

## **Season Ticket Parking Contract Terms and Conditions**

### **1 Introduction**

- 1.1 Each Contract Season Ticket Parking Permit or Pass issued by Cheshire West and Chester Council will allow the holder to use one parking space in the car park selected on the application.
- 1.2 The car parks where contract parking is available and any particular conditions that apply are detailed in the attached schedules for the areas of Chester, Ellesmere Port and Northwich/Winsford.
- 1.3 The costs of each contract space and the available methods of payment that apply for each car park are detailed on the relevant application forms. These can be downloaded from the Council's website.
- 1.4 There are no allocated contract parking spaces and the Council cannot guarantee that a parking space will always be available.

### **2 Use of Permits:**

- 2.1 The permit/pass is only valid for use in the car park selected on the application.
- 2.2 Where a paper permit is issued it must be clearly displayed inside the windscreen of the vehicle at all times when parked in the car park, such that all printed details are visible from the outside.
- 2.3 A paper permit can record a maximum of two registration numbers. Alternatively, and with the agreement of both parties the permit can be issued recording 'various' to allow the permit to be transferred to any vehicle authorised by the contract holder. Duplicate permits will not be issued.
- 2.4 All vehicles under contract must be parked in accordance with the regulations specified by the relevant Off-Street Parking Order. Summary details are shown on the car park notice boards, but copies can be provided on request from Parking Services.
- 2.5 Penalty Charge Notices will be issued for failing to comply with either the car park regulations or the terms and conditions of the contract where applicable.

### **3 Cancellations:**

- 3.1 Either party can cancel with a month's notice in writing after the end of the first month of the contract.
- 3.2 Contract holders choosing to cancel will be liable to pay a £10 administration fee for processing the request together with the charge for the whole of the month in which the contract is terminated.

- 3.3 Where the contract holder has paid in advance, any refund calculation (including the £10 administration fee), will be based on the number of month's unused on the contract. This will, however, exclude the month in which the contract is terminated **or** where a paper permit has been issued, when that permit has been returned to and received by Parking Services. Any postal delays are at the risk of the contract holder.
- 3.4 The Council reserves the right to suspend or terminate any contract (or individual permit/pass):
- 3.4.1 if it is established that the contract holder, or any party authorised by them, have misused, or attempted to misuse, the contract permit/pass, which remains at all times the property of the Council;
- 3.4.2 if the contract holder fails to pay any invoice sent, or to honour any standing charge/direct debit arrangement agreed with them. In such circumstances the contract holder may also be liable to pay the full amount of the contract sum.
- 3.5 Any vehicle continuing to park using a cancelled or suspended permit/pass will be liable to enforcement action in accordance with the car park regulations.
- 3.6 In the event that the whole or any part of a car park is closed, either permanently or for an extended period due for example to necessary works, the Council may be able to transfer existing contract holders to an alternative car park with their agreement. If this is not possible it may be necessary to terminate the contract by notice in writing.

#### **4 General**

- 4.1 Only private cars and vans under 3.5T gross vehicle weight are permitted to use a permit/pass issued under a contract.
- 4.2 All contracts are subject to spaces being available. Where the Council are unable to offer a contract, an alternative location may be suggested or the applicant may choose to be added to a waiting list. The Council undertakes, when spaces become available, to contact those parties on any waiting list in the chronological order in which they have been added. In such circumstances where the applicant chooses to take a contract on an alternative car park, they will be given the opportunity to transfer to their preferred location. This would be subject to payment of an administration fee of £10 for pay on foot car parks (where passes are issued) and £25 for pay and display car parks (where paper permits are issued), subject to the return of any paper permits issued under the original contract.

4.3 The Council reserves the right at any time to:

- 4.3.1 alter season ticket charges in accordance with appropriate Council policies and procedures for review and decision making. In such circumstances, new charges would only be applied should the contract holder renew at the expiry of their contract.
- 4.3.2 add or remove car parks from the schedules listing locations where contract season ticket parking is provided.
- 4.3.3 vary the means of operation of any car park by which contract holders are enabled to use that facility. In such circumstances, contract holders will be notified and fully informed of the changes in advance.

4.4 Contract holders will be invited in writing to renew approximately six weeks prior to the expiry date of their contract, unless the Council are unable, for whatever reason to do so. In such circumstances, the contract holder will be informed in writing of the reasons.

4.5 Vehicles parked under contract must at all times be roadworthy with valid road tax, insurance and MOT.

4.6 Any lost or damaged permit/pass requiring replacement must be notified to the Council in writing:

- 4.6.1 Lost passes will incur a £10 administration fee and will be replaced within one working day of notification/payment being received;
- 4.6.2 Any permit/pass requiring replacement as a consequence of damage must be returned to the Council before a replacement can be issued. If it is established that the damage has been caused by any deliberate act or misuse by the contract holder, or any party authorised by them, the Council may require payment of a £10 administration fee before a replacement can be issued. Replacement passes will be issued within one working day, unless it is determined that the administration fee should apply in which case it will be issued when payment is received.
- 4.6.3 The Council will not be liable for any additional costs incurred by the contract holder, or any party authorised by them, as a consequence of the replacement of any lost or damaged permit/pass.

4.7 Vehicles are left at the owner's risk. The Council accepts no liability for any loss, injury, damage to persons, vehicles, accessories or contents, unless caused by the negligence, wilful default or breach of duty of the Council or its servants or agents

4.8 Cheshire West and Chester Council will process information received in respect of contract season ticket applications in accordance with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. The authority will use any data collected for the purpose of processing and validating the contract and other associated purposes. We are required by law to protect the public funds we administer. We may share/check the information provided with other bodies responsible for auditing or administering public funds, in order to prevent and detect fraud. These bodies include other council departments, other public authorities and other enforcement agencies.

## **Chester Area Car Parks**

All contracts in this area will start from the date requested by the applicant, or as agreed with Parking Services and may run for either six or twelve months. Contracts may be purchased for use either five or seven days a week. All five-day contracts will allow parking on Monday-Friday only.

All car parks (with the exception of Frodsham St - details below), currently operate on the basis of "pay on foot". A pass card will be issued for each space purchased under contract to operate the entry and exit barriers. Advice on the use of the pass and operation of the barriers will be issued to customers at the commencement of their contract.

Application forms and advice on charges are available for download from the Council's website. Please contact Parking Services on 0300 123 7024 or by email ([parking@cheshirewestandchester.gov.uk](mailto:parking@cheshirewestandchester.gov.uk)) to check availability before applying.

Contract Season Tickets may be purchased for the following car parks only:

### **Watergate Car Park**

**New Crane Street, Chester, CH1 4JE**

### **Garden Lane Car Park**

**Garden Lane, Chester, CH1 4EN**

### **Frodsham Street Car Park**

**Frodsham Street, Chester, CH1 3JJ**

This car park is restricted for use by Blue Badge holders and Season Ticket holders only during the hours 7am to 6pm daily. Season Ticket holders will be issued with a permit that must be displayed inside the windscreen of the vehicle whilst parked.

### **Little Roodee Car Park**

**(off Castle Drive), Chester, CH1 1SL**

The car park is closed for the first two weeks in May when the Annual Fair is in residence. Details will be publicised in advance by notices in the car park. Alternative Council car parks can be suggested during the closure period; however, the customer will be required to pay the daily fees and to comply with the regulations shown on notice boards wherever they choose to park.

### **Brook Street Car Park**

**Brook Street, Chester, CH1 3HU**

### **New Market Car Park**

**Hunter Street, Chester CH1 2AR**

## **Ellesmere Port Area Car Parks**

All contracts in this area start from the first day of the calendar month in which the application is received as indicated on the application form. If the applicant wishes to defer the start date to the first of the following month this should be made clear at the time of application.

Contracts can be for three, six or twelve months only.

All car parks in this area currently operate as pay and display. A paper permit will be issued for each space and for the period under the contract. The permit must be displayed inside the windscreen of the vehicle.

Applicants can choose the number of days and specify the days of the week on which their contract will apply. This will be recorded on their permit.

Application forms and advice on charges are available for download from the Council's website. Please contact Parking Services on 0300 123 7024 or by email ([parking@cheshirewestandchester.gov.uk](mailto:parking@cheshirewestandchester.gov.uk)) to check availability before applying

Contract Season Tickets may be purchased for the following car parks only:

### **Civic Centre Car Park**

**Civic Way Service Road, Ellesmere Port, CH65 0AX**

### **Shrewsbury Road Car Park**

**Shrewsbury Road, Ellesmere Port, CH65 0AJ**

### **Westminster Car Park**

**Off Princes Road, Ellesmere Port, CH65 8BA**

## **Northwich and Winsford Area Car Parks**

All contracts in this area will start from the date requested by the applicant, or as agreed with Parking Services and may run for either six or twelve months.

Contracts may be purchased for use either five or seven days a week. All five day contracts will allow parking on Monday-Friday only.

All car parks in this area (with the exception of Memorial Hall – details below) currently operate as pay and display. A paper permit will be issued for display inside the vehicle for each space and for the period under the contract.

Application forms and advice on charges are available for download from the Council's website. Please contact Parking Services on 0300 123 7024 or by email ([parking@cheshirewestandchester.gov.uk](mailto:parking@cheshirewestandchester.gov.uk)) to check availability before applying.

Contract Season Tickets may be purchased for the following car parks only:

### **Memorial Hall Car Park**

**Chester Way/Brockhurst Street, Northwich, CW9 5QJ**

Memorial Hall Car Park operates on the basis of "pay on foot". A pass card will be issued for each space purchased under contract which will operate the entry and exit barriers. Advice on the use of the pass and operation of the barriers will be issued to customers at the commencement of their contract.

### **Verdin Car Park**

**Castle Street, Northwich, CW8 1BG**

### **Watermans Car Park**

**Venables Road, Northwich, CW9 5RT**

### **Victoria Club Car Park**

**Crum Hill, Northwich, CW9 5JD**

### **Cumberland Car Park**

**Leicester Street, Northwich, CW9 5LA**