



# Pre-book Terms and Conditions

March 2017

These Pre-booking Terms and Conditions will form the basis of the contract between us and so contain important information. Please read all of these Pre-booking Terms and Conditions carefully. We recommend that you retain a copy of these Pre-booking Terms and Conditions in a safe place. By booking for parking and/or related services as described in condition 1, you agree to be bound by these Pre-booking Terms and Conditions and in particular those matters for which we do not accept responsibility.

We are 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, please contact our Customer Contact Centre on 0345 050 7080 or by emailing [bookingenquiries@ncp.co.uk](mailto:bookingenquiries@ncp.co.uk).

## 1. Application of these Pre-booking Terms and Conditions

- (a) These Pre-booking Terms and Conditions apply to all bookings for parking at a Car Park (as defined below) and/or related services made:
- (i) through [www.ncp.co.uk](http://www.ncp.co.uk) and all other URLs operated by us;
  - (ii) through our corporate partners and affiliates (such as our travel agent partners) or their websites; and
  - (iii) by telephone through our Customer Contact Centre on 0345 050 7080.
- (b) The Car Park Terms and Conditions for your Nominated Car Park (as defined below) form part of (and are deemed to be incorporated in) these Pre-booking Terms and Conditions. The Car Park Terms and Conditions for your Nominated Car Park are displayed at the Nominated Car Park. The Car Park Terms and Conditions for your Nominated Car Park can also be found **here** ([www.ncp.co.uk/help-centre/ncp-car-park-terms-conditions](http://www.ncp.co.uk/help-centre/ncp-car-park-terms-conditions)). Please read the Car Park Terms and Conditions for your Nominated Car Park carefully.

## 2. Definitions

In these Pre-booking Terms and Conditions:

**NCP, we, us** and **our** shall be a reference to National Car Parks Limited and each other operating company in the NCP group of companies (including National Car Parks Manchester Limited);

**you, your** and **customer** means a person who has entered into a contract with us for the parking of a vehicle at a Car Park and/or parking related services at a Car Park (all customers entering into a contract with us for the parking of a vehicle at the Car Park, whether by purchasing a parking ticket or

otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing);

**Barcode** means a barcode allowing quick response (QR) code recognition of your Booking;

**Booking** means your booking for parking at a Car Park and/or related services made:

- (a) through [www.ncp.co.uk](http://www.ncp.co.uk);
- (b) through our corporate partners and affiliates (such as our travel agent partners) or their websites; or
- (c) by telephone through our Customer Contact Centre on 0345 050 7080;

**Booking Line** means our Customer Contact Centre on 0345 050 7080 or other published telephone number provided by us for customer service and bookings; bookings, amendments and cancellations made through our Customer Contact Centre may incur additional charges;

**Booking Period** means, for the Nominated Car Park, the times and the date(s) specified in your Booking;

**Booking Reference** means a reference number unique to your Booking, which we will give you when you book parking and related services using the Website or Booking Line;

**Car Park** means any parking facility owned, managed, operated by us or a third party provided for the parking of vehicles or other facilities for which we sell parking services;

**Car Park Terms and Conditions** means the car park terms and conditions relating to use of the Nominated Car Park and which form part of (and are deemed to be incorporated in) these Pre-booking Terms and Conditions and are displayed at the Nominated Car Park and are accessible **here** ([www.ncp.co.uk/help-centre/ncp-car-park-terms-conditions](http://www.ncp.co.uk/help-centre/ncp-car-park-terms-conditions));

**Nominated Car Park** means the Car Park specified in your Booking and to which the Booking relates;

**Order** means an order for the purchase of parking at a Car Park and/or related services made:

- (a) through the Website, placed by you by submitting an application form via the Website;
- (b) through our corporate partners and affiliates (such as our travel agent partners) or their websites, placed by you by submitting an application form via the corporate partner's or affiliate's website or by providing information over the telephone to enable an application form to be completed on your behalf; or
- (c) by telephone through the Booking Line, placed by

you providing information over the telephone to enable an application form to be completed on your behalf;

**our representative** means any of our officers, employees and agents (acting in the course of business and within the scope of their duties towards us);

**Pre-booking Terms and Conditions** means these terms and conditions (including the Car Park Terms and Conditions);

**Vehicle** means any vehicle used to convey passengers or items that enters into the Nominated Car Park including any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it; and

**Website** means [www.ncp.co.uk](http://www.ncp.co.uk) and all other URLs operated by us.

### 3. Information about us

National Car Parks Limited and its associated company National Car Parks Manchester Limited are registered in England and Wales under company numbers 253240 and 3643895 respectively. The registered office of both companies is at Saffron Court, 14B St Cross Street, London, EC1N 8XA. In certain Car Parks and for certain related services, we act as agent on behalf of the owner or operator, which may be a local authority, corporate entity or other organisation. This will not affect your rights or obligations under these Pre-booking Terms and Conditions.

### 4. How the contract is formed

- (a) **Online** If you place an Order online, you will be making an “offer” to us to purchase parking at a Car Park and/or related services. Placing your Order does not mean that your Order has been accepted. All Orders are subject to acceptance by us, and we shall confirm our acceptance to you by advising that your Booking is confirmed. The contract for the parking and/or related services will only be formed when we advise that your Booking is confirmed.
- (b) **By Telephone** If you make an enquiry about purchasing parking at a Car Park and/or related services, we will confirm the agreed price by providing you with a proposal which will be us making an “offer” to you. To accept the offer, you will need to confirm to us by telephone that you wish to proceed to book parking and/or related services so that we can take your payment details. The contract between us will be formed when we have taken your payment details. We will then advise you that your Booking is confirmed. Telephone bookings may be subject to an administration charge, details of which will be advised to you before the contract is formed; except as referred to in condition 8(f), this telephone booking administration charge is non-refundable.

### 5. Payment methods and receipts

We currently accept payment for pre-booking parking at a Car Park and/or related services by credit card and debit card. Your booking confirmation is your receipt for payment.

Our pre-book payment platform is protected by secure SSL encryption.

### 6. Your Booking

- (a) When you book car parking through the Website or Booking Line, you will be given a Booking Reference unique to your Booking. This confirms that (save as referred to in condition 7) you have a space to park guaranteed for the Booking Period specified in your Booking.
- (b) The Booking you make is non-transferable, either from you to someone else or between different Car Parks or related services.
- (c) The Booking you make is valid only for the Booking Period and at the price specified in your Booking, and for the Nominated Car Park and/or the specified related service. Prices are subject to change and quotes provided are valid at the time of Booking only. Please check your Booking before confirming payment, as mistakes cannot always be rectified and may be subject to a re-booking or amendment charge.
- (d) When you enter and exit the Nominated Car Park, it is imperative that you follow the instructions you have been issued within your Booking confirmation.
- (e) If you have booked an NCP Car Park we use some of the following recognition methods:
  - (i) Some of our Car Parks use credit and debit card recognition. For automatic entry to a Car Park using credit and debit card recognition, you must take with you the credit or debit card you used to make your Booking. Please enter the credit or debit card you used to make your Booking into the Nominated Car Park entry barrier and it will enable you to access the Nominated Car Park. No parking ticket will be issued. This credit or debit card must be used to exit the Nominated Car Park. As detailed in condition 6(h), any additional charge resulting from your actual time in the Nominated Car Park differing from the Booking Period (and any credit card surcharge) will be debited to the credit or debit card used to make your Booking automatically on exit from the Nominated Car Park.
  - (ii) Some of our Car Parks use automatic number plate recognition as a recognition method for entry. For automatic entry to a Car Park using automatic number plate recognition, you must arrive in the vehicle to which your Booking relates. To be presented with your parking ticket, please drive up to the Nominated Car Park entry

barrier and a parking ticket will be automatically presented to you. This parking

ticket must be used to exit the Nominated Car Park. If your Nominated Car Park is Birmingham Airport the entry barrier and exit barrier will raise automatically and you will not need to take a parking ticket.

(iii) Some of our Car Parks use quick response (QR) code recognition. When you pre-book parking at a Car Park using quick response (QR) code recognition, you will be given a Barcode with your Booking Confirmation. The Barcode should not be adapted in any way, including shape or size from the original format, and it should not be damaged. If it is adapted or damaged, the Barcode may not work and will not permit entry to the Nominated Car Park to which your Booking relates. For automatic entry to a Car Park using quick response (QR) code recognition, please present the Barcode either on the display of a smart phone, or on paper, to the scanner at the Nominated Car Park entry barrier. Where relevant, you will then be presented with your parking ticket. The Barcode or (where relevant) the parking ticket must be used to exit the Nominated Car Park.

(iv) When you pre-book parking at a pay and display Car Park, details of what you will need to display at the Nominated Car Park will be sent with your Booking Confirmation. This could be a booking reference number or a quick response (QR) code. This will need to be displayed on the dashboard of the vehicle to which the Booking Confirmation relates. Failure to do this may result in the issue to you of a parking contravention notice. If a Barcode is issued, the Barcode should not be adapted in any way, including shape or size from the original format, and it should not be damaged. If it is adapted or damaged, the Barcode may not be valid for the Nominated Car Park to which your Booking relates. Failure to do this may result in the issue to you of a parking contravention notice.

(f) If you are issued with a car parking ticket on entry to the Nominated Car Park, please retain this in a safe place as you may need it to exit the Nominated Car Park. On exit from the Nominated Car Park, please follow the instructions issued to you at the time of Booking.

(g) Your Booking at a Car Park only permits you to make one entry and one exit per Booking. It does not allow you to make multiple entries and exits during the

period of your Booking. Breach of this may result in the issue to you of a parking contravention notice.

(h) The Booking Period and price charged for when you

pre-book is calculated on the basis of the times and date(s) you select when making your Booking. If your actual entry and/or exit time and/or date changes from the Booking Period, and as a result your actual time in the Nominated Car Park differs from the Booking Period, you may be liable for an additional charge. This additional charge will be calculated in accordance with the relevant Car Park Terms and Conditions and the additional charge must be paid before the Vehicle will be permitted to leave the Nominated Car Park. If you booked an NCP Car Park and used a credit or debit card to make your Booking the amount of this additional charge (and any credit card surcharge) will be debited to that card automatically on exit from the Nominated Car Park. We reserve the right to determine in our discretion the duration of the Vehicle's stay in the Nominated Car Park in such circumstances. The terms of this condition 6(h) apply irrespective of the reason why you are late back into the Nominated Car Park, unless your delayed return is caused directly by our negligence.

(i) If you have booked a parking and/or related service in an NCP Car Park and when you come to exit your Nominated Car Park, the barrier does not work or is already raised, please press for assistance or contact our Customer Contact Centre on 0345 050 7080 as we will need to register you as leaving the Nominated Car Park to prevent you being liable for any additional charge.

(j) If you have booked parking in a third party Car Park and/or a related service with a third party and experience any difficulties in that Car Park or with that related service you should contact the relevant operator.

## **7. Nominated Car Park or related service not available**

(a) If we are prevented from or delayed in the carrying on of our business and obligations under our contract and/or these Pre-booking Terms and Conditions due to circumstances beyond our reasonable control (including acts of God, governmental action, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes), we reserve the right to:

(i) cancel your Booking; or

(ii) offer you parking and related services in an alternative Car Park than the Nominated Car Park to which the Booking relates. If you do not wish to accept our offer of alternative parking you may cancel your Booking or part of it through the Website or Booking Line.

(b) Where we are prevented from or delayed in the

carrying on of our business and obligations under our contract and/or these Pre-booking Terms and Conditions due to Car Park operational reasons, we

reserve the right to:

- (i) cancel your Booking; or
- (ii) offer you parking in an alternative Car Park than that to which the Booking relates. If you do not wish to accept our offer of alternative parking you may cancel your Booking or part of it through the Website or Booking Line.

## 8. Cancellation and refund policy

- (a) **Cancellation by you** If you wish to cancel your Booking or part of it, you may do so through the Website or Booking Line. Cancellations made more than 48 hours before the entry time and date specified in your Booking will receive a refund. Please note that this right to a refund does not affect your legal rights. A cancellation charge may be deducted in respect of any cancellation. Details of any applicable cancellation charge will be advised to you before the contract between us is formed. No refund will be given for cancellations made 48 hours or less before the entry time and date specified in your Booking. We will not refund any telephone booking administration charge or credit card surcharge.
- (b) **Amendments or upgrades** If you wish to amend your Booking or part of it, you may do so through the Website or Booking Line. Amendments made more than 48 hours before the entry time and date specified in your Booking will receive a refund if one is due. Please note that this right to a refund does not affect your legal rights. An amendment charge may be deducted in respect of any amendment. Details of any charge applicable if you amend your Booking will be advised to you before the contract between us is formed. No refund will be given for amendments made 48 hours or less before the entry time and date specified in your Booking, or if the change requires additional parking time not specified in your Booking you will have to pay the full daily rate from time to time of the Nominated Car Park. We will not refund any telephone booking administration charge or credit card surcharge.
- (c) **Non Flexible Bookings** Where (as specified in your Booking) the Booking is "Non Flexible", conditions 8(a) and 8(b) do not apply.
- (d) **Cancellation by us for breach** We may also cancel the contract between us at any time on notice to you if you breach any of these Pre-booking Terms and Conditions or misuse your Booking in any way, such as (for example) transferring your Booking to another person or allowing another person to use your Booking without NCP's express prior consent.
- (e) **Refunds – Nominated Car Park and/or related service not available for reasons beyond our**

**reasonable control** If we cancel your Booking in the circumstances referred to in condition 7(a)(i), or

you cancel your Booking in the circumstances referred to in condition 7(a)(ii), then we will refund the amount we have received in respect of your Booking. Please note that this right to a refund does not affect your legal rights. In such circumstances, we will not refund any telephone booking administration charge or credit card surcharge.

- (f) **Refunds – Nominated Car Park and/or related service not otherwise available** If we cancel your Booking in the circumstances referred to in condition 7(b)(i), or you cancel your Booking in the circumstances referred to in condition 7(b)(ii), then we will refund the amount we have received in respect of your Booking and any telephone booking administration charge and/or any credit card surcharge previously charged. Please note that this right to a refund does not affect your legal rights. In such circumstances, no cancellation charge will apply either.
- (g) **Refund procedure** A refund will only be made where you can provide us with a pre-paid Booking Reference. Refunds are only made to the credit or debit card with which payment was originally made. We do not issue refunds by cheque.
- (h) **Failure to follow procedures** If you do not follow the cancellation and/or amendment procedures set out in these Pre-booking Terms and Conditions, no retrospective refund will be given after the entry time and date specified in your Booking.
- (i) **No other rights to refund** Save as expressly provided for in these Pre-booking Terms and Conditions, no refunds will be given in respect of any booking cancellation and/or amendment.

## 9. Premium pre-booking

- (a) We may offer parking and/or related services at certain of our highest-demand Car Parks from time to time for which we may charge a premium on our standard pre-book pricing. Premium pre-booking will not be available at all Car Parks and, at Car Parks where premium pre-booking is offered, it will only be available on certain dates for certain time frames.
- (b) Premium pre-booking will guarantee you a space to park in the relevant Car Park during our peak operating hours, with added benefits such as reserved parking areas, priority exits and valet parking. The benefits that we offer with premium pre-booking from time to time are Car Park-specific, and (if applicable) will be outlined within the product description within the booking process.

## 10. Related Services

If you have booked a related service, terms and conditions for that service will also apply to your Booking and will form part of these Pre-Book Terms and Conditions. The related service terms

can be found here.

volumes of traffic, road works or accidents).

### **11. Use of coach/taxi service**

#### **THIS SECTION WILL ONLY APPLY IF YOU ARE PRE-BOOKING AN AIRPORT CAR PARK, WHERE A COACH/TAXI TRANSFER TO THE AIRPORT TERMINAL IS INCLUDED**

- (a) We will advise the coach/taxi service of the times and dates of departure and arrival provided by you at the time of Booking. Use of only one coach/taxi is permitted for each Booking.
- (b) You must notify us at the time of Booking of the number of passengers travelling with you.
- (c) You must leave an appropriate amount of time to reach the terminal building from the Nominated Car Park using the coach/taxi service. Guides to the estimated transfer time (in normal traffic conditions) are set out on the Website, but in addition to this you must allow sufficient time to find a parking space and access the coach/taxi service. We do not accept responsibility if you miss your flight or your airline check-in has closed because you have not left enough time to get from the Nominated Car Park to the terminal, unless this is caused directly by our negligence.
- (d) If you intend to travel with infants requiring special child-safe seating or if you intend to carry outside luggage or sports equipment, you must advise the coach/taxi service at least 24 hours in advance of your expected arrival time. The contact number for the coach/taxi service will be clearly marked on your Booking confirmation.
- (e) On arrival at the Nominated Car Park, you are responsible for calling the coach/taxi service and confirming your arrival. We will not provide telephone access for this service. The coach/taxi service will collect you from a suitable place within the Nominated Car Park. Upon return, you must call the coach/taxi services within the baggage hall and the coach/taxi service will collect you from the designated area as described on your Booking confirmation and will transport you to your Vehicle.
- (f) Please make sure that you take all your luggage from the coach/taxi when you arrive at your terminal. We do not accept responsibility if you miss your flight or your airline check-in has closed because you have to recover luggage which you have left in the coach/taxi, unless this is caused directly by our negligence.
- (g) Coaches/taxis are designed to accommodate personal luggage only. Items that might cause a nuisance or danger including, but not limited to, large items which cannot be safely stored in the racks provided and live animals may be prohibited.
- (h) We do not accept liability for the lack of availability of the coach/taxi service, or for increased duration of transfer times from the Nominated Car Park to the terminal building which are caused by circumstances beyond our reasonable control (including exceptional

### **12. Your legal rights**

Nothing in these Pre-booking Terms and Conditions shall take away or modify any of your legal rights or entitlements.

### **13. Data protection**

We will store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998. For further details on how we collect and use your information for marketing purposes, please review our website privacy policy details of which can be found [here \(www.ncp.co.uk/help-centre/website-terms-and-conditions/website-terms-and-conditions\)](http://www.ncp.co.uk/help-centre/website-terms-and-conditions/website-terms-and-conditions).

### **14. Entire agreement**

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

- (a) These Pre-booking Terms and Conditions (and any document expressly referred to in them) constitute the entire understanding between us in relation to their subject matter.
- (b) We each acknowledge and agree that, in entering into our contract, neither of us has relied on any warranty or representation given by the other or implied from anything said or written in negotiations between us prior to entering into our contract except as expressly set out in these Pre-booking Terms and Conditions.

### **15. Variation of Pre-booking Terms and Conditions**

- (a) We reserve the right to amend these Pre-booking Terms and Conditions, or withdraw the right to pre-book parking and/or related services in future, at any time.
- (b) Nothing said or done by any of our representatives is capable of varying these Pre-booking Terms and Conditions.

### **16. Waiver**

- (a) 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 Pre-booking 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 Pre-booking Terms and Conditions, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations.
- (b) A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

### **17. Severance**

If any of these Pre-booking Terms and Conditions (or any provision of our contract) is found by a competent authority

to be invalid, unenforceable or illegal, such term shall, to the extent that it is unenforceable, invalid or unlawful, be severed from the remaining terms and conditions, which shall continue

to be valid to the fullest extent permitted by law.

## **18. Communications**

Applicable laws require that certain communications or information we send to you should be in writing. By providing us with your email address as part of your booking for parking and/or related services, you agree to this electronic means of communication, and you acknowledge and agree 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 send any notices required to be given by you in writing and to our registered office address, details of which are set out in condition 3.

## **19. Transfer of rights and obligations**

- (a) You are not entitled to assign, charge, sub-contract or transfer our contract or any part of it without our prior written consent. We may assign, charge, sub-contract or transfer our contract or any part of it to any person.
- (b) 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. 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.

## **20. Governing law and jurisdiction**

These Pre-booking Terms and Conditions are governed by, and shall be construed in accordance with, English law. If you are a consumer, 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.