



Wells City Council

PORTWAY ANNEXE PRIVATE CAR PARK PARKING SPACE APPLICATION FORM

Please complete your details and return. Once your initial payment of either the quarterly or annual amount, plus the barrier fob deposit of £50.00, has been received we will issue you with your bay number(s), personal permit and fob.

Name	
Address	
Telephone no	
Email address	
No of spaces requested	
Payment schedule (payment in advance)	<input type="checkbox"/> Monthly - £98.40 per month per bay <input type="checkbox"/> Quarterly - £295.20 per quarter per bay <input type="checkbox"/> Annually - £984.00 per year per bay

I consent to the Council storing this data for relevant reference purposes

In applying for the permit, the applicant accepts the Terms & Conditions described in this document. Please retain these for future reference.

By signing below, I agree that I am responsible for upholding a quarterly/annual (*delete as applicable*) schedule of payments to Wells City Council, and I have read and understood the Terms & Conditions.

Signed.....

Date.....



Wells City Council

TERMS & CONDITIONS

Wells City Council allows the Permit Holder to access and use the Portway Annexe Car Park in accordance with these Terms and Conditions:

Wells City Council can be contacted during normal office hours at the Town Hall, Market Place, Wells BA5 2RB. 01749 673091

Reception@wells.gov.uk

Monday – Friday 9.00am – 4.00pm

1. General Safety and Courtesy

1.1 Vehicles must be parked wholly within the bay markings of their designated space.

1.2 Customers may not misuse, obstruct or damage the car park barrier, any facilities or other vehicles in the Car Park. Any damage or malfunction must be reported immediately to Wells City Council as above.

1.3 Customers must drive carefully and responsibly in the car park and obey the directional signs.

1.4 Customers should remember that car parks can be dangerous. You must ensure that any children or animals are accompanied and properly supervised at all times when using the Car Park. Please be aware of other vehicles in motion around the Car Park.

1.5 VEHICLES PARKED ILLEGALLY OR INAPPROPRIATELY WILL BE SUBJECT TO A FIXED PENALTY NOTICE.

2. Permits and barrier fobs

Customers must correctly display a car park permit at all times that the vehicle is in situ at the Portway Annexe and have a valid parking session active.

Permits and car park barrier fobs remain the property of Wells City Council. A £50.00 fob deposit is required alongside the first payment, refundable in full upon termination of lease and return of fob.

A replacement deposit fee will be charged for any lost fob of £50.00

Permits are not transferrable and are not for resale

A Parking Permit does not obviate the requirement to tax and insure a motor vehicle for use on the public highway.

Permit refers to the lease holder not a specific vehicle.

The permit is valid for one single motorised vehicle to use the bay at any given time – trailers, motorhomes and caravans are not allowed.

3. Payment

3.1 Permits are offered on the basis of an annual lease of a parking space, on the following payment terms:

Monthly ~ £98.40 per month

Quarterly ~ £295.20 every 3 months

Annually ~ £984.00 per year

These amounts include VAT at 20%

Initial payment and an additional deposit of £50.00 for the fob is required before receipt of fob and permit. The £50.00 deposit is refundable in full upon termination of lease as described in 4.1 below when fob is returned. It is your responsibility to ensure subsequent payments are made when due.

3.2 Payment by BACS is the Council's preferred method, you can set up a direct debit using the following account details:

Lloyds Bank Plc

Name: Wells City Council

Sort code 30-99-29

Account number 00120747

Or cheques should be made payable to Wells City Council.

3.3 Please quote your allotted bay reference number when making payment

4. Lease Cancellation policy

4.1 Cancellation of permits have to be made in writing and we require four weeks written notice from the date of termination. Once period of notice of termination has been served, permit and barrier fob must be returned to Wells City Council at the Town Hall. Failure to do so would result in forfeit of £50.00 deposit.

4.2 We will refund any full remaining months on the permit if the permit is no longer required, providing cancellation terms in 4.1 above have been followed

4.3 You will be contacted, using the email address associated with your permit application, to remind you when your permit is due for renewal; however, it is your responsibility to renew your permit. If you do not renew your Residents' Permit before its expiry date, it will no longer be valid.

4.4 I understand that it is my responsibility to keep the council informed of any change to my contact details.

4.5 Wells City Council reserves the right to refuse the application or renewal of the permit described in this document if there has been a previously fraudulent application or misuse on the part of the applicant.

5. Security

5.1 We install CCTV cameras in the Car Park at our discretion. Whilst the cameras may act as a deterrent to criminal activity, we do not make any representation as to the coverage provided or guarantee of the security of your vehicle in the Car Park. Parking in the Portway Annexe Car Park is at your own risk.

5.2 Wells City Council follows best practice guidance as contained in the Surveillance Camera Code of Practice, and the mandatory requirements of the GDPR, where CCTV cameras are deployed.

5.3 We cannot guarantee that members of the general public will not enter our Car Park and cause damage to property and/or engage in criminal activity.

Accordingly, you park your vehicle in the Car Park at your own risk. We cannot and do not guarantee the security of your vehicle and/or its contents.

5.4 Securing vehicles - We advise you ensure that before you leave the car park:

- Your vehicle is securely locked
- That all the windows of their vehicle are securely closed; and
- If your vehicle is fitted with a steering lock or similar device, that it is engaged.

6. Possessions

- Any possessions left in a vehicle are left entirely at the owner's risk. We suggest that no items are left so that they are visible from the outside of the vehicle.
- We are not liable for any theft by third parties from your vehicle.
- Please ensure that you do not leave any animals in your vehicle.
- Customers are reminded that their motor insurance policies may not cover possessions in the vehicle. It is possible to arrange separate insurance cover for possessions and customers are recommended to do so.

7. Equality statement

Applications for spaces will be considered by Wells City Council purely on a first come, first served basis and will not be influenced by any other criteria. The Council is committed to ensuring within the framework of the law that decisions are free from unlawful or unfair discrimination on the grounds of disability, colour, race, nationality, ethnic or national origin, sex, gender (including gender reassignment), sexual orientation, age, marital status, religious or other similar philosophical belief.

8. Waiting List

If demand for spaces is oversubscribed, a waiting list will be in operation. Once a space reopens for rent the relevant parties will be notified as soon as possible and invited to take up the available space. This waiting list is also determined only as described in [7] above.

9. Data Protection

Wells City Council is required by law to protect the public funds it administers. It may share information provided to it with other bodies responsible for auditing, administering public funds, or where undertaking a public function, in order to prevent and detect fraud. Wells City Council operates within its Data Protection Policy which can be found on the Council's website

https://www.wells.gov.uk/userfiles/files/Policy/10_Data%20PolicyFeb2017.pdf

Wells City Council operates within the guidelines of the relevant sections of the Parking (Code of Practice) Act 2019.