

Metro Car Park Terms and Conditions

Valid from 2018

For car parks at the following stations: Bank Foot, Benton, Callerton Parkway, Cullercoats, East Boldon, Fawdon, Fellgate, Four Lane Ends, Hebburn, Millfield, Monkseaton, Northumberland Park, Percy Main, Regent Centre, Seaburn, Shiremoor, South Hylton and Stadium of Light.

1. DEFINITIONS

When reading these Conditions the following words or phrases have the following meanings:

"Car Park" means the Car Park in which these Conditions are displayed. It also means the approaches to, and exit roads from the Car Park.

"Pay Machine" means any pay on foot or pay and display machine situated in the Car Park.

"Permit" means any agreement for the parking of a Vehicle.

"Permit Parking: Additional Conditions" means any terms and conditions subject to which a Permit is issued.

"Reserved Space" means any parking space in the Car Park containing a notice indicating that it is reserved for a specific person, firm or company.

"Reserved Parking: Additional Conditions" means any terms and conditions subject to which a Reserved Space is issued.

"Tariff" means the charges for parking Vehicles to be paid by Car Park users.

"Tariff Board" means any board or notice at the Car Park displaying the charges to be paid for parking.

"These Conditions" means the terms and conditions set out below.

"Vehicle" means any Vehicle which is parked in the Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

"We, us, our" means Nexus, its employees, servants or agents.

"Your, you" means any person who enters the Car Park and parks a Vehicle.

Introduction

- i. The Conditions of Parking relate to parking in Metro car parks. These conditions set out your rights and any restrictions of those rights.
- ii. The conditions set out your rights and obligations under the contractual relationship between us. This contractual relationship begins once you park your vehicle on Nexus property.
- iii. We also draw your attention to the Tyne and Wear Metro Byelaws. A copy of the Byelaws may be obtained from Customer Relations at Tyne and Wear Metro, Nexus House, 33 St James Boulevard, Newcastle upon Tyne, NE1 4AX.
Tel 0191 202 0747

- iv. These conditions are valid until further notice but may be amended from time to time. They come into force immediately and will remain in force until they are re-published.
- v. We aim to be fair and responsive in all our dealings with customers. Complaints about our service or suggestions for improvement are always welcome. Please see Section 8: What to do if you have a complaint, for details as to how to comment or complain.
- vi. Your comments help us identify problems and improve the service we offer. That is why we encourage more people to contact us. You can get in touch by:
 - Phone- 0191 20 20 747 Customer relations are available 9:00am - 5:00pm Monday to Friday (except Bank Holidays). An answerphone service is available outside these times
 - Email - customerrelations@nexus.org.uk
 - Letter - Customer Relations, Nexus House, 33 St James Boulevard, Newcastle upon Tyne, NE1 4AX.

We aim to respond to 95% of written correspondence within 10 working days of receipt and emails within five working days.

2. TARIFF

Nexus may in its absolute discretion alter the Tariff at any time. In the event of any pay and display machine failure Nexus, its servants or agents reserve the right to collect the parking fees from Vehicle owners on arrival or departure.

3. TICKETS

The ticket issued is valid only for the Vehicle in respect of which it is issued. Your ticket does not entitle you to use any particular space in the Car Park or priority over other customers. All tickets are our property.

If you are required to display your ticket in your Vehicle this will be clearly stated on your ticket and also on signs within the Car Park. Please ensure your ticket is displayed prominently. If the printed information on the ticket is obscured or if the ticket cannot be seen clearly from outside the Vehicle we will assume you do not hold a valid ticket to park in the Car Park.

Unless you are required to display your ticket in your Vehicle you must keep your ticket with you when you leave your Vehicle. If you lose your ticket you will be charged at the rate specified on the Tariff Board.

If you are permitted to pay by credit/debit card, the cards which we will accept will be exhibited on this notice board or on the Pay Machine. We will debit against your card the tariff charge appropriate for your stay at the Car Park (or at the rate specified on the Tariff Board if you lose your ticket) together with any administration charge levied against us by the credit/debit card company.

4. MANAGEMENT AND ENFORCEMENT

This car park is the private property of Nexus and Nexus have responsibility for management of the car park. Nexus also have responsibility for the enforcement of these conditions.

Nexus House, 33 St James Boulevard, Newcastle upon Tyne, NE1 4AX
Telephone 0191 20 20 747. Email: customerrelations@nexus.org.uk

5. LIABILITY TO YOU FOR LOSS OR DAMAGE TO THE PROPERTY

Neither Nexus or its servants or agents accept liability in respect of any damage to, loss or theft of or from your Vehicle while on Nexus property.

6. LIABILITY FOR DEATH OR PERSONAL INJURY

Nothing in these Conditions shall be deemed to exclude or limit the liability of Nexus, or the liability of its servants and agents for death or personal injury caused by negligence.

7. WHAT TO DO IF YOU THINK YOU HAVE A CLAIM AGAINST NEXUS

If your Vehicle is damaged whilst in the Car Park or is stolen or any of your possessions are stolen from it whilst it is in the Car Park you must:

- Immediately inform a member of staff if one is available;
- (In the case of theft) immediately inform Northumbria Police on 101 or call 999 in an emergency;
- Notify Customer Relations whose contact details are set out in point 4; and
- Notify your insurers promptly.

8. WHAT TO DO IF YOU HAVE A COMPLAINT

Nexus operates a complaint handling procedure, details of which are available through Customer Relations. To enable complaints to be dealt with efficiently it is important that complaints are made as soon as reasonably possible. As a result the complaints procedure includes strict time limits which must be observed. You understand that if you do not adhere to any time limited Nexus may not be able to do anything about your complaint.

9. WHAT HAPPENS IF YOU BREACH THESE CONDITIONS

If you park your vehicle in breach of these conditions Registered Vehicle Keeper details will be requested from the DVLA. You may be prosecuted under the Tyne and Wear Metro Byelaws or we may attach a Parking Enforcement Notice (PEN) to your vehicle or hand a PEN to you. The PEN will specify:

- The sum you are required to pay;
- The time within which payment must be made; and
- The address to which payment must be sent.

The PEN will also explain that unless payment is made in accordance with its terms, court action may be commenced to recover the sums due from you under the PEN together with costs, interest and any other sums legally recoverable.

10. MOVING AND RE-LOCATION OF VEHICLES

Nexus reserve the right to move your Vehicle within the car park by driving or otherwise to such extent as Nexus think in its discretion this is necessary to avoid obstruction or for the more efficient arrangement of parking facilities at the Car Park.

In addition Nexus reserve the right where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise to remove your Vehicle at any time to any other location as Nexus reasonably deem appropriate.

To the extent that it may be necessary to do so in the exercise of the rights given to Nexus in these Conditions, Nexus, its employees, servants or agents have the right to drive or otherwise take any Vehicle out of the Car Park to tow it away.

Nexus reserve the right to enter a Vehicle (and to use force if necessary) in such a manner as Nexus thinks necessary without being liable for damage caused to facilitate the exercise of the rights given to Nexus in these Conditions or to abate any nuisance caused by your Vehicle.

11. DAMAGE TO OTHER VEHICLES OR PROPERTY ON NEXUS

Should you damage another Vehicle or any Nexus property within the Car Park you must report the matter immediately to Customer Relations at the address set out in Condition 4.

You should give Customer Relations the registration number of both Vehicles, your full name and address and the name and address of your insurance company, together with your policy number. You will be required to make good to the reasonable satisfaction of Nexus any damage caused or to pay to Nexus on demand the cost incurred by Nexus in making good such damage.

12. PERMIT PARKING

If you have a Permit this will allow you to access the Car Park at the times specified on the Permit. Outside these specified times you must pay for the use of the Car Park.

During these periods your use of the Car Park will be subject to the Permit Parking: Additional Conditions. When you use the Car Park outside the hours specified on your Permit these Terms and Conditions apply and not the Permit Parking: Additional Conditions.

Where there is any inconsistency between the Permit Parking: Additional Conditions and these Conditions the Permit Parking: Additional Conditions will prevail.

13. RESERVED PARKING

If you have a Reserved Space your use of the Reserved Space will be subject to the Reserved Parking: Additional Conditions.

Where there is any inconsistency between the Reserved Parking: Additional Conditions and these Conditions the Reserved Parking: Additional Conditions will prevail.

14. SAFETY AND SECURITY ON NEXUS PROPERTY

- 14.1 You must drive carefully.
- 14.2 Children must not play in the Car Park and must not be left unaccompanied at any time.
- 14.3 You must be aware of Vehicles in motion.
- 14.4 You must comply with all directions and signs from time to time posted by Nexus, or its servants or agents and all instructions or requests given or made from time to time by employees, servants or agents of Nexus property.
- 14.5 You must ensure that animals are kept secured on a lead when outside a Vehicle.

You should ensure:

- 14.6 Your Vehicle is securely locked.
- 14.7 All the windows of your Vehicle are securely locked.
- 14.8 Your brakes are applied as appropriate for the parking mode.
- 14.9 If your Vehicle is fitted with a steering lock or similar device that it is engaged.
- 14.10 No person or animal is left in your Vehicle.
- 14.11 Your possessions are placed in your locked boot and are not visible from the exterior of this Vehicle.

15. PROHIBITED ACTIVITIES

You should not:

- 15.1 Park in a no parking area.
- 15.2 Park on a double yellow line.
- 15.3 Park other than in a designated parking bay.
- 15.4 Park in a time restricted waiting area for a period in excess of the allowed time.
- 15.5 Park in a disabled bay without displaying the required ticket.
- 15.6 Park across two parking bays.
- 15.7 Park in a space reserved for employees without authorisation.
- 15.8 Park in an area reserved for emergency Vehicles.
- 15.9 Park on any Service Road.
- 15.10 No Vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of Vehicles shall be done in the Car Park.
- 15.11 No activity in connection with the selling, hiring or other disposal of the Vehicle shall be carried out in the Car Park.
- 15.12 No Vehicle shall obstruct any access or circulation area within the Car Park.
- 15.13 No Vehicle shall wait other than within the area designed for the purpose.
- 15.14 No person shall do anything in the use of the Car Park that may be a nuisance or inconvenience to Nexus or any other user of the Car Park.
- 15.15 No Vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park.
- 15.16 No person shall deposit any rubbish, litter or refuse of any kind in the Car

Park other than in proper receptacles provided for the purpose.

15.17 No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any vehicle.

15.18 No overnight parking. The car park will be deemed closed 10 minutes after the last train has left the station. The car park will open at least 10 minutes prior to the first train departing the station.

The above prohibited activities may amount to offences under the Tyne and Wear Metro Byelaws and may result in prosecution.

16. VEHICLE SIZE

You are required to observe all reasonable restrictions as shall from time to time be made by us or our servants or agents in respect of the height, length or width of vehicles to be allowed access to the zone.

Metro does not guarantee a parking space for your Vehicle.