

B2B Season Tickets Terms and Conditions

These Terms and Conditions set out the terms on which we will supply to you a Season Ticket. Please read these Terms and Conditions carefully as they will form the basis of the Contract between us. By placing an Order for a Season Ticket or selecting "Register" on the NCP App or Website, you agree to be bound by these Terms and Conditions. We are always happy to assist where we can, and to take on board any comments which you might have. If you have a general comment or query, please contact our Sales department at Sales.Admin@ncp.co.uk department or visit the [Help Centre](#) for more information.

1. Defined terms

(a) The following terms used throughout these Terms and Conditions shall have the following meanings:

any references to "**NCP**", "**we**", "**us**" and "**our**" shall be a reference to National Car Parks Limited registered in England and Wales under company number 253240 whose registered office is at Saffron Court, 14B St Cross Street, London, EC1N 8XA.

"**you**" and "**your**" means the business (whether a person, company, partnership or other legal entity) which is purchasing a Season Ticket and whose details are set out under the 'Bill To' Section in the Order Form.

"**Account**" means the account which is linked to an Authorised Holder which such Authorised Holder opens when registering for the NCP App.

"**ANPR**" means automatic number plate recognition.

"**Authorised Holder**" means in relation to a Season Ticket purchased by you, the individual within your business who is allocated that Season Ticket by you and who registers that Season Ticket in their NCP Account.

"**Auto-renew**" means your active season ticket will automatically renew on the date of expiry allowing an Authorised Holder to continue to park a Vehicle in the Nominated Car Park for the next Period in accordance with these Terms and Conditions.

"**Car Park Terms**" means the car park terms and conditions on display at the Nominated Car Park(s) and available on our Website (as updated from time to time), provided that if there is a conflict between the terms on display at the Nominated Car Park (s) and those on the Website then the terms on display on the Website shall prevail.

“Commencement Date” means the later of the “Ticket Start Date” as set out on the Invoice or the date on which payment for the Season Ticket is made, unless you are a Credit Customer in which case it means the date of the Ticket Start Date.

“Contract” means the contract between us and you for the supply of the Season Ticket which consists of the Order Form and these Terms and Conditions.

“Credit Customer” means where we have agreed that you can pay the Invoice after the Commencement Date in line with your Payment Terms.

“Customer Personal Data” means all information which identifies you (where you are an individual) or an Authorised Holder and makes you or that Authorised Holder identifiable and which is processed by us in connection with a Season Ticket.

“Data Protection Laws” means all applicable laws in force from time to time relating to the processing, privacy and use of Customer Personal Data, including the Data Protection Act 2018 (“**DPA**”), the UK GDPR (as defined in section 3(10) of the DPA) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and **“Process”** shall have the meaning set out in, and will be interpreted in accordance with such laws.

“Invoice” means the invoice which is issued to you by us in relation to a Season Ticket.

“Liability” means every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

“NCP App” means the NCP app which is available for download from the Apple Store or Google Play as the same may be updated from time to time.

“Nominated Car Park(s)” means the car park (or car parks in the case of a Roving Season Ticket) nominated in relation to a Season Ticket in the Order Form.

“One-time purchase” means a single season ticket purchase allowing an Authorised Holder to park their vehicle in the Nominated Car Park for the required chosen Period and will not Auto-renew.

“Order” means your order for the purchase of one or more Season Tickets for your chosen Period set out in an Order Form which has been signed by you in accordance with these Terms and Conditions.

“Order Form” means the final quotation which we issue to you for signature, and which sets out the Season Tickets that you are ordering and the charges for these and to which these Terms and Conditions are attached.

“Our Contact Details” means the contact details set out above or via such other means as we notify to you from time to time.

“Payment Terms” means the section marked “Payment Terms” as stated on your Order Form.

“Period” means the monthly, quarterly or yearly period as applicable to your Season Ticket.

“Roving Season Ticket” means a permit allowing an Authorised holder to park their Vehicle in a number of different Nominated Car Parks for the required chosen Period.

“Season Ticket” means any season ticket which is issued to you pursuant to the Order, whether it is a Standard Season Ticket or a Roving Season Ticket.

“Season Ticket Charge” means the charge for the relevant Period applicable to the Season Ticket as specified on the Order Form as the same may be increased in accordance with section 6(b) below.

“Standard Season Ticket” means a permit allowing an Authorised Holder to park a Vehicle in the Nominated Car Park for the required chosen Period.

“Vehicle” means any vehicle with a vehicle registration mark which is specified from time to time by an Authorised Holder within the account they open below for use in connection with their Season Ticket.

“Website” means www.ncp.co.uk.

“Your Contact Details” means the contact details you initially provide us via email, phone or otherwise when enquiring about purchasing a Season Ticket or as updated by written notice to us from time to time.

In these Terms and Conditions:

(b) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

(c) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) References to statutory provisions shall (where the context so permits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted as may be the case from time to time (as the context requires) and to any orders, regulations, instructions, instruments or other subordinate legislation made under the relevant statutes.

(e) References to sections are to the sections of these Terms and Conditions.

2. Information about us

In certain car parks, we act as agent on behalf of the car park owner, which may be a group company, local authority, corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

3. Terms and Conditions

(a) When an Authorised Holder uses a Season Ticket, you and they are agreeing to be bound by and to comply with the Car Park Terms.

(b) You shall ensure that prior to their use of the Nominated Car Park(s) and Season Tickets, each Authorised Holder is made aware of these Terms and Conditions and complies with any provision of these Terms and Conditions which refers to an obligation on an Authorised Holder (the **Applicable Terms**) together with the Car Park Terms.

(c) You shall ensure that each Authorised Holder complies with the Applicable Terms and the Car Park Terms.

4. How the contract is formed

(a) If you make an enquiry about purchasing a Season Ticket, we will confirm the price of this by sending you a quote. Except as set out below, the issuing of a quote or any other communication from us in relation to a Season Ticket is not an offer and is not capable of acceptance.

(b) We can withdraw any quote that we provide to you at any time by written notice to you, following which section 4(c) will not apply.

(c) Once you have confirmed agreement to a quote we have issued, we will issue you with an Order Form. Subject to section 4(d) below, a Contract will be formed when you have signed the Order Form via DocuSign or such other process as we may notify to you from time to time.

(d) We can withdraw any Order Form that we issue to you at any time before you sign it, by written notice to you, following which the Order Form will no longer be capable of acceptance by you and, if it is then signed by you, no Contract will be formed.

(e) Once the Contract is formed and (except where you are a Credit Customer) the Invoice in relation to the same has been paid, the Season Ticket(s) specified in the relevant Order Form will then be made available to you.

5. Transfer and Re-allocation of Season Tickets

(a) Each Season Ticket must be allocated to an Authorised Holder before it is used.

(b) Save where we have expressly permitted it, you must ensure that the Season Ticket is only used by the Authorised Holder to which the Season Ticket has been allocated including where the Season Ticket or any code associated with it has been printed, photographed, screenshotted or copied in any other way.

(c) You may reallocate a Season Ticket to another Authorised Holder. You may only do this once per month in relation to each Season Ticket. To do this, you need to contact us via Our Contact Details or use such other means as we may specify from time to time. You acknowledge that such reallocation can take up to 72 hours to complete.

(d) If any Season Ticket is lost or stolen, you will remain liable for any use of it until you contact us using Our Contact Details and we are able to cancel or disable it.

6. Price and payment

(a) **Price** All costs and taxes will be detailed in the Invoice.

(b) **Increase in prices:** We may increase our Season Ticket prices from time to time. Where a Season Ticket is Auto-renew, we will notify you in writing to Your Contact Details if our prices will increase in respect of the following Period at the same time as sending you an invoice in accordance with section 6(d) below and you may either:

(i) give us notice in writing that you wish to cancel a Season Ticket by emailing ncp.cancellations@ncp.co.uk prior to the commencement of the new Period or by contacting us via Our Contact Details; or

(ii) do nothing, in which case the amount owed in respect of any subsequent Period will be increased in line with our price increase and the Season Ticket will renew for a further Period.

If you do not notify us that you wish to cancel a Season Ticket prior to the commencement of the new Period then you will be liable to pay the Season Ticket Charge for that Season Ticket in respect of that Period.

(c) **Payment methods:** You must pay any amounts due to us in accordance with the Payment Terms.

(d) **Payment, Periods and term:** If you order a Season Ticket from us, one of the following shall apply:

- (i) **One-time purchase:** Where you order a One-time purchase Season Ticket, you must pay us the Season Ticket Charge prior to the Commencement Date. This Season Ticket will commence on the Commencement Date and will not renew at the end of the Period.
- (ii) **Auto Renew:** Where you order an Auto-renew Season Ticket you must pay the initial Season Ticket Charge prior to the Commencement Date and, unless you cancel the Season Ticket in accordance with sections 6(b) or 9, prior to the commencement of the next Period.

Monthly Season Tickets - If a Season Ticket is monthly:

- (i) the Season Ticket will be valid for an initial Period of one month from the Commencement Date and will then renew automatically for further periods of one month unless cancelled by you or us pursuant to sections 6(b) or 9. For example, if the Commencement Date is 15th February, the initial Period is from 15th February to the 14th March (inclusive); and
- (ii) we will send you an Invoice for the Season Ticket Charge at least 14 days before the start of the next Period.

Quarterly Season Tickets - If your Season Ticket is quarterly:

- (i) the Season Ticket will be valid for an initial period of 3 months and will then renew automatically for further periods of 3 months unless cancelled by you or us pursuant to sections 6(b) or 9. For example, if the Commencement Date is 15th February, your first payment covers the Period from 15th February up to the 14th May (inclusive); and
- (ii) we will send you an Invoice approximately 42 days before the start of the next Period.

Annual Season Tickets - If the Season Ticket is annual:

- (i) the Season Ticket will be valid for 1 year and will then renew automatically for further periods of one year unless cancelled by you or us pursuant to sections 6(b) or 9. For example, if your Commencement Date is 15th February, your first payment covers the Period from 15 February to 14th February of the following year (inclusive); and
- (ii) we will send you an Invoice approximately 42 days before the start of the next Period.

- (iii) **Non-Payment:** Unless you are a Credit Customer, until we have received payment from you of the Season Ticket Charge for a Season Ticket for the relevant Period, we will not issue the Season Ticket or process any renewal of the same and you or your Authorised Person will not be able to use the Season Ticket during that Period.

7. Your Season Ticket

(a) You acknowledge that a Season Ticket does not guarantee you or any Authorised Holder a space in any Nominated Car Park or entitle any Authorised Holder to park in areas marked as reserved (whether for premier bay users or otherwise) in any Nominated Car Park, nor does it confer on you or any Authorised Holder any exclusivity in or over any part of the Nominated Car Park(s).

(b) A Season Ticket will permit the Authorised Holder to park one Vehicle only in the Nominated Car Park(s) at any one time.

(c) You shall not, and shall procure that no Authorised Holder shall, at any time, without prior written permission from us,

- (i) use the Nominated Car Park(s) as a storage facility for any vehicle;
- (ii) allow any other business or any person other than the Authorised Holder to use the Season Ticket;
- (iii) sub-let or purport to sub-let any space at any Nominated Car Park.

Breach of this section 7(c) shall be a material irremediable breach of the Contract and we shall be entitled to immediately terminate the Contract and any other Contracts or Season Tickets on giving you written notice.

(c) Once a Season Ticket has been used to exit a Vehicle from a Nominated Car Park, it cannot be used again to exit a different vehicle, whose parking session overlaps with any part of the parking session of the first Vehicle. If anyone attempts to use a Season Ticket in this manner, or if an Authorised Holder is unable to produce their Season Ticket for any reason when exiting a Nominated Car Park, you will be charged at the prevailing daily tariff rate at the Nominated Car Park for the full length of the parking session. Please note that we reserve the right to review historical usage of any Season Ticket alongside CCTV footage to determine whether the Season Ticket has been misused and to pursue you for any loss that we have suffered as a result of any such misuse.

(d) You shall ensure that each Authorised Holder ensures that the Vehicle details within their Account are up to date. Neither you nor any Authorised Holder shall use or attempt to use or otherwise permit the Season Ticket to be used, with any vehicle other than a Vehicle at any Nominated Car Park or attempt to use a Season Ticket to park more than one vehicle at a time at a Nominated Car Park. If you or an Authorised Holder does so then:

- (i) we shall be entitled to charge you at the prevailing daily tariff rate at the Nominated Car Park for the full length of the relevant parking session; and
- (ii) you acknowledge that if the Nominated Car Park uses ANPR then any vehicle other than a Vehicle will not be able to gain access to the Nominated Car Park using the Season Ticket.

(e) Depending upon the type of car park the Nominated Car Park is, an Authorised Holder may need to take another ticket from the machine at the entry/exit point to the Nominated Car Park, to allow access. The Authorised Holder will need to produce this ticket together with your Season Ticket to a car park attendant on exit to avoid having to make any additional payments. In no circumstances shall we be obliged to refund any such additional payments.

(f) If you have purchased a three-day-a-week Season Ticket and the number of days on which that Season Ticket is used in the relevant Period exceeds the number of days for which that Season Ticket is valid in that Period (the **Maximum Days**), the Authorised Holder must purchase or hold another valid form of ticket or parking permit for the duration of such excess use. Failure to do so entitles us to charge you for any such excess use in accordance with the standard tariff at the Nominated Car Park together with an administrative fee. If we identify persistent attempts to use a

three-day-a week Season Ticket in excess of the number of the Maximum Days, we reserve the right to cancel the Season Ticket without refund.

(g) You acknowledge that the opening hours of the Nominated Car Park(s) are on display at the Nominated Car Park(s). We are not responsible for granting access to or egress from the Nominated Car Park(s) outside of these opening hours.

8. Use of the NCP account via the NCP App and our Website

(a) In order for an Authorised Holder to use a Season Ticket, the Authorised Holder must download the NCP App and complete the registration process for the same including accepting the terms and conditions of use in relation to the NCP (the **NCP App Terms**) and provide us with their name, valid email address, valid payment method details, mobile number and vehicle registration marks for their Vehicles. An Authorised Holder may change any of the information in their account at any time.

(b) Each Authorised Holder must at all times comply with the NCP App Terms. If any Authorised holder fails to do so then we may suspend their account and any Season Ticket associated with it until we are satisfied that such breach will not be repeated.

(c) Each Authorised Holder must ensure that their login details are kept secure and are not disclosed to any unauthorised person. If you or an Authorised Holder suspects that someone unauthorised has or is using the details of an Authorised Holder or their account, they must change their password immediately and notify us by visiting the [Help Centre](#) for more information.

(d) You must not share any business code issued to you in connection with a Season Ticket except with the relevant Authorised Holder and the Authorised Holder must not issue this code to any other person. Any QR or other code issued to an Authorised Holder by us (including via the NCP App) (the **Season Ticket Code**) is personal to that Authorised Holder and that Authorised Holder must not share it with anyone else. Each Authorised Holder must ensure that they have their Season Ticket Code with them in order to use the Season Ticket allocated to them as otherwise you will be charged the standard rate at the car park that Authorised Holder is using.

(e) In order to ensure the full functionality of the NCP App and any products associated with it, each Authorised Holder must ensure they have the latest version installed. If the NCP App version being used is out of date, the Authorised Holder may be required to update the NCP App in order to be able to use it. We shall have no Liability to you or to any Authorised Holder for any inability to use, or issues with, the App or any Nominated Car Park which are the result of the failure of the Authorised Holder to install the latest version of or any updates to the NCP App as soon as these are made available.

(f) The NCP App and the Website are not guaranteed to be available, free from bugs or uninterrupted at all times.

(g) The right to use the NCP App is personal to each Authorised Holder and if that person sells or otherwise disposes of any device on which the NCP App is installed, they must ensure that they delete the NCP App from the device. In this situation, you and the Authorised holder shall remain liable for any use of the NCP App associated with any Authorised Holder's account via such device.

(h) You or an Authorised Holder can close their account at any time either via the NCP App or the Website portal. Where this occurs, you are responsible for reallocating any Season Ticket associated with such account pursuant to clause 5(c) above.

(i) You and the Authorised Holder shall not:

- (i) copy the NCP App or Website except as part of the normal use of the NCP App or the Website or where it is necessary for the purpose of back-up or operational security;
- (ii) translate, merge, adapt, vary, alter, reverse-engineer or decompile the whole or any part of the NCP App or the Website nor permit the NCP App or the Website to be combined with, or become incorporated in, any other programs, except as necessary to the use of the NCP App on devices permitted within these terms;
- (iii) collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running the NCP App or the Website.

(j) All intellectual property rights in the NCP App and/or the Website throughout the world belong to us and we grant a non-exclusive right to you and each Authorised Holder to use the same to the extent necessary to use the Season Tickets in accordance with these Terms and Conditions and the NCP App Terms and for you to exercise your rights and fulfil your obligations under these Terms and Conditions. Except as set out in this section 8(j), you and the Authorised Holder have no intellectual property rights in, or to, the NCP App or the Website. You and the Authorised Holder will not infringe our intellectual property rights or those of any third parties in relation to your use of the NCP App or the Website.

(k) We reserve the right to automatically delete your account or that of any Authorised Holder in the event it has been inactive for any period of time after your last Season Ticket was active.

(l) When submitting vehicle registration marks in your NCP App or Website account, the Authorised Holder must only submit vehicle registration marks for Vehicles that they either own or have full permission from the owner of the Vehicle to add to their account. If the owner of a Vehicle that an Authorised Holder has registered in their NCP App or Website account withdraws their consent, the Authorised Holder must promptly remove the vehicle registration mark for this Vehicle from their account.

(m) If an Authorised Holder is using the NCP App to gain entry or exit at a parking barrier, the Authorised Holder must, for their own safety and security, ensure that their engine is turned off and their handbrake applied. The Authorised Holder must not use the NCP App whilst driving.

9. Cancellation, renewals and refunds

(a) All Season Tickets

- (i) You may terminate the Contract on giving us written notice if we are in material breach of the Contract and (if such breach is remediable) we fail to remedy such breach within 28 days of being notified in writing to do so.
- (ii) You may cancel any Season Ticket with effect from the end of any current Period by giving us at least 14 days written notice before the expiry of that Period.
- (iii) If any Season Ticket is not cancelled in accordance with the Contract then that Season Ticket will automatically renew at the end of each Period for the next Period of that Season Ticket and you must pay the Invoice for the next Period.
- (iv) If the Contract is terminated then all Season Tickets provided under that Contract shall automatically terminate.
- (v) If all the Season Tickets expire or are cancelled then the Contract will automatically terminate.

(b) Termination by us on notice

- (i) We may terminate the Contract in relation to any annual or quarterly Season Ticket at the end of the then current Period for any such Season Ticket, provided that we notify you no less than 60 days prior to the expiry of that Period.
- (ii) We may terminate the Contract in relation to any monthly Season Ticket at the end of the then current Period or any such Season Ticket, provided that we notify you at least 14 days prior to the expiry of that Period.

(c) Termination by us for breach

We may terminate the Contract at any time (in whole or in relation to any Season Ticket) on notice to you if you or any of your employees, officers, partners or agents breach any of these Terms and Conditions or the Car Park Terms or if you or your employees, officers, partners or agents misuse your Season Ticket in any way.

(d) Closure of your Nominated Car Park

- (i) If you or an Authorised Holder has a Standard Season Ticket and the relevant Nominated Car Park closes for any reason and we are unable to offer or you choose not to accept any alternative car park suggested by us,

either you or us may cancel that Season Ticket. In such circumstances we will endeavour to give you 1 months' notice or such notice as we are reasonably able to provide in the circumstances.

- (ii) If you or an Authorised Holder has a Roving Season Ticket and one of your Nominated Car Park(s) closes for any reason you acknowledge that the Roving Season Ticket provides usage of other suitable Nominated Car Parks and we shall be under no obligation to provide an alternative car park or any refund or compensation for the closure.

(e) Refunds

- (i) Except as set out in section (e)(iii) below, upon cancellation of any Season Ticket (including where a Season Ticket terminates or is cancelled on termination of the Contract), we will refund to you the unused portion of the relevant Period from the date upon which a valid notice of cancellation termination becomes effective, to the date upon which your Season Ticket would otherwise have expired, or if earlier, the end of the Period for which payment has been made.
- (ii) Any refunds that we make to pursuant to section (e)(i), will be made to you by a payment into the account from which payment for the Season Ticket was originally made.
- (iii) Where a Season Ticket is cancelled by you due to our breach then the refund we provide will be our exclusive liability and your exclusive remedy in relation to such breach.
- (iv) You will not receive any refund (whether pursuant to section (e)(i) or otherwise) where:
 - a. we cancel a Season Ticket to terminate the Contract as a result of breach of the Contract or misuse of a Season Ticket;
 - b. you or we cancel a Season Ticket which you pay for on a monthly basis;
 - c. in the case of a Season Ticket which you pay for on an annual basis, the unused portion of the then current annual Period is less than 90 days; or
 - d. you have purchased a three-day-a-week Season Ticket and you have used less than your nominated number of days in a Period and in such event any unused days will not be carried over into any following period(s);
 - e. an Authorised Holder mistakenly also pays for parking at a Nominated Car Park whilst they have a valid Season Ticket.

(f) Lost or Stolen Season Tickets

If any Season Ticket is lost or stolen, then you and/or the Authorised Holder must follow the process specified for a lost or stolen Season Ticket at the [Help Centre](#).

(g) Defective Tickets

If any Season Ticket does not work for any reason (other than due to your act or omission or that of any Authorised Holder) you and/or the Authorised Holder must follow the process specified for a defective Season Ticket at the [Help Centre](#).

We will refund you in full against any charges you have incurred by parking a Vehicle in the Nominated Car Park(s) during the period from the date upon which you notify us that your Season Ticket is defective in accordance with the process referred to above to the date of receipt of a replacement Season Ticket, provided that you provide us with evidence of parking, i.e. valid parking tickets or receipts and you continue to make payments to us when due in accordance with these Terms and Conditions. The limit of liability in paragraph 10(c) below will not apply to this section 9(g).

(h) Consequences of Termination

Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract including sections 1, 8, 9(e), 9(h), 10 and 11 to 13 shall remain in full force and effect following any termination.

10. Our liability

(a) We will use reasonable skill and care in providing you with your Season Ticket and performing our other obligations under the Contract. In view of this obligation, all warranties, terms or conditions which may be implied by statute, law or course of dealing are, to the fullest extent permitted by law, excluded from the Contract.

(b) Nothing in the Contract limits any liability which cannot legally be limited, including Liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation; and
- (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(c) Except as provided in section 9 (g) (Cancellations, renewals, refund policy and replacements), where no limit of Liability will apply and subject to section 10(b), our total aggregate Liability to you arising out of or in connection with the Contract shall in no event exceed the greater of: (i) £1000.00 (one thousand pounds); and (ii) the total amounts paid by you to us pursuant to the Contract.

(d) Subject to section 10(b), we shall have no Liability for any:

- (i) loss of profits;

- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill;

whether direct or indirect; or

- (vii) indirect or consequential loss.

11. Communications

(a) You acknowledge that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing.

(b) Any notices given by you pursuant to these Terms and Conditions must be made in writing and must be sent to Our Contact Details.

(c) Any notices given by us pursuant to these Terms and Conditions must be made in writing and must be sent to Your Contact Details.

(d) Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
- (iii) if sent by email at the time of transmission, or, if this time falls outside business hours when business hours resume.

In this section 11, “business day” means any day in the UK other than a Saturday, Sunday or bank holiday and “business hours” means 9.00am to 5.00pm on any business day.

(e) This section 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12. Data protection

Please see our Privacy Notice available <https://www.ncp.co.uk/help-centre/website-terms-and-conditions/privacy-and-cookie-policy/> for details of how we Process Customer Personal Data in accordance with Data Protection Laws.

13. Confidentiality

- a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by section 13(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this section 13; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. General

(a) **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this section shall limit or exclude any liability for fraud

(b) **Variation.** We may need to change these Terms and Conditions, particularly to reflect changes in law or best practice or to deal with additional features which we introduce. Any changes will be published on our Website and we will give you at least 30 days' notice of any change. Following expiry of such notice the Terms and Conditions will be varied accordingly. Nothing said or done by any of our employees is capable of varying these Terms and Conditions. If you do not accept the notified changes you can cancel your Season Ticket by giving us not less than 14 days' written notice prior to the date such change takes effect and we will refund you the unused portion of the relevant Period in accordance with section 9(e). Except as set out in this section 14(b), no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

(c) **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or

remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

(d) **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this section 14(d), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

(e) **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(f) **Assignment.** You are not entitled to assign, charge, sub-contract, sub-license or transfer the Contract or any part of it without our prior written consent. We may assign, charge, subcontract or transfer the Contract or any part of it to any person.

(g) **Law and jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.