

THE BOROUGH COUNCIL OF GATESHEAD

SEASONAL PERMIT SCHEME

TERMS & CONDITIONS OF APPLICATION FOR AND USE OF A SEASONAL CAR PARK PERMIT

The terms and conditions for the Seasonal Permit Scheme apply to all permits starting on or after 1st April 2019. Please refer to them when making your application and retain them for future reference.

1. The Borough Council of Gateshead (“the Council”) reserves the right to issue a Seasonal Permit (“Permit”) at its sole discretion. The application and payment for a Permit will be treated as an offer and will not constitute a legally binding contract. The Permit remains the property of the Council and it retains the right to withdraw or cancel the Permit subject to these terms and conditions of use.
2. A Seasonal Permit Holder (Permit Holder) may only use the Permit in the car park named on the front of the Permit and may not use the Permit in any other car park or on-street parking place. (The exception to this is when the named car park on the Permit is closed or inaccessible and in those circumstances the Permit may only be use such alternative Council car park as notified in advance in writing by the Council’s Parking Services team to the registered permit holder).
3. The Council reserves the right at any time and for any period to close or suspend the car park or parking bays without providing alternative parking arrangements.
4. A Permit can be used on the following types of vehicle: a passenger vehicle for up to 8 people, a goods vehicle and vehicles less than 2.44 metres in height subject to no vehicle being of an un-laden weight in excess of 3 metric tonnes.
5. Permit holders must use the car park in accordance with:
 - (i) the terms and conditions contained herein;
 - (ii) the regulations and relevant signs displayed within the car park or any instructions of a Civic Enforcement Officer or duly authorised Officer of the Council or its authorised agents;
 - (iii) any legal order governing the use and control of the car park currently in force or any amendment or replacement order.

A penalty charge notice may be issued to any vehicle that is not parked in compliance with those conditions or regulations. If you are unsure of any regulations, please contact Parking Services as the address stated on the application form.

6. The Council does not undertake to supervise the car park 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 Council, its representatives or agents.
7. A Permit does not guarantee the Permit Holder a parking space within the car park and does not entitle the Permit Holder to any precedence over other car park users.

8. The Permit must be displayed on the inside of the windscreen so that the information on the permit face can be clearly read from the outside. If for any reason you are unable to correctly display your valid Permit, you are not allowed to park within the car park under the Seasonal Permit Scheme.
9. A false application, improper use or defacing / amending or copying of a Permit will render the Permit invalid and the Council reserves the right to cancel a Permit at any time and without refund in those cases. The display of a copied or defaced or altered Permit will result in the issue of a Penalty Charge Notice which will be liable for payment and the Permit Holder may be liable for prosecution
10. The Council will refund Permits for the unexpired term of complete months if a permit is surrendered before the expiry date shown on the permit, less a £10.00 administration fee per permit refunded. A refund will apply only to each entire remaining calendar month of the permit at the time the Council is in receipt of the surrendered Permit. Please note: to qualify for a refund the permit must be valid for 3 days or more or have at least 6 months remaining.
11. The Council reserves the right to cancel a Permit at any time, subject to a 14-day period of notice being given in writing to the Permit Holder. A pro-rata refund for the remaining period of the Permit will be made, unless Article 9 above applies.
12. Where a refund is to be made, the Applicant's full bank details will be required as refunds are made by Bank Transfer. If, however, a different method of payment of the refund is requested an additional administration fee will be deducted (the current fee is the sum of £10.00).
13. The Council will replace a Permit that is lost, stolen or damaged but however, a £25.00 administration fee will apply. It is important to note that the original Permit will be cancelled and if it is recovered it should be returned to us. Where pay and display facilities are available in a car park, a pay and display ticket should be purchased during the replacement period. The cost of a pay and display ticket is not refundable in these circumstances. If a cancelled permit is subsequently used this will result in the issue of a Penalty Charge Notice which will be liable for payment and the Permit Holder may be liable for prosecution.
14. All correspondence to the Permit Holders will be sent to the address provided on the application form or that subsequent address notified to Council's Parking Services team. The Permit Holder is required to notify the Parking Services in writing of any changes to the Permit Holder's details, such as change of address, in order that Council can update its records.
15. The Council will not send out Permit renewal letters or notices and the responsibility rests with the Permit Holder to make sure they have a valid Permit on display and to apply for any permit in good time.
16. Parking charges are subject to review, normally on 1st April each year. The Permit Holder should check the current rates with the Council before applying for a new Permit.