



NCP ParkPass App One-off Payment Terms and Conditions

Please read these Terms and Conditions carefully as they set out the basis of the contract between you and NCP in relation to the use of the NCP ParkPass App. You should retain a copy of these Terms and Conditions in a safe place as they are your record of the contract between us. If you have a general comment or question, please try the app FAQ's or contact us through our website.

By swiping the "Swipe to pay" button in the NCP ParkPass App to pay for your parking on a one-off basis, you agree to be bound by these Terms and Conditions. Condition 9 of these Terms and Conditions outlines 'Your Responsibilities' when using the NCP ParkPass App.

Please note that you can only pay for parking using your NCP ParkPass App at the car parks shown as accepting payment using that method in the NCP ParkPass App.

If you are using the NCP ParkPass App to gain entry or exit at a parking barrier, for your own safety and security, you must ensure that your engine is turned off and your handbrake applied whilst using the NCP ParkPass App. You must not use the NCP ParkPass App whilst driving and NCP in no way encourage you do so.

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 who uses the NCP ParkPass App and pays for parking in accordance with these Terms and Conditions.

"Authorised Vehicle" means the vehicle displaying the vehicle registration marks you have stated when using the NCP ParkPass App.

"Customer Information" means the personal information provided by you in relation to your use of the NCP ParkPass App as detailed in condition 14.

"Data Protection Laws" means any applicable laws relating to the processing, privacy and use of Personal Data including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679).

"Fee" means the charge for parking using the NCP ParkPass App, such charge being in accordance with the Standard Rate.

"NCP ParkPass App" means NCP's parking payment application as updated from time to time.

"Nominated Car Park(s)" means the NCP car parks where you can use your NCP ParkPass App. Such NCP car parks are shown in the NCP ParkPass App.

"Payment Card" means any accepted credit or debit card which you use to pay the Fee.

"Personal Data" means all personal data relating to you which we process in connection with the NCP ParkPass App (including your email address, vehicle registration mark, time and duration of your parking session).

"Standard Rate" means the standard price payable by a user of a NCP car park (as varied from time to time) and which is 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

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

The contract between you and NCP will be formed once you have confirmed your acceptance of these Terms and Conditions by swiping the "Swipe to Pay" button.

5. Operating system requirement and use of the NCP ParkPass App

The NCP ParkPass App requires a mobile device with a minimum of 33mb of memory and an iOS or Android operating system. NCP will not be liable for any direct or indirect losses you incur that result from your use of the NCP ParkPass App when not used in accordance with the requirements in this condition 5.

6. Payment

(a) Each time you use the NCP ParkPass App to pay for your parking in a NCP Nominated Car Park, the appropriate Fee will be taken from the valid Payment Card that you use for your parking session. You will be required to insert the card details of a valid Payment Card each time you use the NCP CarPark app to pay for parking. If we are unable to process payment from your Payment Card, you will be required to pay for your parking session by using the standard payment options set out in the applicable car park (such as paying for your parking using our machines installed at the relevant car park).

(b) We reserve the right to issue a parking charge fine to you in the event that your vehicle does not exit the car park before your allotted parking session expires or you do not pay for your parking in accordance with these Terms and Conditions.

7. Fees, charges and authority

(a) By inputting Payment Card details when prompted you are instructing us to take payment for your parking session using that 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 of the Fee from that Payment Card.

(b) If you believe there has been an error in taking payment from the Payment Card you must contact us at customerservice@ncp.co.uk 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.

8. NCP ParkPass notifications

Unless a notification is deemed mandatory or is necessary to comply with any applicable laws, we'll not send you any notifications or marketing communications.

9. Your responsibilities

(a) As a condition of your use of the NCP ParkPass App, you will use the NCP ParkPass App 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) not to copy the NCP ParkPass App, except as part of the normal use of the NCP ParkPass App or where it is necessary for the purpose of back-up or operational security;

(ii) not to translate, merge, adapt, vary, alter or modify, the whole or any part of the NCP ParkPass App nor permit the NCP ParkPass App to be combined with, or become incorporated in, any other programs, except as necessary to use the NCP ParkPass App on devices as permitted in these Terms and Conditions.

(iii) to not infringe our intellectual property rights of those of any third party in relation to your use of the NCP ParkPass App.

(iv) to not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running the NCP ParkPass App.

10. Intellectual Property Rights

All intellectual property rights in the NCP ParkPass App throughout the world belong to us and the rights in the NCP ParkPass App are licensed (not sold) to you. You have no intellectual property rights in, or to, the NCP ParkPass App other than the right to use them in accordance with these Terms and Conditions.

11. Standard Rates, suspension or termination

(a) In the case of any fraudulent or illegal use of the NCP ParkPass App, we reserve the right (acting reasonably) to refuse to allow you to use the NCP ParkPass App or any other services or products offered by NCP.

(b) Any restriction of your use of the NCP ParkPass App is without prejudice to any accrued rights or remedies that you or we may have.

12. Our liability

(a) We're 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 App. 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) We're not responsible for events outside our control. If our obligations under these Terms and Conditions are delayed by an event outside our control then we'll contact you as soon as possible to let you know and we'll take steps to minimise the effect of the delay. Provided we do this we'll not be liable for delays caused by the event.

(c) 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).

13. Your legal rights

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

14. Use of Customer Information and data protection

(a) We'll store, process and use all personal information (including the Personal Data) provided by you in connection with your NCP ParkPass App (Customer Information) which is necessary solely to perform this contract with you. Our use of your personal data will be strictly in accordance with the requirements of applicable Data Protection Laws and our Privacy Policy. Our Privacy Policy is available here.

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

(i) to process your payment;

(ii) to enable third parties to carry out technical, logistical or other functions on our behalf; and

(iii) to provide you with requested information or correspondence, such as a response from us to an enquiry made by you.

(c) Unless you register for an account with us and opt in to receive marketing, we'll not send you any marketing materials or details of special offers.

(d) 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.

15. Variation of the Terms and Conditions and update to the NCP ParkPass App

(a) These Terms and Conditions cannot be varied except in writing by our Company Secretary and such variation will be published on the NCP ParkPass App. Nothing said or done by any of our employees is capable of varying these Terms and Conditions.

(b) From time to time we may automatically update the NCP ParkPass App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the NCP ParkPass App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the NCP ParkPass App.

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 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.

17. 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.

18. 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 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.

19. Subtracting, 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.

20. Customer contact centre

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

(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.

21. 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.