

Chelmsford City Council Car Parks – Terms and Conditions

Car parks covered by this agreement

- Baddow Road Car Park, Chelmsford (P&D)
- Coval Lane Car Park, Chelmsford (P&D)
- Fairfield Road Car Park, Chelmsford (P&D)
- Glebe Road Car Park, Chelmsford (P&D)
- High Chelmer Car Park, Chelmsford (PoF)
- Meadows Retail Car Park, Chelmsford (PoF)
- Meadows Surface Car Park, Chelmsford (PoF)
- Moulsham Street Car Park, Chelmsford (P&D)
- Parkway Car Park, Chelmsford (P&D)
- Rectory Lane East Car Park, Chelmsford (P&D)
- Rectory Lane West Car Park, Chelmsford (P&D)
- Regina Road Car Park, Chelmsford (P&D)
- Riverside Car Park, Chelmsford (P&D)
- Townfield Street Car Park, Chelmsford (PoF)
- Waterhouse Lane Car Park, Chelmsford (P&D)
- Waterloo Lane 1 Car Park, Chelmsford (P&D)
- Waterloo Lane 2 Car Park, Chelmsford (P&D)
- Waterloo Lane 3 Car Park, Chelmsford (P&D)
- West End Car Park, Chelmsford (P&D)
- West End Business Car Park, Chelmsford

1. Pay and Display (P&D) car parks

- (a) Pay and Display car parks are managed under a Traffic Management Order made under the Road Traffic Act 1984 (as amended). A copy of the relevant order can be made available for inspection by request to Parking Services.
- (b) Pay and Display car parks may not be used for advertising, trading, camping, cooking, sleeping, washing or servicing vehicles unless agreed in advance with the Council. It is forbidden to erect any tent, booth or other structure (this also applies to West End Business Car Park).
- (c) A vehicle which appears to be abandoned or left in a parking space in contravention of the regulations may be immobilised or removed to a place of safe keeping and eventually disposed of. Costs of release, removal, storage and disposal will be charged to the vehicle's owner (this also applies to West End Business Car Park).
- (d) Pay and Display car parks are only available for use during the advertised opening hours.
- (e) Parking is restricted to motor cars, motorcycles and invalid carriages only. Caravans, trailers, coaches and lorries are not permitted (this also applies to West End Business Car Park).
- (f) The required parking fee must be paid at the time of parking unless the vehicle has a valid permit or Season Ticket or permit for the car park. During the hours when charges apply, vehicles may be parked only whilst they are displaying an unexpired Pay and Display ticket, permit or Season Ticket. If you intend to stay longer, you must purchase an additional Pay and Display ticket or extend the time on your digital ticket.
- (g) Vehicles in Moulsham Street Car Park and West End Car Park are not permitted to return within one hour of the expiry time of any purchased stay allowed within each car park.
- (h) Pay and Display tickets are not transferable between vehicles and are not valid in more than one car park.

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- (i) If a machine is out of order, you must use the nearest alternative machine in the car park or create a digital ticket for your stay.

2. Pay on Foot (PoF) car parks

- (a) Payment must be made at the pay station before you remove your vehicle. If you have lost your ticket, you will need to report this by pressing the 'help' button on the pay station for further information. Lost tickets will be charged at £18.
- (b) If you experience problems with the pay station or require assistance, please contact the car parks control room by pressing the 'help' button on the pay station.

3. Blue Badge holders and disabled parking

- (a) Only vehicles displaying a Blue Badge, in accordance with the regulations, may park in bays designated for the use of Blue Badge holders. The named person whose photograph appears on the badge must be either a driver or passenger in the car at the time of parking.
- (b) In Pay on Foot car parks, to take advantage of the free three hours' parking, press the 'help' button if you have your disabled badge with you. If not, return and collect your disabled badge from your vehicle and then go to nearest pay station to validate your ticket. This privilege may be refused if the holder is not in the vehicle.

4. Parking fines (Penalty Charge Notices)

- (a) Vehicle owners are liable to receive a Penalty Charge Notice if they contravene the regulations governing the use of the car park. The contraventions include:
- failure to purchase and/or display a valid ticket
 - overstaying the expiry time for your stay or the maximum period allowed within the car park
 - failure to park within the marked bays
 - parked in a 'Blue Badge holders only' bay without clearly displaying a valid Blue Badge and time clock
 - parked in a permit bay reserved for designated users
 - parked in such a position as to cause an obstruction
 - parking a vehicle which exceeds the maximum height and/or weight and/or length limits permitted in the area
 - parking a vehicle in a car park or area not designated for that class of vehicle
 - using a vehicle in a car park in connection with the sale, offering or exposing for sale of goods
- (b) If a Penalty Charge Notice has been issued to a vehicle, the charge is payable within 28 days from the date of issue. A discounted charge will be accepted if it is received within 14 days of the issue of the Penalty Charge Notice. Civil Enforcement Officers are not permitted to revoke Penalty Charge Notices once they have been issued. Appeals must be made in writing to the address on the reverse of the Penalty Charge Notice.
- (c) Contraventions of any of the provisions of the Traffic Management Order may lead to the issue of a Penalty Charge Notice. Failure to pay a Penalty Charge Notice may result in the issue of a Charge Certificate against the vehicle owner and the subsequent registration of a charge for recovery under a County Court Order.

5. Release of vehicles after closing time

A service operates from the closing time of the car park until re-opening to release locked-in vehicles. A charge of £50 per vehicle is made for this call-out service. To arrange a call-out, please telephone **01245 606299**.

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6. The Council's liabilities

- (a) The Council will accept no liability in respect of any loss, destruction, damage or theft from any vehicle save where the same is caused by the negligence, wilful act or default, or breach of statutory duty of the Council.
- (b) The Council will accept no liability in respect of the death or personal injury sustained by customers and others in the car park save where the same is caused by the negligence, wilful act or default, or breach of statutory duty of the Council.

7. Further advice or assistance

If you require any other assistance or advice on the use of our car parks, please the Car Parks Team via the following telephone number or email address:

T: 01245 606710
E: carparks@chelmsford.gov.uk

8. Data Protection Declaration

Chelmsford City Council is a Data Controller for the purposes of data protection legislation. All personal information is held and processed in accordance with this. Please refer to our Privacy Notices published on our website at <https://www.chelmsford.gov.uk/your-council/our-website/privacy-policy/> for details. Please contact us if you need the privacy notice in an alternative format.