

London Borough of Brent: Parking Season Tickets

July 2016

TERMS & CONDITIONS

1. Introduction

USERS ARE REQUESTED TO READ THESE TERMS AND CONDITIONS AND THE TERMS & CONDITIONS OF ENTRY AND USE OF THE NOMINATED CAR PARK AS THEY SET OUT THE BASIS ON WHICH WE WILL PROVIDE YOU WITH A SEASON TICKET AND FORM THE BASIS OF YOUR CONTRACT WITH US. BY PLACING AN ORDER FOR A SEASON TICKET, YOU AGREE TO BE BOUND BY THEM.

2. Definitions

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

Any references to “**the Council**”, “**we**”, “**us**” and “**our**” shall be a reference to the London Borough of Brent’s Parking Department.

“**Commencement Date**” means the date on which the Customer commences their use of the Nominated Car Park

“**Customer**” means any user of the Nominated Car Park other than the Employee(s)

“**Employee**” means any full time or part time employee of the Council or Council School who apply for or use the Nominated Car Park under a salary surrender scheme

“**Month**” means a 30 day period and “**Monthly**” shall be construed accordingly

“**Nominated Car Park**” means the car park operated by the Council which your Season Ticket relates to

“**Order**” means an order for the purchase of a Season Ticket placed by you by submitting an application form via our website

“**Permit Administrator**” means the contractor administering season ticket permits on behalf of the Council

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

“**User**” means Employees and Customers who use the Nominated Car Park in accordance with these terms and conditions and those displayed at the Nominated Car Park and “**Users**” shall be construed accordingly

“**Wembley Event Days**” means any day of the week on which there is an event taking place in Wembley Stadium

“**Year**” means any twelve month period and “**Yearly**” shall be construed accordingly.

3.1 Terms applicable to Employees Only

3.1.1 Eligibility:

- (i) All Employees are eligible to apply for an annual parking Season Ticket
- (ii) The Council will only issue one Season Ticket per vehicle per Employee at any given time.

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3.1.2 Payment

- (i) Current HMRC regulations allow a salary sacrifice scheme to be operated for parking at or near the place of work. These regulations are subject to change by the HMRC and are not the responsibility of the Council
- (ii) The Council's Payroll Department will deduct the payment for the Season Ticket issued to an Employee from the Employee's salary/wages each month
- (iii) The first deduction of the Season Ticket payment will be made from the first month after the Season Ticket has been issued
- (iv) Any outstanding balance on an Employee's Season Ticket must be repaid before that Employee leaves the Council or School by deduction from that Employee's wages/salary
- (v) Any outstanding balance not repaid before the Employee leaves the Council's or School's employment will be treated as a debt owed to the Council and interest will be charged on it at the NatWest Banks personal loan rate. Debt recovery agencies may be employed to recover the debt unless reasonable repayment arrangements are agreed. Please note that this may affect the credit ratings of the Employee when/if they wish to make applications for loans or other purchasing agreements in the future

3.1.3 Term, Extension and Termination

- (i) Season Tickets are issued to employees on a Twelve (12) Monthly basis.
- (ii) If an Employee ceases to be employed by the Council, then that Employee will no longer be entitled to a Season Ticket under the salary surrender scheme.
- (iii) Employees wishing to exit from the season ticket scheme before the end of the twelve (12) Months contract period must notify the Permit Administrator by giving one (1) Month prior notice.
- (iv) Employees wishing to extend their season ticket beyond twelve (12) months must renew it before the expiry date. Employees that fail to renew their season ticket before it expires may make a new application, which will be subject to an eligibility check and the availability of parking space in their chosen car park.

3.2 Applicable to Customers only

3.2.1 Eligibility:

- (i) An individual or a Company (on behalf of their employee(s)) is eligible to apply for a Season Ticket
- (ii) Where the Customer is a Company, the Council is willing to issue more than one Season Ticket to the Company but on the basis of one Season Ticket per vehicle (registration number).

3.2.2 Price and Payment

- (i) **Price:** The up-to-date Season Ticket prices are set out on the Council's website at www.brent.gov.uk. The Council may increase the Season Ticket prices from time to time

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- (ii) **Payment:** Customers can pay for their Season Ticket by using their Debit/Credit Card, and by following the instructions on the website/application form.

3.2.3 Term, Extension and Termination

- (i) Season Tickets are issued to customers on either a Twelve (12), Six (6) or Three (3) Monthly basis.
- (ii) Customers wishing to exit from the season ticket scheme before completing the contract period must notify the Permit Administrator, by giving the Permit Administrator one (1) Month written notice.
- (iii) Customers that exit from the season ticket scheme before completing the contract period will be given a refund based on a pro-rata numbers of days remaining on their Season Ticket, once the notice period has been taken into account.
- (iv) Customers wishing to extend their season ticket beyond the contract period are required to renew it before the expiry date. Customers that fail to renew their Season Ticket will be required to make a new application, which will be subject to the availability of parking space at the Nominated Car Park.

3.3 General Terms applicable to All Users

3.3.1 Season Tickets will:

- (i) be subject to availability of parking space at the Nominated Car Park;
- (ii) only be valid for the Nominated Car Park and the vehicle registration number specified by the User;
- (iii) permit the User to park in designated bays within the Nominated Car Park, as denoted by signage or bay markings;
- (iv) not entitle the User to park in pay and display only bays, disabled bays, motorcycle bays, parent and toddler bays and electrical vehicle charging bays;
- (v) be administered on a 'virtual' permit basis and there will be no requirement for the User to display a physical permit on the vehicle windscreen;
- (vi) not be transferable;
- (vii) be valid from Monday to Sunday, including on Wembley Event days and Bank holidays

3.3.2 Whilst a cap will be placed on the number of Season Tickets sold, it does not guarantee a User availability of a parking space.

3.3.3 It is the responsibility of the User to inform their Permit Administrator of any change in vehicle. Failure to do so may result in the issuance of a penalty charge notice.

3.3.4 As part of the Council's Policy to prevent fraud and misuse of permits, proof of vehicle ownership may be requested at any time after the issue of a Season Ticket. Failure to cooperate may result in cancellation of the Season Ticket. The Council will investigate and prosecute any cases of suspected fraud or misuse of the scheme.

3.3.5 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

3.3.6 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 or other disposal of vehicles.

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- 3.3.7 If it appears that your vehicle has either been abandoned in our car park, or if your vehicle is identified as not having up to date vehicle tax, we have the right to contact the relevant authorities to request that your vehicle is removed. Before we do so, we will write to you to let you know that we have contacted the relevant authority to request that they do so. We will send our letter to the last known address of the registered keeper of your vehicle.
- 3.3.8 The Council does not offer a discount for any alternatively fuelled vehicles.
- 3.3.9 It is the User responsibility to ensure that their vehicle is parked within the confines of each designated parking bay.
- 3.3.10 The Council reserve the right to review the price of Season Tickets on a Yearly basis.

3.4 Liability

- (i) The Council will not accept liability in respect of any loss, theft of or from, or damage to the vehicle of the Users and others in the Nominated Car Park.
- (ii) The Council will not accept liability in respect of the death of, or personal injury sustained by or caused by the Users or others in the Nominated Car Park

3.5 Securing your Vehicle and possessions

Unless requested by the Council or one of its employees, servants or agents not to do so, please ensure that before you leave the Nominated Car Park:

- (a) Your vehicle is securely locked and the windows are securely closed
- (b) Any fitted alarm, steering lock or similar device is engaged.
- (c) Wherever possible please take your possessions with you when you leave your vehicle.
- (d) If you have to leave possessions in your vehicle do not leave them on the seats where they are visible. Put them out of sight in the boot ensuring it is locked.

3.6 Safety in the Car Park and Courtesy to other Users

- (a) Please drive carefully in the Nominated Car Park and obey all directional signs and speed limits.
- (b) After you have parked your vehicle please proceed to the nearest point of egress from the Nominated Car Park. Do not wander around the Nominated Car Park.
- (c) Adults are reminded to keep a careful eye on children and requested not to permit them to play in the Nominated Car Park.
- (d) Should you damage another User's vehicle, you are to take appropriate measures to notify the User whose vehicle you damaged. Remember that your car may one day be damaged, so please treat such incidents with the same courtesy as you would hope to receive.

3.7 Cancellation of Season Ticket by the Council

- 3.7.1 If you have purchased a Season Ticket, the Council may cancel the contract between you and the Council at the end of the contract period, provided that we notify you no less than 60 days prior to the expiry.

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- 3.7.2 The Council may also cancel your Season Ticket at any time with prior notice to you if you breach any of these Terms and Conditions or misuse your Season Ticket in any way, such as (for example but without limitation) (i) attempting to use the Season Ticket for another vehicle that it was not issued for, or (ii) transferring or selling your Season Ticket to another person or allowing another person to use your Season Ticket.
- 3.7.3 If 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, we may cancel the Season Ticket. In such circumstance we will endeavour to give you one (1) month's notice or such notice as we are reasonably able to provide in the circumstance.
- 3.7.4 Where the Season Ticket is cancelled due to a breach by the User as set out in 3.7.2, the Council shall not refund any payments made by the User
- 3.7.5 Where the Season Ticket is cancelled as a result of 3.7.3, the Council shall 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. We do not issue refunds by cheque. Any amount to be reimbursed will be calculated pro rata i.e 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.

3.8 Force Majeure

The Council reserves the right to defer the date for performance of, or payment for, the use of the Nominated Car park, or to terminate this agreement, if it is prevented from making the Nominated Car Park available for use by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the User or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors

OUR CONTACT:

You can contact us on:

Brent Parking Service
Unit 20-22
Whitby Avenue
Park Royal
London
NW10 7SF

parking.permits@brent.gov.uk