

Mersey Tunnels T-FLOW - Scheme Terms of Agreement

1. Definitions

- T-FLOW – Mersey Tunnels Pre-Pay account for Pay by Plate video tolling scheme
- Account Holder – means the individual responsible for management of the T-FLOW account
- Application – means the formal application process followed by the Account Holder
- Account – means the account set up for the operation of electronic tolling / pay by plate through Mersey Tunnels T-FLOW Scheme for the Account Holder
- Liverpool City Region – means the districts of Halton, Knowsley, Liverpool, Sefton, St Helen's and Wirral
- VRM – means the vehicle registration mark(s) linked to the account for toll payment
- Merseytravel – means Merseytravel, the operator of the Mersey Tunnels, No 1 Mann Island, Liverpool, L3 1BP as well as its employees, agents, sub-contractors and assignees
- Toll Barrier – means the Mersey Tunnels toll barrier at Birkenhead and Wallasey toll plazas
- Resident Concession – means the discount available, upon application, to eligible residents of the Liverpool City Region
- User – means the vehicle VRM / or user of the T-FLOW scheme registered by the T-FLOW Account Holder.
- Vehicle Classification – means the toll class charged for the vehicle classified by the weight, size and number of axles
- SORN – means Statutory Off-Road Notification with DVLA

2. General Conditions

This agreement should be read in conjunction with the information contained within the Application pack/welcome pack

This agreement, together with the Application, shall form a binding legal agreement between you and the Merseytravel which shall take effect upon receipt of your Application by Merseytravel.

Merseytravel reserves the right to refuse any incomplete Application. If we are unable to accept your Application, we will inform you of this in writing and refund any payments made to us in advance in full.

Once the Account is open Users can start to make journeys on the vehicles (VRM) registered.

It is the User(s) responsibility to ensure that they do not proceed through the Toll Barrier on another vehicle's toll payment.

It is the T-FLOW Account Holder's responsibility to ensure that the Account has appropriate funds to operate the Toll Barrier.

It is the Account Holder's responsibility to register the correct VRM number against each User(s) on the Account and notify Merseytravel immediately if they sell that vehicle. For foreign licence plates the Account Holder must provide Merseytravel with the correct VRM and country code, failure to do so may result in passage being refused.

Upon registering a vehicle to the Account, the VRM will be checked against DVLA Open Source data to establish the Vehicle Classification. In doing so you confirm that the information is true to the best of your knowledge and it is the Account Holder's responsibility to inform us immediately of any error or change.

If you change your vehicle, or it is stolen, or you wish to declare the vehicle as SORN you may report this online via the Mersey Tunnels website www.merseytunnels.co.uk or by phoning our Customer Services team on 0151 330 1004 or by email to tflow@liverpoolcityregion-ca.gov.uk. The User/VRM will be blocked to prevent unauthorised usage.

Customers have the option to open a personal or business T-FLOW Account. A VRM can be linked to only one T-FLOW Account. Personal accounts are restricted to a maximum of 4 Users.

If Merseytravel identifies a duplicate VRM, we reserve the right to block the User. Merseytravel reserve the right to refuse travel on an incorrect, blocked or duplicate VRM and the appropriate toll fee will need to be paid by other means such as cash or credit card or use of Mersey Tunnels will be refused.

The T-FLOW system and the ANPR camera technology used to read the VRM has been configured to read VRM's that conform to The Road Vehicles (Display of Registration Marks) Regulations (as appropriate).

These regulations govern how vehicle registration mark plates are designed, manufactured and displayed.

An alternative reference source relating to these regulations can be found at www.gov.uk/displaying-number-plates.

You could be subject to prosecution and fine and your vehicle will fail its MOT test if you drive with incorrectly displayed number plates. In some cases, the registration number may be permanently withdrawn.

You cannot rearrange or misrepresent the numbers and letters on a number plate to form names or words, so that they are hard to read. For example, fixing bolts to change any of the letters or numbers.

VRM that do not conform to DVLA specifications, will never be read by the ANPR camera located in the toll lane and as such are not suitable for the TFLOW scheme.

In addition to the above, the make-up of your number plate and the fixings placed where they are, your VRM plate may not be compatible with the T-Flow system. For example – Non-Reflective plates, 3D plates or screws fixed which obscure the VRM or alter a character in the VRM when being read by our cameras, damage due to wear and tear, cracked plates, which means they will never be read by the ANPR camera located in the toll lane. **In such circumstances the VRM will not be suitable for the T-FLOW system. Merseytravel accepts no responsibility or liability in the event a VRM plate is not suitable for the T-Flow System.**

The User shall ensure the Account is not being used fraudulently or for any fraudulent or illegal purposes. Merseytravel reserves the right to terminate this agreement and close the Account in accordance with clause 9 if we reasonably believe an Account is being used fraudulently or for illegal purposes. Further, Merseytravel reserves the right to report and inform UK law enforcement authorities where we reasonable consider that fraud or illegal activities may be taking place.

3. Merseytravel Obligations

In processing your Application and administering your Account, Merseytravel will take reasonable measures to ensure services are carried out using reasonable skill and care.

There may be occasions when we must suspend your T-Flow Account or User(s) on the Account to deal with technical problems or make minor technical changes or to make updates to reflect any changes in relevant laws or comply with any regulatory requirements placed upon Merseytravel.

We will contact you in advance to tell you we are suspending the Account unless the problem is urgent or an emergency.

You may contact us to end the contract if we suspend your account, or tell you that we are going to suspend it, in each case for a period of more than 7 days, and we will refund any sums that have been paid to Merseytravel in advance.

4. Payment

Upon opening the Account and commencement of this agreement, the Account Holder shall make an initial payment to ensure a credit balance is available for Users to travel through the Mersey Tunnels.

The Account Holder shall make future payments to their Account in advance, by monthly Direct Debit or online top up using a debit or credit card via the Mersey Tunnels website.

Merseytravel accept payment by all major debit or credit cards (excluding AMEX)

In the event a payment is unsuccessful, the Account will not be credited, this may result in the Account having insufficient funds. It is the Account Holder's responsibility to ensure payments are successfully processed.

If there are insufficient funds to cover the toll fee the Account will cease to work at the toll barrier until funds are added. It is the User's responsibility to ensure the Account has the required funds available to operate the Toll Barrier. If insufficient credit is available, the toll fee will need to be made by alternative payment method such as cash or by debit or credit card.

5. Resident Concession

Under the terms of the agreement, if you are a resident of the Liverpool City Region, an Account Holder has the right to make an Application for the Resident Concession to be applied to a User of the Account

To be eligible for the Resident Concession, the Account Holder must be able to provide evidence that a User meets the following criteria:

The User must be registered as living in a property in one of the districts of the Liverpool City Region; and

- (a) The vehicle used must be registered in one of the districts of the Liverpool City Region
- (b) The vehicle / VRM must be classified as class 1 as defined by our Vehicle Classification process (see section 2 General Conditions)

The Resident Concession is only available for personal use. Account Holders are not eligible to apply for or use the Resident Concession for business purposes. Personal accounts are restricted to a maximum of 4 Users.

Misuse of the concession may lead to prosecution.

The Resident Concession is provided at our sole discretion and we reserve the right to withdraw this concession at any time.

By applying for the Resident Concession, you confirm that the information that you provide is true and to the best of your knowledge. If this information changes, for any reason, you must notify us immediately.

Please be advised that we may use agencies to verify and confirm your identity and residence.

6. Changes

Merseytravel may, at any time, make minor changes (unlikely to affect your use of them) to the Account or Toll barrier and these terms in order to;

- (a) to reflect changes in the law or regulatory requirements; and
- (b) to implement minor technical adjustments and improvements (for example to address a security issue)

Merseytravel may, at any time, make more significant changes to the Account, Toll barrier and these terms, if we do so we will notify you and you may then contact us to end the contract before these changes take effect and receive a refund of any monies paid.

7. Default

In the unlikely event that there is any defect in any aspect of service provided under this agreement;

- (a) Please contact us and tell us as soon as reasonable possible; and
- (b) Please give us reasonable opportunity to repair or fix any defect

We will use every effort to repair or fix the defect as soon as is reasonably practicable, and in any event, within 7 days.

You will not have to pay Merseytravel to repair or fix the defect under this clause, unless, arising from a breach of this agreement on the part of the Account Holder or User(s) or a failure in accordance with the general conditions.

If you have any questions or complaints please contact us, you can do so by telephone to our Customer Service team on 0151 330 1004 or by email to tflow@liverpoolcityregion-ca.gov.uk or in writing by post to Merseytravel, PO Box 1976, Liverpool, L69 3HN.

As a consumer, you have legal rights in relation to this agreement where it is not carried out with any reasonable skill and care, or if the materials Merseytravel use are faulty. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office. Nothing in these terms will affect those legal rights.

8. Liability

Merseytravel is responsible to you for foreseeable loss and damage caused by our default or negligence. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable skill and care, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen, or, if at the time the contract was made, both we and you knew it might happen.

Merseytravel does not exclude, or limit in any way, our liability to you where it might be unlawful to do so. This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the scheme within the Consumer Rights Act 2015.

Merseytravel is responsible for making good any damage to your property directly caused by us under this agreement which arises from our default or negligence; however, Merseytravel accepts no liability for any loss or damage to property

howsoever arising unless the loss or damage is caused directly by the default or negligence of Merseytravel.

Merseytravel accepts no liability for business losses and we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or any indirect or consequential loss arising from this agreement.

Merseytravel accepts no liability for losses arising from incorrectly entered VRM.

9. Terminating or ending this agreement

You may contact us at any time to end the contract or close your Account, but in some circumstances, we may charge you certain sums for doing so.

You have the legal right to end the contract immediately as above, the contract will not end until 28 days after the day which you contact us requesting to leave the T-FLOW scheme. We will refund any payments you have made to your Account.

If you are ending the agreement for a reason set out below, the agreement will end immediately, and we will refund you in full for any balance outstanding on your Account;

- (a) We have told you about an upcoming change to the service or these terms which you do not agree to;
- (b) We have told you about an error or price and you do not wish to proceed;
- (c) There are significant delays because of events outside of our control; or
- (d) We suspend services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days;

Merseytravel may end the agreement at any time by writing to you if;

- (i) If you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services or
- (ii) We discover the Account is being misused in contravention to the terms of this agreement
- (iii) Any other material breach of the terms of this agreement

We may stop providing the service at any time. We will write to you to let you know that we are going to stop providing the service, at least 14 days in advance of stopping the services and will refund any sums you have paid into your Account

10. Assignment

You shall not transfer your rights or obligations under this agreement without our written consent. We may not agree to this, and in most cases, we are unable to transfer or assign the Account to another person or third party.

We may transfer our rights and obligations to another organisation if required (such as a requirement due to change in law or governance) however, we will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement

11. Waiver

Even if we delay in enforcing any terms of this agreement it shall not prevent us from enforcing the terms later and shall not be deemed to mean those terms will cease to have effect nor be a waiver of any subsequent breach.

12. Data Protection

Merseytravel is committed to processing your personal information in a clear and transparent way. Merseytravel shall at all times comply with the Data Protection Act 2018 and any other relevant legislation in relation to the use of personal data. The Fair Processing Notice in respect of the scheme details how your data is handled and can be found using the link below

<https://www.merseytravel.gov.uk/about/fair-processing-notice/>

13. Force Majeure

Merseytravel shall not be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond Merseytravel's reasonable control

14. Severability

Each of the paragraphs within this agreement operates separately. If any part of this agreement is or becomes illegal void or invalid that shall not affect the other provisions of this agreement which shall remain in full force and effect.

15. Third Party Rights

This agreement is between you and Merseytravel. Nothing in this agreement shall allow any other person or third party any benefit of any kind or any right to enforce the terms of this agreement.

16. Law

Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.