

This car park is provided under, section 33 (7) of the Road Traffic Regulation Act 1984 and is governed by a Traffic Regulation Order made under that Act and enforced by Reading Borough Council. Copies of the current Traffic Regulation Order setting out the full conditions and contraventions applicable to this car park can be obtained by contacting Reading Borough Council, Civic Offices Bridge Street Reading RG1 2LU

CAR PARK TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY RELATE TO YOUR USE OF THIS CAR PARK.

1. DEFINITIONS

In these terms and conditions:

"us" "we" and "our" means Reading Borough Council of Civic Offices, Civic Offices Bridge Street Reading RG1 2LU; and

- (a) "vehicle" means the vehicle which enters into the Car Park and includes any electronic or mechanically propelled device on wheels or tracks, along with its standard manufacturer's equipment and accessories.

2. OUR LIABILITIES

We are responsible for using reasonable skill and care in the operation of the Car Park. However, that responsibility is limited and we are only liable as set out in (a) and (b) below and have no other liability to you.

- (a) We are liable for any death or personal injury arising from our direct negligence or that of our servants or agents. Nothing in these Terms and Conditions shall exclude that liability.
- (b) Except as set out in condition 3(a), we are only liable for losses which:
- (i) are reasonably foreseeable at the time of entering into a contract with you on the basis of these Terms and Conditions; or
 - (ii) which occurs as a result of our negligence or that of our servants and agents; or
 - (iii) which occurs as a result of our failure to comply with these Terms and Conditions.

Please note that although we have acknowledged the above responsibilities to you; you should note that public car parks are open to everyone. We therefore cannot guarantee that people will not enter into the Car Park and cause damage to property or engage in criminal or anti-social behaviour. Accordingly, you park in our Car Park(s) at your own risk. "We do not guarantee the security of your vehicle and/or its contents"

3. CLAIMS AND COMPLAINTS PROCEDURE

- (a) If your vehicle sustains damage or if you lose it or any of your possessions go missing from the vehicle whilst it is in the Car Park, you should:
- (i) immediately inform a member of our staff at the Car Park or contact Customer Services on 0118 937 3787
 - (ii) in the case of theft, immediately inform the police and obtain an incident reference number for your personal records;
 - (iii) notify your insurers promptly and provide them with the police incident reference number.
- (b) If you believe that you have a valid claim against us you must write to our Parking Services Department within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting a claim we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility as set out in condition 2 above.
- (c) If you wish to make a claim or to register a complaint about the service that you have received please write to the Parking Services Department at Reading Borough Council, Civic Offices Bridge Street Reading RG1 2LU

4. SECURITY OF YOUR VEHICLE

- (a) It is your sole responsibility before leaving any of our Car Park's to ensure :
- (i) That your vehicle is securely locked;
 - (ii) That all the windows of your vehicle are securely closed;
 - (iii) That if your vehicle is fitted with an alarm, steering lock, or other security device, that it is properly engaged.
- (b) Where CCTV cameras are installed in any of our Car Parks they are used to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We are obliged by law to display signage in the Car Park advising you that CCTV cameras are in operation. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in Car Parks where CCTV is installed.

5. POSSESSIONS

- (a) Wherever possible please take your possessions with you when you leave your vehicle.
- (b) If you do leave possessions in your vehicle, you do so at your own risk. Therefore, please do not leave them where they are visible. You should lock them in the boot or in an equivalent, secure, out-of-sight storage area within your vehicle.
- (c) You are reminded that your motor insurance policy may not cover possessions in your vehicle. It may however be possible to arrange separate insurance cover for such possessions and we encourage you to do so.
- (d) If you have any high value possessions in your vehicle, you are advised to secure them properly through other options available to you before using our car Park.

6. COURTESY TO OTHER CUSTOMERS

If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle, insurance-contact and any other details that may be relevant to the incident.

7. SAFETY IN THE CAR PARK

- (a) Please drive carefully in the Car Park and obey the directional and other displayed signs.
- (b) Car parks can be dangerous. After you have parked your vehicle you must proceed immediately to the nearest passenger lift, staircase or exit, following the recommended pedestrian route (if any). You must not, in any circumstances, exit the Car Park by walking under a vehicle exit barrier, or against any oncoming traffic.
- (c) Do not delay your exit from the Car Park and please supervise your children and pets who must be kept under your control at all times in the Car Park.
- (d) For safety reasons you are not entitled to remain in your vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing your vehicle.

8. TICKETS (ONLINE, VIRTUAL, SEASONAL, AND PERMITS)

- (a) The parking ticket issued to you is only valid for the vehicle which is parked in our car park. It is not transferable or resalable to anyone else. A ticket (including seasonal, online and virtual tickets) does not entitle you, unless otherwise specified, to any specific space in our Car Park(s) or to grant you any priority over other customers. Upon entry to any of our Car Park(s), if you are unable to find a space for your vehicle then you should exit immediately to prevent any parking charges from arising.
- (b) In a pay and display car parks you must do one of the following:
 - (i) purchase a ticket before leaving your vehicle in the Car Park and ensure that the ticket is clearly displayed in the windscreen of the vehicle, Or
 - (ii) Obtain a "FREE" ticket, if applicable before leaving your vehicle in any of our car parks and ensure that it is clearly displayed in the windscreen of the vehicle (Please note that free tickets come with restrictions and conditions of use which you have a responsibility to check thoroughly beforehand because their use is restricted to specific car parks) Or
 - (iii) clearly display in the windscreen of the vehicle a season/virtual ticket valid for the Car Park and comply with the season or virtual ticket's terms and conditions;
 - (iv) before leaving the Car Park, purchase the time you require to use the Car Park using either the online, pay-station, ticket machine or telephone cashless parking service in accordance with its terms and conditions.

In all other car parks you should take your ticket with you to make it more difficult for someone else to remove your vehicle without your consent.

- (c) Purchasers of Online and virtual tickets must do one of the following:
 - (i) Register an online account through www.reading.gov.uk (for season tickets) or through the third party parking contractor by going to "www.myringgo.co.uk" which will require you to provide a valid email address, register a personal confidential password, provide your name, address, telephone number and registration of a valid payment card of your choice.
 - (ii) Thereafter you will be prompted to register a maximum of up to three vehicles although you will only be able to use one vehicle at a time in any of our car parks.
 - (iii) Once you have been registered you will be prompted to select a car park of your choice.
 - (iv) Select a start date and end date of your choice Or alternatively a time period and date you wish to park for Or alternatively the duration of the ticket desired which can consist of one, three or twelve months respectively.
 - (v) Once these details have been entered you will be prompted to authorise payment by entering the relevant details of your registered Bank Payment Card, which only you are meant to know.
- (d) Customers who purchase online and virtual tickets are deemed to purchase their tickets on an invitation to treat basis which means that;
 - (i) The moment you use the third party application to purchase any online parking ticket to use a Council car park, you accept that you will comply with our terms and conditions.
 - (j) You are indicating that you have full capacity and authorisation to pay for the transaction which is clear confirmation of your intention to use the Council car park.
 - (iii) You accept that you are getting an immediate service which is non-refundable resulting in a virtual ticket, which is not physical, but electronic and registered with our Parking Enforcement Service.
 - (iv) You accept that the transaction is non-transferable and that any issues with payment remain between you and the owner/operator of the trade marked and registered third party application which is more commonly referred to as software.
 - (v) You do not require a physical ticket because your details have been passed to us thus authorising your use of the car park owned by Reading Borough Council on terms, which include the issue of a Virtual ticket as explained in Paragraph d(iii) above.
- (e) Purchasers of Season Tickets are able to purchase one, three and annual season tickets to use in all the Councils car parks, except "Queens Road and Broad Street Mall Car Parks" which issue physical Parking Permits only;

This means that customers must:

- (i) Pre-order their tickets at least ten working days in advance of the start date and time they require them by going to www.reading.gov.uk and look for the "Online Permit System" where you will be required to create an account and log in details by providing a valid email address, register a personal confidential password, provide your name, address, telephone number and registration of a valid Bank payment card of your choice
- (ii) Once you have been registered you will be prompted to select a car park of your choice.
- (iii) Select the duration of the season ticket you require which can consist of one, three or twelve months respectively.
- (iv) Once these details have been entered you will be prompted to authorise payment by entering the relevant details of your registered Bank Payment Card, which only you are meant to know.

- (v) A Permit will then be sent out to your registered address endorsed with the applicable start and end times.
- (vi) All customers who use the Councils web-site accept that they will abide by the terms and conditions of use by not disclosing their account details to others or disclosing their passwords and other sensitive personal information to any third party.
- (vii) All customers accept that it is their responsibility to ensure that their personal details are kept safe and secure at all times as the Council will not accept liability for any loss of details that does not result directly from themselves and their equipment.
- (viii) By using the Councils Online Permit system, Customers accept that they have full capacity and authorisation to pay for their transaction which is clear confirmation of their intention to use a Council car park.

(f) Renewals, Amendments, Replacement Loss, Cancellation And Theft Of Season Tickets And Permits.

Renewals

- (j) All customers have the responsibility of ensuring that they process the renewal of their season Parking tickets at least ten clear working days in advance of the expiry of their existing tickets, by ensuring that all their personal details are correct and current.
- (ii) The Council will not accept any liability for late processing or vagaries of the postal system, which they do not control, and which customers engage with at their own risk.
- (iii) Where customers change their vehicles, home addresses or their Bank Payment cards expire, they accept that it is their personal responsibility to notify the Council of all pertinent changes by accessing and updating their Online Parking Permit account as soon as possible

Loss/Theft & Replacement Of Season Tickets And Permits

- (iv) Customers who lose their season tickets and permits must notify us immediately in writing at the Council address referred to in Paragraph 3 (c) of these terms and conditions or alternatively via email to "carpark.enquiries@reading.gov.uk" where we will reissue a replacement ticket upon payment of a £40 fee, which applies to all lost season tickets and permits.
- (v) In the event that a customer's season parking ticket or permit has been stolen, we will issue a free replacement so long as a Police Crime reference number is provided as clear satisfactory proof that the matter has been reported.
- (vi) Replacement tickets at Items f (IV) above will only be posted out to customers upon the £40 replacement season ticket/permit fee and if any days have been missed they will not be refunded.

Cancellation of Season Tickets And Permits

- (vii) Any customers who wish to cancel their parking season tickets and permits are advised to liaise with us in writing at the address referred to in paragraph 3(C) above or alternatively by email to "carpark.enquiries@reading.gov.uk".
 - (viii) Where any refunds are due, they will only be paid back into the Bank account of the payment card used to purchase the season parking ticket/permit, which will be by way of a Bank to Bank transfer.
 - (ix) Refunds will be calculated on a diminishing basis which means that you will only be entitled to a proportion of the remaining value of the period purchased so long as we receive your written request for cancellation no later than 12.00 Noon on any working day.
 - (x) The Council will not process any cancellations on weekends, Bank holidays, and Public holidays so it is in your best interest to act in a timely manner at all times.
 - (xi) Refunds will not be processed for monthly season tickets, unless the start date has not commenced
 - (xii) A £40 administration charge will apply for each season ticket/permit cancelled that will be deducted from the amount refunded.
- (g)** If you cannot produce your ticket or season ticket on departure you will be charged the full rate applicable or part thereof that your vehicle has been in the Car Park. The duration of the vehicle's stay within the Car Park will in such circumstances be finally and ultimately determined by us, which may mean that you end up with a Penalty charge notice, if you have been there for longer than the maximum period allowed.

9. Consumer Protection (Distance Selling) Regulations 2000

The provisions of the Consumer Protection (Distance Selling Regulations 2000 do not apply to the purchase of any Car parking tickets which means that no refunds will be given because all tickets are purchased by you on an invitation to treat basis and you receive an immediate service which is available to you. This means that the Council is instantaneously performing its obligations bringing it within the provisions of Section 19 of these regulations, and removing the option for cancellation from the moment you pay for your parking or enter on to any Council Car park.

10. DISCLAIMER

Customers are requested to note that Ringgo Parking, the Ringgo parking application and the Ringgo logo are the intellectual property and trademark of Cobalt Technologies Limited of Basingstoke and thus registration and use of their software and parking application is governed by separate terms and conditions which have nothing to do with Reading Parking services.

11. PARKING CONTRAVENTIONS

- (a) It is important to the effective management of the Car Park:
 - (i) that you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed or using a diesel car in a space designated for electric car charging).
 - (ii) that you park properly within a marked bay;
 - (iii) that, in relation to pay and display locations, you comply with the requirements set out at paragraph 8b and your vehicle does not remain in the Car Park for longer than the duration allocated (if free) and paid for (Where applicable); and
 - (iv) that you comply with all signs displayed in the Car Park.
- (b) If you do not comply with these requirements then we may issue you a Penalty Charge Notice of any amount prescribed by statute currently £50 or £70 (as applicable).
- (c) If you are issued with a Penalty Charge Notice it will be given to you or attached to the windscreen of your vehicle. If payment is received within 14 days of the Penalty Charge Notice being issued, the amount of the charge will be reduced. For further details please see your Penalty Charge Notice.

- (1) If your vehicle is a scooter or motorcycle please note that you should only park in the designated special motorcycle/scooter parking bays which are specifically provided at Valpy Street, King's Road, Oxford Road (near Thorn Street), St Mary's Butts (Central Island), The Forbury (Central Island) and Oxford road (East of Wantage Road) in addition to other spaces to be found around the town centre.
- (d) Payment may be made by one of the methods detailed in the "HOW TO PAY" section of the Penalty Charge Notice. Please quote your vehicle registration number and Penalty Charge Notice number when making payment.
- (e) Failure to pay the Penalty Charge Notice in 28 days from the date of service of the Penalty Charge Notice may result in a "Notice to Owner" being served on the owner of the vehicle. For further details please see your Penalty Charge Notice.
- (f) We may request and obtain the vehicle owners personal details from the DVLA should you fail to make payment. We will use your personal details only for the purpose of taking relevant steps to recover full payment of any outstanding Penalty Charge Notice's.
- (g) If you consider that we have wrongly issued a Penalty Charge Notice you may challenge it, by writing to the address detailed on the Penalty Charge Notice itself. If you challenge the Penalty Charge Notice within 14 days and the challenge is rejected, we will generally extend the period, within which the reduced Penalty Charge may be paid, at our discretion. For further details please see your Penalty Charge Notice.

12. ACCESS AND RE-LOCATION OF VEHICLES

- (a) We reserve the right to refuse the admission of any vehicle to the Car Park and may use a lawful authority to ban or remove from the Car any vehicle by whatever method we consider reasonable in the interests of Public protection, health and safety, emergency access or to prevent property damage and anti-social behaviour.
- (b) We reserve the right to move vehicles within the Car Park, by driving or using whatever method we consider appropriate (even if, as a consequence, damage is caused to your vehicle) to such extent as is reasonably necessary for the purposes of ensuring safety to other users, property, to avoid obstruction or for the more efficient arrangement of our parking facilities.
- (c) We additionally reserve the right, where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to use lawful authority to remove any vehicle at any time to any other reasonably convenient Car Park within our control or otherwise as may be expedient at the time or alternatively to a public Highway if no other car parks are available.
- (d) To the extent that it may be necessary to do so in the exercise of the rights conferred upon us under this condition, we reserve the right to drive or otherwise take your vehicle onto a public highway. In doing so we will take reasonable care of vehicle, whilst in possession of it.

13. TARIFF

The parking fees payable by you may be regulated by traffic orders or byelaws and shall be as displayed on the tariff board/machine at the Car Park. You are obliged to pay the fee and to comply with any instructions on the tariff board.

14. PAYMENT AND DISPOSAL OF ABANDONED VEHICLES

- (a) If you intend to leave your vehicle in the Car Park for more than 28 days we recommended that you notify us in writing in advance of your intention to do so.
- (b) We reserve the right to sell any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the Car Park for more than 28 days without prior notification and authorisation and which is not known to be covered by a current valid season ticket.
- (c) Before proceeding with the disposal of abandoned vehicles, we will:-
 - (i) make reasonable enquiries with a view to identifying and contacting the registered owner of the vehicle in question;
 - (ii) give 28 days' notice of our intention to dispose of the vehicle to the registered owner by pre-paid post addressed to the owner's last known address held by the DVLA.
- (d) Abandoned vehicles will be sold by auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and in connection with such sale we shall be entitled to charge reasonable daily storage charges which accrue in respect of the period during which the vehicle is in our possession.
- (e) Any balance of these sales proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on presentation of proof of entitlement.

15. PROHIBITED ACTIVITIES

- (a) You must not tow any vehicle into the Car Park except as part of the services offered by persons authorised to do so by us and no work including the cleaning/washing of vehicles by you or your agent is permitted without our prior written permission. In the event of a vehicle breakdown you must contact Reading Borough Council Parking Services to ensure that your vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.
- (b) No activity is permitted in connection with the selling, hiring or disposal of vehicles, goods or services in the Car Park without our prior written permission.
- (c) No siphoning of fuel, refuelling or car battery charging is permitted in "ANY" of our car parks except for the use of the charging ports provided for rechargeable electric cars.
- (d) If any equipment in the Car Park is damaged by you, your vehicle or passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the full cost of that repair and associated administrative costs from you.

16. VARIATION OF THE TERMS AND CONDITIONS

No variation of these terms and Conditions will be considered effective unless confirmed in writing by us. Nothing said or done by any of our employees is also to be deemed capable of varying these Terms and Conditions.

17. GENERAL

Each of these Terms and Conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.

18. GDPR AND DATA PROTECTION

We may utilise CCTV footage and or notes made by parking service attendants of your vehicle for purposes of maintaining the safety of property and persons in the car park or to trace your current address from DVLA records in the event that a breach of these terms and conditions occur. We shall not use any of your personal data for any other purposes, nor retain it for longer than we are statutorily allowed to.

19. PRIVACY STATEMENT

Reading Borough Council's full Data Protection privacy statement can be viewed by visiting our web address at <http://www.reading.gov.uk/dataprotection>