

Hylands Season Ticket – Application Form

Please print both the application form and the direct debit mandate single-sided

Details

Name (in full):			
Address:			Postcode:
Landline number:		Mobile number:	
Email address:			
Date you wish the Hylands Season Ticket to start:		5-day or 7-day:	
Number of vehicles:		Monthly or yearly:	
Vehicle registration number(s):			
Council Tax account number (Chelmsford residents only):			

The Hylands Season Ticket may be purchased by 12 monthly payments, or one yearly payment, of:

- **Chelmsford residents, Monday to Friday**
£4.50 per month/£54 per year (1st vehicle), £1.35 per month/£16.20 per year (2nd vehicle) or £6.75 per month/£81 per year (additional vehicle)
- **Non-Chelmsford residents, Monday to Friday**
£6.75 per month/£81 per year (per vehicle)
- **Chelmsford residents, Monday to Sunday**
£6 per month/£72 per year (1st vehicle), £1.80 per month/£21.60 per year (2nd vehicle) or £8.25 per month/£99 per year (additional vehicle)
- **Non-Chelmsford residents, Monday to Sunday**
£8.25 per month/£99 per year (per vehicle)

Please sign below to confirm that you understand and agree to the terms and conditions relating to the issue and use of a Season Ticket at the named car parks. Please note that we cannot issue a Season Ticket without your signature in this section.

Your signature:			
Name:		Date:	

Please email this completed, signed and dated application form, a completed, signed and dated direct debit mandate and initialled, signed and dated terms and conditions to hylandscarparks@chelmsford.gov.uk or send it to:

Car Parks Team, Chelmsford City Council, Civic Centre, Duke Street, Chelmsford, Essex, CM1 1JE

Once you have submitted your completed application form, the signed and dated direct debit mandate and the signed and dated terms and conditions, a member of the Car Parks Team will contact you to confirm the season ticket has been activated and the direct debit will be set up.

Data Protection Declaration

We are a Data Controller for the purposes of data protection legislation. All personal information is held and processed in accordance with this. You can refer to our Privacy Notices published on our website at www.chelmsford.gov.uk/privacy for details. You can contact us if you need the privacy notice in an alternative format.

For Official Use Only

Amount required:	£		
Is the payment correct?		Season Ticket no. issued:	
Signature:		Date:	
Completed, signed and dated application form, direct debit mandate and initialled, signed and dated terms and conditions?			

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Chelmsford City Council
Finance - Credit Control
PO Box 457
Civic Centre
Duke Street
Chelmsford
CM1 2YJ

Service user number

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For Chelmsford City Council official use only
This is not part of the instruction to your bank or building society

Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

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Name and full postal address of your bank/building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Chelmsford City Council Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Chelmsford City Council and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Reference (For Official Use Only)

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Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Chelmsford City Council will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Chelmsford City Council to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Chelmsford City Council or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Chelmsford City Council asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

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Car parks covered by this agreement

- London Road Car Park, Chelmsford
- London Road Summer Temporary Car Park Area, Chelmsford
- The Stables Visitor Centre Car Park, Chelmsford
- Widford Church Summer Temporary Car Park Area, Chelmsford
- Writtle Car Park, Chelmsford
- Writtle Summer Temporary Car Park Area, Chelmsford

1. Definitions

- (a) “the Council” – Chelmsford City Council (acting through its Parking and Highways Operations Manager).
- (b) “the Car Parks Team” – the Council’s Car Parks Team who is responsible for the administration of the Council’s off-street parking facilities, and which is managed by the Parking and Highways Operations Manager.
- (c) “you” – the Hylands Season Ticket holder; in other words, the person who has applied for, and been issued, a Season Ticket for the above car parks.
- (d) “your vehicle” – the vehicle to which the Hylands Season Ticket relates.
- (e) “Hylands Season Ticket” – the Hylands Season Ticket issued to you by the Car Parks Team, which is **digital**.

2. Accessing and using the car parks etc.

- (a) The car parks above may be entered and used by you as a Hylands Season Ticket holder. Your Hylands Season Ticket is only valid for the car parks listed above from Monday to Friday (for a 5-day Hylands Season Ticket) or Monday to Sunday (for a 7-day Hylands Season Ticket).
- (b) As a Hylands Season Ticket holder, you may enter one of the car parks listed above unless otherwise specified by the Car Parks Team.
- (c) Provided your Season Ticket is valid, you do not need to pay and display. However, if your Hylands Season Ticket cannot be validated by a Civil Enforcement Officer, you may attract a Penalty Charge Notice.
- (d) Non-payment of the fee or misuse of the Hylands Season Ticket will cause the Council to revoke your Hylands Season Ticket.
- (e) The Hylands Season Ticket is valid for the car parks listed above, and accordingly the Hylands Season Ticket will not allow access to other car parks in Chelmsford. You are entitled to use the number of Hylands Season Tickets you pay for at any one time. It is your responsibility to ensure that you park only in one of the car parks listed. Car park names are displayed on tariff boards at each car park.
- (f) A specific individual parking space has not been allocated to your vehicle. In the unlikely event that your first-choice car park is full on arrival and a space is unavailable, you may park in any one of the others listed. The Council cannot guarantee a space at your first-choice car park. In high season and for special events, additional parking may be provided.
- (g) In the interests of safety, and out of consideration for other users of the car parks listed above, your vehicle should be driven with care in the car park and parked wholly within the marked bays or designated parking area. Any vehicle that is not parked within a marked bay or designated parking area will be issued with a Penalty Charge Notice which may remain payable. Any speed limits or directional signs/markings in the car park should be observed at all times. Failure to observe these rules could result in your Hylands Season Ticket being revoked.

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- (h) Exit from the car parks listed above is signed.
- (i) Vehicles are left at owners' risk and the Council does not accept liability for any accident, loss or damage to persons, vehicles, accessories, or contents, however caused.

3. Use of Hylands Season Ticket and change of vehicle

- (a) A valid Hylands Season Ticket must be obtained for your vehicle that is in the car park. Failure to obtain the Hylands Season Ticket as stipulated above will render the vehicle liable to the issue of a Penalty Charge Notice (unless you have obtained a valid Pay and Display ticket).
- (b) Any change of vehicle must be entered by you within the MiPermit system or by an additional member on your account or a member of the Car Parks Team. This information is used in the event that we need to contact the owner regarding their vehicle.
- (c) If you or any additional members are unable to change your vehicle details, please contact the Car Parks Team via the contact details given in **7** below.
- (d) Only one vehicle registration number is allowed per Hylands Season Ticket.

4. Payment of Hylands Season Ticket

- (a) Hylands Season Tickets are paid for monthly or yearly on the first day of every month. Payment is by direct debit, and an invoice will be rendered during the month preceding the renewal date for your records. If payment is not received by the payment due date, the Council will assume that you no longer wish to have a Hylands Season Ticket and this will be re-allocated.

Please note: Invoices will be sent by email to the email address provided in the initial completed application form, or to such other address as may have subsequently been notified by you in writing to the Parking Office (at the address given in **7** below). It is your responsibility to notify the Parking Office of any change of address. If we cannot contact you, your Hylands Season Ticket will be made void. Should the Hylands Season Ticket be seen in use after cancellation, the vehicle may be issued with a Penalty Charge Notice which may remain payable.

Please note: No refund will be given for periods of non-use, i.e. holidays or sickness, unless the Hylands Season Ticket is returned for cancellation.

- (b) Renewal of a Hylands Season Ticket is at the discretion of the Council. The issue of a Hylands Season Ticket does not oblige the Council to renew it.
- (c) Where a Hylands Season Ticket is renewed, its use will be subject to these terms and conditions (as may have been varied in accordance with **8** below).
- (d) In the event that a Hylands Season Ticket is no longer required, you must contact the Car Parks Team via the contact details given in **7** below without delay.
- (e) In the interests of administrative efficiency, Hylands Season Ticket holders will be informed in writing of any increase in the fee. Invoices rendered in December (or earlier) for Hylands Season Tickets due to start or be renewed on 1 January will incorporate any increase in Hylands Season Ticket charges *proposed* to take effect from that January. In the event that the proposed increases are not implemented (or implemented only in part), you will be sent an appropriate refund.
- (f) Where payment is subsequently dishonoured, the Council shall be entitled to revoke the Hylands Season Ticket immediately, without giving prior notice. Where the Hylands Season Ticket has been revoked, you will be liable to pay the Council on demand a fee equivalent to the pro-rata Hylands Season Ticket charge in respect of the period from (i) the date of issue/renewal of the Hylands Season Ticket to (ii) the date of revocation – to cover those days during which you had access to the car park, irrespective of whether or not you actually used the facility.

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5. Cancellation and refund of unexpired Hylands Season Tickets

If you wish to cancel your Hylands Season Ticket, you should provide the Council with at least one month's written notice to cancel it. A pro-rata refund will be made, calculated from the date when you contact the Parking Office.

6. Misuse

- (a) Where it appears to the Council that there has been misuse of the Hylands Season Ticket parking facilities (as defined below), it may revoke the Hylands Season Ticket upon giving you five working days' written notice.
- (b) Where a Hylands Season Ticket is revoked under this provision, the Council shall not be obliged to make any pro-rata refund in respect of the unexpired portion to which the Hylands Season Ticket relates.
- (c) "misuse" means the use of these parking facilities by either you, or someone else who is using your vehicle with your permission, which is in contravention of these terms and conditions, or which is of a fraudulent nature.
- (d) In deciding whether there has been misuse and, if so, whether revocation of the Hylands Season Ticket is appropriate, the Council shall have regard to the evidence before it; the seriousness of the matter; any representations made; and any previous warnings which may have been given.

7. Notices

- (a) You should provide at least one month's notice to the Car Parks Team via the following telephone number or email address:

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

- (b) Any notice given to you by the Council shall be deemed to have been properly given if sent by email to the email address provided by you on initial application.

8. Variation

- (a) Subject to (b) below, the Council can vary these terms and conditions at any time and will be updated on the website administering the Hylands Season Ticket. Any such variation will apply to all Hylands Season Ticket holders. The Council will consider that you have accepted the variations if you continue to keep and use the Hylands Season Ticket.
- (b) No variation shall (i) require you to pay any additional or further monies for the period to which your Hylands Season Ticket relates; (ii) reduce the period for which your Hylands Season Ticket is valid; or (iii) seek to impose any other retrospective liability.
- (c) If you do not accept any variations to these terms and conditions, you can contact the Car Parks Team via the contact details given in 7 above and you will be entitled to a refund from the date that the Hylands Season Ticket is cancelled by the Car Parks Team.

Please sign, date and return one copy of these terms and conditions.



Print name:		Initials:	
Signature:		Date:	