Q-Park Access Card Terms and Conditions of use

Please read the terms and conditions carefully. These set out your obligations, payment terms, State aid considerations and other important information.

A. TfL is providing subsidised access to the ten Q-Park car parks as set out in clause 7 (Car Parks) to enable taxi drivers to charge zero emission capable (ZEC) taxis at the rapid charging points located within the Car Parks.

B. This is an interim solution provided by Transport for London’s (TfL) London Taxi and Private Hire (LTPH) and Q-Park while TfL increases the number of rapid charge facilities available for taxis across Greater London or until such time as the agreement between TfL and Q-Park ends. TfL endeavours to provide as much notice as practicable in advance of this arrangement being withdrawn.

C. These terms and conditions (TfL Terms) are between and the Access Card Holder named above (You). TfL reserves the right to make changes to these terms and conditions from time to time.

1. Use of Q-Park Access Card

1.1 By using the Access Card You are deemed to have agreed to the TfL Terms and Q-Park’s general car park terms and conditions. These are available on https://www.q-park.co.uk/en-gb/terms-and-conditions/ (Q-Park Terms).

2.1 TfL will issue only one Access Card to You. The Access Card admits only one vehicle to one of the Car Parks at any one time. The Access Card is non-transferable and may not be sold to another taxi driver or any third party or be used with another vehicle. The Access Card is not for personal use.

3.1 Access Cards are to be used correctly and must always be used to enter (tap in on the system using your Access Card) and exit (tap out on the system using your Access Card) and to use the pedestrian doors in the Car Parks.

4.1 You confirm You are a TfL licensed taxi driver and either the registered vehicle keeper and/or renting or leasing the ZEC vehicle as described in the Q-Park Access Car Receipt on page 1 (Vehicle) and You agree that:
a) TfL will pay only a maximum of £2 for a one hour visit to the Car Parks to enable You to charge your Vehicle using a rapid charge point only (£2 Parking Charge);

b) the £2 Parking Charge is not for parking without using a rapid charge point;

c) all costs payable to charge your Vehicle will be covered by You and You understand this will not be reimbursed by TfL; and

d) TfL will not reimburse You for more than the £2 Parking Charge per visit to any of the Car Parks.

2. Payment Procedure

2.1 From 2 December 2019 to 31 March 2020 (the ‘Reimbursement Period’), You must pay the £2 Parking Charge and any other charges You incur when exiting the Car Parks.

2.2 You may reclaim the £2 Parking Charge for all eligible visits You make during the Reimbursement Period by submitting one claim form to TfL. This claim form must detail all eligible £2 Parking Charges incurred during the Reimbursement Period. This claim form must be submitted to TfL between 1 April 2020 to 17 April 2020 inclusive. No claim forms will be accepted during the Reimbursement Period or after 17 April 2020.

2.3 You must obtain a receipt from each visit to the Car Parks made during the Reimbursement Period and submit scanned copies with your claim form.

2.4 The claim form is available on the TfL website www.TfL.gov.uk/green-taxis. The completed claim form must be sent to Q-ParksExpenses@tfl.gov.uk.

2.5 Any claim forms which include individual claims exceeding the £2 Parking Charge per single entry will only be reimbursed to the maximum of the £2 Parking Charge by TfL.

2.6 All claim forms will be assessed to ensure they have been completed correctly and include all applicable receipts. A claim form which is either incomplete or incorrect may be rejected by TfL unless applicable evidence to TfL’s satisfaction can be provided.
3. **State aid**


3.2 In accepting the £2 Parking Charges payment, You shall comply with all applicable European Union rules on State aid or any national replacement for such rules including but not limited to the De Minimis Aid Regulation (State Aid Rules). You shall fully cooperate with TfL in utilising the applicable approvals and procedures in relation to the State Aid Rules.

3.3 In the event that you are in breach this Clause 3 above, or the provision of the £2 Parking Charges payment itself is deemed (by an appropriate authority) to breach the State Aid Rules, TfL may at its absolute discretion reduce, suspend or withhold the Parking Charges payment, or require all or part of the Parking Charges payment (together with applicable interest) to be repaid by You.

4. **Time limitation to use the Q-Park Car Park**

4.1 The one hour time limit starts when you enter (tap in on the system using your Access Card) and ends when you exit (tap out on the system using your Access Card) of one of the Car Parks. The one hour includes the time it takes for you to charge your Vehicle.

4.2 You should allow sufficient time to exit the Car Parks, foreseeing any delays that might cause you to exceed the one hour time limit.

4.3 If you exceed the one-hour time limit, any costs incurred over the £2 Parking Charge will not be reimbursed by TfL. These charges will be at the advertised Q-Park local rates. All charges need to be paid before you exit the Car Park. Any additional Car Park charges will only apply if you do not exit the Car Park within one hour.

5. **Conditions to comply with when in a Q-Park Car Park**

5.1 In addition to complying with Q-Park Terms, you agree to comply with the following:

5.2 No smoking or consumption of drugs or alcohol is permitted on the Car Parks premises. Conduct within the Car Parks towards staff and other customers including foul language, verbal abuse or threatening.
5.3 behaviour will not be tolerated and will result in immediate suspension of your Access Card;

a) fire exits are to be kept clear at all times (this includes smoking outside the fire exits);

b) all rubbish and waste water to be removed and not to be deposited in the Car Parks. The Vehicle is not permitted to be washed and/or cleaned at the Car Parks;

c) the Vehicles are to be parked in the designated area only. No parking or waiting at the entrance to the Car Parks, especially on any ramps is permitted;

d) toilets are not to be used for washing (apart from hands) or to fill water containers;

e) toilets are to be kept clean and tidy at all times and left in the condition they are found in; and

f) You must wear your LTPH brass badge to identify yourself whilst in the Car Parks.

6. Rapid Charge Points

6.1 You should check ZAP Map (https://www.zap-map.com/live/) prior to entering the Car Parks to determine if the rapid point charger is in use. If the rapid point charger is in use, please seek an alternative location.

6.2 You can find locations of other rapid charge points, including those which are dedicated for taxis at https://maps.london.gov.uk/ev-chargepoints/.

7. Ten Q-Park Car Park Locations

The Access Cards are only permitted to be used to access the Car Parks listed below:

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<th>Chinatown</th>
<th>Harley Street</th>
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<td>Knightsbridge</td>
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8. Suspension and Termination

If You fail to comply with any of the TfL Terms and/or Q-Park Terms, TfL may in its absolute discretion suspend your use of the Access Card by giving You notice in writing, setting out reasons for the suspension and the time period within which you must, at your own cost, demonstrate compliance following which, if TfL is satisfied, your suspension will end and your Access Card be reactivated. In the event of noncompliance, TfL may terminate the TfL Terms immediately.

9. Returning the Access Card

9.1 In the event of the sale of your vehicle or returning the rented or leased vehicle to the proprietor or leasing company, You agree to:

   a) inform TfL LTPH immediately that you no longer have a ZEC vehicle by emailing: RCPaccess@Tfl.gov.uk;

   b) the Access Card being terminated immediately; and

   c) as soon as reasonably practicable to return the Access Card to LTPH, Floor 4, 5 Endeavour Square, London E20 1JN.

10. Entire Agreement

This Agreement, including the Schedules, and all documents referred to in 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.

11. Governing Law

The TfL terms are governed by the laws of England. The Courts of England have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the TfL Terms.

Please sign and date below to confirm you have read and accept the TfL Terms and agree to abide by Q-Park’s Terms.

Name (printed)
Transport for London

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