

# PERMIT TERMS AND CONDITIONS

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Please ensure that you read both the general terms and conditions and the terms and conditions specific to the permit type for which you are applying.

## The Parking Office – Contact Us

**Telephone:** 01237 428700  
**Email:** [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)  
**Website:** [www.torridge.gov.uk/parking](http://www.torridge.gov.uk/parking)  
**Address:** The Parking Office  
 Riverbank House  
 BIDEFORD  
 EX39 2QG

### Opening Hours:

Monday – Friday	8:30AM – 4:30PM
Weekends, Bank or Public Holidays, and the week of Christmas	CLOSED

## **General Terms and Conditions**

### ***Applications***

Please ensure that the information you provide on your application is complete and accurate.

You are strongly advised to check that your vehicle registration, postal address, telephone number and email address are correct before submitting your application.

### ***Start Dates***

Once your application is received it will be processed and sent by first class post. This process will usually take 2 or 3 days. However, there may be a delay in processing your application if it is received during a weekend, on a Bank Holiday or other period when Council Offices are closed (typically at Christmas and Easter).

**Please ensure that the start date on your application is at least 3 working days after the date on which you submit your application.**

The earliest start date it is possible to enter on a permit is the current date, although this is not advised for the reasons given above. Permits will not be backdated.

***Only once you have received and correctly displayed your permit will it apply, even if you have paid for a permit with an earlier start date.***

### ***Displaying your permit***

Your permit must be clearly displayed in the front windscreen of your vehicle at all times. Vehicles that do not display a valid permit may receive a Penalty Charge Notice (PCN).

It is the responsibility of the permit holder to ensure that they transfer their permit between vehicles (where applicable).

### ***How We Will Use Your Personal Information***

Torridge District Council will use the information given by you to provide you with the service requested. We may also use the information for other purposes set out in the Council's Privacy Notice found at <http://www.torridge.gov.uk/privacynotice>. This could include for crime prevention or to assist in providing you with other services. More information about this can be found on the link above.

## **Permit Specific Terms and Conditions**

### ***Business***

1. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 / 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of a replacement permit.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
5. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
6. In using this permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.

## ***T-Business***

1. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 or 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of replacement permits.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
5. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
6. In using this permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.
7. The 2 hour maximum stay restriction in the Pill Car Park (which usually applies between 12:00pm and 6:00pm on Saturdays and between 8:00am and 6:00pm on Sundays) does not apply to T-business permit holders.

***Business – Westward Ho! Main Car Park only***

***Winter Season only (1<sup>st</sup> November – 14<sup>th</sup> March)***

1. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 or 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of a replacement permit.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
5. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
6. In using this permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.
7. Only Westward Ho! residents may apply for and use this type of permit. the Council may request proof of residence and cancel permits issued to customers who are not resident in Westward Ho!

## ***Park and Launch***

1. This permit allows you to launch your craft and park your vehicle and trailer at the Churchfield Car Park, Appledore, ONLY until the expiry date stated on this permit.
2. This permit must be displayed in the front windscreen of the towing vehicle at all times. Failure to clearly display this permit may result in a Penalty Charge being issued to the vehicle and or trailer.
3. Trailers must remain attached to the towing vehicle at all times.
4. You must identify yourself to any authorised officer of the Council before launching your craft.
5. Access to the Slipway must be maintained at all times.
6. The parking of vehicles and trailers and other equipment used for the launching of craft will not be permitted on the Slipway. All offending vehicles, trailers and other equipment may be liable to a Penalty Charge Notice and or removal.
7. Any authorised officers of the Council have total authority to prevent any craft from using the Slipway if they are not satisfied that there is adequate insurance in place or that the behaviour of the operator of the craft is detrimental to other users of the Slipway.

## ***Reserved Bay***

1. This agreement authorises the parking of vehicle(s) only at the location stated.
2. This agreement holder is responsible to ensure that any vehicle(s) using the bay displays the permit provided by the Council at all times in the front windscreen. Vehicles not displaying the permit will be liable to a Penalty Charge Notice.
3. If applicable the agreement holder should lock the entrance to the bay on leaving.
4. The Council accepts no liability for loss or damage to vehicles parked in this space or the contents thereof.
5. The agreement must be produced on request, by an authorised officer or servant of the Council.
6. The sub-letting or hiring of this bay to a third party is not permitted.
7. No refunds of the fee paid will be made.
8. The agreement is not transferable and is personal to the agreement holder.
9. The Council reserves the right to close the bay for a maximum of 14 days without reimbursement to the agreement holder on any one occasion to enable the Council's servants and or agents to carry out works to the bay or at or on any adjacent property.
10. The Council reserves the right to terminate this agreement forthwith upon any breach of the above conditions.
11. Notwithstanding the above provisions, in the event of the Council proposing to carry out any development on or adjacent to the bay, the Council may terminate this agreement upon giving the agreement holder three months notice, in writing. Such notice shall be deemed to be validly served if posted by first class post addressed to the agreement holder at his/her known place of abode. The Council shall not be liable to pay any compensation or damages to the agreement holder as a result of the termination except that it shall refund a proportionate part of any fee already paid at the date of giving the said notice.
12. An invitation to renew this agreement will be sent to the agreement holder prior to expiry.
13. The terms of the District of Torridge (Off Street Parking Places) Order shall apply to the use of the bay.

## ***Residents***

1. The residents permit is valid from 16.00pm to 10.00am, Monday to Saturday and all day on Sundays in car parks where residents permits are valid. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 / 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of a replacement permit.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
5. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
6. In using this permit in your designated vehicle you are agreeing to the Council's Terms & Conditions contained herein and within the above mentioned Order.
7. Your permit is valid in the car park you have selected and all other car parks where resident's permits are valid .



## **Season**

1. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 / 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of a replacement permit.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
5. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
6. In using this permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.

## ***Season – Westward Ho! Main Car Park only***

### ***Winter Season only (1st November – 14th March)***

1. The use of this permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
2. This permit is vehicle specific. Should you change your vehicle or lose this permit then you must contact The Parking Office immediately (Telephone 01237 428981 or 428895 or email [carparks@torridge.gov.uk](mailto:carparks@torridge.gov.uk)) Note: an administration fee of £10 will be charged for the issue of a replacement permit.
3. The replication or the alteration of this permit is not permitted. Any permits found to be altered or replicated will be cancelled immediately and no refund of any fees paid will be made.
4. Your permit must be clearly displayed in the front windscreen of your vehicle at all times.
5. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
6. In using this permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.
7. Only Westward Ho! residents may apply for and use this type of permit. The Council may request proof of residence and cancel permits issued to customers who are not resident in Westward Ho!

## ***Tourist***

1. Tourist Permits can be obtained for 7 days or 14 days. A maximum of two 7 day permits or one 14 day permit may be obtained during any 12 month period.
2. **The replication or the alteration of the permit is NOT permitted.** Any permits found to be altered or replicated will be cancelled immediately. No refund of any fees paid will be made, and a Penalty Charge Notice (PCN) may be issued.
3. The permit must be clearly displayed in the front windscreen of the vehicle.
4. **The permit is only valid in car parks operated by Torridge District Council.** Please check the individual car parks for specific terms and conditions as stated on the information boards.
5. **The permit cannot be used in 'on street' parking areas.**
6. The Council accepts no liability for the loss or damage to vehicles or the contents thereof.
7. The use of the permit does not preclude you from receiving a Penalty Charge Notice should you fail to comply with these terms and conditions or commit any other contravention contrary to the District of Torridge Off Street Parking Places Order. Please see the information board in the car park for further details.
8. Please note: There is a maximum stay of 1 hour in Bideford Manor Car Park at all times which applies to all users including Tourist permit holders. However, the 2 hour maximum stay restriction in the Pill Car Park (which usually applies between 12:00pm and 6:00pm on Saturdays and between 8:00am and 6:00pm on Sundays) does not apply to Tourist permit holders.
9. In using the permit in your designated vehicle you are agreeing to the Council's terms & conditions contained herein and within the above mentioned Order.
10. The permit is vehicle specific and does not cover trailers.

## **Terms and Conditions for the rental of other parking places** (permit not supplied)

### ***Garage (Rental Agreement)***

A rental agreement must be completed and signed by both Torridge District Council and the tenant before a garage will be let. The terms and conditions of this agreement are given below; although applicants should ensure that they have read and fully understood the agreement before signing and returning it.

1. The Landlord lets and the tenant takes all that lock up garage situate and known as (specified) at Torridge Road garages Appledore (herein after known as 'the premises').
2. The tenancy shall be a quarterly tenancy commencing on (date specified) and shall continue thereafter until determined by either party giving to the other one quarters previous notice in writing to determine the same.
3. The rent shall be (amount specified) per quarter and shall be paid quarterly in advance on the usual quarter days the first payment to be made on.
4. The tenant shall:
  1. Pay the said rent on the days and in the manner aforesaid;
  2. Pay all existing and future rates taxes and outgoings charged upon the premises or on the owner or occupier thereof;
  3. Keep all gullies, gutters, wastes and drains (if any) well cleansed and keep the premises including doors, windows, fixtures and fittings (but except the roof, main walls, main timbers and outside paint work) in good and tenantable repair;
  4. Use the premises only as a private garage for the storage of a private motor vehicle not used for any purpose which constitutes 'business within the meaning of Part II of the Landlord and Tenant Act 1954 and not use the premises for any other purpose whatsoever;
  5. Not run the engine of the motor car whilst the same is in the premises except so far as may be necessary for entering or leaving the premises and not do or permit to be done on the premises which may cause a nuisance, discomfort or annoyance to the neighbours of the landlord;
  6. Not keep more than two gallons of petrol (apart from any petrol in the tank of the motor car) and not more than five gallons of lubricating oil (apart from any oil which may be contained in the mechanism of the car) stored in or upon the premises and shall take all reasonable and proper precautions against fire occurring on the premises;

7. Not assign or sublet the premises or any part thereof;
8. Not make any additions or structural alterations in or to the premises;
9. Not display or permit to be displayed on the premises any advertisement, notice, bill or nameplate;
10. At the expiration or sooner determination of this tenancy deliver up the premises in good order and condition and in such decoration and repair as the landlord may reasonably require having in regard to the requirements of an incoming tenant;
11. Permit the landlord, his duly authorised servant, agents and workmen upon three days previous notice to enter upon the premises at all reasonable times;
  1. To view the state and condition of the premises and to carry out any repairs for which the landlord is liable under the terms of this agreement or;
  2. To carry out any repairs to the neighbouring or adjoining properties belonging to the landlord;
  3. The landlord shall keep the roof, main walls, main timbers and outside paintwork in tenantable repair (damage by fire, storm, tempest or aircraft excepte

