



## **Terms and Conditions – Parking Management Scheme RL4**

These terms and conditions and the agreement between the applicant and London Borough of Hillingdon (“the Council”) shall be binding on the applicant and apply in relation to the services and parking products offered by Parking Services for the Parking Management Scheme RL4.

### **1. All Permit Types**

- 1.1. This section applies to all permit types in addition to their specific sections contained within these terms and conditions.
- 1.2. All parking permits are virtual (except Carers Permits), which means that there is no need to display anything in the respective vehicle. Civil Enforcement Officers (CEO) will be able to check whether a vehicle has an active permit using their hand-held devices.
- 1.3. Parking permits are only valid for use in designated bays/spaces for the assigned zone – RL4 (permit holder only bays or shared use bays that can be used by both permit holders and motorists who pay to park by obtaining a ticket) within a Parking Management Scheme (PMS). The vehicle must be parked without obstruction of dropped kerbs or yellow lines otherwise a Penalty Charge Notice (PCN) may be issued and the vehicle may be removed by the Council.
- 1.4. The issue of any permit does not guarantee the user a parking space within the PMS RL4.
- 1.5. The Council has the right to suspend parking spaces at any time.
- 1.6. The Council will usually advise if on-street parking is going to be disrupted or suspended, although this is not always possible. In such circumstances, warning notices will normally be put up 72 hours in advance at the relevant parking spaces. Emergency suspensions may be introduced at any time. Vehicles must not be parked where parking has been suspended, as a PCN may be issued, and the vehicle may be removed.
- 1.7. The applicant is solely responsible for renewing their parking permit before it expires. The applicant can renew their permit up to 28 days prior to its expiry date.
- 1.8. Applications for permits will not be accepted by post, except for exceptional circumstances.
- 1.9. If required, the applicant will support their parking permit application by providing the documentation outlined in the application process.

- 1.10. The Council will request proof of address and vehicle ownership at the point of application, with further details located on the London Borough of Hillingdon website: <https://www.hillingdon.gov.uk/article/9248/Parking-Permits---RL4>. Proof must be in the same name and address as the permit application and/or account holder. The Council may review the documentation supplied and can request further information if address or vehicle ownership cannot be validated. The Council also reserves the right to revoke the permit if the additional information is not received within 14 days of the request being made.
- 1.11. If the applicant transfers or sells the vehicle to a new keeper, the permit will no longer be valid. The new keeper of the vehicle will be required to apply for a new permit.
- 1.12. The applicant will notify the Council of any changes in their circumstances which may affect the validity of the parking permit including but not limited to:
  - a) a change of address within the Borough;
  - b) leaving the Borough; and
  - c) sale or disposal of the vehicle.
- 1.13. Parking permits issued by the Council remain the property of the Council and an applicant is required to return any such permits (if applicable) to them if asked to do so by a Council officer or an authorised officer on behalf of the Council.
- 1.14. The Council reserves the right to withdraw, invalidate or refuse to issue a permit if;
  - a) it becomes apparent that a permit issued by the Council is improperly held or is being improperly used;
  - b) there is any default in payment of the Council's appropriate charge for the permit (if applicable);
  - c) the vehicle in which the permit has been applied for exceeds the height of 2.3 metres in height and/or 5.3 metres in length.

## **2. Vehicle Requirements**

- 2.1. The vehicle which a parking permit is applied for must not exceed 2.3 metres in height and/or 5.3 metres in length. Any parking permit issued to a vehicle which exceeds this height and/or length restriction may be revoked.

## **3. Property Requirements**

- 3.1. The address/property against which a parking permit is applied for must:
  - a) be the applicant's sole or main residence;
  - b) fall within the boundaries of a PMS as defined by The London Borough of Hillingdon; and
  - c) not be a car free or car restrained development (i.e. a property not entitled to apply for parking products from the Council) as defined by the property's planning permission (section 106 agreement) unless otherwise specifically permitted.

## 4. Resident Permits

- 4.1. Resident parking permits are valid for 12 months.
- 4.2. Only one resident permit is permitted per vehicle per Parking Management Scheme within the London Borough of Hillingdon.
- 4.3. Foreign vehicles will not be permitted to have a resident parking permit for longer than 12 months unless proof that the vehicle has been registered with the DVLA is provided.
- 4.4. The annual permit charge as detailed in 4.4 relates to the number of vehicles at a property that require a permit and are assigned to applicants on a first come, first serve basis. Therefore applicant one will be able to obtain resident 1st permit, applicant two can obtain resident 2nd permit and so on. Provided permits are renewed before they expire the permit sequence (e.g. the order in which they were initially applied for and the charges therefore associated to them) will remain the same. Renewing permits after they have expired may result in the sequence of the permit charging changing.
- 4.5. Charges

- 4.4.1 Resident parking permits charges apply to the number of permit holders per household. These charges are per address as defined by the Local Land Property Gazetteer (LLPG).

Type	Price
First Permit	£0
Second Permit	£0
Third Permit	£0
Fourth Permit	£0
Fifth + Permits	£0

- 4.4.2 Residents who no longer require a permit can cancel it by accessing their digital permit account.

## 5. Resident Visitor Vouchers and Free Visitor Vouchers

### 5.1. Visitor Vouchers

- 5.1.1. Permitted residents within a PMS are allowed to apply for and obtain visitor vouchers, any residents in restricted properties as described in 3.1 (c) are not permitted to purchase visitor vouchers.
- 5.1.2. Visitor permits are sold in batches of 10 virtual sessions. Sessions cannot be purchased individually but only in the quantities detailed below:

Type	Quantity	Price	Price per session
All Day Voucher	10 sessions	£0	£0

- 5.1.3. Visitor sessions can only be activated against vehicles, belonging to or being used by a person visiting the resident of the parking management scheme, in which the vehicle's overall height cannot exceed 2.3 metres.

5.1.4. Paper visitor vouchers or virtual visitor sessions can only be used by bona fide visitors visiting the permit address. Visitor vouchers or sessions are not for resale, and are none transferable.

5.1.5. Applicants will be required to apply for a visitor permit, which gives the ability to obtain up to 50 all day visitor voucher sessions. These voucher sessions are then valid for the duration of the visitor permit period. If residents require a further 50 visitor voucher sessions, then a second visitor permit needs to be applied for and so on. Properties have an annual limit of 450 visitor voucher sessions.

## 5.2. Free Visitor Vouchers

5.2.1. The Council offers 10 free visitor vouchers a year to all Hillingdon resident properties (as defined by the LLPG data set) within a PMS. Residents are able to obtain their free 10 vouchers by accessing their electronic permit account. The vouchers are only available per property (not account holder) on a first come first serve basis.

5.2.2. Vehicles in which a visitor voucher session is assigned to, can park in any resident or shared use bay within the PMS in which the property of the applicant is located.

5.2.3. The allocation resets upon renewal of the first visitor permit held at the property.

## 6. Carer Permits

6.1. Residents who live within an PMS who receive care can apply for a carers permit. The applicant will be required to provide proof of their care during the application process, which will be reviewed at the discretion of the Council.

6.2. Carers' parking permits are issued by the Council in a paper format which is posted to the applicant's address. The Council takes no responsibility for permits lost in the post.

6.3. If a permit is lost or destroyed the applicant can apply for a replacement permit but a charge does apply, please refer to 6.4.

### 6.4. Charges

Type	Price
Permit (new and renewal)	£0
Replacement for lost permit	£20

6.5. Carers' parking permits are for the sole use of the applicant's carers and must only be displayed in a vehicle which is being used by the carer to deliver care to the applicant at the time that the permit is displayed. At all other times the permit must be retained by the applicant.

6.6. A carers' parking permit must be displayed in the vehicle so that it is clearly visible from the front or nearside of the vehicle. Failure to clearly display a permit may result in a Penalty Charge Notice being issued.

- 6.7. If the applicant moves address, they must return the permit to the Council.
- 6.8. Carer's permits are only valid within PMS RL4.
- 6.9. Carer's parking permits issued by the Council remain the property of the Council and an applicant is required to return any such permit(s) to them if asked to do so by a council officer or an authorised person on behalf of the Council.

## **7. Fraud Prevention**

- 7.1. In order to confirm proof of residency and vehicle ownership to reduce instances of fraudulent applications, applicants may be required to provide proof during the application process. The Council reserves the right to check these applications and request further proof if they are deemed invalid or insufficient.
- 7.2. It is an offence to give false or misleading information. If the applicant provides false or misleading information, they may be prosecuted and ordered to pay a fine of up to £2,500. Failure to abide by one or more of the terms and conditions herein may lead to prosecution and they could receive a fine of up to £5,000. If the case goes to the crown court, the maximum penalty is an unlimited fine or two years in prison, or both.
- 7.3. If a permit is found to have been obtained using false or misleading information the permit will be cancelled and no refund will be issued. The applicant may also be restricted from applying for and obtaining permits in the future and the Council may prosecute fraudulent claims where appropriate.
- 7.4. The Council and/or its agents may use the information provided by the applicant to satisfy itself that the applicant is eligible for the permits or parking sessions and/or to prevent and detect fraud by making further relevant enquiries.
- 7.5. The Council has a duty to protect the public money it deals with and may use information the applicant provides to detect and prevent fraud. For this reason, the Council may also share this information with other organisations dealing with protecting public funds.
- 7.6. It is a criminal offence if, with intent to deceive, you knowingly make a false statement or mishandle or forged documents to get visitors' vouchers for yourself or others. The Council may prosecute under the Theft Acts or other relevant criminal legislation.

## **8. General**

- 8.1. These terms and conditions are between the applicant and the Council. No other person shall have any rights to enforce any of its terms.
- 8.2. Each clause within these terms and conditions operates separately. If a court or relevant authority finds part of this contract prohibited by law, unlawful, void or unenforceable, the provision shall be severed from these terms and conditions and the remaining agreement shall continue in full force and effect.
- 8.3. If the Council does not insist immediately you comply with requirements under these terms, or delays in taking steps against you in respect of a breach of these terms and

conditions, it does not prevent the Council from enforcing its rights under this agreement or taking steps against you at a later date.

- 8.4. The validity, construction and performance of these terms and conditions and all contractual and non-contractual matters arising out of them, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
- 8.5. The information on this form may be used by the Council in line with any Data Protection Legislation (for the periods in which they are in force in the United Kingdom including but not limited to the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 as amended) and it may be passed within the Council or to other agencies in order to help prevent fraud.
- 8.6. The applicant shall not without the written consent of the Council assign, transfer, novate or in any way dispose of the benefit and/or the burden of the permit of these terms and conditions or any part of these terms and conditions.
- 8.7. The Council will only collect and use personal information if it is needed to deliver a service or meet a requirement. By applying for a permit, the applicant consents to the processing of their personal data and agrees to receive correspondence relating to the expiry/validity of that permit or communication relating to permit changes. The Council processes applicant data in line with UK General Data Protection Regulation which can be found at <https://www.hillingdon.gov.uk/privacy>.