

Registered Charity 301544

Hanham Community Centre

High St, Hanham, Bristol BS15 3EJ

0117 9674439

Trader Parking Permits (TPP)

Terms and Conditions

25 April 2013 – Version 1.0

The Agreement:

This **AGREEMENT** is made on the date the application form is signed **BETWEEN**
The Owner (The Trustees of Hanham Community Centre) **AND**
The User (as detailed on the Application Form) **CONCERNING THE PROPERTY (CAR PARK)**
Hanham Community Centre Car Park (High St, Hanham, Bristol) **AND**
The User's Vehicle (as detailed in the Application Form)

Apply for and Issuing Traders Parking Permit:

- The Owner will decide how many Trader Parking Permits (TPP) will be issued and informs South Glouc Council (SGC), Hanham Parish Council (HPC) and the Hanham Business and Community Partnership (HBCP).
- Each Trader (The User) must complete an Application Form for a permit (either individually or through HBCP), and sign to confirm acceptance of this Agreement (Terms and Conditions and charges), and also provide any documentary evidence required.
- Confirmation/evidence is required that:
 - The User applying is, or is employed by, a Hanham Trader;
 - the User's Vehicle is owned by the Applicant;
 - Confirmation may be from the HBCP, or evidence may be in the form of a letterhead and a copy of the vehicle registration.
- If there are more applicants than spaces/permits, then these will be assigned in discussion with HBCP; or based on distance to travel. The Owner's decision on this is final.
- The issuance of parking permits is at the Owners discretion. The Owner reserves the right to query applications and may refuse any applications.
- The granting of a licence (permit) in a given year does not guarantee the granting of a licence (permit) in subsequent years.
- No more than two business permits will usually be issued per business; except in exceptional circumstances.
- Permits are not transferable between vehicles. Users may request that more than one vehicle registration is printed on your permit but it will only be valid in one vehicle at a time.
- The Owner will produce annual permits and issue to User's on payment of an annual fee (see below), which the User agrees to pay.

Permits: Application, Refunds, Losses and Changes (Temporary and Permanent)

- Annual Permits can be applied for from 1st April from the Owner's office (though not valid until 1st May).
- Those holding a permit in a preceding year must re-apply for a permit for the current year – reminders will not be issued.
- Users must return the permit to the Owner if they move out of the scheme, or cease to have a vehicle.
- Should a permit no longer be required during the year, the permit holder (User) must give the Owner one month notice of termination. The Owner will refund remaining whole calendar months after the notice period, less a £5 administration fee.
- If a permit is lost or damaged, a replacement permit will be issued at a charge of £5.
- If you have a courtesy car, the Owner can issue you a temporary 14 day permit (please bring evidence it is your courtesy car). Maximum of two per permit year. During this period any extant permits will not be valid.
- If you are changing your vehicle permanently, you will need to tell us about your new vehicle. Bring in your old permit, along with details of your new vehicle. You can change your vehicle up to twice in a permit year.
- A permit is rendered invalid if it has expired, is defaced, has been altered or is a copy or a counterfeit or a forgery.

Charges:

- The current Fee for a Traders Parking Permit is £300 pa, paid annually in advance.
- Payment can be made quarterly for a fee of £80/qtr.
- Charging period will commence from 1st May each year.
- Fees will be reviewed annually.

Conditions:

(A) Rules on Displaying a Traders Parking Permit

- [A1] The original permit must be displayed on the near side of the windscreen, so that it can be read from the outside of the vehicle. The User may not park a vehicle without displaying a valid Trader Parking Permit.
- [A2] A penalty charge shall be payable if a vehicle is parked without a valid permit on display, or correctly displayed, or in such a position as to obstruct access to the parking place or access road within the parking place, or is parked in a disabled space without a valid badge.
- [A3] A permit is valid only when displayed in a vehicle with the same registration number as that shown on the front of the permit and is not transferable to any other vehicle.
- [A4] The User is not permitted to make or display copies of the permit.

(B) Restrictions on Permit Use

- [B1] A Traders Parking Permit does not guarantee a parking space.
- [B2] Users (Traders Parking Permit holders) must park at the lower end (southern) of the car park. Vehicles parked at the top end (Northern) may be charged (see also C3).
- [B3] Trader Parking Permits are valid from **8:30am until 6pm Monday to Saturday**. Permits are only valid for use on the dates/times shown on the permit. Vehicles parked outside of these time, where the driver is not visiting the centre, are liable to be charged.
- [B4] Trader Parking Permits are not valid for use on vehicles:
 - with an unladen weight of more than 3.5 tonnes, or
 - exceed 6m in length, or
 - exceed 2.5m in height, or
 - has attached (or is) a trailer, or
 - can carry more than 12 people.

(C) Our Rights and Obligations

- [C1] The Owner may, with 1 week's notice (except in an emergency), ask the User not to park on site. Example of cases include (but are not limited to) a large event, car park maintenance, etc.
- [C2] The Owner may withdraw Trader Parking Permits by giving one month's notice (in writing).
- [C3] The use of permits is monitored. Where evidence is found that the permit is being used wrongly, the User (permit holder) will be given the opportunity to provide a satisfactory explanation of the circumstances or agree actions to rectify the situation. Action will be taken if no satisfactory response is received i.e. Permits may be considered invalid, vehicles ticketed, and Users issued parking charge notices.
- [C4] All vehicles are parked at their owners' risk (i.e. the User). The Owner does not undertake to supervise the parking place and will not accept any liability for loss or damage to motor vehicles or their contents howsoever caused, or injury to any person howsoever such injury is caused, unless or to the extent caused by proven negligence of the Owner, its representatives or agents.
- [C5] The Owner undertakes to maintain the Car Park (Property) in a safe condition for use by the User, except that it shall be the User's responsibility to take adequate and necessary precautions against the risk posed by frost or adverse weather. The Owner accepts no liability or responsibility for any damage or loss sustained by the User or anyone whom the User permits to access the Car Park, including damage to or theft of the User's vehicle by person(s) who may enter the Car Park unauthorised.
- [C6] The Owner is entitled, at any time, to make changes to these Terms & Conditions, limited to those necessary for the safe and effective management of the car park. Such revisions will be communicated to holders (see below).
- [C7] These Terms and Conditions will be reviewed annually by the Owner. Permits issued in a subsequent year will be issued against the revised Terms and Conditions. Applicants for a permit in that period will need to agree to these through completion and signing of an Application Form.
- [C8] The current Terms and Conditions are published on the Owner's website and are also available from the Owner's office.
- [C9] Any notice or other communications will be sent to an email address, if one is given on the Application Form, or alternatively delivered by hand to the trading address (on the High Street).

(D) Your Rights and Obligations

- [D1] This is a limited agreement (licence) specifically only to permit parking, loading and unloading, and specifically to exclude use of the licence for any other purpose.
- [D2] Nothing in this agreement is to be interpreted as conferring on the User any right to exclusive use or possession of a Parking Space or Property, or as granting the User any property right or interest.

- [D3] Specific provisions:
 - [D3a] Not (nor allow others to) do anything which is likely to cause nuisance or annoyance to any neighbour of the Property. This includes leaving the engine of the User's Vehicle running when parked on the property, causing excessive or protracted noise or disturbance when accessing or exiting the property or causing obstructions.
 - [D3b] Take all precautions to prevent fire or explosion on the Car Park and shall be liable for all damage caused to the Car Park (property) or anything in the Car Park (or belonging to a third party) which results from the use, movement or presence of the User's Vehicle on the Car Park. Except for petrol, diesel or oil contained in the tank or engine of the User's Vehicle, the User must not keep or store any of these substances or any other flammable or explosive substance on the Car Park without the express written permission of the Owner.
 - [D3c] Not to maintain, repair (except in the case of breakdown or emergency) or clean or wash the vehicle, or siphon or refill the fuel tank.
 - [D3d] Not to do anything that will or might vitiate or void in whole or in part any insurance put in place by the Owner or any other person in respect of the car park or which would be likely to cause the premium to increase.
 - [D3e] To indemnify the Owner and keep the Owner indemnified against all losses claims demands actions proceedings damages costs expenses or other liability in any way arising from this Permit, or any breach of the User's obligations or exercise of any rights contained in this Permit.
 - [D3f] At the end of the licence period to remove any vehicle or other property from the car park. If after the expiry of the Permit any vehicle or other property is not removed within 14 days the Owner may dispose of it in any manner that it deems fit without incurring any liability whatsoever to the User, and the User shall indemnify the Owner in respect of any claim by any third party arising from the exercise for such right.
- [D4] If a User wishes to raise an Issue or Disputes, this should be to the Administrator (in writing), at the Owner's office. Should the Issue need to be escalated, the Administrator will table the matter at a Board of Trustees meeting, who will make a final decision.

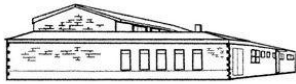
Sample Traders Parking Permit



Parking Area



© Google Maps



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APPLICATION FOR A TRADER PARKING PERMIT (TPP)

Application is subject to HCC Trader Parking Permit Terms & Conditions – which should be read before applying.

Your Details (The User):

Surname:	_____	First Name:	_____
Home		Work	
Address:	_____	Address:	_____
	_____		_____
	_____		_____
	_____		_____
Postcode:	_____	Postcode:	_____
Tel. No:	_____	Tel. No:	_____
Email:	_____	Email:	_____
Signature:	_____	Print:	_____
Date:	_____		
<i>I confirm I have read and agree to the Terms & Conditions and charges.</i>			

Vehicle Details (The User's Vehicle):

	Vehicle 1	Vehicle 2 (if reqd)
Make:	_____	_____
Model:	_____	_____
Reg No:	_____	_____
<i>Only one permit will be issued – covering both vehicles. Both vehicles must be owned by User.</i>		

For Office Use Only:

Evidence Person is Trader:		Initial
Evidence of Vehicle Owner:		Initial
Form Complete & Signed:		Initial
Fee Paid:	£	Amount & Initial
Permit No:	TPP13_	Permit Number
Date of Issue:		Date
Temporary Permits:		Vehicle Detail Changes:



Registered Charity No. 1152575
www.hanhamcentre.org



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- [D4] If a User wishes to raise an Issue or Disputes, this should be to the Administrator (in writing), at the Owner's office. Should the Issue need to be escalated, the Administrator will table the matter at a Board of Trustees meeting, who will make a final decision.

I, the undersigned User, confirm I have read and agree to the above Terms and Conditions.

SIGN: _____

PRINT: _____

DATE: _____