

Terms and conditions for a Disabled Driver Park Smart Card

The Operations and Transport section of Infrastructure and Environment (I&E) will be referred to as the Transport section throughout the following terms and conditions.

1. The Disabled Driver Park Smart Card (the 'Card') will be issued at the discretion of the Transport section and remains their property.
2. The Card can only be used to settle parking charges incurred in Sand Street Car Park calculated by the Automatic Number Plate Recognition system based charging scheme. It cannot be used to settle any excess charges.
3. The Card may only be used by the person to whom it is issued or their driver if they are a passenger. It must be used in conjunction with their Disabled Driver Badge which must be displayed if parking in a designated bay and time clock.

Any use of this by another person constitutes a misuse and possible fraud and that the Card may be withdrawn at the discretion of the Transport section under such circumstances.
4. The Card entitles the holder to park for up to 3 hours per visit without charge in Sand Street Car Park. Any time beyond this will be chargeable at the appropriate rate.
5. Any lost or stolen Cards must be reported immediately to the Car Park Administration Office for cancellation. (An administrative charge will be incurred for issuing a replacement Card.)
6. It is the responsibility of the cardholder to ensure their Card is kept in a secure manner. The Transport section will not be liable for any funds used between the time of the Card being lost or stolen and it being reported to the Transport section, this will be to the detriment of the cardholder.
7. The Transport section reserves the right to request the return the Card at any time.
8. The Card issued will be programmed to expire on the same date as the associated Disabled Driver Badge.

In the event the Disabled Driver Badge associated with The Card expires The Card cannot be used to obtain free parking until a replacement Disabled Driver Badge is issued and registered with the Transport section
9. The Transport section reserve the right to refuse to issue either a new or replacement Card at their discretion.
10. The Transport section reserve the right to amend any or all of these terms and conditions with two months formal notice being given.

11. The Card must be returned to the Car Park Administrative Office in the event of the death of the Disabled Driver Badge holder.
12. The Transport section cannot guarantee that a parking bay will be available at any particular time for a cardholder in Sand Street Car Park.
13. Any duplication or tampering with the Card will be considered as fraudulent use of the facility and will be reported for possible prosecution. Similarly anyone found trying to use a Card which has been copied or tampered with will also be reported.
14. The Card can only be used for making payment for a parking act at the time of returning to the car park, it cannot be used to make settlement at a later date.
15. The Transport section will not be liable for any loss arising from:
 - a) Any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts the contrary.
 - b) Our compliance with legal or regulatory requirements.
 - c) Loss or corruption of data unless caused by our wilful default.
 - d) Business interruption, loss of revenue, goodwill, opportunity or anticipated savings, and any indirect or consequential loss.
16. The Transport section may assign the benefit and burden of these terms and conditions to another company or Government of Jersey Department at any time, on giving 2 month's prior notice of this. If this happens the rights of the cardholder will not be affected.