



# 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 of 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 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.

## 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 on 0345 050 7080;
  - (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](http://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 Contraventions

- 5.1 It is important for the effective management of the Car Park that:
  - (a) you comply with all signs in the Car Park, including these Terms and the tariff board;
  - (b) you park within the limits of a marked bay;
  - (c) 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, parking in a space designated for disabled persons without an appropriate disability badge displayed, and/or parking in a space for electric vehicles when you are not using the charging facility); and
  - (d) 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. For the avoidance of doubt, if you choose to pay the parking tariff by using the "Pay By Mobile" service, the payment must be

made at the time of parking your vehicle in the Car Park and in any event, before you leave your vehicle in the Car Park.

- 5.2 If you do not comply with these requirements we may issue you with a Parking Charge Notice requiring you to pay any unpaid parking charge(s), together with an additional amount representing an estimate of the additional expenses we will incur as a result of your non-compliance (including without limitation debt recovery costs) (the "Parking Charge"). 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 a member of our staff not to do so in the case of emergency, please ensure that your vehicle is left securely locked with 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. We acknowledge that the cameras may act as a deterrent to criminal activity, but do not make any representation as to the coverage provided or guarantee the security of your vehicle if CCTV is installed in the Car Park.

## 7. Possessions

### 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.

## 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

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.

## 10. Ticket Types and Payment Method

10.1 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 10.3, or you are Season Ticket Holder in which case clause 10.4 will apply):

- (a) "Pay & Display" – you must purchase a parking ticket from the ticket machines at the Car Park either with cash or a credit/debit card, before leaving your vehicle and ensure that the parking ticket is clearly displayed in the windscreen of your vehicle; or
- (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>) and then (upon parking in the Car Park and before leaving your vehicle in the Car Park) purchase the amount of time for which you would like to park; or

**(c) "Pay On Exit"** – on arrival at the Car Park, we will issue you with a parking ticket. When you are ready to leave the Car Park, you must provide us with the ticket issued to you and pay the parking tariff either by cash, credit/debit card or Gateway card; or

**(d) "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 cash, 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

**(e) "Account Based Payments"** – you must register your contact and payment details either online or by telephone, as applicable (information is available on our website <http://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

**(f) "ANPR"** – 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 either at a Pay On Foot machine and entering your VRM as you pay; or Pay After Use online within 24 hour of the time you leave the Car Park (information is available on our website <http://www.ncp.co.uk>). Some of our ANPR car parks are Pay On Foot only – please check before approaching the exit barrier as it will not raise where Pay After Use is not available at that Car Park.

**10.2** 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](http://www.ncp.co.uk) (or through our corporate partners and affiliates) or by telephone through our Customer Contact Centre on 0345 050 7080. This method is subject to the Pre-Book terms and conditions available on our website at <http://www.ncp.co.uk>. 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.

**10.3** If you are a **Season Ticket Holder** you must comply with the Season Ticket terms and conditions (available on our website at <http://www.ncp.co.uk>) and 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 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.

**10.4** We reserve the right to use other 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.

**10.5** The parking ticket, coin chip, booking confirmation or season ticket issued to you is only valid for the vehicle in respect of which it is issued. Neither a parking ticket, a coin chip, booking confirmation, nor season ticket entitles you, unless otherwise specified, to any particular space in the Car Park or to priority over other customers. If you decide not to park or are unable to find a space, you should exit the Car Park in your vehicle immediately to prevent any parking tariff charges from arising.

**10.6** If a bar code issued to you in accordance with the Pre-Book method is adapted or damaged in any way, it may become invalid. In such circumstances, this may result in you being issued with a Parking Charge Notice in accordance with clause 5.2 of these Terms.

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

**10.8** 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.

**10.9** 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, coin chip or season ticket and/or your bar code is invalid, as applicable.

**10.10** If you cannot produce your parking ticket, coin chip, 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.

**10.11** An additional charge of £2.50 will be made to cover the cost of replacing any lost chip coin. Should you later locate your lost chip coin you can return it to us and you will be refunded £2.50 by BACS transfer. No refund will be made for any parking tariff payments paid in respect of a lost ticket, bar code, chip coin or season ticket 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 must not tow any vehicle into the Car Park except as part of the services offered at the Car Park by persons authorised by us and no work on and no cleaning of vehicles by you or your agent, other than with our prior specific permission, is permitted in the Car Park. In the event of vehicle breakdown you must contact the Car Park attendant to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.

**13.2** No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in the Car Park without our prior specific written permission.

**13.3** You are not allowed to dispose of any items or drop litter in the Car Park. Please place any rubbish/litter in the bins that are provided or take it away with you when you leave the Car Park.

**13.4** You are not allowed to pour petrol, or any other fuel, into your vehicle whilst it is in the Car Park. You are also not allowed to take petrol, or any other fuel, out of your vehicle whilst it is in the Car Park.

**13.5** Smoking is forbidden within both the Car Park and the immediate vicinity of the Car Park.

**13.6** Anti-social behaviour will not be accepted in our Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. Car parks are designed for the sole purpose of parking vehicles. If an individual causes a nuisance or disturbance to others it may be recorded by CCTV cameras and action may be taken against them.

**13.7** You should not take photos or carry out any filming within the Car Park without our written consent.

#### **14. Variation of the Terms and Conditions**

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

#### **15. 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.**