



NCP ParkPass

Terms and Conditions

Please read these Terms and Conditions carefully as they will form the basis of the contract between you and NCP in relation to the use of your NCP ParkPass Account. 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 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 try the FAQs or contact us through our website www.ncp.co.uk.

By registering for a NCP ParkPass Account, you agree to be bound by these Terms and Conditions. We draw your attention to condition 15 (Your Responsibilities) of these Terms and Conditions.

Please note that you may only pay for parking using your NCP ParkPass Account at the car parks listed on our Website at www.ncp.co.uk/parkpass.

1. Defined terms

The following terms used throughout these Terms and Conditions shall have the following meanings:

Any references to **"NCP"**, **"we"**, **"us"** and **"our"** shall be a reference to National Car Parks Limited and its associated company, National Car Parks Manchester Limited.

Any references to **"you"**, **"your"** and **"customer"** means the person under whose name the relevant NCP ParkPass Account is registered.

"Authorised Vehicle" means any vehicle displaying one of the vehicle registration marks you have nominated in your NCP ParkPass Account. You may nominate up to a maximum of 4 vehicles.

"Auto Top-Up" means the payment method linked to your NCP ParkPass Account which will be used to place funds on your NCP ParkPass Account in accordance with condition 9(a).

"Auto Top-Up Amount" means an automated top-up of your NCP ParkPass Account balance, payment of which is taken from your Payment Card. The amount of the automated top-up will be the greater of:

- (i) the amount you confirm in the NCP ParkPass Customer Portal as your automated top-up amount; or
- (ii) the difference between the current balance held in your NCP ParkPass Account and the Minimum Account Balance;

subject at all times to the Minimum Top-Up, the Maximum Top-Up and the Maximum Account Balance.

"Commencement Date" means the date on which your NCP ParkPass Account is registered. This date will be notified to you by us upon your NCP ParkPass Account being successfully registered.

"Customer Information" means the personal information provided by you in relation to your NCP ParkPass Account as detailed in condition 21.

"Eligible Saver Deal" means the discounted rates we may from time to time make available to you.

"Fees" means any parking charges, administration fees, or other fees and charges imposed by us from time to time in accordance with these Terms and Conditions.

"Manual Top-Up" means the payment method linked to your NCP ParkPass Account which will be used to place funds on your NCP ParkPass Account in accordance with condition 9(b).

"Maximum Account Balance" means the maximum amount of money that your NCP ParkPass Account is permitted to hold. This sum is confirmed in the NCP ParkPass Customer Portal.

"Maximum Top-Up" means the maximum sum of money that you are permitted to pay into your NCP ParkPass Account in a single transaction whether by Auto Top-Up or Manual Top-Up. This sum is confirmed in the NCP ParkPass Customer Portal.

"Minimum Account Balance" means the minimum balance that you elect to have in your NCP ParkPass Account for Auto Top-Up or Manual Top-Up (subject to the Minimum Top-Up, the Maximum Top-Up and the Maximum Account Balance and this will be subject to any minimum balance set by NCP from time to time (as confirmed in the NCP ParkPass Customer Portal)). This sum is confirmed in the NCP ParkPass Customer Portal.

"Minimum Top-Up" means the minimum sum of money that you are permitted to pay into your NCP ParkPass Account in a single transaction whether by Auto Top-Up or Manual Top-Up. This sum is confirmed in the NCP ParkPass Customer Portal.

"Nominated Car Park(s)" means the NCP car parks where you can use your NCP ParkPass Account to make payment. Such NCP car parks are confirmed on our Website at www.ncp.co.uk/parkpass.

"NCP ParkPass Account(s)" means the registered account containing your personal details, payment details and account preferences for the purposes of enabling you, amongst other things, to use the applicable NCP ParkPass Rates and/or Eligible Saver Deal

and to manage your details and preferences.

"NCP ParkPass Card" means the NCP ParkPass Card issued to you once you have registered your NCP ParkPass Account.

"NCP ParkPass Customer Portal" means the online portal to a secure platform which can be accessed through the Website or through a dedicated software application available on some mobile devices and tablets. This portal allows you to register, manage, edit and view the information you have provided to us in relation to your NCP ParkPass Account (including the details for your Payment Card).

"NCP ParkPass Rate(s)" means the prices charged by NCP for parking services at Nominated Car Park(s) for customers who pay using a NCP ParkPass Account. We shall determine such prices from time to time.

"NCP ParkPass Recognition Methods" has the meaning set out in condition 7.

"Payment Card" means any accepted credit or debit card which you nominate to be the stored card for processing of Fees.

"Pay-As-You-Go" means the payment method linked to your NCP ParkPass Account which will be used to take funds from your Payment Card in accordance with condition 9(c).

"Personal Data" means all data relating to you held by us in connection with a NCP ParkPass Account (including your name, email address, billing address (city and post code), telephone number, vehicle registration mark(s) and Payment Card details).

"Standard Rate" means the standard price payable by a user of a NCP car park (as varied from time to time). The standard price being displayed on the tariff boards located at the relevant NCP car park and on our Website.

"Website" means www.ncp.co.uk and all other URLs operated by us.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. 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 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.

3. Terms and Conditions

(a) By using your NCP ParkPass Account you are agreeing to be bound by and comply with:

- (i) these Terms and Conditions; and
- (ii) the car park terms and conditions on display at the Nominated Car Park(s) and available on our Website (as updated from time to time).

4. How the contract is formed

When registering for your NCP ParkPass Account online you will be requested to confirm your acceptance of these Terms and Conditions. The contract between you and NCP will only be formed once you have acknowledged that you have read these Terms and Conditions and confirmed your acceptance of these. After registering for your NCP ParkPass Account you will receive an email from us acknowledging that you have successfully registered for your NCP ParkPass Account and that it is now activated.

5. Consumer rights

You may terminate your NCP ParkPass Account at any time through the NCP ParkPass Customer Portal. If you decide to terminate your contract, you should do so in accordance with condition 14. Please note that this right to a refund does not affect your statutory rights.

6. Information required to create your NCP ParkPass Account

(a) To register for a NCP ParkPass Account you must provide us with your name, valid email address, billing address (city and post code), valid Payment Card details, mobile number, and vehicle registration mark(s) for each Authorised Vehicle. Other non-mandatory information may also be requested.

(b) When you set up a NCP ParkPass Account, you confirm and warrant that all information provided by you is true and accurate in all respects and you will inform us immediately if any changes to such information arise.

(c) You may change your Personal Data by logging into the NCP ParkPass Customer Portal.

(d) You agree to ensure that your login details are kept secure and are not disclosed to any unauthorised third party. If you suspect that someone unauthorised has or is using your details, you must change your password immediately and notify us at customer.service@ncp.co.uk.

7. NCP ParkPass Recognition Methods

(a) You will only be able to use your NCP ParkPass Account in a Nominated Car Park and only using the following recognition methods:

- (i) by using your NCP ParkPass Card upon entry and exit of such Nominated Car Park; or
- (ii) by using the automatic vehicle registration mark recognition (commonly known as ANPR) where it is available at a Nominated Car Park; or
- (iii) by using any other recognition methods as we may establish in a Nominated Car Park.

(b) Where you enter a Nominated Car Park using one of the NCP ParkPass Recognition Methods, you are responsible for ensuring the same method is used upon exit. You acknowledge and accept that failure to comply with this condition 8(b) may result in the daily Standard Rate of the Nominated Car Park being charged to your NCP ParkPass Account for each day your vehicle is or was in the relevant Nominated Car Park.

(c) It is your responsibility to keep your NCP ParkPass Card on you at all times should you wish to be able to use your NCP ParkPass Account for payment.

(d) NCP makes no guarantees or warranties that the NCP ParkPass Recognition Methods in condition 7(a)(ii) and 7(a)(iii) will be available in the Nominated Car Parks. If you are unable to use a NCP ParkPass Recognition Method you will not be able to use your NCP ParkPass Account as a means of payment at the Nominated Car Park and will need to pay for your parking by other means. Should you have any issues or queries you should promptly contact the Customer Contact Centre before you leave the Nominated Car Park.

(e) You may only use the NCP ParkPass Account to pay for parking when using a Nominated Car Park.

8. Fees, charges and authority

(a) By confirming the Payment Card details in the NCP ParkPass Customer Portal you are instructing us to take payment from the Payment Card and you:

- (i) warrant to us that you are authorised to use the Payment Card for payment purposes; and
- (ii) authorise us to take payment from the Payment Card of the Fees, and any other payments and amounts owing or charged in accordance with these Terms and Conditions.

(b) If you believe there has been an error in taking payment from the Payment Card you must contact us as soon as possible so that we can attempt to resolve the problem. If we cannot resolve the problem you should refer it to your financial institution which has issued your Payment Card.

(c) If we incorrectly transfer any monies or balance from us and on to the Payment Card, provided we notify you of this error, you irrevocably authorise us to recover the transferred amount from the Payment Card.

(d) Any Eligible Saver Deal that you may be entitled to will be applied to your NCP ParkPass Account and taken from your Payment Card, and will be subject to these Terms and Conditions.

(e) We currently do not charge any administration, SMS and/or merchant service fees for using your NCP ParkPass Account and/or Payment Card. We reserve the right to apply such fees or charges upon at least 10 days' notification to you and any such Fee will be disclosed on our Website.

9. Payment methods

When registering for your NCP ParkPass Account you must specify via the NCP ParkPass Customer Portal your proposed method of payment for Fees from one of the following. If you want to change your method of payment, you may do so at any time via the NCP ParkPass Customer Portal.

(a) By Auto Top-Up:

- (i) During registration you must complete the details relevant to the Auto Top-Up method of payment (including details of a valid Payment Card and making an initial payment into your NCP ParkPass Account).
- (ii) If you choose to pay by Auto Top-Up you must set a Minimum Account Balance which will automatically trigger a payment from your Payment Card for the Auto Top-Up Amount.
- (iii) You may change the settings of your Auto Top-Up Amount (including the automated

payment amount and the Minimum Account Balance) at any time. If you change your Payment Card details, you hereby authorise us to validate the new Payment Card details by taking a hold transaction of 1p. Such transaction will be released from your account within 6-7 days and the sum of 1p will not actually be taken.

(iv) If your NCP ParkPass Account falls below the Minimum Account Balance, you irrevocably authorise us to take payment from your Payment Card of the Auto Top-Up Amount.

(b) By Manual Top-Up:

(i) During registration you must complete the details relevant to the Manual Top-Up method of payment (including details of a valid Payment Card and making an initial payment into your NCP ParkPass Account).

(ii) If you choose to pay by Manual Top-Up you can set the Minimum Account Balance. We will then notify you by email and/or SMS (if selected in the NCP ParkPass Customer Portal) in the event of your NCP ParkPass Account balance being less than the Minimum Account Balance.

(iii) If you fail to credit your NCP ParkPass Account by the Manual Top-Up method for any reason, once your NCP ParkPass Account reaches zero, your NCP ParkPass Account will automatically default to using a Pay-As-You-Go payment method. You will continue to use the Pay-As-You-Go method of payment until such time as you credit your NCP ParkPass Account via Manual Top-Up. If you change your Payment Card details, you hereby authorise us to validate the new Payment Card details by taking a hold transaction of 1p. Such transaction will be released from your account within 6-7 days and the sum of 1p will not actually be taken.

(c) Pay-As-You-Go

(i) If you choose to pay by Pay-As-You-Go you must register details of a valid Payment Card during registration. No initial payment to your NCP ParkPass Account will be necessary however you hereby authorise us to validate your Payment Card details by taking a hold transaction of 1p. Such transaction will be released from your account within 6-7 days and the sum of 1p will not actually be taken.

(ii) Payment under the Pay-As-You-Go method will be taken automatically from the Payment Card registered with your NCP ParkPass Account each time you use your NCP ParkPass Account to pay the fees.

10. Expiry of Payment Card or insufficient funds

(a) If we cannot process payments that are due from you your NCP ParkPass Account will be put on restricted use meaning that you may be prevented from entering and/or exiting a Nominated Car Park and you will not be entitled to the NCP ParkPass Rate(s) or Eligible Saver Deal until such time as you make a payment to cover any amounts owed and/or update your payment details to a valid Payment Card.

(b) If your Payment Card payment fails or you otherwise fail to meet your payment obligations under these Terms and Conditions you may be charged additional Fees by us.

11. Negative balances

(a) If your NCP ParkPass Account balance becomes negative for whatever reason you irrevocably authorise us to take payment from your Payment Card to:

- (i) bring your NCP ParkPass Account balance to zero if you use Pay-As-You-Go; or
- (ii) to the Minimum Account Balance if you use Manual Top-Up or Auto Top-Up.

12. NCP ParkPass Account statements and notifications

(a) You may view your statement for your NCP ParkPass Account at any time by logging into the NCP ParkPass Customer Portal on the Website. There may be delays in the records being updated for technical reasons, but we will do our best to keep this to a minimum.

(b) By registering for a NCP ParkPass Account you will automatically receive mandatory notifications by email (by default) and/or SMS. You may elect to receive the optional notifications by email and/or SMS (when selected through the NCP ParkPass Customer Portal). You may opt out of receiving the optional notifications (but not mandatory notifications) via the notification preferences within your NCP ParkPass Account.

(c) Emails will be sent to the email address nominated in your NCP ParkPass Account.

(d) SMS will be sent to the mobile number nominated in your NCP ParkPass Account.

13. Inactive NCP ParkPass Account

If you do not use your NCP ParkPass Account for a period of more than 12 consecutive months we reserve the right to terminate your account upon 30 days' notice sent to you using the details confirmed in your NCP ParkPass Account.

14. Closing your NCP ParkPass Account and refunds

(a) You may close your NCP ParkPass Account at any time via the NCP ParkPass Customer Portal provided you have paid any outstanding balances (including Fees).

(b) We will process any final payment from your NCP ParkPass Account and then:

- (i) if there is a negative balance in your NCP ParkPass Account, we will collect this from you by taking payment of the outstanding amount from the Payment Card registered with your NCP ParkPass Account; or
- (ii) if there is any money left on your NCP ParkPass Account we will return this to you as soon as possible by making a payment to the Payment Card registered with your NCP ParkPass Account.

(c) If you decide to switch to using Pay-As-You-Go, you may do so through the NCP ParkPass Customer Portal.

(d) Any refunds due to you will be made to the current Payment Card registered with your NCP ParkPass Account. If we are unable to do so we will contact you to arrange for your refund by an alternative method. We do not issue refunds by cheque.

15. Your responsibilities

(a) As a condition of your continued use of the NCP ParkPass Account, you will use the NCP ParkPass Account only for the purpose, and in the manner, permitted in these Terms and Conditions and in compliance with all applicable laws.

(b) You agree:

- (i) if you do not enter and exit a Nominated Car Park using one of the NCP ParkPass Recognition Methods available you will not be entitled to the NCP ParkPass Rate(s) and/or Eligible Saver Deal and may be charged at the Standard Rate;
- (ii) you are responsible for keeping confidential your login details and any other information relevant to your NCP ParkPass Account;
- (iii) you are at all times responsible for paying any amounts due under these Terms and Conditions and ensuring there are sufficient clear funds/credit available in any Payment Card to meet your payment obligations under these Terms and Conditions;
- (iv) you are not entitled to interest on any money you pay into your NCP ParkPass Account;
- (v) we may amend from time to time the Minimum Top-Up and Maximum Top-Up and any such increase will become immediately binding on you in accordance with condition 22 (Variation of the Terms and Conditions);
- (vi) to pay all applicable Fees in full and that your NCP ParkPass Account will be put on restricted use if it does not have enough money to cover any balances due; and
- (vii) your NCP ParkPass Account can only be used to pay for Fees at the NCP ParkPass Rate(s) or Eligible Saver Deal in relation to an Authorised Vehicle(s), at a Nominated car park.

16. Standard rates, suspension or termination

(a) We may terminate or suspend in whole or in part your NCP ParkPass Account at any time by notice in writing to you if you have, in our reasonable opinion:

- (i) misused or made fraudulent or illegal use of your NCP ParkPass Account, NCP ParkPass Rate(s) or Eligible Saver Deal (if applicable); or
- (ii) have made any use of the NCP ParkPass Account, NCP ParkPass Rate(s) or Eligible Saver Deal (if applicable) in a manner not authorised or permitted under the Terms and Conditions.

(b) In the case of any fraudulent or illegal use we reserve the right (acting reasonably) to refuse to open another NCP ParkPass Account on your behalf or allow you to use the NCP ParkPass Rate(s) and/or Eligible Saver Deal (as appropriate), or any other services or products offered by NCP.

(c) Any termination of your NCP ParkPass Account is without prejudice to any accrued rights or remedies that you or we may have.

17. NCP ParkPass Card

(a) The NCP ParkPass Card will be at your risk from the date of dispatch by us.

(b) We grant you an exclusive right for the duration of our contract to use the NCP ParkPass Card issued to you for the sole purpose of parking your Authorised Vehicle(s) in the Nominated Car Park(s). Your NCP ParkPass Card is personal to you and is non-transferable.

(c) You are responsible for notifying us immediately if your NCP ParkPass Card is lost or stolen. We will not be responsible for any misuse of your NCP ParkPass Account whilst your NCP ParkPass Card is lost or stolen and you fail to notify us.

(d) If your NCP ParkPass Card is lost, stolen or damaged, you should request a replacement from us through your NCP ParkPass Customer Portal. We will deactivate your old NCP ParkPass Card and issue a replacement.

(e) We may charge a £5 administration fee from your Payment Card for a replacement card. This fee shall be payable to us at the time of each replacement request. We reserve the right to amend the administration fee for a replacement NCP ParkPass Card upon either 10 days' notification to you of any such fee and/or by disclosing the amended fee on our

Website.

(f) Your NCP ParkPass Card or any replacement card will be sent out to the address registered with your NCP ParkPass Account.

(g) You will usually receive your NCP ParkPass Card or any replacement card within 6 working days of payment of any administration fee if requested in accordance with condition 17(e). Please note that this period is an estimate only and times may vary.

(h) If your NCP ParkPass Card does not work for any reason relating to wear and tear or it being defective (but not as a result of being damaged by you) we will send you a replacement card free of charge, provided that you return your defective NCP ParkPass Card to us by post marked F.A.O. Customer Contact Centre, National Car Parks Ltd, NML House, 61 High Street, Manchester, M4 1AZ and we receive the NCP ParkPass Card. If we do not receive your defective NCP ParkPass Card within 20 working days of us sending you a replacement, we reserve the right to charge you the administration fee noted in condition 17(e).

18. Our liability

(a) We are responsible to you only for loss or damage you suffer which is a foreseeable direct result of a breach on our part of our duties of reasonable care and skill in respect of the NCP ParkPass Account and/or the NCP ParkPass Card. This does not exclude any liability which would otherwise exist in respect of personal injury or death resulting from our negligence or any other matters that cannot be excluded under the laws of England and Wales.

(b) Our maximum aggregate responsibility 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 £1,000.00 (one thousand pounds).

19. Communications

By providing us with your email address and mobile number as part of your NCP ParkPass Account registration, you agree to receiving communications and information from us by email and SMS. You acknowledge that all notices, information and other communications we provide to you electronically comply with any legal requirement that such communication from us be in writing.

20. Your legal rights

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

21. Use of Customer Information and data protection

(a) We will store, process and use all personal information (including the Personal Data) provided by you in connection with your NCP ParkPass Account (**Customer Information**) in accordance with the requirements of the Data Protection Act 1998 and our Data Protection Policy. Details of our Data Protection Policy are available on our Website.

(b) We use Customer Information in the following ways:

- (i) to process payments;
- (ii) to communicate with you about payments and information relating to a NCP ParkPass Rate and/or Eligible Saver Deal;
- (iii) to update our records;
- (iv) to create and maintain your NCP ParkPass Account and to recommend NCP ParkPass Rates and/or Eligible Saver Deal(s) (if applicable) that might be of interest to you;
- (v) to enable third parties to carry out technical, logistical or other functions on our behalf;
- (vi) to provide you with requested information or correspondence, such as a response from us to an enquiry made by you; and
- (vii) to send you details of your new, amended or cancelled transactions.

For further details on how we collect and use your information for marketing purposes, please review our Privacy Policy, details of which can be found on our Website.

(c) Your contact details may be used to supply, by telephone, email, SMS or post, information to you about us and to send you occasional marketing material, such as information about NCP ParkPass Rates, Eligible Saver Deal(s) or other special offers which we think you might find valuable.

(d) You can unsubscribe to any non-mandatory notifications at any time through your NCP ParkPass Customer Portal.

(e) All Customer Information we collect is important to us and we would not want to share this with anyone else, unless we have your express consent, we will never disclose, rent, trade or sell your personal data to any third parties for their marketing or mailing purposes.

(f) If either or both of National Car Parks Limited or National Car Parks Manchester Limited is sold or its business is transferred to another company, we may transfer all of our rights

and obligations under these Terms and Conditions without any further notification to you and we may also disclose or transfer all Customer Information we hold about you to a prospective or new owner. Such disclosure shall not alter your rights in respect of the use that can be made of such Customer Information by such other company.

22. Variation of the Terms and Conditions

These Terms and Conditions cannot be varied except in writing by our Company Secretary on 30 days' notice to you or alternatively published on our Website. Following expiry of such notice the Terms and Conditions will be varied accordingly. Nothing said or done by any of our employees is capable of varying these Terms and Conditions.

23. 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 our contract, or if we fail to exercise any of the rights to which we are entitled under our contract, 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.

24. Severability

If 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 our contract which will continue to be valid to the fullest extent permitted by law.

25. Circumstances beyond our reasonable control

We reserve the right to defer delivery of your NCP ParkPass Card, or 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 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.

26. Subcontracting, assignment and third party rights

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

(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.

27. Customer contact centre

(a) Should you have any questions about these Terms and Conditions or the use of your NCP ParkPass Account, please see our list of frequently asked questions on our Website.

(b) If you have any other questions or queries that are not covered in our frequently asked questions you can either call our Customer Contact Centre on 0345 050 7080, email us at customer.service@ncp.co.uk, or use our online chat service which is available on the Website.

28. Law and jurisdiction

This contract 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.