 Haymarket Terrace, Edinburgh EH12 5HD. Appeals will only be considered in writing.
- 8.2 When lodging an appeal, you must include the following information:-
 - a. The Parking Charge Notice Number;
 - b. The location of the Parking Charge Notice;
 - c. Your vehicle registration number;
 - d. Your reason for appeal; and
 - e. Any evidence you may have in support of your reason for appeal.

9. Enforcement

- 9.1 By parking in this car park, you consent for the purpose of parking control and enforcement of these Terms and Conditions to the capturing of photographs of your vehicle and registration by the attendant and to the processing of this data, together with any other data provided by FLS approved agents in order to request registered keeper details from the DVLA.
- 9.2 Access to this car park is allowed at our absolute discretion. Where it appears to us that you have repeatedly and persistently acted in breach of these Terms and Conditions, including (but not limited to) repeated non-payment of a Parking Charge Notice, we reserve the right to take further legal action to prohibit you from accessing this car park, and to recover from you the cost of doing so.

10. General

FLS may vary or change these Terms and Conditions from time to time. Each of these Terms and Conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.