

On-Street Tradesperson's Waiver Terms & Conditions

1. The customer shall note that failure to comply with these terms and conditions may result in enforcement action being taken against the customer. Since April 2018 we no longer issue paper parking permits, instead, we will issue virtual permits/waivers. A virtual waiver is an electronic version of a paper permit. This allows the permit holder to park their vehicle on-street without the need to display a physical permit in the vehicle.
2. A waiver is issued by Dover District Council following online application only, under the conditions of the current Traffic Regulation Order. In addition, the following rules will apply and any contravention of these can render a waiver invalid and may attract a penalty charge notice if parking regulations are contravened or these terms and conditions are not complied with.
3. Dover District Council will issue waivers to customers who meet the necessary criteria in order to allow the specified vehicle to be used in connection with business or trade. These permits will not be issued for specified locations and will be able to be used by the customer across the district, as long as the customer adheres to the restrictions listed in the terms and conditions and the Traffic Regulation Order in force at the time.
4. The customer's vehicle must be used in relation to the specified work only and it will be essential for the work to be ongoing at all times while the vehicle is parked. The customer shall note that a civil enforcement officer will carry out monitoring of vehicles parked using waivers.
5. Dover District Council will not send a paper permit in the post. You will receive an email confirmation stating you have a virtual waiver, and you will be able to start parking your vehicle on the start date shown. You do not need to print out or display anything in your vehicle. It will be the responsibility of each customer to apply for a tradesperson waiver correctly in order to avoid a fine from civil enforcement officer.
6. Applications for waivers received from customers can start on the day of the application.
7. Customers shall note that once they have applied for a waiver and paid online, they will not be entitled to a refund. The Council may, however, in exceptional circumstances consider providing a refund.

8. Customers shall note that if roadworks or an incident occurs, the civil enforcement team are authorised to ask the customer to change the location where they are parked, if they consider the vehicle to be causing an obstruction. Any such request will override the rights granted as part of the waiver and customers will be required to follow these instructions immediately.
9. The waiver must only be used for work purposes, and customers will not be permitted to use any such waivers as a parking permit for social, domestic, pleasure or other use.
10. Upon request by a civil enforcement officer, customers must provide proof of business, together with vehicle details to include vehicle registration mark, make and model, and the address at which you are working.
11. Changes can be made with prior notice to the Council should a customer require an alternative vehicle due to unforeseen circumstances and the customer must provide proof that the vehicle is garaged for repair in good time to allow for any changes to be made.
12. Waivers will be restricted to one vehicle and can be applied for numerous periods as set out below. Waivers will be permitted to be used across the Dover district to include Dover, Deal, Sandwich and surrounding villages. Civil enforcement officers may ask customers to show proof of works being carried out at any time.
13. The scale of fees is dependent on the term of the waiver, as per our website.

All prices are subject to change at the Council's discretion. Any changes to the pricing will be published on Dover District Council's website www.dover.gov.uk

14. Customers shall note that waivers will not be valid in the following locations:

- (a) Double yellow lines;
- (b) Pay and display bays;
- (c) Single yellow lines during prescribed hours;
- (d) In any car park;
- (e) Disabled parking bays;
- (e) Bus stops and bus stop clearways;
- (f) Taxi ranks;
- (g) Where loading restrictions are in force (kerb markings);
- (h) Loading bays;
- (i) 20 minute timed parking bays;
- (j) Suspended bays;
- (k) Areas covered by a prohibition of parking on the footway and verges;
- (l) Pedestrian zones during prescribed hours;
- (m) School Keep Clear markings during prescribed hours; or
- (n) Any other areas as may be designated by a civil enforcement supervisor on behalf of Dover District Council.

15. Dover District Council does not accept any liability (whether in contract, tort including negligence, or otherwise) to the customer for: a) Loss or destruction of data, profits, savings or contracts, or, b) Any indirect or consequential loss or damage, profits, savings or contracts or, C). 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 waiver.

16. Dover District Council does not have any direct liability to the customer under these terms and conditions.

17. In no event will Dover District Council be liable to the customer for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of these terms and conditions (including loss of profits, loss of revenue, loss of goodwill, loss of reputation whatsoever incurred by either party), however it arises whether for breach of these terms and conditions, including any breach of warranty, or tort (including negligence) even if the customer has been previously advised of the possibility of such damage.

18. Dover District Council will not be liable for any losses incurred following loss or corruption of any data, database or software.

19. When applying for a Tradesperson's Waiver the customer consents to the Council processing data relating to the customer for legal and administrative purposes. The Council will comply with the data protection legislation when handling personal data in relation to the information provided by the customer. The Council may make such information available to employees and those who provide services to the Council in relation to the waiver or as may be required by law.