



London Underground parking Terms and Conditions

NCP Terms and Conditions for the purchase of Season Tickets at London Underground car parks

These Terms and Conditions set out the terms on which we will supply a Season Ticket to you through the London Underground (LUL) Parking Website. Please read these Terms and Conditions carefully as they will form the basis of the contract between us. By placing an order for a Season Ticket through the LUL Parking Website, you agree to be bound by these Terms and Conditions. We recommend that you retain a copy of these Terms and Conditions in a safe place, as they are your record of the contract between us.

We're always happy to assist where we can, and to take on board any comments which you might have. If you have a general comment or query about any of our car parks, please contact our customer services department by telephone (0345 050 7080) or by email (customerservices@ncp.co.uk). Any comments or queries about your purchase of Season Tickets through the LUL Parking Website should be directed to the Dash customer services department by telephone (0845 680 6705) or by email (info@dashpark.co.uk).

1. Defined terms

The following terms used throughout these Terms and Conditions shall have the following meanings: Any references to "we", "us" and "our" shall be a reference to National Car Parks Limited. "Dash" means the Dash cashless parking platform provided to us by Adaptis Solutions Limited for the purchase of Season Tickets. "LUL Parking Website" means the website at URL www.dashpark.com/tube. "Month" means a 30 day period and "Monthly" shall be construed accordingly. "Nominated Car Park" means the car park which you notify to us as being the car park in which you intend to use your Season Ticket to park your vehicle. "Order" means an order for the purchase of a Monthly, Quarterly, Half Yearly or a Yearly Season Ticket placed by you through the LUL Parking Website. "Period" means the Monthly, Quarterly, Half Yearly or Yearly period in respect of which you have made payment for your Season Ticket. "Quarter" means any three Month period and "Quarterly" shall be construed accordingly. "Half Year" means any six Month period and "Half Yearly" shall be construed accordingly. "Season Ticket" means a permit allowing you to park your vehicle in any NCP owned or operated car park in the Nominated Car Park for the required Period. "Year" means any twelve month period and "Yearly" shall be construed accordingly.

2. Information about us

(a) We are registered in England and Wales under company

number 253240. Our registered office is at National Car Parks Limited, Saffron Court, 14b St. Cross Street London EC1N 8XA. In certain car parks, we act as agent on behalf of the car park owner, which may be a local authority, corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

(b) Your purchase of Season Tickets from us through the LUL Parking Website will be administered on our behalf by Adaptis Solutions Limited, a company registered in England and Wales under company number 5106124 and whose registered office is at 7th Floor, Silkhouse Court, Tithebarn Street, Liverpool L2 2LZ ("Adaptis").

(c) In administering the Dash platform on our behalf, we confirm that Adaptis is not and is not intended to be acting as an agent on our behalf and has no authority from us to make or enter any commitments for us or on our behalf, other than to facilitate the sale of Season Tickets through the LUL Parking Website.

3. Service availability

Our website and the LUL Parking Website are only intended for use by people resident in the UK. We do not accept online Orders from individuals outside the UK.

4. Your status

By placing an Order, you confirm that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

5. How the contract is formed between us

If you place an Order through the LUL Parking Website, you will be accepting an offer from us to purchase a Season Ticket. The contract between us will be formed when we receive payment for your Season Ticket when you place your Order. After placing your Order, you will receive an email from us acknowledging that we have received your Order and payment in full for that Order.

6. Consumer rights

If you're contracting as a consumer, you may cancel a contract at any time within seven working days, beginning the day after you place your Order. If you decide to cancel your contract, you shall receive a full refund of the price paid by you for your Season Ticket, in accordance with our refund policy set out at section 10 of these Terms and Conditions below, but less any charges at the prevailing daily tariff rate at the relevant car park for the full period of any parking facilities that you have utilised during the period prior to cancellation. To cancel your Season Ticket, you must email us at info@dashpark.co.uk or write to us at Adaptis, 7th Floor, Silkhouse Court, Tithebarn Street, Liverpool, L2 2LZ. Please note that this right to a refund does not affect your statutory rights.

7. Price and payment

(a) Price: The price for the Season Tickets shall be as quoted on the LUL Parking Website from time to time. Alternatively, please call 0333 123 1994 for up-to-date Season Ticket prices. The price for the Season Tickets shall be inclusive of VAT, where applicable.

(b) Increase in prices: We may increase our Season Ticket prices from time to time. The price you pay for a Season Ticket will be valid for the Period of that Season Ticket only. If you decide to extend your Season Ticket at the end of the Period, the price of the new Season Ticket will be the current price then attributable to the relevant Period at that time. This may not be the same as the price of your original Season Ticket.

(c) Payment methods: We currently accept payment by credit card or debit card and payment for the Season Ticket must be made in full when placing your Order.

8. Your Season Ticket

Please remember that your Season Ticket does not guarantee you a space. Following your Order, and subject to you selecting the relevant options on the LUL Parking Website during the order process, you will receive:

(i) a VAT receipt relating to your payment for the Season Ticket, either by email or post; and

(ii) a text message confirming your purchase of a Season Ticket and the Period of that Season Ticket.

During the Order process, you will be obliged to confirm that you accept these Terms and Conditions and our car park terms and conditions governing the use of our car parks by all of our customers. Your Season Ticket will permit you to park one vehicle only in the Nominated Car Park at any one time. Please note that we reserve the right to review historical usage of your Season Ticket alongside CCTV footage to determine whether you have misused our car parks and also pursue you for any loss that we have suffered as a result of any such misuse.

9. Cancellation, refund policy and replacements

(a) Cancellation by you - Subject to your rights in clause 6 and clause 9(c) of these Terms and Conditions, you cannot cancel the Season Ticket at any time during the Period.

(b) Cancellation by us for breach - We may cancel the contract between us at any time on notice to you if you breach any of these Terms and Conditions or misuse your Season Ticket or our car parks in any way.

(c) Closure of your Nominated Car Park

If your Nominated Car Park closes for any reason and we are unable to offer or you choose not to accept any alternative car park suggested by us, we may cancel the contract between us. In such circumstance we will endeavour to give you 1 month's notice or such notice as we are reasonably able to provide in the circumstance.

(d) Refunds

Upon receipt of notice from you or notice by us that the contract between us will be cancelled, we will, unless we cancel the contract as a result of your breach or misuse of your Season Ticket or our car parks, reimburse you by a refund onto the credit card or debit card from which payment for the

Season Ticket was originally made in respect of any amounts to which you are entitled. We do not issue refunds by cheque. Any amount

to be reimbursed will be calculated in accordance with this section 9 prorata based upon the unused portion of the relevant Period from the date upon which a valid notice of termination becomes effective, to the date upon which your Season Ticket expires. For the avoidance of doubt, you will not receive any refund where we cancel the contract as a result of your breach or misuse of your Season Ticket or our car parks. All refunds shall be accompanied by a receipt and, where you are contracting as a business, will be made to the business rather than the individual contracting on behalf of the business. Refunds will be made back to the credit card or debit card from which payment was made unless we agree otherwise.

10. Renewal

The Period of each Season Ticket is fixed. Your Season Ticket will not automatically renew at the end of the Period. In order to continue to park after the expiry of the relevant Period you will have to purchase a new parking session or Season Ticket through Dash and will be liable for any parking charges at the prevailing rate for the relevant car park until you have done so.

11. Our liability

(a) We will use reasonable skill and care in performing our obligations under our contract. However, our responsibility to you is limited and we will only be liable to you as set out below. We will have no other liability to you.

(b) We are liable for any death or personal injury arising from our, our servants' or our agents' negligence. Nothing in these Terms and Conditions shall exclude that liability.

(c) We shall be liable for direct loss of or damage to your property which arises as a result of our negligence or dishonesty, or our servants' or agents' negligence or dishonesty.

(d) Where you are contracting as a consumer we can accept no liability to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket:

(i) loss which was not foreseeable to you and us when we entered into our contract (even if that loss results from our failure to comply with these Terms and Conditions or our negligence);

(ii) any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether those losses are the direct or indirect result of our default);

(iii) loss which you suffer other than as a result of our failure to comply with these Terms and Conditions or our negligence or breach of statutory duty.

(e) Where you are contracting as a business we can accept no liability to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket: loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the contract, or for any liability incurred by you to any other person for any economic loss, claim for damages or awards

howsoever arising. Our maximum aggregate liability to you arising out of or in connection with our contract or these Terms and Conditions, whether in contract, tort, negligence or otherwise, shall in no event exceed £100.00

12. Communications

Applicable laws require that certain communications or information we send to you should be in writing. However, by providing us with your email address as part of your Season Ticket application, you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing. You must ensure that any notifications required to be made by you in accordance with these Terms and Conditions is made in writing. All notices must be sent to Adaptis, 7th Floor, Silkhouse Court, Tithebarn Street, Liverpool, L2 2LZ.

13. Data protection

Any information you provide to us pursuant to these Terms and Conditions, or the contract between us, shall be processed in accordance with our privacy policy, details of which can be found on our website.

14. Waiver

If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under our contract or any of these Terms and Conditions, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations. A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

15. Severability

If any of these Terms and Conditions or any provisions of our contract are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term will, to the extent that it is invalid or unlawful, be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.

16. Circumstances beyond our reasonable control

We reserve the right to cancel the contract between us if we are prevented from or delayed in the carrying on of our business and our obligations under our contract or these Terms and conditions due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the circumstances beyond our reasonable control continue for a continuous period in excess of 3 months, you shall be entitled to give notice in writing to us to cancel our contract.

17. Subtracting, assignment and third party rights

(a) You are permitted to transfer the benefit of a Season Ticket to another vehicle through your account with Dash or by emailing info@dashpark.co.uk or by telephone to 0333 123 1994.

(b) We may assign, charge, subcontract or transfer the contract or any part of it to any person.

(c) Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written agreement.

(d) Any term of our contract can be varied and our contract can be cancelled or terminated without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

18. Entire agreement

THIS SECTION WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into our contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into our contract except as expressly stated in these Terms and Conditions.

19. Law and jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with English law. If you are a consumer, then you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England.