

Parkmobile Terms & Conditions

1. General

1.1 These General Terms & Conditions (referred to as "General Conditions") govern Your use of the service that You have registered for and in conjunction with any other specific terms and conditions relate to the services provided by Park-Mobile (UK) Limited ("Parkmobile"). In these General Conditions You in relation to the services shall be referred to as "You", "Your" or the "User" (as appropriate) who will be either: (i) a private individual, or (ii) a company or business, which makes use of the Parkmobile vehicle parking payment system. Parkmobile is the provider of a parking payment system (the "Services"). *When/where applicable* Parkmobile shall provide You with a Parkmobile card that can be used by You in designated on street parking areas for enforcement purposes only when using the Services.

1.2 These General Conditions are legally binding on You if You register for the Services. You as a potential user of the Services must agree to them prior to being accepted as a User. If You do not agree to accept and be bound by these General Terms & Conditions please cancel Your membership

1.3 Parkmobile reserves the right to make changes to these General Conditions, which are published on the website, www.parkmobile.co.uk (the 'Website') and are available to be viewed from the Website. If any provision of these General Conditions is null and void or is overturned, the other provisions of these General Conditions shall continue to remain in force. The User is not permitted to transfer its rights and/or obligations arising from the Services and these General Conditions to third parties, without Parkmobile's prior consent in writing.

2. Using the Parkmobile services

2.1 You are responsible for providing Parkmobile with the correct information about You when You register Your information, such as Your: name, address, place of residence, vehicle registration number, mobile telephone number, business details (*if relevant*) and method of payment details. You must inform Parkmobile immediately of any changes to this information by updating Your Online Personal Pages on the Website or in writing or call Parkmobile's 24/7 Helpdesk on 0905 159 0333 (*Calls cost 60p per minute from a landline, calls from mobiles may cost more; cost varies depending on the mobile provider and your contract*) and Parkmobile will update Your information in its system.

2.2 The Parkmobile Card which Parkmobile provides to You when applicable remains Parkmobile's property. The card is used in some areas for parking enforcement purposes and this means it must be placed behind the windscreen of the relevant vehicle. Any damage to or loss or theft of the card is Your risk. In the case of any loss or damage of the card You could be required to pay a sum of £10 (including VAT) for the cost of providing You with a replacement card. In the case of loss or theft, You must also ensure that the card is blocked by phoning Parkmobile's 24/7 Helpdesk on 0905 159 0333 (*Calls cost 60p per minute from a landline, calls from mobiles may cost more; cost varies depending on the mobile provider and your contract*) and (*if requested to*) by also confirming in writing that the card has been lost, or stolen. Failure to do this may result in You being responsible for additional costs.

2.3 You are responsible for keeping Your password for your account secret so that only You can access Your Online Personal Pages which will be available on the Website.

2.4 You authorise Parkmobile to undertake the automatic collection of the parking fees. This authorisation is confirmed by You completing the registration form online, by post or by someone completing the registration form on Your behalf by phone.

2.5 When You have obtained a Parkmobile card, You must attach it clearly to the bottom, left hand side of the windscreen (*using the supplied plastic wallet*) so that the bar-code and card number is clearly visible from the registered vehicle. Where You have registered Your mobile phone number, the card number is linked to Your mobile telephone number. In areas where a card is not required, Your vehicle registration number(s) will be registered and linked to Your registered mobile number(s).

2.6 You must notify Parkmobile by using Your mobile phone (mobile telephone number recognition must be enabled) or Your Online Personal Pages to activate the system each time You park Your vehicle in the designated parking space.

2.7 You are responsible for correctly entering the relevant location code which is indicated on the parking machines or signs nearest to the relevant parking space each time You park Your vehicle. The location code informs the Parkmobile system of the rate to charge You for Your parking and of any time restrictions on the amount of time You are permitted to park Your vehicle in that location. It is also Your responsibility to ensure that where more than one vehicle is registered to Your account You are responsible for ensuring that the correct vehicle is selected by You for parking.

In the event you select an incorrect location code or park the wrong vehicle a refund will not be made and you will be responsible for any penalty charge notice issued.

2.8 You are not guaranteed a parking space on the basis of registering to use the Services. In order to correctly activate the system when You have parked You must follow the instructions given to You via Your mobile telephone. All notices and signs or directions made by relevant councils, traffic attendants or authorised persons (e.g. the suspension of a parking space) will take precedence over any information that You receive via the Parkmobile system.

2.9 You can only assume that the beginning or end of Your parking transaction has been validly accepted by the Parkmobile system when You have received a confirmation of this via Your mobile telephone or via Your Online Personal Pages. You are responsible for ensuring that You have properly activated the system for the relevant location code before You leave Your vehicle unattended. Any penalty charge notice issued between the time of parking the vehicle and the notification via mobile telephone or Your Personal Pages that the vehicle is validly parked is at Your risk. It is Your responsibility not to forget to notify the system at the end of the parking transaction where applicable. You can make use of a reminder service via SMS (text messages), by selecting this option on Your Online Personal Pages which are available via the Website.

2.10 In the unlikely event of the Parkmobile parking system being unavailable, You must pay the appropriate parking fee that is due by using another way (e.g. by buying a printed parking ticket from the appropriate dispensing machine). Where there is a requirement to notify the system of the end of a parking transaction in the situation where the system is unavailable You can telephone Parkmobile's 24/7 Helpdesk on 0905 159 0333 (*Calls cost 60p per minute from a landline, calls from mobiles may cost more; cost varies depending on the mobile provider and your contract*). Alternatively, where applicable, the notification of the end of a parking transaction can also be made via Your Online Personal Pages. You will be charged the relevant parking fees for the amount of time that Your vehicle was parked in the charging zone and the system remained activated.

2.11 If You no longer want to use the Services, a written request by You to cancel the service Parkmobile provides to You can be made either via helpdesk@parkmobile.com or by writing to Parkmobile, 1 Printworks House, 27 Dunstable Road, Richmond TW9 1UH.

2.12 Parkmobile reserves the right to terminate or refuse to provide You with the Services for a valid reason, including but not limited to if You fail to pay Your parking fees. If You do not comply with these General Conditions You will be deemed to be parking without having validly paid Your parking fee and may therefore be issued with a penalty charge notice or have Your vehicle impounded by the appropriate authorities.

2.13 Parkmobile is not responsible for the issuance of penalty charge notices and the enforcement of vehicle parking related offences. Most issues You have regarding the issuance of a penalty charge notices or Your vehicle being impounded need to be resolved by You with the relevant authorities. Your personal pages available on the Website will provide You with a breakdown of Your parking related activity using the Parkmobile system.

2.14 If in relevant circumstances, You authorise Parkmobile to contact the relevant authorities on your behalf regarding the issuance of a penalty charge notices. In such cases, Parkmobile may pass Your personal details or some of Your personal details to the relevant authorities.

3. Fees and Deduction of Payments for Parking

3.1 Where applicable, You agree to pay Parkmobile a fee for the Parkmobile Card notified to You on registration.

3.2 In addition, You agree to pay the parking fees and the charges for using the Services as shown on the Website on registration for the

Services. You will be notified at least 30 days in advance on the Website if there are any changes to the charges for the Services.

3.3 You authorise Parkmobile to obtain funds on your behalf from your chosen funding source, details of which you have provided to us on registration for the Services and to use them to purchase parking for a vehicle or vehicles, details of which you have registered.

3.4 You agree that your payments for the Services will be processed by a third party payment processor.

3.5 A history of Your parking transactions, indicating the parking locations, times and costs, and SMS messages received, is accessible by You from Your Online Personal Pages on the Website, www.parkmobile.co.uk. If You require a receipt or invoice, You must print this from Your personal pages on the Website.

3.6 If paying by credit or debit card, You must have sufficient credit on the card account to pay the fees due at the time Parkmobile requests the payment from the credit or debit card company.

3.8 Parkmobile accepts no responsibility for Penalty Charge Notices being issued, or other parking enforcement actions being implemented, if You have failed to ensure that sufficient funds are available to cover Your parking fees.

3.9 If You do not pay Your parking fees (for example, due to an insufficient funds), Your Parkmobile account will be blocked in the parking system and You will be charged the additional administration costs for this. Parkmobile reserves the right to transfer the claims for unpaid parking fees to the relevant authorities.

3.10 You give authorisation to Parkmobile, until further notice to charge your account for unspecified amounts as and when payments become due. You will advise Parkmobile (UK) Ltd immediately if the Parkmobile card becomes lost, stolen or if you wish to close your card account or cancel the authority. You understand that details of the payments due will be available to you on the Parking History screens of your Parkmobile Personal Pages.

3.11 You acknowledge that Parkmobile makes no charge for the calls to the automated activation / deactivation numbers. Call charges may vary subject to telephone service providers and type of contract.

4. Liability

4.1 Parkmobile is not responsible for any loss or damage that You may suffer as a result of You not using the Parkmobile system correctly or if You fail to comply with these general terms or any other instructions given to You via Your mobile telephone.

4.2 You acknowledge that the ability to notify the start and where applicable the end of Your parking by mobile telephone, as well as the possibility of receiving SMS messages with information relating to Your parking action, depends on the operation of the mobile telephone network, and the availability of service of the mobile telephone companies concerned. Parkmobile cannot be held liable for any loss or damage arising from the inadequate operation or unavailability of a network or telephone company or if You fail to receive a sms message (in time).

4.3 Parkmobile does not exclude or limit its liability for death or personal injury caused as a result of its negligence or for fraudulent misrepresentation or the tort of deceit.

4.4 Force Majeure. Parkmobile shall not be liable to You if the performance of its obligations under this agreement is prevented or hindered due to any circumstances outside of its reasonable control.

5. Applicable law and regulations and council policy

5.1 The council or car park owner's parking regulations will apply to all the Users of the Parkmobile system who park in the Parkmobile designated areas of the council or car park concerned.

5.2 Parking rates can be changed by the councils or car park owner. This is a matter for which Parkmobile cannot control and therefore will not be responsible for these fee increases.

5.3 Parkmobile complies with the requirements of Data Protection Act 1998. Please see our privacy policy for details of how Your personal data will be processed.

6. SMS

6.1 You acknowledge that the reception of SMS messages is not 100% guaranteed and that You are responsible for the activation and deactivation of a parking action.

6.2 You acknowledge that the reception of SMS messages is dependent on: the operation of his or her mobile phone provider to which his or her mobile phone is connected, and the service of the mobile phone company to which he or she has an account or prepaid card.

6.3 Parkmobile (UK) Ltd takes no responsibility for the damages/costs incurred by not receiving an SMS message on time or by the insufficient operation of the mobile network or mobile phone company.

6.4 The costs of the SMS messages will be invoiced as notified to You on registration and in accordance with the payment method selected.

6.5 You will be notified at least 30 days in advance on the Website if there are any changes to the charges for the SMS Service.

6.6 You can set up the SMS reminder service per user, via your Personal Pages or at registration, by choosing preferred time period(s). The setups of the profile, as well as the changes made by You, are logged by Parkmobile.

7. Account Suspension

7.1 We may at our sole discretion suspend, limit access to Your Online Personal Pages or close any user account where we have reasonable grounds to believe that you are in breach of any of the terms of this Agreement.

7.2 If your account access has been suspended, limited or closed you will be notified by email or text and requested to provide information relevant to your account which we reasonably believe may assist us in the investigation of the circumstances which have lead to such suspension, limitation or closure.

7.3 Any of the following events may lead to your account being suspended or limited:

- a. Reports of unauthorised or unusual credit card use associated with the personal account including, but not limited to, notice by the card issuing bank. This includes notices made by you to your credit card company that a transaction was unauthorised or your account compromised;
- b. Reports of unauthorised or unusual parking account use associated with the account;
- c. Abuse by you of the chargeback process provided by your issuing bank;
- d. Excessive levels of disputes or chargebacks;
- e. Breach of any term of this Agreement;
- f. Failure to pay for parking or parking penalties;
- g. Failure to verify or authenticate any information you provide to us;
- h. Believe that your account or activities pose a significant credit or fraud risk to us;
- i. Adverse reports from credit agencies.

7.4 We will use reasonable efforts to investigate accounts that are subject to account access limitations and to reach a final decision on the limitations promptly.

7.5 The ability to suspend, limit or close any account does not limit or exclude other remedies we may have if you are otherwise in breach of this Agreement.

8. Applicable law

This agreement will be governed by and construed in accordance with the laws of England.