

COMPOSITION AGREEMENT – YOUR TERMS AND CONDITIONS FOR USING THE MERSEYFLOW SCHEME

1. Introduction

- 1.1. emovis Operations Mersey Ltd ("Emovis") has been appointed by Halton Borough Council ("HBC") to operate the Merseyflow Scheme (as defined in Section 8 of this Agreement) to collect the Tolls and to enter and administer agreements with Merseyflow Scheme users on behalf of and as agent for HBC. Emovis enters into this Agreement with you on behalf of and as agent for HBC and shall have no liability for any breach of this Agreement by HBC. These terms and condition form the Agreement between you and HBC.
- 1.2. The definitions of all capitalised words and expressions used in this Agreement can be found under the heading 'Definitions and Interpretation' in Section 8 at the end of this document.
- 1.3. These terms and conditions are divided into 8 sections. Please carefully check the table below to find out which terms and conditions apply to you. Different terms and conditions will apply depending on which Vehicle Plan the vehicle(s) associated with your Account are registered for. Section 8 applies to all users and Vehicle Plans.
- 1.4. The eligibility criteria for each Vehicle Plan can be found at our Website www.merseyflow.co.uk, at our Walk-in Centre and by telephone to customer services. This should be considered by you prior to making an application for an Account or for any vehicle to be registered to your Account for a particular Vehicle Plan.

Video Registered Vehicle Plan

If you have a vehicle which is not registered for a Sticker, only Section 2 (General Terms – All Vehicle Plans) and Section 3 (video Registered Terms) will apply to that vehicle.

Sticker Vehicle Plan

If you have a vehicle which is registered for a Sticker but not registered for any other Vehicle Plan, only Section 2 (General Terms – All Vehicle Plans) and Section 4 (Sticker Plan Terms) will apply to that vehicle.

Local User Discount Scheme Vehicle Plan

If you have a vehicle which is registered for the Local User Discount Scheme Vehicle Plan Section 2 (General Terms – All Vehicle Plans), Section 4 (Sticker Plan Terms) and Section 5 (Local User Discount Scheme Plan Terms) will apply to that vehicle.

Frequent User Discount Scheme Vehicle Plan

If you have a vehicle which is registered for the Frequent User Discount Scheme Vehicle Plan Section 2 (General Terms – All Vehicle Plans), Section 4 (Sticker Plan Terms) and Section 5 (Frequent User Discount Scheme Plan Terms) will apply to that vehicle.

Disabled User, Emergency Service and Agricultural Tractor Scheme Plan

If you have a vehicle which is registered for the Disabled User and Emergency Service Scheme Plan, Section 2 (General Terms – All Vehicle Plans), Section 4 (Sticker Plan Terms) and Section 7 (Disabled User and Emergency Service Scheme Plan Terms) will apply to that vehicle.

1.6 What Discounts am I eligible for under my Account?

Users who open an Account under the Merseyflow Scheme are entitled to receive a discount on the Tolls payable by them. The type of discount and how much discount you are entitled to receive depends on which Vehicle Plan(s) the vehicle(s) associated with your Account are registered for.

Please visit our Website at www.merseyflow.co.uk, contact our Customer Services (see clause 2.19 (Customer Services, Complaints and Queries) of this Agreement) or visit our Walk-In Centre to find out what discount you are entitled to receive under your Account.

What administrative fees are payable under my Account?

Payment of administrative fees also depends on which Vehicle Plan(s) the vehicle(s) associated with your Account are registered for. Please check the table below to find out which administrative fees you are required to pay for the vehicle(s) registered under your Account. Please note that registration fees are payable every time a new vehicle (including a vehicle which replaces another vehicle) is registered for a Vehicle Plan:

VEHICLE PLAN UNDER MERSEYFLOW SCHEME	SECTIONS OF THESE TERMS AND CONDITIONS WHICH APPLY TO ME					
	General Terms (Section 2)	Video Registered (Section 3)	Sticker (Section 4)	Local User Discount Scheme (Section 5)	Frequent User Discount Scheme (Section 6)	Disabled User and Emergency Service Scheme (Section 7)
Video registered vehicle	✓	✓				
Sticker registered vehicle	✓		✓			
Vehicle registered for the Local User Discount Scheme (LUDS)	✓		✓	✓		
Vehicle registered for the Frequent User Discount Scheme (FUDS)	✓		✓		✓	
Vehicle registered for the Disabled User and Emergency Service Scheme	✓		✓			✓

1.5. Why do these terms and conditions apply to me?

The terms and conditions reflect the different Vehicle Plans which are available to users of the Merseyflow Scheme.

VEHICLE PAYMENT PLAN UNDER MERSEYFLOW SCHEME	REGISTRATION/RENEWAL FEE PER VEHICLE (INCL. INACTIVE ACCOUNTS)
Video registered vehicle	£5 (one off payment)
Sticker registered vehicle	£5 (one off payment)
Vehicle registered for the Local User Discount Scheme	£10 (annual fee)
Vehicle registered for the Frequent User Discount Scheme	£5 (one off payment)
Vehicle registered for the Disabled User and Emergency Service Scheme	£5 (one off payment)

In addition to the fees set out in the table, a sticker replacement fee of £5.00 per replacement will be charged. If you opt to receive hardcopy invoices a fee of £1.00 per document will be charged.

2. General Terms – All Vehicle Plans

2.1. Terms and Conditions

2.1.1. By submitting your application for an Account and/or a Vehicle Plan you agree to the terms of this Agreement which constitutes a legally binding agreement between you and HBC on the terms of this Agreement.

2.2. Opening an Account or registering a Vehicle

2.2.1. You may open a new Account or register a vehicle for a Vehicle Plan via the Website at www.merseyflow.co.uk, by telephone, post, or at our Walk-In Centre. To do so, you must (a) provide all of the information requested on the Account/Vehicle Registration Application Form by completing the form or, in the case of telephone applications providing all relevant information to a customer sales representative, and (b) pay the Initial Credit and Fees Payment. Your Account will be opened and/or vehicles registered for a Vehicle Plan from the date set out in Clause 2.3. **Please note that if you choose to pay your Initial Credit and Fees Payment by a method other than credit or debit charge this may delay your Account being opened or a vehicle being registered as we will have to wait for the payment to clear before accepting the application. Until such time that the Account is open all Tolls incurred must be paid for using one of the other methods available, and will not include any Discount associated with registering an Account or the Vehicle Plan(s) you have applied for.**

2.2.2. You can register multiple vehicles and multiple Vehicle Plans to one Account. However, you cannot register the same vehicle to more than one (i) Account and/or (ii) Vehicle Plan.

2.2.3. By applying, you confirm that all information you give us is true and correct to the best of your knowledge. You also confirm that you are the owner of the vehicle(s) that you register to your Account and/or have the permission of the vehicle owner(s) to register their vehicle to your Account and receive information about the vehicle and its use of the Merseyflow Scheme.

2.2.4. The Account/ Vehicle Registration Application Form requires you to provide details of the vehicle(s) which will be registered to your Account, including the vehicle class according to the vehicle class criteria provided online or in the Account/Vehicle Registration Application Form, this must be in line with your V5C vehicle(s)' information. You must also declare the make and model of the vehicle in line with the vehicle V5C and DVLA registration documents. By applying, you confirm that this information is true and correct to the best of your knowledge and acknowledge that if the information is incorrect we are entitled to charge Tolls which correspond to the actual vehicle(s)' class and details without any discount associated with registering an Account or a Vehicle Plan.

2.2.5. **We have the right to terminate the Agreement if the information provided on opening is found to be incorrect.**

2.2.6. We will send written confirmation that your Account has been opened or vehicle(s) registered for a Vehicle Plan to the email or postal address you gave to us as soon as possible after your Account is

opened and/or vehicle registered. If your Account/Vehicle Registration Application Form is not successful, we will notify you and may ask you to provide us with more information.

2.3. Account/ Vehicle Registration Commencement Date

2.3.1. Your Account will be opened and/or vehicle(s) registered for a Vehicle Plan from the date:

2.3.1.1. if you have applied via the website at www.merseyflow.co.uk – when we send you a confirmation email that your Account has been opened and/or vehicle registered successfully;

2.3.1.2. if you applied by telephone – once the customer representative confirms that your Account has been opened and/or vehicle registered successfully;

2.3.1.3. if you applied by post – once we send you either an acknowledgement or Welcome Pack (whichever is the earlier);

2.3.1.4. if you applied at our Walk-In Centre when you receive confirmation that your Account has been opened and/or vehicle registered successfully; or

2.3.1.5. in all cases if later, the date of commencement of the Merseyflow Scheme at the Mersey Gateway Bridge or Silver Jubilee Bridge Crossings.

2.3.2. Once your Account is open and effective and/or your vehicle(s) has been registered, the Account and/or vehicle registration, will become active straight away and any Tolls incurred will automatically be deducted.

2.4. Cancellation Period

2.4.1. You have the right to cancel this Agreement, your Account or registration for any Vehicle Plan at any time within 14 days beginning on the day after the contract is formed under clause 2.1.1 or, an Account being opened and/or a vehicle being registered for a Vehicle Plan under Clause 2.3.1 (the "Cancellation Period"). If you wish to cancel, you simply need to tell us. You can tell us by phone on 01928 878878, by writing to Merseyflow, PO Box 327, Runcorn, WA7 9DW, or by using the cancellation form which you can find at the Website at www.merseyflow.co.uk or in your Welcome Pack.

2.4.2. If you cancel within the Cancellation Period:

2.4.2.1. we will not charge you for cancelling this Agreement, the Account and/or a Vehicle Plan;

2.4.2.2. we will repay to you all money you have paid to us in respect of such Account opening and/or Vehicle Plan, except for any money that has already been deducted (or that is due to be deducted) from your Account to pay for Tolls incurred by vehicles registered to your Account during the Cancellation Period or any money that you have credited to your Account which is not related to the Vehicle Plan you have cancelled. We will provide the refund within 14 days beginning on the day after you told us you want to cancel, using the same method you paid with; and

2.4.2.3. Crossings during the Cancellation Period will incur Tolls which do not include any Discount associated with registering for an Account (where an Account has been cancelled) and/or the Vehicle Plan which has been cancelled.

- 2.4.3. Any termination of this Agreement after the Cancellation Period can be done only as specified under clause 2.11.
- 2.5. Use of Automatic Number Plate Recognition System**
- 2.5.1. We use an Automatic Number Plate Recognition System to record images of vehicles (and its number plate) to calculate the Tolls due from your Account. You agree that we may do so for the purpose of operating the Merseyflow Scheme and that we may retain and use any such images or information recorded from your Sticker (if any) in accordance with, and for the purposes given in, our Privacy Policy.
- 2.6. Notification of Sale, Loss or Theft of Vehicle**
- 2.6.1. As we use an Automatic Number Plate Recognition System to calculate the Tolls due, you **must** tell us immediately if any vehicle registered to your Account is destroyed, sold, lost or stolen by telephone or at the Walk-In Centre and provide a unique reference number (URN) or crime reference number (CRN) from the police, or appropriate documentary evidence of the sale (as applicable) and, if we request, confirm the theft or sale in writing (by post or via the Website at www.merseyflow.co.uk), using the contact details set out in clause 2.19.
- 2.6.2. If you do not tell us that a vehicle registered to your Account has been destroyed, lost, sold or stolen in accordance with clause 2.6.1, Tolls will continue to be calculated for that vehicle and you will remain liable for any Tolls and fees incurred by that vehicle and your Account will continue to be debited.
- 2.7. Method of Payment**
- 2.7.1. You must specify in your Account/Vehicle Registration Application Form your proposed method of payment. If your method of payment is:
- 2.7.1.1. by **Auto Top-Up**, you must complete the Mandate instruction online, by phone, or using the form attached to the Account/Vehicle Registration Application Form; or
- 2.7.1.2. by **Manual Top-Up**, you must complete the details relevant to your proposed method of payment in the Account/Vehicle Registration Application Form.
- 2.7.2. Please note that if you submit a Mandate to us, you are providing your continuing authority for Tolls to be deducted from your bank account pursuant to that Mandate. If payment via the Mandate fails at any time for any reason, we will automatically deduct the relevant Tolls and fees from your credit or debit card using the details you have provided to us.
- 2.7.3. If you chose to pay to your Initial Credit and Fees Payment by a method other than debit or credit card we will have to wait for the payment to clear before accepting your application.
- 2.7.4. We will be entitled to deduct from your Account all Tolls, and other sums due to us pursuant to this Agreement, as they are incurred.
- 2.7.5. If you choose to pay by Auto Top-Up you can:
- 2.7.5.1. set the minimum balance threshold (subject to a £10 minimum) which will trigger an Auto Top-Up payment; and
- 2.7.5.2. set a top-up amount from a pre-defined list of top-up amounts or set an amount of your own choice subject to a £20.00 minimum.
- 2.7.6. You may change the amount of your Auto Top-Up at any time (subject to a £20 minimum).
- 2.7.7. You must only maintain, at any time, an amount of credit in the Account that is reasonably required to meet future Tolls and fees applicable to the vehicle or vehicles specified in your Account/Vehicle Registration Application Form. If on reasonable grounds we believe that you are holding credit balances on your Account in excess of the amount reasonably required to meet future Tolls (for example, if your Account Balance is more than double the amount you pay into your Account per month (as specified in your Account/Vehicle Registration Application Form)), we may, by notice, either reduce your credit balances and return to you the excess amount from your Account, or terminate your Agreement pursuant to clause 2.11.3 unless you can provide justification satisfactory to us as to why it is appropriate to maintain the level of credit balances in question.
- 2.7.8. Apart from payment by Mandate, other acceptable methods of payment are payments by MasterCard, Visa, Maestro, postal order or cash (UK sterling).
- 2.8. Consequences of Non-Payment or Low Credit Balances on Top-Up Accounts YOUR ATTENTION IS, IN PARTICULAR, DRAWN TO THE PROVISIONS OF THIS CLAUSE 2.8**
- 2.8.1. It is your responsibility to keep your Account in credit. If you do not have enough money in your Account to cover the Tolls or do not pay the Tolls by another method you may be issued with Penalty Charge Notices. In accordance with the Charging Orders continued non-payment could result in an increased Penalty Charge of £60 and the charge being registered as a debt against your name in the County Court. Having an Account will not prevent a Penalty Charge Notice being issued if your Account Balance is insufficient to cover the Tolls. It is your responsibility to monitor your Account and ensure you have sufficient credit at all times.
- 2.8.2. If your Account Balance becomes negative it will be closed and any Crossings that you make during such time will not be subject to the Discount you would otherwise have received under a Vehicle Plan unless payment sufficient to reach the Minimum Balance Threshold or if there is no Minimum Balance Threshold under the relevant Vehicle Plan, put your Account in credit, is received by midnight the day following the date on which the Account Balance became negative. You can re-open the Account by making a sufficient payment to reach the Minimum Balance Threshold or if there is no Minimum Balance Threshold under the relevant Vehicle Plan, put your Account in credit and cover any Tolls that may have been incurred.
- 2.9. Your Account, Statements and Invoices**
- 2.9.1. You will be able to monitor the status of your Account, at any time, by logging on to your Account homepage on our Website at www.merseyflow.co.uk using the username and password we issue to you. Your Account has information relating to the previous 12 months for:
- 2.9.1.1. the money you have paid into your Account;
- 2.9.1.2. the Tolls and other sums we have taken from your Account or charged to your Account or in respect of which we have issued an invoice and the Crossings to which those Tolls have been applied;
- 2.9.1.3. any such other information as we consider appropriate in relation to your Account in respect of the previous month.
- 2.9.2. We will send you an email to the email address provided by you with a link to your Account Balance

Statement unless all the vehicles registered to your Account are registered to the Disabled User and Emergency Services Discount Scheme Vehicle Plan. We will not email you with an Account Balance Statement for the months during which there has been no activity on your Account.

- 2.9.3. We will not provide you with a printed statement of account or invoice, in respect of any given month, unless:
- 2.9.3.1. you have indicated in your Account/Vehicle Registration Application Form or subsequently told us that you require a statement in paper form;
 - 2.9.3.2. you agreed to pay an additional fee for such paper statements or paper invoices of £1.00 per document. We may vary this charge from time to time on notice to you but if you are not happy with the new charge, you can cancel your paper statements or paper invoices; and
 - 2.9.3.3. there has been activity on your Account in that month.
- 2.9.4. In these circumstances, we will provide you with a statement on the same day in the month that you opened the Account or on the last day of the month (if earlier). We may, from time to time, decide to change the frequency or duration covered by your statements but, if we do so, you will be notified in advance.

2.10. Your Responsibilities

- 2.10.1. As a condition of your continued use of the Account, you will use the Account only for the purpose, and in the manner, permitted in this Agreement and in compliance with all Applicable Law.
- 2.10.2. You are responsible for keeping confidential your username, password and any other information relevant to your access to your Account.
- 2.10.3. You agree:
 - 2.10.3.1. that it is your responsibility to comply with the terms and conditions which apply to the Vehicle Plans which the vehicles registered to your Account are registered for, including any requirement for Minimum Balance Thresholds and valid payment methods;
 - 2.10.3.2. to notify us promptly if you sell your vehicle or if it is lost, destroyed or stolen;
 - 2.10.3.3. that the Minimum Top Up (whether by Auto Top-Up or any other method) is £20 and you acknowledge that payments of less than £20 will not be credited to your Account;
 - 2.10.3.4. that you are not entitled to interest on any money you pay into your Account;
 - 2.10.3.5. that the Tolls are subject to increase by HBC in accordance with the Charging Orders and any such increase will become immediately binding on you;
 - 2.10.3.6. that we may increase the Minimum Top Up and any other fees payable by you under this Agreement from time to time in accordance with Clause 2.15;
 - 2.10.3.7. to notify us immediately if you cancel or alter your Mandate or do not intend to continue making payments by any of the other methods;
 - 2.10.3.8. to pay the Tolls in full and that the Discount will not apply if:
 - 2.10.3.8.1. your Account does not have enough money in it to cover the Toll in question; or
 - 2.10.3.8.2. you have reported your vehicle as sold, lost or stolen to us in

accordance with clause 2.6 and have since recovered it but have not told us;

- 2.10.3.9. to notify us promptly of any change in your email address and/or postal address (or, if the Account is being used for purposes regarding your business, the registered office of your business) by updating your details on your Account online or by notifying us in writing or by phone or by person using the contact details in clause 2.19;
- 2.10.3.10. to ensure that the vehicle number plate attached to any vehicle registered to your Account is clearly visible, not likely to be misread due to damage, deterioration or because the characters are obscured, and complies with The Road Vehicles (Display of Registration Marks) Regulations 2001 (as amended);
- 2.10.3.11. that your Account can only be used to pay for Tolls and fees incurred by the vehicle(s) registered to the Account; and
- 2.10.3.12. that it is your responsibility to notify us if you cease to be eligible for any Vehicle Plan and such notification shall be treated by HBC as a cancellation by you of the applicable Vehicle Plan in accordance with the terms of this Agreement.

2.11. Termination

- 2.11.1. We may terminate this Agreement and/or terminate or suspend your Account and/or any Vehicle Plan at any time by notice in writing to you in any of the following circumstances:
 - 2.11.1.1. where you have set up a Mandate for your Account, if: (i) you cancel or alter your Mandate for whatever reason; or (ii) the Mandate fails on more than 3 occasions. If we terminate under (ii) we reserve the right (in our sole discretion) to refuse to open another Account on your behalf or register a vehicle for one or any Vehicle Plan (as appropriate);
 - 2.11.1.2. where you have elected to make payments into your Account other than by Auto Top-Up, if your proposed payment is not accepted, or it becomes apparent to us that you do not intend to continue making payments by your selected payment method;
 - 2.11.1.3. if you have, in our reasonable opinion, made fraudulent or illegal use of the Account, or a Vehicle Plan (if applicable) or used them in a manner not authorised or permitted under this Agreement. In the case of any fraudulent or illegal use we reserve the right (acting reasonably) to refuse to (i) open another Account on your behalf or (ii) register a vehicle for one or any Vehicle Plan;
 - 2.11.1.4. if you become bankrupt or are otherwise unable to pay your debts as they fall due or, as appropriate, an encumbrancer lawfully takes possession (and does not relinquish possession within 30 days);
 - 2.11.1.5. if you are in breach of any of the terms of this Agreement; and
 - 2.11.1.5.1. that breach is incapable of remedy; or
 - 2.11.1.5.2. if capable of remedy, you do not remedy that breach within 30 days after we have notified you of it; or

- 2.11.1.6. if we have issued 3 or more Mis-Use Notices in any 12 month period pursuant to clause 4.4 of this Agreement and in such cases, you will not be allowed to open a new Account for a period of 12 months after the termination of this Agreement.
- 2.11.2. You may terminate this Agreement:
- 2.11.2.1. if you are entitled to do so under clause 2.15.2, on giving us written notice of your termination; and
- 2.11.2.2. for any other reason, on giving 30 days' written notice to us, either online via the Website at www.merseyflow.co.uk, by telephone, in writing or in person at the Walk-In Centre.
- 2.11.3. We may terminate this Agreement on 30 days' written notice to you.
- 2.11.4. Any termination of this Agreement is without prejudice to any other accrued rights or remedies that you or we may have.
- 2.11.5. Within 56 days after the date of termination, we will send you a final statement showing:
- 2.11.5.1. the money you have paid into your Account;
- 2.11.5.2. the Tolls and other sums we have taken from your Account;
- 2.11.5.3. any Account Balance to be paid; and
- 2.11.5.4. any such other information as we consider appropriate in relation to your Account,
- 2.11.5.5. since the last statement or invoice was sent to you.
- 2.11.6. If the final statement or final invoice indicates that your Account is in credit, we shall, at the same time as sending the statement referred to in clause 2.11.5 above, make a refund to you for a sum equivalent to the credit balance in your Account.
- 2.12. Inactive Accounts**
- 2.12.1. If you do not use your Account for a period of more than 12 consecutive months then we may write to you to inform you of your non-use (a "**Non-Use Letter**") and if you do not recommence using the Account within 30 days of the date of the Non-Use Letter, we may, at our sole discretion, terminate your Account as per clause 2.11 and all Vehicle Plans associated with your Account.
- 2.13. Force Majeure**
- 2.13.1. If the operation and management of your Account is prevented or hindered by any matter beyond our control, including but not limited to acts of God, acts of government, strikes, lockouts and other industrial disputes (whether or not relating to our workforce), fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft, then: the performance of this Agreement will be suspended until such prevention or hindrance comes to an end; we will not be liable for any failure or delay in performing our obligations due to such prevention or hindrance and the time for performing our obligations shall be extended.
- 2.14. Notices**
- 2.14.1. Where you are required to give us formal notice under this Agreement (except where stated otherwise) that notice must be sent to us in writing by first class post, where proof of posting can be proven, courier or by hand delivery to: (Merseyflow, 9 Howard Court, Manor Park, Runcorn, WA71SJ) . Please note that if you write to us and have not paid sufficient postage charges, Emovis may charge you for the cost of any postage that we are required to pay on your behalf. Where we are required to notify you under this Agreement we will send that notice by post (or by hand delivery) or by e-mail to the address you last gave to us.
- 2.14.2. Such notice will be deemed duly served:
- 2.14.2.1. if sent by first class post to an address within the UK or sent by email (whether within or outside of the UK) – on the second working day after the day on which it was sent;
- 2.14.2.2. if sent by first class post to an address outside the UK – on the fifth working day after the day on which it was sent.
- 2.15. Changes to Vehicle Plans and/or this Agreement**
- YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 2.15**
- 2.15.1. We may remove, change or add to the terms of this Agreement and/or any Vehicle Plan:
- 2.15.1.1. to vary any of the sums payable by you or Discounts available to you under this Agreement;
- 2.15.1.2. to withdraw the availability of a Vehicle Plan;
- 2.15.1.3. to conform with or anticipate any changes in any Applicable Law;
- 2.15.1.4. to provide for the introduction of new, reduced or improved systems, methods of operation, services or facilities;
- 2.15.1.5. to make them clearer or more favourable to you generally;
- 2.15.1.6. to ensure that our business is run prudently and lawfully; or
- 2.15.1.7. to rectify any mistake that might be discovered in due course.
- 2.15.2. If we remove, change or add to the terms of this Agreement and/or any Vehicle Plan, we will give you at least 30 days' notice of any change, deletion or addition, unless it is to your advantage, in which case we will give you notice as soon as reasonably practicable after making the change, deletion or addition. If you are not happy with any of the changes, deletions or additions that we may make, you may, by giving us written notice, either: (i) cancel the Vehicle Plan(s) affected by such change, deletion or addition or (ii) terminate this Agreement and close your Account. We will send you a final statement in accordance with clause 2.11.5 and make a refund to you of
- 2.15.2.1. a sum equivalent to the credit balance in your Account or the Vehicle Plan; and
- 2.15.2.2. a pro-rata amount of any fee paid by you to us, where such fee relates to any period after the cancellation of your Account and/or Vehicle Plan.
- 2.15.3. If we:
- 2.15.3.1. withdraw any Vehicle Plan; or
- 2.15.3.2. vary the eligibility criteria of any Vehicle Plan and the vehicle you registered for that plan no longer meets the eligibility criteria, your vehicle will be automatically registered for the Sticker Vehicle Plan (if you already have a Sticker), the Video Registered Vehicle Plan (if you do not have a Sticker) unless you terminate this Agreement in accordance with Clause 2.15.2.
- 2.15.4. Except as expressly set out in this Agreement we will have no liability to you for any loss you may suffer as a result of changes, deletions or additions to the terms of this Agreement and/or any Vehicle Plan that we may make from time to time in accordance with this clause 2.15.
- 2.16. Assignment**

2.16.1. We may, but you may not, assign, transfer, charge or otherwise deal with this Agreement or the rights or benefits under it provided that you are not prejudiced by the same. If you are not happy with such assignment, transfer, charge or other dealing you may terminate this Agreement and close your Account by giving us written notice.

2.17. Privacy

2.17.1. You acknowledge that you accept the terms of our Privacy Notice which is available on the Website at www.merseyflow.co.uk [and in paper form at our Walk-In Centre].

2.17.2. The details of this Agreement and your Account will be held by us.

2.17.3. Under Article 15 of the EU General Data Protection Regulation, you have the right to access any personal data that we hold on you. We will require you to provide us with verification documents and for 3rd Party requests, a letter of authorisation. All responses to Subject Access Requests will be sent directly to the individual with a notification sent to the 3rd Party to advise them of this.

2.18. Limitation of Liability YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 2.18

2.18.1. The following provisions set out our entire liability (including any liability for the acts and omission of our employees, agents and sub-contractors) to you under or in connection with this Agreement in respect of (a) any breach of our contractual obligations; and (b) any representation, statement or tortious act or omission including negligence, save that any exclusions or limitations will not apply in the case of fraud.

2.18.2. Nothing in this Agreement will exclude or limit our liability to you for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by law.

2.18.3. Subject to the limit set out in clause 2.18.3, we accept liability in respect of direct damage to your physical property resulting from our negligence.

2.18.4. Subject to the provisions of clause 2.18.1, our entire liability under this Agreement will be limited to an amount equal to £25000.

2.18.5. Subject to clause 2.18.1, we will not be liable to you for loss of profits, loss of revenue, or any type of special, indirect or consequential loss however caused (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or in our contemplation or if we had been advised of the possibility of you incurring it.

2.18.6. Before taking any action under this Agreement against us in respect of any breach of our contractual obligations, you will give us not less than 30 days from the date you notify us of the breach, to remedy it to your reasonable satisfaction.

2.18.7. Except in the case of a claim arising under clause 2.18.1, we will have no liability to you in respect of any claim, unless you have served notice of it to us within 2 years of the date you became aware of the circumstances giving rise to the claim or the date when you ought reasonably to have become so aware.

2.18.8. Except as expressly stated in this Agreement, all conditions, warranties, representations and/or

undertakings, express or implied, statutory or otherwise are excluded.

2.19. Customer Services, Complaints and Queries

2.19.1. If you have any questions or complaints or otherwise need to contact us, please contact our customer service team on 01928 878878, at the walk-in centre at 9 Howard Court, Manor Park, Runcorn, WA7 1SJ¹ between the hours of 09.00 am and 19:00 pm Monday to Friday 09:00 am and 18.00 PM on weekends and public holidays (these hours maybe subject to change) or using the contact form on the Website at www.merseyflow.co.uk. Alternatively, please write to us at Merseyflow, PO Box 327, Runcorn, WA7 9DW.² Please note that if you write to us and have not paid sufficient postage charges, we may charge you for the cost of any postage that it is required to pay on your behalf.

2.20. Information About Us

2.20.1. HBC, Municipal Building, Kingsway, Widnes, Cheshire WA8 7QF made the Charging Order which contains the road user charging scheme for Merseyflow. The Accounts and Vehicle Plans are operated on behalf of HBC's by Emovis as Halton Borough Council's agent. Emovis is a company with company number 06652372, registered in England and Wales, with registered office at 9 Howard Court, Manor Park, Runcorn, WA7 1SJ.

2.21. Invalidity and Entire Agreement

2.21.1. If any one or more of the terms of this Agreement is, or becomes, invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other of these terms will not be affected or impaired.

2.21.2. The terms of this Agreement (together with any documents referred to in it) constitute the entire and only Agreement between you and us relating to your Account, and any Vehicle Plan which any vehicle registered to your Account is registered for. This Agreement supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter. This clause will not exclude any liability in respect of statements made fraudulently prior to entering this Agreement.

2.22. Variation, Waiver and Third Party Rights

2.22.1. Nothing said by any sales person should be understood as a variation of this Agreement. The terms of this Agreement cannot be varied or waived except in writing signed by a director of Emovis on behalf of and as agent for HBC.

2.22.2. If we fail to enforce any of our rights under this Agreement, it does not mean we will not enforce them in the future.

2.22.3. Emovis has the right to enforce the terms of this Agreement which are stated to be for its benefit.

2.23. Governing Law and Jurisdiction

2.23.1. This Agreement will be governed by and interpreted in accordance with English law and the English courts

will have jurisdiction to resolve disputes between you and us.

2.23.2. This Agreement will be concluded in English.

3. Video Registered Vehicle Plan Terms

3.1. General

3.1.1. Under this Agreement you will have the right to make an application for a vehicle or vehicles to be registered for the Video Registered Vehicle Plan. You may apply for a vehicle or vehicles to be registered for the Video Registered Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These Video Registered Plan Terms will apply to your application for the Video Registered Vehicle Plan.

3.2. Video Registered Vehicle Plan Registration and Replacement Fee

3.2.1. Your application to have a vehicle registered for the Video Registered Vehicle Plan will only be accepted after you have paid into your Account the vehicle registration fee of £5.00 (and such payment has been received in cleared funds).

3.2.2. You have the right to cancel this Agreement, your Account or registration for any Vehicle Plan at any time within 14 days beginning on the day after the contract is formed under clause 2.1.1 or, an Account being opened and/or a vehicle being registered for a Vehicle Plan under Clause 2.3.1 (the "Cancellation Period"). If you wish to cancel, you simply need to tell us by phone on 01928 878878, by writing to Merseyflow, PO Box 327, Runcorn, WA7 9DW, or by using the cancellation form which you can find at the Website at www.merseyflow.co.uk or in your Welcome Pack.

3.3. If you cancel within the Cancellation Period:

3.3.1. We will not charge you for cancelling this Agreement, the Account and/or a vehicle Plan;

3.3.2. We will repay to you all money you have paid to us in respect of such Account opening and/or Vehicle Plan, except for any money that has already been deducted (or that is due to be deducted) from your Account to pay for Tolls incurred by vehicles registered to your Account during the Cancellation Period or any money that you have credited to your Account which is not related to the Vehicle Plan you have cancelled. We will provide the refund within 14 days beginning on the day after you told us you want to cancel, using the same method you paid with: and

3.3.3. Crossing during the Cancellation Period will incur Tolls which do not include any Discount associated with registering for an Account (where an Account has been cancelled) and/or the Vehicle Plan which has been cancelled.

3.3.4. Any termination of this Agreement after the cancellation period can be done only as specified under clause 2.11.

4. Sticker Vehicle Plan Terms

4.1. General

4.1.1. Under this Agreement you have the right to make an application for a vehicle or vehicles to be registered for the Sticker Vehicle Plan. You may apply for a vehicle or vehicles to be registered for the Sticker Vehicle Plan at the same time as you submit your application for a new Account or at any time during which you have an Account. Except as otherwise indicated, these Sticker Plan Terms will apply to your application for and your use of a Sticker pursuant to the Sticker Vehicle Plan, or any other Vehicle Plan to

which the Sticker Plan Terms apply as set out in Clause 1 of this Agreement.

4.2. Sticker Vehicle Plan Registration

4.2.1. Your application to have a vehicle registered for the Sticker Vehicle Plan will only be accepted after you have paid into your Account the minimum start up balance of £30.00 and the vehicle registration fee of £5.00 (and such payment has been received in cleared funds). This is the Initial Credit and Payment Fee for vehicles registered for the Sticker Vehicle Plan. For the avoidance of doubt, the vehicle registration fee and minimum start up balance will not apply if the vehicle is registered for the Local User Discount Scheme Vehicle Plan. The Frequent User Discount Scheme Vehicle Plan and the Disabled User and Emergency Service Scheme Vehicle Plan will not require the minimum start up balance but will require the £5 per vehicle registration.

4.3. Provision and Use of Sticker

4.3.1. Your Sticker(s) and the vehicles registered to use a Sticker will be registered to your Account so you must have an Account to use a Sticker. You can apply for a vehicle(s) to be registered for a Sticker at the same time as applying for an Account.

4.3.2. A Sticker Replacement Fee of £5.00 will be payable if your Sticker is lost or stolen or destroyed because of a misuse.

4.3.3. All orders for Stickers are subject to availability and we reserve the right to refuse to supply to you for whatever reason.

4.3.4. As a condition to your continued use of the Sticker, you will:

4.3.4.1. install the Sticker on the vehicle registered to the Sticker Vehicle Plan and use the Sticker only as directed by the instructions accompanying the Sticker or as provided by us from time to time;

4.3.4.2. only use the Sticker for the vehicle registered to the Sticker Vehicle Plan;

4.3.4.3. not sell, dispose of, damage or tamper with the Sticker; lend or hire the Sticker to any other person; or use the Sticker fraudulently or illegally;

4.3.4.4. exercise all possible care to ensure the Sticker is not lost, stolen or misused;

4.3.4.5. if the Sticker becomes lost, stolen or is at risk of being misused, take all steps we consider necessary to assist us in recovering the Sticker; and

4.3.4.6. use the Sticker only for the purpose, and in the manner, permitted in this Agreement and in compliance with all Applicable Law.

4.3.5. It is your responsibility to have sufficient funds in your Account to pay all Tolls and other charges incurred by vehicles registered for the Sticker Vehicle Plan from time to time. If at any time there are insufficient funds in the Account, Tolls will be applied to your Account without the Discounts associated with a Sticker Vehicle Plan. This condition applies to vehicles to which the Sticker Vehicle Plan applies as a result of a failure to pay Annual Registration Fees or provide up to date proof of eligibility for a Vehicle Plan.

4.4. Notification of Fault, Loss, Theft or Misuse

4.4.1. If the Sticker is faulty, lost, stolen or if you become aware that the Sticker may be or is being misused, you must immediately tell us by telephone (lines monitored during office hours), or in person at the Walk-In Centre and, if we request, confirm the loss,

theft or misuse in writing (by post or email), using the contact details set out in clause 2.19 of this Agreement.

- 4.4.2. If you notify us your Sticker is lost or stolen, we will cancel your Sticker and may send you a replacement but your Account will still work using the vehicle number plate of the vehicle registered for the Sticker Vehicle Plan. You must pay a Sticker Replacement Fee for any lost or stolen Sticker.
- 4.4.3. If in our opinion the Sticker is misused (for example, it is being used for a different vehicle or you have not mounted it in your vehicle correctly), a written warning will be sent to you (the "Mis-Use Notice").
- 4.4.4. If a Sticker is misused we may immediately cancel the Sticker Vehicle Plan registration and will notify you of the cancellation.

4.5. Cancellation

- 4.5.1. You may cancel a Sticker Vehicle Plan at any time. You can cancel by phone or in writing using the contact details in clause 2.19 of this Agreement.
- 4.5.2. If you cancel your Sticker Vehicle Plan within the Cancellation Period, you will be entitled to a refund in accordance with clause 2.4 of the General Terms.
- 4.5.3. If you cancel your Sticker Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or Sticker Vehicle Plan under clause 2.15 of the General Terms, the terms of clause 2.15 will apply to your cancellation.
- 4.5.4. If you cancel your Sticker Vehicle Plan:
 - 4.5.4.1. you must immediately stop using the Sticker and you will no longer be entitled to Discounts associated with the Sticker Vehicle Plan or be registered for the Local User Discount Scheme Vehicle Plan or Frequent User Discount Scheme Vehicle Plan or the Disabled User and Emergency Services Scheme Vehicle Plan;
 - 4.5.4.2. your vehicle will be registered for the Video Registered Vehicle Plan;
 - 4.5.4.3. after the expiry of the Cancellation Period and not in exercise of your rights under clause 2.15, you will not be entitled to receive any refund of your registration fee and any other fees which you have paid to us for registration (and continued registration) to the Sticker Vehicle Plan.

4.6. Property

- 4.6.1. The Sticker remains the property of HBC at all times.

5. Local User Discount Scheme Vehicle Plan Terms

5.1. General

- 5.1.1. Under this Agreement you have the right to make an application for a vehicle or vehicles to be registered for the Local User Discount Scheme Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for the Local User Discount Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These Local User Discount Vehicle Plan Terms will apply to your application for and registration of a vehicle for the Local User Discount Vehicle Plan.

5.2. Eligibility

- 5.2.1. A vehicle is eligible to be registered for the Local User Discount Scheme Vehicle Plan if:
 - 5.2.1.1. the vehicle is registered to a resident of Halton, falling under the jurisdiction of HBC.
 - 5.2.1.2. The Class 2 vehicle as described in the definitions appendix.

- 5.2.1.3. the registered keeper of the vehicle, according to the DVLA or the keeper of the vehicle on an exclusive basis (for vehicles that are leased or company cars and providing equivalent proof has been provided) is:
 - 5.2.1.3.1. if they are seventeen (17) years or over, with a valid full UK Driving Licence;
 - 5.2.1.3.2. either: (i) living in a property in Halton with a Council Tax Band of A, B, C, D, E or F only; or (ii) living in a property in Halton with a Council Tax Band of G or H and successfully applied, and approved by the Council, to be included in the Local User Discount Scheme as a result of economic hardship
 - 5.2.1.3.3. living in Council Tax Band G or H properties either (i) in an apprenticeship – the apprentice must be under the age of 20 and studying for at least 12 hours per week on a course which lasts for more than three months for any qualification up to A level, ONC or OND standard (correspondence courses, evening classes or courses taken in connection with a person's job, such as on day release, are not included) or ii) in full time education which refers to being enrolled for the purpose of attending a university or college course which lasts for at least one academic year, normally requires attendance of at least 24 weeks a year and involves on average at least 21 hours of study, tuition or work experience per week during term time.
 - 5.2.1.3.4. a Halton resident and in receipt of one of the following: the higher rate mobility component of Disability Living Allowance; Attendance Allowance; Enhanced rate of the mobility component of the Personal Independence Allowance; and/or the War Pensioners Mobility Supplement, but are not eligible for a Blue Badge and whose disability prevents them from driving, will be able to register a vehicle to benefit from unlimited crossings under the Local User Discount Scheme when they are travelling in the vehicle for a £10 annual fee
 - 5.2.1.3.5. is not the registered keeper of any other vehicle and/or keeper of any other vehicle on an exclusive basis that is registered for the Local User Discount Scheme Vehicle Plan; and

- 5.2.1.4. the vehicle is registered to an Account.

5.3. Local User Discount Scheme Vehicle Plan Registration

- 5.3.1. You must provide the evidence necessary to establish that a vehicle is eligible to be registered for the Local User Discount Scheme Vehicle Plan by either:
 - 5.3.1.1. bringing all necessary documentation to a customer services representative at a Walk-In Centre;

- 5.3.1.2. sending copies of the documents to us by post or providing scanned copies by email; or
- 5.3.1.3. uploading scanned copies of documents via the Website at www.merseyflow.co.uk if you are registering online or by telephone, alternatively bring your documents to the Walk-In centre where these will be uploaded on your behalf by a customer representative.
- 5.3.2. If copies of documentation are provided we reserve the right to require you to provide the original document at any time.
- 5.3.3. Details of documents which can be provided to prove a vehicle's eligibility to be registered for the Local User Discount Scheme Vehicle Plan are set out in the Account/Vehicle Registration Application Form.
- 5.3.4. Your application to have a vehicle registered for Local User Discount Scheme Vehicle Plan will only be accepted after you have paid into your Account the first Annual Registration Fee of £10.00 (and such payment has been received in cleared funds). The Annual Registration Fee is the Initial Credit and Fee Payment for vehicles registered for the Local User Discount Scheme Vehicle Plan.
- 5.3.5. The vehicle will be registered for the Local User Discount Scheme Vehicle Plan from the date you receive confirmation from us in accordance with clause 2.3 of the General Terms ("LUDS Start Date"). We will only send confirmation after we have received the required proof of eligibility and the Initial Credit and Fee Payment has been received in cleared funds
- 5.3.6. The Local User Discount Scheme Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for the Local User Discount Scheme Vehicle Plan. These Crossings will be charged:
 - 5.3.6.1. if you already have an Account with us and are registered for an alternative Vehicle Plan, according to the terms of that particular Vehicle Plan; and/or
 - 5.3.6.2. if you do not have an Account with us, the full Tolls without any Discount.
- 5.4. **Annual Renewal**
 - 5.4.1. Every year:
 - 5.4.1.1. an Annual Registration Fee of £10.00 will be payable for each vehicle registered to your Account which is registered for the Local User Discount Scheme Vehicle Plan; and
 - 5.4.1.2. you may be requested to provide up to date evidence that any vehicle registered to your Account which is registered for the Local User Discount Scheme Vehicle Plan is still eligible for the Local User Discount Scheme Vehicle Plan. If such evidence is required you will be asked to provide it not later than 30 days prior to the anniversary of the LUDS Start Date.
 - 5.4.2. The Annual Registration Fee of £10.00 will be deducted from your Account Balance on the anniversary of the LUDS Start Date.
 - 5.4.3. If you fail to provide up-to-date evidence or pay the Annual Registration Fee, the vehicle will no longer be registered for the Local User Discount Scheme Vehicle Plan and Tolls will be charged for Crossings made by that vehicle at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.
- 5.5. **Use of a Sticker**
 - 5.5.1. All vehicles registered for the Local User Discount Scheme Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The Local User Discount Scheme Vehicle Plan will not apply to any Crossing made by a vehicle without a Sticker correctly positioned in the windshield.
 - 5.5.2. You agree that if you make a Crossing using a vehicle other than one registered for the Local User Discount Scheme Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, then the Local User Discount Scheme Vehicle Plan will not apply to that Crossing and the Crossing will be charged according to the Vehicle Plan which the vehicle you used is registered for under your Account. If the vehicle you used is not registered for a Vehicle Plan, the Crossing will incur Tolls without any Discount.
 - 5.5.3. Cars and small vans (Class 2, as defined in the definitions appendix), used for personal use only, are eligible for the Local User Discount Scheme. Any trips made for business must be declared and paid for.
 - 5.5.4. A vehicle registered for the Local User Discount Scheme Plan shall be used in accordance the fair use guidance issued by emovis from time to time and available on the Website at www.merseyflow.co.uk.
 - 5.5.5. Only personal journeys are covered in the Local User Discount Scheme, business trips must be declared and paid for separately at the Sticker registered rate.
- 5.6. **Cancellation**
 - 5.6.1. You may cancel a Local User Discount Scheme Vehicle Plan at any time. You can cancel by phone or in writing using the contact details in clause 2.19 of this Agreement.
 - 5.6.2. If you cancel a Local User Discount Scheme Vehicle Plan within the Cancellation Period, you will be entitled to a refund in accordance with clause 2.4 of the General Terms.
 - 5.6.3. If you cancel a Local User Discount Scheme Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or Local User Discount Vehicle Plan under clause 2.15 of the General Terms, the terms of clause 2.15 will apply to your cancellation.
 - 5.6.4. If you cancel your Local User Discount Scheme Vehicle Plan:
 - 5.6.4.1. you will no longer be entitled to Discounts associated with the Local User Discount Scheme Vehicle Plan;
 - 5.6.4.2. your vehicle will be registered for the Sticker Vehicle Plan; and
 - 5.6.4.3. after the expiry of the Cancellation Period and not in exercise of your rights under clause 2.15 of the General Terms, you will not be entitled to receive a refund of the Annual Registration Fee (whether prorated or otherwise).
- 6. **Frequent User Discount Scheme Vehicle Plan Terms**
 - 6.1. **General**
 - 6.1.1. Under this Agreement you have the right to make an application for a vehicle or vehicles to be registered for the Frequent User Discount Scheme Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for the Frequent User Discount Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These Frequent User Discount Vehicle Plan Terms will

apply to your application for and registration of a vehicle for the Frequent User Discount Vehicle Plan.

6.2. Eligibility

6.2.1. A vehicle is eligible to be registered for the Frequent User Discount Scheme Vehicle Plan if:

- 6.2.1.1. the vehicle is a Class 2 vehicle (cars and light vans);
- 6.2.1.2. the registered keeper of the vehicle, according to the DVLA or the keeper of the vehicle on an exclusive basis (for vehicles that are leased or company cars and providing equivalent proof has been provided) is not the registered keeper of any other vehicle and/or keeper of any other vehicle on an exclusive basis that is registered for the Frequent User Discount Scheme Vehicle Plan; and
- 6.2.1.3. the vehicle will be registered to an Account.

6.3. Frequent User Discount Scheme Vehicle Plan Registration

6.3.1. Your application to have a vehicle registered for the Frequent User Discount Scheme Vehicle Plan will only be accepted after you have paid into your Account the first Monthly Fee (and such payment has been received in cleared funds). The first Monthly Fee is the Initial Credit and Fee Payment for vehicles registered for the Frequent User Discount Scheme Vehicle Plan.

6.3.2. The vehicle will be registered for the Frequent User Discount Scheme Vehicle Plan from the date you receive confirmation from us in accordance with clause 2.3 of this Agreement ("**FUDS Start Date**"). We will only send confirmation after we have received the Initial Credit and Fee Payment in cleared funds.

6.3.3. The Frequent User Discount Scheme Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for the Frequent User Discount Scheme Vehicle Plan.

6.4. Payment and Collection of Charges applying to FUDS

6.4.1. A Monthly Fee will be payable for each vehicle registered for the Frequent User Discount Scheme Vehicle Plan.

6.4.2. The amount of the Monthly Fee will depend on whether you apply for a Monthly Unlimited Travel Pass or a Monthly Off-Peak Travel Pass for that vehicle.

6.4.3. The terms applying to a Monthly Unlimited Travel Pass and Monthly Off-Peak Travel Pass can be found on the Website at www.merseyflow.co.uk, at the Walk-in centre and by telephone to our customer services.

6.4.4. Monthly Fee(s) for any vehicle(s) registered to your Account will be deducted from your Account Balance each month on the Frequent User Discount Scheme Start Date and any subsequent anniversary of that date, for that vehicle.

6.4.5. If you have an active Monthly Off-Peak Travel Pass, any peak journeys will be charged at the Account Sticker rate and will be deducted from the available balance on your Merseyflow Account.

6.5. Use of a Sticker

6.5.1. All vehicles registered for the Frequent User Discount Scheme Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The Frequent User Discount Scheme Vehicle Plan will not apply to any

Crossing made by a vehicle without a Sticker correctly positioned in the windshield

6.5.2. You agree that if you make a Crossing using a vehicle other than one registered for the Frequent User Discount Scheme Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, then the Frequent User Discount Scheme Vehicle Plan will not apply to that Crossing.

6.6. Cancellation

6.6.1. You may cancel a Frequent User Discount Scheme Vehicle Plan at any time. You can cancel by phone or in writing using the contact details in clause 2.19 of this Agreement.

6.6.2. If you cancel a Frequent User Discount Scheme Vehicle Plan within the Cancellation Period, you will be entitled to a refund in accordance with clause 2.4 of the General Terms.

6.6.3. If you cancel a Frequent User Discount Scheme Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or Frequent User Discount Vehicle Plan under clause 2.15 of the General Terms, the terms of clause 2.15 will apply to your cancellation.

6.6.4. If you cancel your Frequent User Discount Scheme Vehicle Plan:

- 6.6.4.1. you will no longer be entitled to Discounts associated with the Frequent User Discount Scheme Vehicle Plan;
- 6.6.4.2. your vehicle will be registered for the Sticker Vehicle Plan; and
- 6.6.4.3. after the expiry of the Cancellation Period and not in exercise of your rights under clause 2.15, you will not be entitled to receive any refund of:
 - 6.6.4.4. the Monthly Fee whether prorated or otherwise; and
 - 6.6.4.5. your registration fee.

7. Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan Terms

7.1. General

7.1.1. Under this Agreement you have the right to make an application for a vehicle or vehicles to be registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan Terms will apply to your application for and registration of a vehicle for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan.

7.2. Eligibility

7.2.1. A vehicle is eligible to be registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan if it is eligible to be entered upon the exemptions register in accordance with Schedule 2, Part 1 of the Charging Orders.

7.2.2. Where the vehicles to be registered fall within the description of vehicles at Schedule 2, Part 2, Paragraphs 3(a)-(d) and (f) of the Charging Orders (emergency service vehicles), you are entitled to register multiple vehicles.

7.2.3. Where the vehicles registered by the emergency services when being used for the purpose of delivering these services, whether or not marked and not already covered by exemptions;

- 7.2.4. Ambulance vehicles whether carrying patients or not and registered by the ambulance service and vehicles used for the transport of blood, plasma or human organs will be able to be added onto the exemptions register. All vehicles eligible to be added onto the exemptions register must still register their vehicles for a £5 fee.
- 7.2.5. Where the vehicle to be registered falls within the description of vehicles at Schedule 2, Part 2, Paragraph (e) and (g) of the Charging Orders (pre-registered and approved blue badge holders and agricultural tractors), you are entitled to register only one (1) vehicle per person.
- 7.2.6. Where a vehicle is registered with the DVLA under the 'disabled passenger vehicle tax class, documentary DVLA evidence can be provided, and has a valid organisational Blue Badge. An organisation can register one disabled passenger vehicle per organisational Blue Badge. The Blue Badge is associated with both the pre-registered vehicle and the organisation, not just the organisation, therefore, the Blue Badge is not interchangeable between vehicles.
- 7.2.7. Agricultural tractors will be able to be added onto the exemptions register in accordance with Schedule 2, Part 1 of the Charging Orders for use of the Silver Jubilee Bridge only with exemptions allowed on the Mersey Gateway Bridge in the interim, until the Silver Jubilee Bridge reopens.
- 7.3. Disabled User , Emergency Service Scheme Vehicle and Agricultural Tractors Plan Registration**
- 7.3.1. You must provide the evidence necessary to establish that a vehicle is eligible to be registered for the Disabled User Emergency Service Scheme and Agricultural Tractors Vehicle Plan by either:
- 7.3.1.1. bringing all necessary documentation to a customer services representative at a Walk-In Centre; or
- 7.3.1.2. sending copies of the documents to us by post or providing scanned copies by email.
- 7.3.2. If copies of documentation are provided we reserve the right to require you to provide the original document at any time.
- 7.3.3. Details of documents which can be provided to prove a vehicle's eligibility to be registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan are set out in the Account/Vehicle Registration Application Form.
- 7.3.4. Your application to have a vehicle registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan will only be accepted after you have paid into your Account the Registration Fee of £5.00 (and such payment has been received in cleared funds). The Registration Fee is the Initial Credit and Fee Payment for vehicles registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan.
- 7.3.5. The vehicle will be registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan from the date you receive confirmation from us in accordance with clause 2.3 of this Agreement ("DUES Start Date"). We will only send confirmation after we have received the required proof of eligibility and the Initial Credit and Fee Payment has been received in cleared funds. This may take up to twenty (20) days following our receipt of an application for a vehicle to be entered into the exemptions register in accordance with Schedule 2, Part 2 of the Order.
- 7.3.6. The Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan .
- 7.4. Annual Renewal**
- 7.4.1. Every year (or at the end of your plan date (Blue Badge Expiry Date), you may be requested to provide up-to-date evidence that any vehicle registered to your Account which is registered for the Scheme Vehicle Plan is still eligible for the Disabled User and Emergency Service Scheme Vehicle Plan. If such evidence is required you will be asked to provide it not later than 30 days prior to the anniversary of the DUES Start Date or the Blue Badge Expiry Date.
- 7.4.2. If you fail to provide up-to-date evidence the vehicle will no longer be registered for the Disabled User and Emergency Service Scheme Vehicle Plan and Tolls will be charged for Crossings made by that vehicle at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.
- 7.5. Use of a Sticker**
- 7.5.1. All vehicles registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan will not apply to any Crossing made by a vehicle without a Sticker correctly positioned in the windshield.
- 7.5.2. You agree that if you make a Crossing using a vehicle other than one registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan , or where a registered vehicle makes a Crossing other than for the purpose of transporting a person who has a disabled person's badge, the Sticker Registered Account rate will be payable.
- 7.5.3. You agree that if you make a Crossing using a vehicle other than one registered for the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan will not apply to that Crossing and the Crossing will incur Tolls without any Discount.
- 7.6. Cancellation**
- 7.6.1. You may cancel a Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan at any time. You can cancel by phone or in writing using the contact details in clause 2.19 of this Agreement.
- 7.6.2. If you cancel a Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan within the Cancellation Period, you will be entitled to a refund in accordance with clause 2.4 of the General Terms.
- 7.6.3. If you cancel a Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan under clause 2.15 of the General Terms, the terms of clause 2.15 will apply to your cancellation.

- 7.6.4. If you cancel your Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan :
- 7.6.4.1. you will no longer be entitled to Discounts associated with the Disabled User and Emergency Service Scheme Vehicle Plan;
 - 7.6.4.2. your vehicle will be registered for the Sticker Vehicle Plan; and
 - 7.6.4.3. after the expiry of the Cancellation Period and not in exercise of your rights under

clause 2.15 of the General Terms, you will not be entitled to receive any refund of your Registration Fee and any other fees which you have paid to us for registration (and continued registration) to the Disabled User, Emergency Service Scheme and Agricultural Tractors Vehicle Plan.

SECTION 8 DEFINITIONS AND INTERPRETATION

The following words and expressions used in this Agreement will have the following meanings:

“Account” an account which can be used to pay for Tolls in respect of journeys across the Mersey Gateway Bridge and/or Silver Jubilee Bridge;

“Account/Vehicle Registration Application Form” your application to open an Account and/or register a vehicle to that Account;

“Account Balance” the amount credited to your Account at any time;

“Account Balance Statement” statement of your Account Balance;

“Agreement” these terms and conditions as they apply to each Account and Vehicle Plan together with the Privacy Policy;

“Annual Registration Fee” the non-refundable sum to be paid each year by you in order for a vehicle to be, and remain, admitted onto the Local Users’ Discount Scheme Vehicle Plan;

“Applicable Law” any laws, rules, regulations, guidelines, directives, treaties, and judgments, together with any decrees, orders, decisions, instructions or notices of Halton Borough Council and/or any Governmental Authority relating to, or impacting on, the Mersey Gateway Bridge and/or Silver Jubilee Bridge Crossings;

“Auto Top-Up” the method of payment which triggers an automatic top-up of your Account Balance when your Minimum Balance Threshold is reached;

“Automatic Number Plate Recognition System” the system used by us to automatically record and identify your vehicle registration mark as you cross Mersey Gateway or Silver Jubilee Bridge Crossings;

“Cancellation Period” has the meaning given in clause 2.4.1;

“Class 2” means motor caravans falling within classifications L(a) and L(b); motor vehicles with at least four wheels, used for the carriage of passengers falling within classifications M1(a) and M1(b); and motor vehicles with at least four wheels used for the carriage of goods falling within classifications N1(a) and N1(b).

“Class M1(a)” – A motor vehicle which comprises no more than eight seats in addition to the driver’s seat

“Class M1(b)” – A motor vehicle as defined in Class M1(a) which is drawing a trailer.

“Class N1(a)” – A motor vehicle which has a maximum mass not exceeding 3.5 tonnes.

“Class N1(b)” – A motor vehicle which has an unladen mass exceeding 550kg or an engine with power exceeding 15kW

“Charging Orders” The A533 (Mersey Gateway Bridge) and the A557 (Silver Jubilee Bridge) Roads User Charging Scheme Order 2018.

“Crossing” a one-way passage across the Mersey Gateway Bridge or Silver Jubilee Bridge;

“days” calendar days unless specified otherwise;

“Disabled User and Emergency Service Scheme Vehicle Plan” a vehicle Plan under which disabled users and emergency service scheme personnel are entitled to unlimited free Crossings subject to payment of a Registration Fee and the vehicle satisfying the eligibility criteria;

“Discount” the sum to be deducted from the Tolls as a result of you having an Account, and/or a vehicle being registered to Vehicle Plan;

“DUES Start Date” has the meaning given in clause 7.3.5;

“Emovis” emovis Operations Mersey LTD (company number 06652372) a company registered in England and Wales, whose registered office is Howard Court, Manor Park, Runcorn, Cheshire, England, WA7 1SJ and its successors and permitted assigns;

“Frequent Users’ Discount Scheme Vehicle Plan” the Vehicle Plan under which users are entitled to apply for a Monthly

Unlimited Travel Pass or Monthly Off-Peak Travel Pass;

“FUDS Start Date” has the meaning given in clause 6.3.2;

“General Terms” the terms and conditions relating to your Account and all Vehicle Plans set out in Section 2 of this Agreement;

“Governmental Authority” national, federal, regional, state, provincial, municipal, county or other governmental, quasi-governmental, administrative or regulatory authority, body, agency, court, tribunal, commission, instrumentality or other similar entity (including any branch, department or official thereof) in the United Kingdom or elsewhere;

“Halton” means the geographic area under the jurisdiction of Halton Borough Council;

“Initial Credit and Fees Payment” the sums you are required to pay into your Account, in cleared funds before an application will be confirmed as having been accepted (including (as applicable) vehicle registration fees, minimum top up amounts and the first Annual Registration Fee or Monthly Fee payable when registering a vehicle for a Vehicle Plan or as specified in this Agreement, on the Account/Vehicle Registration Application Form or notified via telephone;

“Local Users’ Discount Scheme Vehicle Plan” a Vehicle Plan under which residents using registered vehicles are entitled to unlimited free Crossings subject to the payment of an Annual Registration Fee and the vehicle satisfying the eligibility criteria;

“LUDS Start Date” has the meaning given in clause 5.3.5;

“Mandate” a direct debit or other continuous authority mandate (including direct debit, debit card or credit card) authorising the payment to us of sums of money;

“Manual-Top-Up” the method of payment which requires you to manually top-up your Account Balance;

“Merseyflow Scheme” the free flow tolling scheme on the Mersey Gateway Bridge and Silver Jubilee Bridge authorised by the Charging Orders

“Minimum Balance Threshold” the minimum balance threshold set by you in accordance with clause 2.7.5.1;

“Minimum Top Up” is the lowest sum of money that you can pay into your Account in a single transaction;

“Mis-Use Notice” has the meaning given in clause 4.4;

“month” a calendar month;

“Monthly Fee” the non-refundable sum to be paid each month by you in order to be, and remain admitted to the Frequent Users Discount Scheme Vehicle Plan the amount of which will be specified in the Account/Vehicle Registration Application Form and depend on whether you apply for a Monthly Unlimited Travel Pass or Monthly Off-Peak Travel Pass;

“Monthly Off-Peak Travel Pass” gives unlimited Crossings across the Mersey Gateway Bridge and/or Silver Jubilee Bridge at the off-peak times specified in the Account/Vehicle Registration Application Form, on the Website at www.merseyflow.co.uk, and at other Merseyflow Customer Service channels indicated in clause 2.19 the off-peak times may vary from time to time;

“Monthly Unlimited Travel Pass” gives unlimited Crossings across the Mersey Gateway Bridge and/or the Silver Jubilee Bridge at any time of the day for one month;

“Non-Use Letter” has the meaning given in clause 2.12;

“Penalty Charge” the charge payable by the user under a Penalty Charge Notice;

“Privacy Policy” our policy governing the provision, use and protection of the information provided by you. A copy appears on the Website at www.merseyflow.co.uk and is available in writing on request;

“Registration Fee” the fee payable to be registered for the Disabled User and Emergency Services Scheme Vehicle Plan;

“Sticker” the transponder affixed or to be affixed to your vehicle to operate the tracking equipment according to this Agreement;

TERMS AND CONDITIONS

“Sticker Replacement Fee” £5 (or such other amount we may notify to you as being the current cost of the lost, stolen or Sticker or replacement due to your misuse);

“Tolls” the charges imposed under the Charging Orders from time to time made under Part III of the Transport Act 2000 and Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 for each single journey across the Mersey Gateway Bridge and/or A557 (Silver Jubilee Bridge);

“us” “we” and “our” Halton Borough Council (including where acting through its agent emovis)

“Vehicle Plan” any or all of (as the context requires) six Vehicles Plans set out in this Agreement which are: the Video Registered

Vehicle Plan, Sticker Vehicle Plan, Local User Discount Scheme Vehicle Plan, Disabled User and Emergency Service Scheme Vehicle Plan:

“Walk in Centre” the retail point located at 9 Howard Court, Manor Park, Runcorn, WA7 1SJ or some other location in the (Halton Borough Bylaw) area at which you can open an Account or make payment

Account Cancellation Form

To: Merseyflow Po Box 327, Runcorn, WA79DW

I hereby give notice that I cancel my contract with HBC for an Account which was created on (dd mm yyyy):

Name of User

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Account:

Address of User:

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For any future crossings, I agree that I will have until midnight on the day after crossing to pay. I have noted that I will not receive any Discount for the crossings.

Signature of User:

Date (dd mm yyyy):

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We are sorry to lose you as an account customer and hope that we can welcome you back again in the future.