

ANPR parking terms and conditions

Introduction

1. Canterbury City Council is providing Automatic Number Plate Recognition services (“the Services”) in selected Canterbury City Council car parks.
2. These terms and conditions set out the relationship between Canterbury City Council and each and every customer using the car parks at which Automatic Number Plate Recognition is in operation. When using the Services you accept to be bound by these terms and conditions.
3. When using the Services you will need to familiarise yourself at any time when you make use of the Services with these terms and conditions or any changes to the same. The terms and conditions are, usually also available at the parking location but may be subject to change.
4. You are not permitted to assign or transfer any details as a registered user of the Services to any other person.
5. The Services provided through this website (www.canterbury.gov.uk/) are supplied by Canterbury City Council, .
6. The Service is accessed and represented through the Canterbury City Council website www.canterbury.gov.uk/.
7. The overall control of parking operations and any enforcement is provided and managed by Canterbury City Council.
8. The Services support a range of payment facilities for drivers and/or owners of vehicles that are required to pay fees for parking either through the internet or mobile phone.
9. The Services are officially used and authorised by Canterbury City Council to collect payments, and will provide to Canterbury City Council with vehicle parking details and information. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions. .
10. If you need to contact us for any reason, you may do so by writing to us at: Parking Facilities, Canterbury City Council, Council Offices, Military Road, Canterbury, Kent - CT1 1YW, or parking.facilities@canterbury.gov.uk

Registering and using the Services

1. To obtain the Services you must first register through the Canterbury City Council website www.canterbury.gov.uk/ and be accepted by Canterbury City Council.
2. During registration you will be required to provide correct details including name, address, vehicle registration number, mobile number and payment details. If your personal details change you will need to update your registered details or contact Canterbury City Council immediately.

3. After you have been accepted to use Services and have been provided with an account you must enter any requested details correctly when using the Services. This includes (but is not limited to) the correct location code (if requested) for your parking location. The location code will be displayed at the location of parking. When paying for Services you must ensure correct entry of location, failure to do so can result in:
 - a. entry or exit being barred from the car park, and/or
 - b. You being subject to parking enforcement

should due payment for any parking rights provided not be made .

4. A parking booking is deemed to have been placed by a customer when such parking booking has been made:
 - a. from your mobile phone or
 - b. through Canterbury City Council's website at www.canterbury.gov.uk/, or
 - c. as a registered user sending an SMS with correct details.

Canterbury City Council reserves the right not to accept the booking if payment for Services are not made. Registration for Service does not guarantee a parking space at any time in any of the car parks provided by Canterbury City Council. Parking spaces available through the ANPR parking service are strictly 'subject to availability' only.

5. For each booking, Canterbury City Council shall process your personal data including details for bank/card payments, and you are consenting to the use of these details.
6. Your Service payments and any personal information held is managed by our payment provider, who are a PCI DSS Level 1 compliant payments provider, a data security standard mandated by the Payment Card Industry (PCI) Security Standards Council.

Payment for Services

1. You are responsible for all charges (including VAT) arising out of the use of the Services. These shall include (but is not limited to) charges for:
 1. The use of a mobile (if applicable and irrespective of type of device) and all service charges levied by the mobile operator.
 2. Parking charges, including (but not be limited to) the charge for parking fees payable to Canterbury City Council,
 3. Fees payable through using the Service
 4. Any charges levied by Canterbury City Council, bank or card issuer.
2. By registering for the Service you become a registered user and agree and authorise Canterbury City Council to obtain funds, including pre-authorisation for payment. Where multiple vehicles are registered, charges will be made for each vehicle that has used the Service.
3. No credits or refunds will be given for periods of time during which a season ticket is not used.
4. The Services can be cancelled at any time through the website, no credits or refunds will be made.

Availability of Service

1. Canterbury City Council will use its reasonable endeavours to maintain the continuous operation of the Service, however it does not guarantee uninterrupted access to the Service, and you accept that access to the Service may be restricted for occasional repairs, routine maintenance or upgrades.
2. Situations may occur that are beyond Canterbury City Council's reasonable control, that can disrupt the provision of Services. Canterbury City Council will recommence provision of Services as soon as the root cause has been resolved. There may be a delay before it can recommence Services.

Suspension or termination of Service

We may suspend account usage where a registered user is in breach of the terms and conditions. Registered users will be notified either in writing by post or by email that the account has been suspended, to re-enable an account you will be required to provide supporting information to satisfy Canterbury City Council that cause or reason of suspension has been fully rectified/resolved.

Canterbury City Council shall be entitled to terminate ticketless parking services immediately if:

1. Any notified amounts owed by a registered user are not paid immediately.
2. Canterbury City Council are exposed to risk of litigation or civil proceedings by any actions caused by the registered user.
3. A material breach of these terms and conditions is committed by the registered user.
4. The registered user of the Service is bankrupt, enters into an arrangement with creditors, or a receiver or administrator is appointed over any part or all assets of the registered user.
5. Canterbury City Council are mandated to comply with an official or legal order.
6. Canterbury City Council believe the registered user will be unable to pay any amount due under the terms and conditions.
7. For any reason.

Exclusions, limitations and liability

1. Canterbury City Council will not be liable (whether in contract, tort including negligence, or otherwise) to you for:
 - (i) for any direct losses of any kind however arising,
 - (ii) loss or destruction of data, profits, savings or contracts, and/or
 - (iii) any indirect or consequential loss or damage, loss of reputation and goodwill,, loss of profits, savings or contracts, and/or

(iv) any indirect or consequential loss or damage, costs, expenses or other claims for compensation relating to the use or the inability to use or in any other way related to or in connection with the provision of the Service

(v) any loss or damage which you may suffer as a result of using the Services including, without limitation, losses resulting from parking fines rightfully applied by any authority under the Road Traffic Act 1984 (as amended), the Road Traffic Act 1991 (as amended), the Traffic Management Act 2004 (as amended), other relevant parking legislation or common law. In no event shall Canterbury City Council, its affiliates, subsidiaries, agents, suppliers and/or subcontractors be liable whatsoever

2. Other than if further excluded in these terms and conditions, if Canterbury City Council are in breach of any of these terms and conditions or if any other liability is arising (including liability for negligence or breach of statutory duty), then subject to the provisions of section 9, our aggregate liability shall be limited, for any one event or series of connected events in a twelve month period to the amount that is ten (10) times the value of the parking charge.
3. Canterbury City Council undertake to use reasonable care in maintaining and monitoring our systems and services but, where Canterbury City Council use such reasonable care, Canterbury City Council will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of Service or systems failure caused by systems or services under Canterbury City Council's control which result in our systems or services being unavailable for you to use. Where such systems or service failure is caused by systems or services not under Canterbury City Council's control, Canterbury City Council will not be liable for any damages or losses whatsoever.
4. Canterbury City Council will not be liable for the loss of any emails or SMS messages sent to mailboxes of any configuration or sent from email accounts related services provided by Canterbury City Council. Canterbury City Council will not be responsible for any SMS or email stored in mailboxes provided by Canterbury City Council.
5. Canterbury City Council accept liability for death or personal injury caused by its negligence, and any other liability which cannot be excluded by law, without limit and none of the limitations contained in these terms and conditions apply to such liability.
6. You agree to indemnify and hold Canterbury City Council, its subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this agreement, or your breach of any law or the rights of a third party relating to your use of the service.
7. Whilst Canterbury City Council make regular maintenance updates to our systems, firewalls and Services, it is your responsibility to ensure that your system is adequately protected from viruses, worms or other disabling devices. Canterbury City Council will not be liable for any damages or losses whether direct or indirect that you may suffer as a result of any virus, Trojan horse or other disabling device that affects services or systems, whether under Canterbury City Council's control or otherwise, caused by your failure to adequately protect your system.
8. You and Canterbury City Council expressly exclude any rights of third parties who may otherwise be entitled to enforce the terms of the agreement as if they were a party to it.

9. Your statutory rights relating to the use of reasonable care and skill in the provision of the Service are not affected by the terms and conditions of the agreement. For further information about your statutory rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

Complaints

1. Should you have cause to make a complaint, please send details to the following address: Parking Facilities, Canterbury City Council, Council Offices, Military Road, Canterbury, Kent - CT1 1YW or email to parking.facilities@canterbury.gov.uk
2. A complaint must be made upon the day of the occurrence and must be followed up in writing (letter or email) within five days to be valid and considered.
3. You should expect to receive a reply within 10 working days upon receipt of your complaint. You will be informed of any delay if one should arise.

Privacy statement

Canterbury City Council is committed to ensuring that your privacy is protected. Any information requested is solely used for the execution of Automatic Number Plate Recognition parking services, for you as the Registered User of the Automatic Number Plate Recognition parking services, processing of payments. Canterbury City Council are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure Canterbury City Council have put in place suitable electronic and managerial procedures to safeguard and secure the information Canterbury City Council collect online.

Canterbury City Council will not sell, distribute or lease your personal information to third parties. You may request details of personal information which Canterbury City Council hold about you under the Data Protection Act 2018 and General Data Protection Regulations 2016. If you would like a copy of the information held on you please write to: Parking Facilities, Canterbury City Council, Council Offices, Military Road, Canterbury, Kent - CT1 1YW or email to parking.facilities@canterbury.gov.uk.

If you believe that any information Canterbury City Council are holding on you is incorrect or incomplete, please write to or email Canterbury City Council as soon as possible, at the above address. Canterbury City Council will promptly correct any information found to be incorrect.

GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English Law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

Cookie policy

Cookies are devices which your computer or mobile device downloads when you visit a website. They allow your computer or mobile device to be recognised when you return to these websites or on other websites linked to them.

Cookies have a number of different functions. Some of these are

- Remembering how you like to view a website and your other preferences
- Making login easier by remembering your details
- Tracking how you move around the website
- Providing targeted advertisements based on your browsing history
- Providing open and click through information on electronic messages

Cookie categories

The International Chamber of Commerce guide to cookie categories will tell you about the different sorts of cookies which can be used. The main categories of cookie are:

- Strictly necessary
- Performance
- Functionality
- Targeting or advertising

Strictly necessary cookies

These cookies are essential, as they enable you to move around a website and use its features, such as accessing secure areas. Without these cookies, services you've asked for (such as access to secure areas) can't be provided. These cookies don't gather information about you that could be used for marketing or remembering where you've been on the internet.

Performance cookies

These cookies collect information about how you use a website, for example which pages you go to most often and if you get any error messages from certain pages. These cookies don't gather information that identifies you. All information these cookies collect is anonymous and is only used to improve how a website works.

Functionality cookies

These cookies allow a website to remember choices you make (such as your user name, language or the region you're in) and tailor the website to provide enhanced features and content for you. For instance, they remember your log-in details and allow you to watch videos. They also ensure the onsite marketing and experience is relevant to you. These cookies can also be used to remember changes you've made to text size, font and other parts of pages that you can customise. They may also be used to provide services you've asked for such as watching a video or commenting on a blog. The information these cookies collect may be anonymous and they cannot track your browsing activity on other websites.

Controlling cookies

You have options to control the cookies which are placed on your device in future through your browser settings. You can also delete/disable existing cookies using these settings.

If you disable cookies on your browser, please note that some parts of our site may not function as effectively, and you will not be able to access the client portal, as this requires cookies to be enabled.

If you'd like us to stop using non-essential cookies when you visit our site please let us know here parking.facilities@canterbury.gov.uk

More information

If you would like more general information about cookies you can find it at <http://www.allaboutcookies.org>.

If you have any questions about this cookie policy or Canterbury City Council's other privacy practices, please [contact us](#).