

MERSEY TUNNELS CONCESSIONARY TRAVEL SCHEME T-FLOW TERMS OF AGREEMENT

<p>1. DEFINITIONS</p> <p>'T-FLOW' The video tolling scheme used to administer Mersey Tunnels Concessionary Travel Scheme.</p> <p>'Account Holder' means the holder of the Concessionary T-FLOW Account.</p> <p>'Application' means the formal application for membership to the Mersey Tunnels Concessionary Travel T-FLOW scheme, completed by you or completed on your behalf.</p> <p>'Account' means the account set up for the operation of your Mersey Tunnels T-FLOW Concession</p> <p>VRN means the Vehicle Registration Number assigned to your T-Flow Account</p> <p>'Merseytravel' means Merseytravel (the operators of the Mersey Tunnels) of No 1 Mann Island Liverpool L3 1BP as well as its employees, agents subcontractors and assignees</p> <p>'Toll Barrier' means the Mersey Tunnels toll barrier operating at the Birkenhead and Wallasey Toll plazas</p> <p>'User' means the user/VRN of the T-Flow concessionary Account</p> <p>Vehicle Classification – means the toll class charged for the vehicle, classified by weight, size and number of vehicles</p> <p>SORN means Statutory Off-Road Notification with DVLA</p> <p>2. GENERAL CONDITIONS</p> <p>(a) This Agreement should be read in conjunction with the information contained within the Mersey Tunnels T-FLOW Concessionary travel Application pack.</p> <p>(b) This agreement together with the Application, shall form a binding legal agreement between you and Merseytravel which shall take effect upon receipt of your Application by Merseytravel and creation of your T-FLOW Account.</p> <p>(c) 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, by email.</p> <p>(d) Merseytravel shall use its reasonable endeavours to process your Application request within 30 days of receipt of the completed Application and supporting documentation into our office</p> <p>It is the Account Holder's responsibility to register the correct VRN on the Account and notify Merseytravel immediately if they sell that vehicle or it is stolen.</p> <p>For foreign vehicle licence plates the Account Holder must provide Merseytravel with the correct VRN and country code, failure to do so may result in passage being refused.</p> <p>Upon registering the vehicle to the Account the VRN will be checked against DVLA open source data to establish the vehicle classification. In doing so you confirm the information as true to the best of your knowledge</p> <p>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 it as SORN you may do so online via our website www.merseytunnels.co.uk or by phoning the customer service team on 0151 330 1004 or by email tflow@liverpoolcityregion-ca.gov.uk the VRN will then be blocked to prevent any unauthorised usage.</p> <p>A VRN can be linked to only one T-FLOW Account. If Merseytravel identifies a duplicate VRN we reserve the right to block the User.</p> <p>Merseytravel reserve the right to refuse travel on an incorrect, blocked or duplicate VRN and the appropriate toll fee will need to be paid by other means such as cash or debit/credit card.</p> <p>(e) It is the User's responsibility to ensure that they do not proceed through the Toll Barrier on another vehicles toll payment.</p> <p>(f) The User shall ensure that the T-FLOW concession is not used fraudulently or illegally, or for any fraudulent or illegal purposes.</p> <p>(g) The concession can only be used in the vehicle VRN registered / nominated on the Application form (should you wish to change the vehicle you must inform us in writing or by email to tflow@liverpoolcityregion-ca.gov.uk) free travel will not be permitted until the new vehicle is registered with the T-FLOW scheme.</p> <p>(h) You must travel through an attended toll lane and present your ID pass to the Merseytravel Customer Service Officer to activate the free journey. If an automatic lane is used the concession will not work and you must pay the full correct toll</p> <p>(i) The concession must only be used by the concession holder.</p> <p>(j) You must present your photo Id card and show this to the Customer Service Officer, you must also show your Disabled Persons (Blue) Parking Badge to Merseytravel staff if they ask to see this.</p> <p>(k) The concession is valid only for class 1 Vehicle Classification and is not valid for vehicles being used for conveyance of passengers or goods for hire or reward.</p> <p>(l) On the first day of April each year your T-FLOW Account will automatically be credited with the correct number of free journeys to which you are entitled, on the last day of March each year any remaining balance of journeys will be removed from your Account and the correct allocation added.</p> <p>(m) The concession is valid for class 1 journeys only, concession holders travelling any in other vehicle class will be required to pay the appropriate cash toll. Vehicles towing a trailer or Caravan must pay the class 2 toll.</p> <p>3. MERSEYTRAVELS OBLIGATIONS</p> <p>(a) Merseytravel will endeavour to create an Account within 30 days of receiving your completed Application and supporting documentation into our office. In processing your Application and administering your Account Merseytravel will take all reasonable measures to ensure the services are carried out with reasonable skill and care.</p> <p>(b) There may be occasions that we have to suspend your Account;</p> <p>(i) deal with technical problems or make minor technical changes</p> <p>(ii) update the product to reflect changes in relevant laws and regulatory requirements</p> <p>(iii) renew your concession or register a new vehicle VRN to the Account</p> <p>(iv) comply with any legal requirements placed upon Merseytravel.</p> <p>4. PAYMENT</p> <p>(a) The Account Holder can make payments to their Account by Direct Debit or online top-up using a debit/credit card via the Mersey Tunnels website for any addition to the concessionary journeys</p> <p>(b) We accept payment with all major debit/credit Cards (excluding Amex).</p> <p>(c) In the event a payment is unsuccessful, your T-FLOW Account will not be topped up which may result in your Account having insufficient funds. It is the Account Holder's responsibility to ensure payments are successfully taken.</p> <p>(d) If there is insufficient funds or no free concessionary passages remaining your Account will cease to work at the Toll barrier until funds are added. It is the User's responsibility to ensure your Account has the required funds or free passage balance available to operate the Toll barrier. If the T-FLOW balance is of credit is exhausted alternative payment will be required. Up to date passage balances can be checked online at www.merseytunnels.co.uk</p> <p>5. CHANGES</p> <p>(a) Merseytravel may at any time make minor changes (unlikely to affect your use of the concession</p> <p>(i) to reflect changes in the law or regulatory requirements; and</p> <p>(ii) to implement minor technical adjustments and improvements (for example to address a security issue).</p> <p>(b) Merseytravel may at any time make more significant changes to the Account, Toll barrier and these terms, but if we do so we will notify you and you may then contact us to end the contract if you wish before the changes take effect and receive a refund of any credit that you may have added to your Account.</p>	<p>6. DEFAULT</p> <p>(a) In the unlikely event that there is any defect with any aspect of the service provided under this Agreement:</p> <p>(i) please contact us and tell us as soon as reasonably possible;</p> <p>(ii) please give us a reasonable opportunity to fix any issue.</p> <p>(b) If you have any questions or complaints about the Mersey Tunnels Concessionary travel T-FLOW scheme please contact us. You can telephone our customer service team at 0151 330 1004 or write to us at Merseytravel, PO Box 1976, Liverpool, L69 3HN or email tflow@liverpoolcityregion-ca.gov.uk</p> <p>(c) As a consumer, you have legal rights in relation to this agreement where service is not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.</p> <p>7. LIABILITY</p> <p>(a) 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 care and skill, 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.</p> <p>(b) Merseytravel does not exclude or limit in any way our liability to you where it would 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 service as detailed within the Consumer Rights Act 2015.</p> <p>(c) 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 from the use of the T-FLOW concession Account unless the loss or damage is caused by the default of negligence of Merseytravel.</p> <p>(d) Merseytravel accepts no liability for losses arising from incorrectly entered VRN.</p> <p>8. TERMINATING OR ENDING THIS AGREEMENT</p> <p>(a) You may contact us at any time to end the contract with us for the T-FLOW scheme and to close your Account, but in some circumstances we may charge you certain sums for doing so, as described below</p> <p>(b) 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 monetary balance on your Account (excluding free concessionary journeys which will be cancelled upon termination) . The reasons are:</p> <p>(i) we have told you about an upcoming change to the services or these terms which you do not agree to;</p> <p>(ii) there may be significant delays because of events outside our control;</p> <p>(iii) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 7 days; or</p> <p>(iv) you have a legal right to end the contract because of something we have done wrong</p> <p>(c) Unless you have a right to end the contract immediately as above, the contract will not end until 28 days after the day on which you contact us. We will refund any payments you have made to your T-FLOW Account</p> <p>(d) Merseytravel may end the agreement at any time by writing to you if:</p> <p>(i) 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</p> <p>(ii) we discover the concessionary Account is being misused in contravention of the terms of this agreement; or</p> <p>(iii) any other material breach of the terms of this agreement.</p> <p>(e) We may stop providing the T-Flow Scheme at any time. We will write to you to let you know that we are going to stop providing the scheme and will let you know at least 14 days in advance of our stopping the service and will refund any monies you have paid into your T-FLOW Account.</p> <p>9. ASSIGNMENT</p> <p>You shall not transfer your rights or obligations under this agreement without our written consent. We are unable to transfer or assign the concession 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 a 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 the agreement.</p> <p>10. WAIVER</p> <p>Even if we delay in enforcing any terms of this agreement it shall not prevent us from enforcing the terms at a later time and shall not be deemed to mean those terms will cease to have effect nor be a waiver of any subsequent breach.</p> <p>11. DATA PROTECTION</p> <p>(a) Merseytravel shall use the personal information you provide us to:</p> <p>(i) to create and administer the T-Flow account for your concessionary travel through Mersey Tunnels</p> <p>(ii) to process any monetary payments on to your T-FLOW concessionary Account</p> <p>(iii) if you agreed to this in your Application, to give you information about other products and services we may provide, but you may stop this at any time by contacting us.</p> <p>(b) Merseytravel shall duly observe all their obligations under the Data Protection Act 1998 and GDPR regulations which arise in connection with the agreement and will not disclose your information to third parties without your consent, other than partners for the purpose of administering the scheme unless we are required by law to do so.</p> <p>(c) Merseytravel is committed to processing your personal information in a clear and transparent way. The Fair Processing Notice in respect of the scheme details how your data is handled can be found using the link below https://www.merseytravel.gov.uk/about/fair-processing-notice/</p> <p>12. FORCE MAJEURE</p> <p>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.</p> <p>13. SEVERABILITY</p> <p>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.</p> <p>14. THIRD PARTY RIGHTS</p> <p>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.</p> <p>15. LAW</p> <p>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.</p>
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