

# 1. Terms and Conditions

## Parking Permits

2. Permits are only available for vehicles with a maximum length of 6.5m, maximum height of 2.5m and a maximum weight of 5 tonnes. Permits which are vehicle specific may only be used for the vehicle to which the permit is assigned as indicated in the application form to obtain the permit. The person making the application will be the permit holder to whom the permit is issued.
3. Permits are restricted per household. The maximum number of permits that can be purchased per eligible household is limited to the following;
  - three resident permits
  - one Visitor Household permit
  - three Event Day permits
  - two Event Day Visitor permits
  - one Visitor permit for zones W,E and T.
4. The maximum number of permits that can be purchased per eligible business or organisation is limited to the following;
  - three business permits (business or business livery permits)
  - three Event Day business permits
  - three Business permits for zone LP
  - three Business Address permits for zone LP
  - three Doctors permits
  - up to twenty Event Day place of worship or schools permits.
5. If a paper permit has been issued it must be clearly displayed in the windscreen of the vehicle to which it relates, so that the particulars on the permit are readily visible from the front near-side of the vehicle windscreen. Failure to display clearly may result in the issue of a Penalty Charge Notice. Where a virtual permit (electronic permit) has been issued, there is no need to display anything on the vehicle. However applicants must ensure their permit application is received and processed by the Council. This will be evidenced by a permit reference number which is available from the permit holder's online parking account.
6. Permits are NOT transferable from one person to another. Permits remain the property of the Council and the permit holder must surrender the permit to the Council if required to do so. Vehicle specific permits are only valid for the vehicle shown on the permit. Visitor permits (Visitor Household, Event Day visitor and visitor permits for zones W, E and T) can only be used by bona fide visitors visiting the permit holder.
7. A permit does not give the permit holder the right to park outside their particular house/property or work place, nor does it guarantee the availability of a parking space.
8. Resident permits enable the holder to park in any resident or permit holder bay or shared use (Resident/Permit Holders and Pay & Display) bay within the Zone shown on the permit. The visitor household permit allows parking in any resident or permit holder bay or shared use bay, only in the street / part of the street within the Zone shown on the permit. Business permits enable the permit holder to park in a business bay or permit holder bay or shared use bay within the Zone identified on the permit. Vehicles must be parked within the markings or the permitted bays or spaces available.
9. Charges for parking permits in Brent are as notified by the Council on its website and other means of notification to the public and permit holders.
10. A resident, visitor or business permit does not entitle a holder to park in: Pay & Display only bays; Loading bays; Doctor bays; Taxi ranks; Disabled bays; Personalised Disabled Bays; Motorcycle bays; Car club bays; Yellow line restrictions; a different zone within the borough from that shown on the permit; a Controlled Parking Zone operated by another borough (unless specific authorisation is given in writing by either Borough); Suspended bays (it is the permit holders responsibility to check that the bay is not suspended on a daily basis).
11. The driver should always check the signs and that the bay is not suspended before parking to ensure that the vehicle will be parked legally and within the bay markings. On Wembley Stadium Event Days, additional event related restrictions come into force and will be displayed via signage in the streets. Failure to check and comply with the signage and notices in the streets and failure to park legally may result in the issue of a Penalty Charge Notice and removal of the vehicle.
12. Permits must be surrendered if the holder changes address or ceases to own or use the vehicle for which the permit was issued.
13. Business permits must be surrendered if the holder ceases to work for the business, the business ceases trading or relocates outside of the Zone, or the holder ceases to own or use the vehicle for which the permit was issued.
14. A new permit must be sought in the event of a change of vehicle. Any change of vehicle must be notified immediately to the Council's Parking Service and the original permit must be surrendered.
15. The house/premises ("property") to which the permit application relates **MUST NOT** be in a car free development area. A "**Car Free Development**" is a special area covered by an agreement made

under **Section 106 of the Town & Country Planning Act 1990**; or is a development area for which planning permission has been granted and there is a condition that the area is to be kept car free. Therefore, occupants of properties in this area are not entitled to parking permits issued by the Council. Any existing permits issued must be surrendered when an area becomes a Car Free Development or the Council may revoke permits already issued if a property becomes part of a Car Free Development. This may be done on immediate notice.

16. It is the responsibility of the permit holder to renew the permit on time. Any renewal reminders (letters, messages or emails) may be sent as a courtesy and are not a legal requirement. The permit holder remains fully responsible for permit renewal, regardless of whether they have or have not received a renewal reminder.
17. Permit holders who surrender their permits shall be entitled to a refund of up to a maximum of one third of the remaining value of the permit.
18. As part of the Council's Policy to prevent fraud and misuse of permits, proof of address and proof of vehicle ownership can be requested at any time after the issue of a permit. Failure to co-operate and to provide the Council with the necessary information may result in cancellation of the permit.
19. If a permit is lost, stolen, destroyed, defaced or mutilated, the permit holder must notify the Parking Service immediately and the permit will cease to be valid. A replacement permit will be issued for the unexpired period of the original permit and an administration fee of £15 will be charged.
20. The Council reserves the right to cancel a parking permit where the vehicle owner is identified as a Persistent Evader of payments for contraventions of parking regulations or the Council's requirements in relation to use of Parking Permits. A vehicle owner can be classed as a 'Persistent Evader' if there are three or more recorded contraventions in respect of the same vehicle within the Borough of Brent in the period of up to five years, and the penalties due for these contraventions have either not been paid in full, have not been represented or appealed against by the vehicle owner within the statutory time limits, or the representations and appeals for the owner have been rejected and they have still not paid the penalties due in full.

## **"Alternatively Fuelled" Vehicles**

21. Alternatively fuelled vehicles include a vehicle that is powered by an energy source separate or in addition to petroleum (petrol) or diesel. Examples can include hybrid vehicles (whereby a small petrol or diesel engine is accompanied by an electrical power source/motor, liquefied petroleum gas (LPG) and natural gas power sources. Brent Council does not offer a discount for any alternatively fuelled vehicles.
22. Brent Council will use DVLA records to ascertain a vehicle's CO2 emissions in order to calculate the cost of a resident emissions based parking permit.

## **Visitor Parking**

23. Resident's visitor parking permits may now be purchased for two hour, four hour or all day parking sessions.
24. Visitor parking permits can be used to activate a parking session either online, by SMS, using the Council's automated telephony service, or by telephoning the Parking Service Contact Centre.
25. Parking sessions can be booked in advance either online or by telephoning the Contact Centre. Parking sessions booked using SMS or the automated telephony service will start at the time of booking.
26. Visitor parking permits are only available for use by residents who receive genuine visitors at the address relevant to the permit.
27. A visitor parking permit is only valid if the vehicle registration number, date and time that parking is required is supplied to the Council. The permit is only valid for use in the Controlled Parking Zone shown on the permit.
28. Parking is only permitted on street in any resident or permit holder bay or shared use bay during controlled hours (as displayed on street signs, within the Zone specified on the permit).
29. A visitor parking permit does not allow parking in off street car parks, in designated on street Business bays, Disabled bays, Personalised Disabled Bays, Car Club Bays, Doctors bays, Loading Bays, Pay and Display only bays, Suspended Bays, Housing Estates or other private land, or on yellow lines.
30. The booking of a parking session using a visitor parking permit does not guarantee the availability of a parking space.
31. No refund will be given for any unused and /or expired visitor parking permits.
32. The use of parking bays may be suspended by Police Officers, Civil Enforcement Officers or duly authorised Council Officers at any time without notice. Civil Enforcement officers or Council officers can request to inspect parking permits at any time.
33. Vehicle must be parked wholly within parking bay markings.
34. Visitor parking permits are issued subject to the relevant Traffic Management Orders of the London Borough of Brent and may be subject to change in the future.
35. Visitor parking permits are NOT FOR RESALE, and are not transferable.
36. A maximum of 300 all day visitor parking permits may be purchased per annum per household.

## Privacy Notice

37. You are providing your information to Brent Council, contact details [Parking.permits@brent.gov.uk](mailto:Parking.permits@brent.gov.uk). The Council's Data Protection Officer can be contacted via [dpo@brent.gov.uk](mailto:dpo@brent.gov.uk) , or 020 937 1402.
38. Your information is collected for the purpose of administering parking controls or schemes including data supplied in an application (or renewal) for a Parking Permit for the purposes of parking administration, management, and enforcement including investigation of possible parking and traffic contraventions or related offences or for any purpose relating to the parking services offered in the borough of Brent. The data may also be used for these purposes by Brent Council's agents and contractors and may be disclosed to enforcement agencies or other London authorities for these purposes.
39. The Council is under a duty to protect the public funds it administers, and to this end the information may be shared with law enforcement agencies and other bodies responsible for auditing or administering public funds for the purpose of prevention and detection of fraud.
40. The information shall be retained for Four years and shall be processed in adherence to your legal rights, including but not limited to the right to withdraw consent, right to copies of your information and right to be forgotten. You have a right to lodge a complaint with the Information Commissioner's Office ([www.ico.org.uk](http://www.ico.org.uk)).
41. Further information can be found at [www.brent.gov.uk/privacy](http://www.brent.gov.uk/privacy)

## General Notice

42. The Council will investigate any cases of suspected fraud or misuse of the permit and visitor parking schemes. If we find evidence of fraud or misuse we will suspend the account holder's parking account and withdraw the facility to purchase permits. We may also cancel permits (including visitor parking permits) already purchased, which may render the vehicle owner liable to pay a Penalty Charge and possible vehicle removal & storage fees. We may also prosecute where we consider that fraud or intentional misuse has taken place.
43. To the extent legally permissible the Council excludes liability for damage, loss or injury howsoever caused to any person, property or any vehicle or its load or content whilst in any parking space or on entering or leaving the parking space, whether such entry or exit is under the control of the vehicle driver, the Council or any third party.
44. By applying for or purchasing any type of permit (including visitor parking permits), the applicant accepts the Council's terms and conditions. The London Borough of Brent reserves the right to amend these terms and conditions for parking permits, application procedures and parking charges at any time.