

PARKING PERMIT TERMS AND CONDITIONS

These Parking Permit Terms and Conditions together with the details in the Application Form and the Car Park Terms and Conditions set out the terms on which we will supply you with a Parking Permit (“the Agreement”). These terms tell you who we are, how we may change or end the Agreement and other important information. Please read the Agreement carefully before you submit your application to us. It is your responsibility to ensure that the information provided to us in your Application is correct. Please keep this Agreement in a safe place. If you have any comments or queries please contact us by e-mail : permits@ipserv.co.uk or telephone 01473 432222.

All applications will need to be submitted via our Online Application Portal. You can have multiple permits associated with one Account. Permits are Virtual Permits, which means you will not receive a physical permit.

If you are applying for Parking Permits on behalf of your employees, we will class these as business Parking Permits. If you are purchasing a permit for your own personal use we will class this as a consumer Parking Permit.

1. Defined Terms

Any references to “us” or “we” shall be a reference to IPSEV Limited.

“**Annual**” means any 12 month period.

“**ANPR**” means Automatic Number Plate Recognition which is used in our Car Parks for the purpose of parking enforcement.

“**Application**” means your completed parking permit application form.

“**Commencement Date**” means the date from which your Parking Permit is valid as per your confirmation email.

“**Confirmation Email**” means the email you will receive once your application has been accepted and payment has been made.

“**Car Park**” the Car Park listed in the Application.

“**Car Park Terms and Conditions**” the terms and conditions on display at the Car Park from time to time.

“**Days**” means a 24 hour period from midnight (00:00) to 23:59.

“**Initial Period**” as detailed in the Application.

“**Monthly**” means a calendar month.

“**Monthly Parking Permit**” means a Parking Permit for successive one month periods paid for at the time of approval by IPSEV.

“**Online Application Portal**” refers to the website at <https://ipserv-app.zatpermit.com/applicant> where electronic Applications for Parking Permits can be made,

“**Period**” means the period for parking that you have selected in the Application which may be Annual, Quarterly or Monthly.

“Parking Permit(s)” means a permit or permits available to car park users allowing you to park a vehicle or vehicles as specified in the Application in the Car Park during the Period. **Parking Permits** are virtual permits issued via the Online Application Portal, you will not be issued with a physical permit.

“Parking Charge Notice” is an invoice issued by IPSEV to users who do not comply with the Car Park Terms and Conditions of the relevant Car Park.

“Price” the price for the Period indicated on the Application.

“Privacy Policy” our privacy policy as updated from time to time and published on our website.

“Quarterly” means a three month period.

2. Company Information

We are IPSEV Limited, a company registered in England and Wales with company number (10633959). Our registered office is Grafton House, Russell Road, Ipswich, United Kingdom, IP1 2DE and you can contact us by writing to our registered office or by using one of the contact methods published on our website www.ipsev.co.uk.

3. Car Park Terms and Conditions

For Consumers

By Using your Parking Permit as a consumer, you agree to be bound by and to comply with the terms of the Agreement.

For Businesses

If you are contracting with IPSEV as a business and not as a consumer, your organisation agrees to be bound by and to comply with the terms of the Agreement. Where the Parking Permits are used by your employees, agents, partners or officers, you must obtain their agreement to comply with the Parking Permit Terms and Conditions and the Car Park Terms and Conditions prior to parking in the Car Park. You must provide us with evidence of the agreement with your employee(s) should we ask you to supply such evidence to us.

4. Our Agreement

Your Application for a Parking Permit, is an “offer” by you to us to purchase a Parking Permit in accordance with the terms of the Agreement. All Applications are subject to acceptance by us. If your Application is approved, you will be prompted to make a payment. The payment is made via our Online Application Portal, once a payment is made your Application is complete.

If we cannot accept your Application we will inform you of this in writing.

5. Consumer right to Change Your Mind

If you are contracting as a consumer, you have a right to cancel your Agreement with us at any time within 14 days, beginning on the Commencement Date of your Parking Permit. If you decide to cancel your Agreement, you will receive a full refund of the price paid by you for your Parking Permit less any days used. To cancel the Agreement you must inform us in writing (you may use the cancellation form attached to the Application) by e-mail to permits@ipserv.co.uk or by delivering or posting a letter addressed to IPSERV Limited, Grafton House, Russell Road, Ipswich, IP1 2DE. Your Parking Permit will be deactivated with immediate effect once your cancellation notice is received by us. Please note that this right to a refund does not affect your statutory rights.

6. Non-Transferable Parking Permits

All Parking Permits are personal to you and they are not transferable in any circumstances.

7. Price and Payment

Price

The price for the Parking Permit is as stated on the Application and is inclusive of VAT and any costs associated with the application process.

Payment

You must make payment for a Parking Permit electronically via the Online Application Portal. Once your Application is approved by IPSERV, you will receive an email requesting you to make a payment, which can be made by debit or credit card on the Online Application Portal.

Once IPSERV receives your payment, the Period of your Parking Permit will commence on the Commencement Date and your Agreement with IPSERV will terminate on the last DAY of the selected Period unless it is renewed or cancelled in accordance with this Agreement.

8. Your Parking Permit

- (a) A Parking Permit does not guarantee a parking space.
- (b) A Parking Permit permits one vehicle to park in the Car Park at any one time.
- (c) You must not, at any time conduct any activity in connection with the selling hiring, disposal of vehicles, provisions of goods or services or any other business at the Car Park.

- (d) We may during the Period install ANPR technology at the Car Park and we will notify you by email prior to any installation. If you no longer wish to use the Car Park due to the use of ANPR, you should advise us immediately by email and you will have a right of cancellation (see below).
- (e) If you replace your vehicle during the Period you must update your details via the Online Application Portal with the new vehicle registration mark before using your replacement vehicle in the Car Park.
- (f) It is your responsibility as the Parking Permit holder to ensure your details are accurate in relation to your Application on the Online Portal Application at any time. The consequences of failing to update your details or to ensure they are accurate at all times may result in IPSERV issuing a Parking Charge Notice to you.
- (g) By using your Parking Permit you are agreeing to the use of ANPR technology by IPSERV subject to our Privacy Policy.
- (h) The opening hours of the relevant Car Park are on display at the relevant Car Park.

9. Cancellation, Renewals, and Refund Policy

(a) Cancellation by You

Cancelling as a Consumer

You have statutory rights as a consumer to change your mind in certain circumstances. Please refer to Clause 5 (Consumer Right to Change Your Mind).

If you wish to cancel, you may also do so in the following circumstances:

- (i) If you have an Annual, Monthly or Quarterly Parking Permit you may only cancel your Parking Permit within the Initial Period if one of the following circumstances apply and on giving us 30 days written notice:
 - We are in breach of this agreement; or
 - You suffer an illness or condition preventing you from driving, working or continuing in further education; or
 - You lose your job or place in full time education; or
 - We have installed ANPR technology in the relevant Car Park since you applied for the Parking Permit and you no longer wish to use the Car Park for that reason.

In all cases you must provide evidence of the circumstances which apply.

Cancelling if you are a Business

You may cancel your Agreement in the following circumstances:

- (i) If you/ your Personnel have an Annual, Monthly or Quarterly Parking Permit you may only cancel your/they Parking Permit within the Initial Period if one of the following circumstances apply and on giving us 30 days written notice:
- We are in breach of this Agreement; or
 - One of your Personnel with the relevant Parking Permit suffers an illness or condition preventing them from driving, working or continuing in further education; or
 - One of your Personnel loses their job or place in full time education; or
 - We have installed ANPR technology in the relevant Car Park since you/one of your Personnel applied for the Parking Permit and they no longer wish to use the Car Park for that reason.

In all cases you must provide evidence of the circumstances which apply.

(b) Cancellation by Us

We may cancel the Agreement with you immediately at any time by emailing you if you or your Personnel breach any of these terms and conditions, the Car Park Terms and Conditions, or if you or your Personnel misuse your Parking Permit in any way.

(c) Closure of the Car Park

(i) The Car Park may be closed (in part) during the Period temporarily for inspection, works of improvement, installation, maintenance or where required and for emergency repairs or in the case of other emergency, provided that where reasonably possible we shall provide reasonable written notice of such intended closure.

(j) If during the Period IPSEV at any time stops managing the Car Park or the Car Park is fully closed and IPSEV is unable to offer you a suitable alternative, or you chose not to accept an alternative car park, then either party may cancel the Agreement. IPSEV will use reasonable endeavours to give you 30 days' notice or such other reasonable notice period as we are able to give in the circumstances.

(d) Renewals

Parking Permits do not renew automatically; however, you will receive an email from us when your/your Personnel's Parking Permit(s) is due to expire. You will need to submit a new Application for each Period via the Online Application Portal.

(e) Refunds

Should the Agreement with IPSEV be cancelled in accordance with clauses 9(a), (b) or (c) above, we will reimburse you by way of payment into your nominated bank account. Any refund will be based upon the unused portion of the Period from the date upon which a valid notice of termination becomes effective, to the date upon which your Parking Permit expires if you have paid Annually, Quarterly, or Monthly.

(f) Parking Permit Changes

As the Parking Permit holder you are responsible for updating and ensuring your details are accurate via our Online Application Portal. If you require additional changes which can not be completed via the Online Application Portal we reserve the right to issue a fee of £15 which is payable at the time of each change.

10. Our Responsibility for Loss or Damage Suffered by You

10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen.

10.2 Nothing in this agreement limits any liability which cannot legally be limited. This includes but not limited to liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; and for fraud or fraudulent misrepresentation.

10.3 Where you are contracting as a business we accept no responsibility 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 Agreement, or any liability incurred by you to any other person for any economic loss, claim for damages or awards howsoever arising.

10.4 IPSEV's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance

of this Agreement shall in all circumstances be limited to £1,000, except as provided in clause 9(d) (Refunds).

11. Data Protection

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website www.ipserv.co.uk.

12. Contacting You

You have provided your e-mail address to us as part of your Application, and by doing so agree to receiving communications and information from us by e-mail. You agree that any legal requirement that communication be in writing is met by providing you an electronic copy of that document.

13. Other Important Terms

(a) You are not entitled to assign, charge, sub-contract or transfer the Agreement or any part of it without our prior written consent.

(b) We may transfer our rights and obligations under this Agreement to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Agreement within 30 days of us telling you about it.

(c) This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

(d) Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

(e) If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14. Entire Agreement

THIS CLAUSE DOES NOT APPLY TO YOU IF YOU ARE A CONSUMER

(a) This Agreement and the documents referred to in it constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15. Law and Jurisdiction

This Agreement 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.

Ipserv Limited, registered number (10633959)

Registered Address – Grafton House, Russell Road, Ipswich, Suffolk, IP1 2DE

Ipserv Limited is a local authority trading company controlled by Ipswich Borough Council