

Car park Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

1. Definitions

When the following words are used in these Terms and Conditions (the “**Terms**”), this is what they will mean:

- 1.1 “**us**”, “**we**” and “**our**” means National Car Parks Limited (company number 253240) or one of our associated group companies, including but not limited to: NCP Commercial Services Ltd (company number 6065600), National Car Parks (EUK) Limited (company number 6631612) or S&K Car Park Management Limited (company number 7401550) all with registered address at Saffron Court, 14b St. Cross Street, London EC1N 8XA;
- 1.2 “**ANPR**” means Automatic Number Plate Recognition;
- 1.3 “**Car Park**” means the parking facilities in the area and/or building managed by (or on behalf of) us and designated for parking vehicles;
- 1.4 “**vehicle**” means any vehicle used to convey passengers or items that enters the Car Park, including any mechanical device on wheels or tracks, its equipment and accessories; and
- 1.5 “**VRM**” means Vehicle Registration Mark.

2. Our liability to you

- 2.1 We must operate the Car Park with reasonable skill and care (“**our obligations**”). If we do not, we are **only** responsible for direct loss or damage you suffer as a foreseeable result of our breach of our obligations or our negligence or the negligence of our employees.
- 2.2 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- 2.3 We do not guarantee that there will be any vacant parking space at any particular time. Season tickets do not entitle the ticket holder to a particular space or priority over any other user. We will do our best/use our reasonable endeavours to keep enough spaces reserved for season ticket holders and pre-book customers but cannot guarantee this at all times. If you are unable to find a space, you should leave the Car Park as soon as possible to ensure you do not incur a Parking Charge.
- 2.3 Although we owe you the obligations set out at clauses 2.1 and 2.2 above, you should be aware that the Car Park is open to the general public. We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity. Accordingly, you

park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

2.4 We will not be liable to you for any special, indirect, or consequential loss, including but not limited to: any loss of profit, loss of enjoyment, loss of revenue, loss of data or loss of earnings.

3. Tariff

The parking tariff payable by you (as varied from time to time) is displayed on the tariff board at the Car Park and on our website. You are obliged to pay the parking tariff and to comply with any instructions on the tariff board as supplemented by these Terms, and failure to do so may result in us issuing you with a Parking Charge Notice (please refer to clause 5 (Parking Contraventions) of these Terms).

4. Claims and complaints

4.1 If your vehicle sustains damage while in the Car Park, your vehicle is stolen or any possessions are stolen from your vehicle while it is in the Car Park you should:

- a) immediately inform either a member of staff at the Car Park or otherwise notify our Customer Services Department through our webchat service on our website at www.ncp.co.uk (accessed via the chat button icon on the bottom right of the screen) or in the App or via our customer call centre number at 0345 050 7080 or via the 'contact us' form at <https://www.ncp.co.uk/help-centre/contact-us/> or via a web form at <https://www.ncp.co.uk/help-centre/> where there are also many FAQs available.
- b) in the case of theft, immediately inform the police; and
- c) notify your insurers promptly.

4.2 Any claims against us or complaints about the service you have received, should be addressed to the Customer Services Department at National Car Parks Limited. The address is available at www.ncp.co.uk. In the case of a claim, full details should be provided to us as soon as possible.

Before submitting a claim, please refer to clause 2 (Our liability to you) of these Terms, which set out the extent of our responsibility to you in relation to any loss.

5. Parking Enforcement

5.1 By entering this car park, you agree to the following terms:

- a) you must comply with all signs and markings in the Car Park, including these Terms and those contained on the tariff board;
- b) you must park fully within the limits of a marked bay and do not straddle bays or cause obstruction;

- c) if you are parking a motorcycle, you must only park the motorcycle within the area designated for motorcycle parking and not in any other bay;
- d) if you are a permit holder, you must display a valid permit at all times within the front windscreen ensuring that all details are visible;
- e) you do not park within a bay designated for a specific purpose when you are not entitled to do so, for example, and without limitation:
 - i) parking in a space designated for blue badge holders without displaying a valid blue badge;
 - ii) parking in a space for electric vehicles when you are not using the charging facility;
 - iii) parking in a reserved space;
 - iv) parking in a space reserved for car wash or cleaning services unless you are using those services;
 - v) parking in a space reserved for vehicle hire companies or for "click and collect" or store delivery or collection.
- f) you do not park in a reserved or restricted area (including any hatched areas) of the Car Park or any other area other than a marked parking bay; and,
- g) you pay all amounts due for your parking and comply with the requirements set out at clause 10 (Ticket Types and Payment Methods) of these Terms including but not limited to ensuring you do not exceed the amount of time purchased on a Pay and Display ticket or a Pre-Book purchase.

5.2 If you fail to comply with any one or more of these Terms we may issue you with a Parking Charge Notice requiring you to pay a Parking Charge, (the "**Parking Charge**") and any associated administrative and/or debt recovery costs incurred in seeking to recover and/or enforce the Parking Charge. The amount of debt recovery costs claimed (excluding any legal expenses) is limited to the maximum sum permitted under the BPA Code of Practice. Specific details about the Parking Charge payable are available in each Car Park.

5.3 Details/information relating to how to pay the Parking Charge, deadlines for payment, what will happen if you fail to make payment within the stipulated deadline, and the appeal process will be set out on the Parking Charge Notice.

5.4 By parking your vehicle in the Car Park you consent to us capturing, using and processing your VRM and personal details via CCTV and ANPR for enforcement purposes, to calculate the relevant parking tariff (if applicable) and to recover any outstanding Parking Charge. This includes our right to request and obtain the details of a vehicle's registered keeper from the DVLA.

5.5 If the Car Park and/or the equipment in the Car Park is damaged by you, your vehicle, its contents or the passengers in the vehicle then, except where the damage arises as a direct result of our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

6. Security of your vehicle

6.1 Unless asked by our employees or agents not to do so in the case of emergency, please ensure that your vehicle is left securely locked with the handbrake on, all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. We are not responsible for any consequence or loss arising from a failure by you to properly secure your vehicle.

6.2 We may install CCTV cameras in the Car Park at our discretion to assist in its proper running. Whilst the cameras may act as a deterrent to criminal activity, we do not make any representation as to the coverage provided or guarantee of the security of your vehicle if CCTV is installed in the Car Park.

7. Possessions

7.1 Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle. We are not liable for any theft by third parties from your vehicle. Please ensure that you do not leave any animals in your vehicle.

7.2 None of our employees or agents have any authority to accept any of your personal possessions for storage or security.

8. Traffic Orders and Byelaws

The use of this Car Park may be regulated by traffic orders or byelaws under which a penalty may be payable for failing to comply with these Terms or the requirements of the relevant order or byelaw. In such circumstances, separate notices specifying the relevant order or byelaw will be displayed in the Car Park and we reserve the right to take enforcement action against you (including through court proceedings) for breach of such order or byelaws.

9. Safety in the Car Park

9.1 For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle. After you have parked your vehicle, you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier.

9.2 You must drive carefully and responsibly in the Car Park and in accordance with any instructions given to you by our employees or agents.

9.3 You must ensure that any children or animals are accompanied and properly supervised at all times when they are using the Car Park. Please be aware of other vehicles in motion around the Car Park.

10. Ticket Types and Payment Methods

10.1 Any ticket issued by us (including season tickets) is only valid for the vehicle in respect of which it is issued. Other payment methods including Gateway, the App and AutoPay only authorise parking in respect of the vehicle(s) against which the account is registered. Tickets and other payment methods are not transferrable to any other person or vehicle.

10.2 Where you are using a payment method other than a ticket issued at the Car Park including but not limited to AutoPay, Gateway, the App, Pre-Book or a season ticket, you also agree to the terms of that particular payment method, full details of which are available on our website at www.ncp.co.uk.

10.3 You must, depending on the payment methods available and in operation at the specific Car Park (whether it is a multi-storey, surface or underground site), pay the parking tariff using one of the following methods (unless you have pre-booked in accordance with clause 10.4, or you are Season Ticket Holder in which case clause 10.5 will apply):

a) **“Pay & Display”** – you must purchase a parking ticket for the amount of time for which you would like to park from the ticket machines at the Car Park a credit/debit card, and:

- i) If the Car Park issues physical parking tickets, before leaving your vehicle, you must ensure that the parking ticket is clearly displayed in the windscreen of the vehicle; or,
- ii) If the Car Park captures your VRM via ANPR cameras, you will not be required to display a physical parking ticket, instead before leaving your vehicle, you must ensure you enter the correct VRM of your vehicle into the ticket machine to avoid a Parking Charge being issued.

b) **“Pay By Mobile”** – you must register an account and use the “Pay By Mobile” service provided by the relevant service provider in accordance with its terms and conditions (information is available at <http://www.ncp.co.uk>). You must purchase the amount of time for which you would like to park prior to leaving; or

c) **“Pay On Foot”** – you must take a ticket on entry to the Car Park. When you leave, you must insert the ticket into the pay on foot machine/exit column and make payment for the time spent as indicated using a debit/credit card or Gateway card. The ticket should then be presented on exiting the Car Park to evidence proof of payment. In the event that a ticket machine is out of coins/change, a credit voucher may be dispensed and either used against future parking fees or a refund obtained by contacting the Customer Services Department; or

d) **“Account Based Payments”** – you must register your contact and payment details either online or by telephone, as applicable (information is available on our website at www.ncp.co.uk). We may recognise your

vehicle's movements entering and exiting the Car Park by ANPR technology and monitoring your vehicle's VRM. This information is used to calculate the parking tariff charges that you owe for a particular parking session. Once you have used the Car Park, payment is automatically deducted from your account; or

- e) “**App**” – by registering an account with NCP you will either have been provided with a card or access to a mobile app each of which displays a code. You will need to scan the code on entry and exit from the Car Park and these entry and exit times will be used to calculate the parking tariff charges.
- f) “**AutoPay**” – by registering your App account for AutoPay, we will use ANPR technology to recognise your VRM on entry and exit which will be used to calculate the parking tariff charges which will be automatically debited from the payment method you have registered against the App account.
- g) “**ANPR Pay After Use**” – We recognise your vehicle's movements in and out of the Car Park by ANPR technology and monitoring your vehicle's VRM. If using this method, you must pay for your parking session within 24 hours of leaving the Car Park, or within such other time limit as specified on the tariff board displayed at the Car Park (information is available on our website www.ncp.co.uk).
- h) “**Gateway**” – by successfully registering for an NCP Gateway Business Account (only available to companies, organisations, or partnerships of more than 3 partners), you will be issued with a Gateway card. You will need to use this Gateway card to pay for your parking in conjunction with Pay on Exit or Pay on Foot methods above at (c) and (d).

10.4 You can **Pre-Book** your car parking session for a specific amount of time (the “**Booking Period**”) at a nominated Car Park either online at www.ncp.co.uk (or through our corporate partners and affiliates) or by telephone through our Customer Contact Centre on 0345 050 7080 or through our webchat service on our website at www.ncp.co.uk or in the App . Upon making the booking, you will receive a unique booking reference number and a booking confirmation (with a bar code). When using the nominated Car Park, you must follow the instructions on the booking confirmation issued to you and/or the instructions displayed and in force at the nominated Car Park or on our website. You should be aware that you will be required to pay any additional charge due as a result of your vehicle's actual time in the Car Park exceeding the Booking Period (and any credit surcharge) by credit/debit card, prior to exiting the Car Park.

10.5 If you are a **Season Ticket Holder** the following applies, depending on the type of Car Park and the operating equipment at the specific Car Park:

- a) if the Car Park has barriers (at entry and exit), you must present your season ticket or QR code to the Car Park equipment/attendant both at entry and exit; or

- b) if the Car Park does not have barriers (at entry and exit), you must clearly display your permit valid for the Car Park in the windscreen of your vehicle; or
- c) in some Car Parks, the ANPR technology will automatically recognise your VRM and register the fact that you are a Season Ticket Holder when you enter and leave the Car Park and in such circumstances (depending on the instructions at the specific Car Park) you may not need to present and/or display your season ticket.

10.6 We reserve the right to change payment methods from time to time in our Car Parks and you should check all signs and notices in the Car Park for further information about the payment methods available in a specific Car Park.

10.7 If a bar code or QR code issued to you in accordance with the Pre-Book method or the App is adapted or damaged in any way, it may become invalid.

10.8 If you delay exiting a ticketed Car Park once you have paid the fee due for the time parked, you may incur additional charges.

10.9 For the avoidance of doubt, sales or credit card receipts are not parking tickets and will not be accepted as evidence of payment, unless accompanied by a valid parking ticket. Failure to comply with the payment requirements set out in this clause 10, as applicable, will result in a Parking Charge Notice being issued in accordance with clause 5 (Parking Contraventions) of these Terms.

10.10 Subject to our procedures in place from time to time in relation to a failure to pay for parking, we reserve the right to refuse to lift the fixed barrier at the Car Park to allow the release of any vehicle for which payment has not been received in accordance with the appropriate payment method, including (but not limited to) where your credit/debit card has been declined, you have failed to pay by the required time limit, and/or you have failed to produce a valid and current parking ticket, or season ticket and/or your QR code or bar code is invalid, as applicable.

10.11 If you cannot produce your parking ticket, QR code, bar code or season ticket (as required and dependent upon the relevant payment method available at the Car Park) on leaving the Car Park you will be charged the full 24 hourly rate for each 24 hour period or part period during which we determine that your vehicle has been in the Car Park. We may also charge an administration fee in respect of our time and costs incurred in dealing with any such non-payment.

10.12 No refund will be made for any parking tariff payments paid in respect of a lost ticket, QR code, bar code or season ticket which are subsequently produced and in no circumstances can any refund be given for parking tariff payments without proof of payment.

11 Access and re-location of vehicles

11.1 We reserve the right to refuse the admission of any vehicle to the Car Park for any reason whatsoever.

11.2 We reserve the right to move vehicles within the Car Park using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to the extent that is reasonably necessary for the purposes of safety to persons or property, or to avoid obstruction at the Car Park.

11.3 We additionally reserve the right to use a lawful authority to remove any vehicle to another reasonably convenient car park, whether or not operated by us, where the Car Park has to be unexpectedly closed permanently or temporarily, either in whole or in part, due to a matter outside of our control, or if the Car Park has to be evacuated in an emergency.

11.4 To the extent that it is necessary to do so in the exercise of the rights conferred upon us in this clause 11, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of the vehicle.

12 Abandoned vehicles

12.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification and which is not known by us to be covered by a current valid season or other ticket or booking.

12.2 We reserve the rights to engage and/or permit a lawful authority to remove (or where we are unable to identify the current legal registered keeper of the vehicle, to take steps ourselves to remove) and to dispose of as waste or sell any abandoned vehicle. Before proceeding with the disposal or sale of abandoned vehicles we will:

- a) refer the matter to the appropriate authorities, which may include the local police and the DVLA; and
- b) affix a notice to the vehicle at least 7 days before the date on which we propose to remove the vehicle stating that the vehicle will be removed and sold when that period expires.

12.3 Abandoned vehicles will be disposed of as waste or sold by auction. Where sold by us, the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and our reasonable storage and removal costs for the period during which the vehicle is in our possession.

12.4 Any balance of the sale proceeds remaining after satisfaction of any sums owing will be held by us on behalf of the registered keeper of the vehicle and paid over on proof of entitlement.

13 Prohibited activities

13.1 You shall not:

13.1.1 Tow or have towed a vehicle in to a Car Park. In the event of vehicle breakdown, you must immediately contact an employee or agent of ours to ensure

that your vehicle removal is organised without causing damage or danger to any other person or property in the Car Park;

13.1.2 Spend an excessive amount of time (as determined by us in our absolute discretion) in your vehicle whilst it is parked in a Car Park and this includes, but is not limited to, sleeping in your vehicle or staying overnight in a vehicle or staying overnight in the Car Park or camping in the Car Park; and

13.1.3 Park anywhere except in a designated single marked bay.

13.2 You shall not carry out any of the following activities at any time in the Car Park:

13.2.1 Any service work, maintenance, cleaning (unless carried out by our employees, agents or representatives) or repairs to any vehicle;

13.2.2 Partaking in any business activity at the Car Park including, but not limited to, in connection with selling, hiring or other disposal of the vehicle or any other services;

13.2.3 Filling or emptying vehicle fuel tanks;

13.2.4 Misusing, obstructing or damaging any facilities or other vehicles in the Car Park, including but not limited to, dropping litter or fly-tipping waste on the Car Park;

13.2.5 Driving dangerously or too fast and in contravention of the directional signs and speed limits;

13.2.6 Making unnecessary noise, including playing music in any way that annoys users of the Car Park or people who live or work nearby;

13.2.7 Filming or taking photographs of any vehicles, the Car Park or other users of the Car Park;

13.2.8 Cooking, cleaning or lighting fires;

13.2.9 Using the full facilities of a camper van, including, but not limited to, the toilet, bathroom and kitchen;

13.2.10 Doing or attempting to do anything which is a criminal offence or breach of the law.;

13.2.11 Parking in bays which are not designated for your vehicle type including, but not limited to, parking in a disabled person's parking space without displaying a valid disabled person's badge belonging to yourself or another occupant of the vehicle;

13.2.12 Smoking anywhere within the Car Park and the immediate vicinity of the Car Park;

13.2.13 Leaving the Car Park in a state or condition unfit for use by other persons using the Car Park;

13.2.14 Using any area of the Car Park as toilet facilities;

13.2.15 Any anti-social or annoying behaviour which may cause offence or inconvenience to us or any other user of the Car Park including, but not limited to, drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering or having any animals of a lead when outside of a vehicle.

13.3 Permission to use the Car Park is automatically withdrawn if you or your passengers or anyone else under your authority or control do any of the things prohibited in clauses 13.1 or 13.2. We reserve the right, in our absolute discretion, to add to the list of prohibited activities at any time. Any of our representatives may require you to leave at any time and they are authorised if necessary to call for police assistance to have you removed.

14 Force Majeure

14.1 We do not accept liability for any cancellations, curtailments or damage otherwise caused to your vehicle or possessions by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of public transport links, cancellation or changes of schedules in relation to any scheduled business or personal travel plans and all similar events beyond our control. Further, we cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of a force majeure event detailed in this clause 14.1 or such other circumstances beyond our or your control.

15 Our Group Companies

We reserve the right to perform any of our obligations or exercise any of our rights under these Terms through any other member of the same group of companies. This will not affect your rights under these Terms.

16 Variation of the Terms and Conditions

These Terms cannot be varied except in writing by our Company Secretary or Head of Legal. Nothing said or done by any of our employees is capable of varying these Terms.

17 General

Each of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If you have any queries relating to these Terms, please contact our Customer Services Department on 0345 050 7080.