

# Season Tickets Terms and Conditions

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These Terms and Conditions set out the terms on which we will supply to you a Season Ticket. Please read these Terms and Conditions carefully as they will form the basis of the contract between us. By placing an Order for a Season Ticket or selecting "Register" on the NCP App or Website, you agree to be bound by these Terms and Conditions. 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 Sales [Sales.Admin@ncp.co.uk](mailto:Sales.Admin@ncp.co.uk) department or visit the **Help Centre** for more information (Option 1, Option 3).

If you are using the NCP 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. You must not use the NCP App whilst driving.

## 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.

"**ANPR**" means automatic number plate recognition.

"**Auto-renew**" means your active season ticket will automatically renew on the date of expiry allowing you to continue to park Your Vehicle in the Nominated Car Park for the next Period in accordance with these Terms and Conditions.

"**Commencement Date**" means the date from which your Season Ticket is valid (as notified to you by us or otherwise indicated on your Season Ticket).

"**Customer Personal Data**" means all information which identifies you or makes you identifiable and which is processed by us in connection with a Season Ticket.

"**Data Protection Laws**" means all applicable laws in force from time to time relating to the processing, privacy and use of Customer Personal Data, including the Data Protection Act 2018 ("**DPA**"), the UK GDPR (as defined in section 3(10) of the DPA) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and "**Process**" shall have the meaning set out in, and will be interpreted in accordance with such laws.

**“Exceptional Circumstances”** means (i) you lose your job; (ii) you are diagnosed with an illness that renders you unable to work or you suffer from a medical condition that affects your ability to drive; or (iii) you move house or change your primary place of work and, as a result, your Nominated Car Park is no longer suitable.

**“NCP App”** means the NCP app downloaded from the Apple Store or Google Play.

**“Nominated Car Park(s)”** means the car park (or car parks in the case of a Roving Season Ticket) nominated in your Order.

**“One-time purchase”** means a single season ticket purchase allowing you to park your vehicle in the Nominated Car Park for the required chosen Period and will NOT Auto-renew.

**“Order”** means your order for the purchase of a Season Ticket for your chosen Period made in accordance with these Terms & Conditions.

**“Period”** means the monthly, quarterly or yearly period as applicable to your Season Ticket.

**“Roving Season Ticket”** means a permit allowing you to park your vehicle in a number of different Nominated Car Parks for the required chosen Period.

**“Season Ticket”** means the season ticket held by you whether it is a Standard Season Ticket or a Roving Season Ticket.

**“Standard Season Ticket”** means a permit allowing you to park your vehicle in the Nominated Car Park for the required chosen Period.

**“your Vehicle”** means the vehicle with the vehicle registration mark associated with your Season Ticket.

**“Website”** means [www.ncp.co.uk](http://www.ncp.co.uk).

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.

References in these Terms and Conditions to statutory provisions shall (where the context so permits and unless otherwise expressly provided) be construed as references to those

provisions as respectively amended, consolidated, extended or re-enacted as may be the case from time to time (as the context requires) and to any orders, regulations, instructions, instruments or other subordinate legislation made under the relevant statutes.

## 2. Information about us

We are registered in England and Wales under company number 253240. Our registered office is at National Car Parks Limited, Saffron Court, 14B St Cross Street, London, EC1N 8XA. In certain car parks, we act as agent on behalf of the car park owner, which may be a group company, 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) If you place an Order on the NCP App or the Website via your NCP Account, the NCP App Terms and Conditions available on the NCP App or on our Website (as updated from time to time) also apply to your purchase and use of a Season Ticket and you must comply with those terms and conditions.

(b) By using your Season Ticket you are agreeing to be bound by and to comply with 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).

(c) Where you are contracting other than as a consumer and are purchasing a Season Ticket for use by your employees, officers, partners or agents, you shall ensure that, prior to their use of the Nominated Car Park(s) and Season Tickets, they have agreed to comply with these terms and conditions together with car park terms and conditions on display in the Nominated Car Park(s) and available on our Website (as updated from time to time). On NCP's request, you shall provide us with evidence of such agreement.

## 4. How the contract is formed

(a) **NCP App or Website:** If you place an Order on the NCP App or the Website, your contract will commence at the point at which payment has been processed and we have acknowledged your Order but your Season Ticket will not be valid until the Season Ticket Commencement Date selected by you which may be up to 30 days in advance of the date of purchase. After placing your order you will receive a receipt of purchase in an email.

(b) **By Telephone:** If you make an enquiry about purchasing a Season Ticket, we will confirm the agreed price by sending you a proposal which will be us making an "offer" to

you. To accept our offer, you will need to confirm to us by email or by telephone. This confirmation will be your Order. Your contract with us will be formed when we have taken your payment. Your Season Ticket will then be dispatched or otherwise made available.

If we are unable to offer you a Season Ticket for your Nominated Car Park(s), we may contact you to offer a suitable alternative.

## 5. **Consumer rights**

If you are contracting as a consumer (i.e. you are not making this contract in the course of business), you may cancel the contract at any time within fourteen days, beginning the day you purchase your Season Ticket or, in the case of a renewal, the day after your Season Ticket is renewed. If you decide to cancel your contract, you will receive a full refund of the price paid by you for your Season Ticket less any days used. To cancel the contract, you must inform us in writing at [npc.cancellations@npc.co.uk](mailto:npc.cancellations@npc.co.uk). Please note that this right to a refund does not affect your statutory rights.

## 6. **Personal and non-transferable**

Your Season Ticket is personal to you and specific to your Vehicle and is non-transferable. Save where we have expressly permitted it, you must not share your Season Ticket with any other person, including where the Season Ticket is issued digitally, by printing or screenshotting any code associated with it. Should you lose your Season Ticket, you will remain liable for any use until you contact us and we are able to cancel or disable it.

## 7. **Price and payment**

(a) **Price:** If you are a consumer, the price for the Season Ticket shall be inclusive of VAT. If you are a business customer, all costs and taxes will be detailed in the invoice.

(b) **Increase in prices:** We may increase our Season Ticket prices from time to time. We will notify you in writing either by post or email if our prices will increase in respect of the following Period. You can decide whether to allow your contract to renew for a new Period.

(i) if you purchased your Season Ticket within the NCP App or the Website you have the ability to switch the Auto-Renew function off, and a notification will be sent to you as soon as you disable your Auto-Renew function.

(ii) if you purchased your Season Ticket by telephone, You may then either:

- (a) give us notice in writing that you wish to cancel your Season Ticket by emailing [ncp.cancellations@ncp.co.uk](mailto:ncp.cancellations@ncp.co.uk) prior to the commencement of the new Period; or
- (b) do nothing, in which case the payment taken in respect of any subsequent Period will be increased in line with our price increase and your Season Ticket renewed for a further Period.
- (c) **Payment methods:** Payment for the first Period can be made by credit or debit card. Where you make payment through the NCP App or Website, a receipt will be sent to the email address registered to the account. Where you make payment over the phone, a receipt will not automatically be issued, however you may request one.

If your type of account includes a direct debit option or the option to register a payment card to your account, a non-refundable administration fee of £5 will be incurred for each subsequent payment using any payment method other than direct debit or automatic card payments. To avoid any additional fee, we would ask you to make payments by direct debit if your type of account allows. In order to set up a direct debit visit the **Help Centre** for more information. Option 1, Option 3 to set up a paperless direct debit instruction in accordance with the “Paperless Direct Debit Scheme”. Direct Debit is not available for NCP App or Website accounts.

For business customers, please note that all paper invoices will be subject to an administrative charge of £2.50 per invoice. To opt in to receiving electronic invoices, please email our telesales department or visit the **Help Centre** for more information. Option 1, Option 3.

(d) **Payment, Periods and term:** If you wish to purchase a Season Ticket from us one of the following shall apply:

(i) **Contracting as a Consumer:** If you are contracting with us as a consumer, your Season Ticket with us will commence on your Commencement Date.

Your first payment to us shall be an amount to cover the first Period. Your contract with us will last until the end of such Period and then renew automatically for further Periods of equivalent length unless and until cancelled by you or us pursuant to section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions.

**By NCP App or Website:** If you have purchased quarterly or monthly Season Tickets via the NCP App or Website, you have the ability to switch the auto-renew function on or off within your account. Payment for auto-renew Season Tickets may be taken up to 7 days

prior to the commencement of the next Period. Yearly Season Tickets purchased via the NCP App or Website do not auto-renew.

**By Telephone:** If you wish your contract with us to renew for a further Period, cleared funds will be required 10 days prior to the renewal of your Season Ticket for that further Period. If you have chosen to pay by direct debit, this will be automatically deducted from your account on a nominated date (which must be no less than 10 days prior to the renewal of your Season Ticket) unless you have opted to cancel your contract with us in accordance with section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions.

(ii) **Contracting other than as a Consumer:** If you are not contracting with us as a consumer, your Season Ticket with us will commence on your Commencement Date.

If you are paying monthly, your first payment to us shall be an amount pro-rated to cover the period from your Commencement Date to the first day of the subsequent calendar month plus a payment to cover the whole of such subsequent calendar month. Your contract with us will last until the end of such subsequent calendar month and will then renew automatically for further periods of one calendar month unless and until cancelled by you or us pursuant to section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions.

If you are paying quarterly, your first payment to us shall be an amount pro-rated to cover the period from your Commencement Date to the first day of the subsequent calendar month plus a payment to cover the whole of the subsequent period of 3 calendar months. Your contract with us will last until the end of such subsequent period of 3 calendar months and will then renew automatically for further periods of 3 calendar months unless and until cancelled by you or us pursuant to section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions.

If you are paying annually, your first payment to us shall be an amount pro-rated to cover the period from your Commencement Date to the first day of the subsequent calendar month plus the whole of the year from the first day of that calendar month. Your contract will last until the end of such year and will then renew automatically for further periods of one year unless cancelled by you or us pursuant to section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions.

When your contract with us renews, payment will be required on the 20th day of the calendar month prior to the end of the current Period. If you have chosen to pay by direct debit, your

direct debit payment is processed automatically on the 20th day of the calendar month prior to the end of the current Period.

(e) **Additional provisions in relation to direct debits:** If a claim for a direct debit payment fails for any reason, we will not re-present it to your nominated bank or building society. We will contact you to find out whether you would still like to purchase a Season Ticket. If you do wish to complete your Season Ticket renewal for a further Period, we will require payment of any outstanding sums by an alternative method, such as by BACS or credit/debit card. You will not be permitted to use your Season Ticket until payment has been made by contacting NCP customer services to arrange payment. If your bank or building society make any error in relation to your direct debit instruction, you may be entitled to a full refund from your bank or building society. If we make an error in relation to your direct debit instruction we will ensure that you are placed in a position as if we had not made that error. If we do not receive payment, we reserve the right to cancel the Season Ticket for non-payment.

## 8. Your Season Ticket

(a) Please remember that your Season Ticket does not guarantee you a space, entitle you to park in areas marked as reserved (whether for premier bay users or otherwise) nor confer upon you any element of exclusivity in or over any part of the Nominated Car Park(s).

(b) Once we are in receipt of your first payment for your Season Ticket we will send your Season Ticket to the address you have provided to us or digitally via the NCP App. Please note that there may be additional charges if you select a method of delivery other than first or second class post. If you do not receive your Season Ticket or code within a reasonable period, please let us know so that we can investigate and issue a replacement Season Ticket or code if necessary. If any Nominated Car Park uses ANPR technology, we may choose not to send you a physical Season Ticket but instead we will activate your Season Ticket for your Vehicle for that Nominated Car Park and we will notify you that we have done so.

We will send to you:

(i) Our receipted VAT invoice relating to the charge for the first Period for which payment has been made; and

(ii) If you have set up a direct debit with us, a schedule setting out the dates upon which we will be processing your direct debit payments.

(c) Your Season Ticket will permit you to park one vehicle only in the Nominated Car Park(s) at any one time. You must not, at any time, use the Nominated Car Park(s) as a storage facility for your vehicle or conduct any activity in connection with the selling, hiring, disposal of vehicles, provision of goods or services or any other business at the Nominated Car Park(s) without prior written permission from us, failing which we shall be entitled to immediately terminate all Season Tickets that you have with us at that time.

(d) Once your Season Ticket has been used to exit your vehicle from a Nominated Car Park, it cannot be used again to exit a different vehicle, which overlaps any part the parking session of the first vehicle. If you do attempt to use your Season Ticket in this manner, or if you are unable to produce your Season Ticket for any reason when exiting a Nominated Car Park, you will be charged at the prevailing daily tariff rate at the Nominated Car Park for the full length of the parking session. Please note that we reserve the right to review historical usage of your Season Ticket alongside CCTV footage to determine whether you have misused your Season Ticket and also pursue you for any loss that we have suffered as a result of any such misuse.

If any Nominated Car Park uses ANPR technology and you change your Vehicle during the Period you must notify us of the new vehicle registration mark before using your replacement vehicle in that Nominated Car Park.

Depending upon the type of car park your Nominated Car Park is, you may need to take another ticket from the machine at the entry/exit point to the Nominated Car Park, to allow you access. You will need to produce this ticket together with your Season Ticket to a car park attendant on exit to avoid having to make any additional payments.

(e) If you have purchased a three-day-a-week Season Ticket and you exceed the number of days your Season Ticket is valid for in the relevant Period, you must purchase or hold another valid form of ticket or parking permit for the duration of your stay(s). Failure to do so entitles us to charge you for your stay in accordance with the standard tariff at the car park together with an administrative fee. Where we identify persistent attempts to exceed the number of days, we reserve the right to terminate the Season Ticket without refund.

(f) The opening hours of your Nominated Car Park(s) are on display at the Nominated Car Park(s). We shall not be responsible for granting access to or egress from the Nominated Car Park(s) outside of these opening hours.

## 9. Use of your NCP account via the NCP App and our Website

(a) To register for and use a NCP App or Website account you must provide us with your name, valid email address, valid payment method details, mobile number and vehicle registration marks for your Vehicles. You may change any of the information in your account at any time. If you are using the NCP App or Website auto-renew feature, you must ensure your payment method is up to date and valid and you must ensure your Vehicle details are kept up to date.

(b) You must ensure that your login details are kept secure and are not disclosed to any unauthorised person. If you suspect that someone unauthorised has or is using your details or your account, you must change your password immediately and notify us by visiting the **Help Centre** for more information.

(c) Any QR or other code issued to you is personal to you and you must not share it with anyone else. You must ensure that you have your codes with you in order to use your Season Ticket as otherwise you will be charged the standard rate at the car park you are using.

(d) In order to ensure the full functionality of the NCP App and any products associated with it, you must ensure that you have the latest version installed. If the NCP App version you are using is out of date, you may be required to update the NCP App. We are not liable where we have released a new version and you have not installed it.

(e) The NCP App and the Website are not guaranteed to be available, free from bugs or uninterrupted at all times.

(f) The right to use the NCP App is personal to you and if you sell or otherwise dispose of any device on which the NCP App is installed, you must ensure that you delete the NCP App from the device. You remain liable for any use of the NCP App associated with your account.

(g) You can close your account at any time either via the NCP App or the Website portal, however any products including any Season Tickets associated with the account will be cancelled and not refunded.

(h) You will not:

- Copy the NCP App or Website except as part of the normal use of the NCP App or the Website or where it is necessary for the purpose of back-up or operational security

- Translate, merge, adapt, vary, alter, reverse-engineer or decompile the whole or any part of the NCP App nor permit the NCP App to be combined with, or become incorporated in, any other programs, except as necessary to the use of the NCP App on devices permitted within these terms.
- 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 App or the Website.

(i) All intellectual property rights in the NCP App and the Website throughout the world belong to us and the rights in them are licensed to you. You have no intellectual property rights in, or to, the NCP App or the Website other than the right to use them in accordance with these terms and conditions. You will not infringe our intellectual property rights or those of any third parties in relation to your use of the NCP App or the Website.

(j) We reserve the right to automatically delete your account in the event you have been inactive for a period of time after your last Season Ticket was active.

(k) When submitting vehicle registration marks in your NCP App or Website account, you must only submit vehicle registration marks for Vehicles that you either own or have full permission from the owner of the Vehicle to add to your account (e.g. if you intend to pay for the parking sessions of a Vehicle owned by a family member, with their full consent). If the owner of a Vehicle that you have registered in your NCP App or Website account withdraws their consent, you must promptly remove the vehicle registration mark for this Vehicle from your account.

## 10. Cancellation, renewals, refund policy and replacements

### (a) Cancellation by you

If you are a consumer and you did not cancel within the first 14 days in accordance with section 5 (Consumer rights), or if you are not a consumer, you may only cancel in the following circumstances:

*Please note 10(a)(i), (ii) and (iii) apply if you have purchased your Season Ticket via telephone/ If you have purchased your Season Ticket via the NCP App or the Website 10(a)(iv) will apply instead.*

(i) **Yearly Season Tickets purchased by telephone and paid in full prior to the commencement of the relevant Period** – You cannot cancel the Season Ticket at any time during the Period unless: (i) we have breached the agreement; (ii) Exceptional

Circumstances apply. You must give us at least 14 days' written notice of cancellation and we will require written evidence of your loss of employment, medical condition or new address/work location (whichever is relevant).

For renewal of your Season Ticket, we will send you an invoice approximately 7 weeks before the start of the next Period. Your Season Ticket will automatically renew and upon renewal you will be liable for the purchase price of a Season Ticket for the next Period unless you cancel within the first 14 days in accordance with section 5 (Consumer rights).

**(ii) Quarterly Season Ticket (including three-day-a-week Season Tickets) purchased by telephone and paid for in full prior to the commencement of the relevant Period –**

You cannot cancel the Season Ticket at any time during the Period unless: (i) we have breached the agreement; or (ii) Exceptional Circumstances apply. You must give us at least 14 days' written notice of cancellation and we will require written evidence of your loss of employment, medical condition or new address/work location (whichever is relevant).

For renewal of your Season Ticket, we will send you an invoice approximately 7 weeks before the start of the next Period. Our invoice will notify you that your Season Ticket will automatically renew and you will be liable to pay for the price of a Season Ticket for the next Period unless you cancel within the first 14 days in accordance with section 5 (Consumer rights).

**(iii) Monthly Season Ticket paid for in full prior to the commencement of the relevant Period –**

We will send you an invoice at least 21 days before the start of the next Period. Our invoice will notify you that your Season Ticket will automatically renew and you will be liable to pay for the price of a Season Ticket for the next Period unless you cancel within the first 14 days in accordance with section 5 (Consumer rights).

If your Season Ticket automatically renews, you will not be able to cancel it at any point during that subsequent Period and you will continue to be liable for purchase price of that subsequent Season Ticket. You must therefore notify us at least 14 days before the expiry of the then current Period if you do not want your Season Ticket to renew.

**(iv) Purchases via the NCP App or our Website**

Where you purchase your Monthly, Quarterly or Yearly Season Ticket through the NCP App or Website your Season Ticket will continue for the Period and you will only be permitted to cancel it if you have an Annual Season Ticket in the event Exceptional Circumstances apply. You must give us at least three months' written notice of cancellation and we will require

written evidence confirming your loss of employment, medical condition or new address/work location (whichever is relevant).

If you have turned on the Auto-renew function in the NCP App, your Season Ticket will automatically renew for the next Period. You can turn off the Auto-renew function up to midnight before the day immediately preceding the day your ticket would Auto-renew, however after that time you will be contracted for a further Period. As a digital product, we will not send you an invoice, however we may send you an email reminder or push notification, however it remains your responsibility to be aware of any renewal dates and Auto-renew status.

(b) **Cancellation by us** If you have purchased a yearly or quarterly Season Ticket, we may cancel the contract with you at the end of the then current Period, provided that we notify you no less than 60 days prior to the expiry of that Period.

If you have purchased a monthly Season Ticket, we may cancel the contract with you at the end of the then current Period, provided that we notify you no less than 14 days prior to the expiry of that Period.

(c) **Cancellation for breach** We may also cancel the contract with you at any time on notice to you if you or your employees, officers, partners or agents breach any of these Terms and Conditions, the car park terms and conditions for the Nominated Car Park(s), or if you or your employees, officers, partners or agents misuse your Season Ticket in any way, such as (for example but without limitation): (i) attempting to extract two vehicles from any one car park on the same Season Ticket; (ii) transferring or selling your Season Ticket to another person; or (iii) allowing another person to use your Season Ticket without our written consent.

(d) **Closure of your Nominated Car Park**

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

If you hold a Roving Season Ticket and one of your Nominated Car Park(s) closes for any reason you acknowledge that the Roving Season Ticket provides you with other suitable

Nominated Car Parks for your use and we shall be under no obligation to provide you with an alternative car park or any refund or compensation for the closure.

(e) **Refunds** Upon receipt of a valid notice from you, together with your Season Ticket, or a valid notice by us that the contract with you will be cancelled, we will (if applicable) reimburse you by a payment into the account from which payment for the Season Ticket was originally made or nominated bank account, in respect of any amounts to which you are entitled. Any refund will be calculated in accordance with this section 10 (Cancellations, renewals, refund policy and replacements) and will be based upon the unused portion of the relevant Period from the date upon which a valid notice of termination becomes effective, to the date upon which your Season Ticket expires, or if earlier, the end of the Period for which payment has been made.

You will not receive any refund where: (i) we cancel the contract as a result of your breach or misuse of your Season Ticket; (ii) where you or we cancel a Season Ticket which you pay for on a monthly basis; or (iii) where, in the case of a Season Ticket which you pay for on a yearly basis, the unused portion of the then current yearly Period is less than 90 days; or (iv) you have purchased a three-day-a-week Season Ticket and you use fewer than your nominated number of days in a Period (and in such event any unused days will not be carried over into any following period(s)).

All refunds shall be accompanied by a receipt and, where you are contracting as a business, will be made to the business rather than the individual contracting on behalf of the business.

No refunds will be issued if you mistakenly also pay for your parking at your Nominated Car Park whilst you have a valid Season Ticket.

(f) **Replacement cards** If your Season Ticket is lost or stolen, then we will issue a replacement provided that you visit the **Help Centre** for more information.

We will issue a first replacement Season Ticket free of charge. If your replacement Season Ticket is lost or stolen, we will be entitled to charge a £6 administration fee, which shall be payable to us at the time of each replacement request.

(g) **Defective cards** If your Season Ticket does not work for any reason we will send to you a free of charge replacement, provided that you visit the **Help Centre** for more information.

We will refund you in full against any charges you have incurred by parking your vehicle in the Nominated Car Park(s) during the period from the date upon which you notify us that your Season Ticket is defective to the date of receipt of a replacement Season Ticket,

provided that you provide us with evidence of parking, i.e. valid parking tickets or receipts and you continue to make payments to us when due in accordance with these Terms and Conditions. The limit on our obligation to you in paragraph 10(f) below will not apply to this provision.

## **11. Our liability**

(a) We will use reasonable skill and care in providing you with your Season Ticket and performing our other obligations under the contract. However our responsibility to you is limited and we will only be responsible to you as set out below.

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

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

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

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

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

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

(e) Where you are contracting as a business we also accept no responsibility to you for loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the contract, or for any liability incurred by you to any other person for any economic loss, claim for damages or awards howsoever arising.

(f) Except as provided in the last paragraph of section 10 (Cancellations, renewals, refund policy and replacements) of these Terms and Conditions where no limit on our responsibility

will apply, 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 £1000.00 (one thousand pounds).

## **12. Communications**

You acknowledge that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing.

You must ensure that any notifications required to be made by you in accordance with these Terms and Conditions are made in writing. All notices must be sent to our registered office address, details of which are set out in section 2 (Information about us) of these Terms and Conditions.

## **13. Data protection**

Please see our Privacy Notice available <https://www.ncp.co.uk/help-centre/website-terms-and-conditions/privacy-and-cookie-policy/> for details of how we Process your Customer Personal Data in accordance with Data Protection Laws.

## **14. Waiver**

If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under 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.

A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

## **15. Severability**

If any 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.

## **16. Circumstances beyond our reasonable control**

We reserve the right to defer delivery of your Season Ticket, or to cancel the contract with you, if we are prevented from or delayed in the carrying on of our business and our obligations under the 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, provided that, if the circumstances beyond our reasonable control continue for a continuous period in excess of 3 months, you shall be entitled to give notice in writing to us to cancel the contract.

## **17. Variation of these Terms and conditions**

We may need to change these Terms and Conditions, particularly to reflect changes in law or best practice or to deal with additional features which we introduce. Any changes will be published on our Website and we will give you at least 30 days' notice of any change. 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. If you do not accept the notified changes you can cancel your Season Ticket by giving us not less than 14 days' written notice prior to the date such change takes effect and we will refund you the unused portion of the relevant Period in accordance with paragraph 10(e).

## **18. Subtracting, assignment and third party rights**

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

Any person who is not a party to the 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 the contract can be varied and the 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.

## **19. Entire agreement**

Where you are contracting as a consumer, your statutory rights are unaffected.

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

These Terms and Conditions and any document expressly referred to in them represent the entire agreement with you and supersedes any prior agreement, understanding or arrangement with you, whether oral or in writing.

We each acknowledge that, in entering into the contract, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations prior to entering into the contract except as expressly stated in this contract.

**20. 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.

**Last updated:** 11 May 2023