1. LIABILITY

(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 any loss or damage that you suffer. Any liability of Merseytravel that arises under these Terms and any liability of Merseytravel to you for damage to Fast Tag, which arises under the terms of this Agreement, is limited to a maximum of £100,000. However, Merseytravel accepts no liability for any loss or damage to property howeversoever arising from the use of the Fast Tag unless the loss or damage is caused by the default of negligence of Merseytravel.

(b) Merseytravel accepts no liability for any loss to your property directly caused by us under this Agreement, unless arising from a breach of the clauses of this Agreement on the part of Merseytravel.

(c) 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.

2. GENERAL CONDITIONS

(a) This Agreement shall be read in conjunction with the information contained within the Fast Tag Application pack.

(b) This Agreement together with the Application shall form a binding legal Agreement between you and Merseytravel whereupon the effects upon you and Merseytravel by the Application to Merseytravel.

(c) Merseytravel reserves the right to refuse any incomplete Application or an Application if a Fast Tag is unavailable for dispatch in accordance with Clause 2(l). If we are unable to accept your Application, we will inform you of this in writing and refund any payments that have been paid in advance.

(d) Merseytravel shall use its all reasonable endeavours to dispatch a Fast Tag within 30 days of the receipt of an Application.

(e) It is the User’s responsibility to ensure that they do not proceed through the Toll Barrier on any vehicles toll payment.

(f) It is the Account Holder’s responsibility to ensure their Account has adequate funds in the account to operate the Fast Tag system at the Toll Barrier.

(g) The Fast Tag shall at all times belong to the property of Merseytravel and must be returned upon request. The User shall not sell, tamper with or willfully damage the Fast Tag.

(h) Merseytravel will charge a reasonable fee for any damaged, deleted or un-used Fast Tag.

(i) Any images of the Fast Tag we may provide for illustrative purposes only. Although we have made every effort to display the device accurately, Fast Tags may vary slightly from those images. This is because the device is manufactured by a third party.

(j) It is the Users responsibility to ensure that the tag is fitted correctly. In line with the fitting instructions provided within the enclosed manual after the manufacture by Merseytravel.

(k) You may make payment arrangements with another person or third party.

(l) (i) deal with technical changes;

(ii) update the product to reflect changes in relevant laws and regulatory requirements and/or comply with any technical improvements (for example to address a safety or security issue).

(iii) We will contact you in advance to tell you we will be suspending supply of the product, unless the problem cannot be resolved. You may contact us to suspend the contract if we suspend it, or tell us we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance.

3. MERSEYTRAVEL OBLIGATIONS

(a) Merseytravel will create an Account and issue the Fast Tag within 5 days of accepting your Application. In processing your Application and operating the User Merseytravel will take all reasonable measures to ensure the services are carried out with reasonable skill and care.

(b) There may be occasions that we have to suspend your Account or Fast Tag to:

(i) deal with technical changes;

(ii) update the product to reflect changes in relevant laws and regulatory requirements and/or comply with any technical improvements (for example to address a safety or security issue).

(c) If a request is made by Merseytravel to return the Fast Tag or you wish to leave the scheme and the Fast Tag is not in its original condition, you will have to return the Fast Tag to a reasonable charge to the cover the cost of the Fast Tag until it is returned to us.

(d) Merseytravel may end the Agreement at any time by written notice to you.

(e) If you do not, within a reasonable time of us asking you to do so, copy with any complaint you may have about our service, we may end the Agreement and we shall not be liable to compensate you for any loss.

4. PAYMENTS

(a) Upon commencement of this Agreement by the Account Holder shall pay an initial payment to ensure that the Account has a credit balance when the Merseytravel toll barrier.

(b) The Account Holder agrees to make payments by Direct Debit or online via the Mersey Tunnels website.

(c) In the event a payment is unsuccessful, your Account will not be topped up which may result in your Account having insufficient funds. It is the Account Holders responsibility to ensure payments are made.

(d) If there are insufficient funds in your Account your Fast Tag will cease to work at the Toll Barrier.

5. RESIDENT CONCESSION

Under this Agreement, if you are a resident of the Liverpool City Region, you have the right to make an application for the Merseytravel concession to be applied to your Fast Tag Account. To be eligible for this concession you must meet the following criteria:

You must be registered as living in a property in one of the districts of the Liverpool City Region
(a) the vehicle in which the Tag is used must be registered in one of the districts of the Liverpool City Region;

(b) the vehicle must be a Class 1 vehicle as defined by our vehicle classification process;

(c) The Account Holder is only available for personal use. Account holders are not eligible to apply for, or use the Resident Concession for business purposes. Misuse of the concession may lead to prosecution.

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

By applying for the Resident Concession, you confirm that the information you have provided is true and correct 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

(a) Merseytravel may at any time make minor changes (unlikely to affect your use of them) to the Fast Tag, Account, Toll Barrier and these terms.

(b) Merseytravel may at any time make more significant changes to the Fast Tag, Account, Toll Barrier and these terms, but if we do so we will notify you in writing and then you have six months to end the contract before the changes take effect and receive a refund from your Account.

7. DEFAULT

(a) In the unlikely event that there is any defect with the Fast Tag, Account or any of the aspects provided under this Agreement:

(i) please contact us and tell us as soon as reasonably possible;

(ii) give us a reasonable opportunity to repair or fix any defect;

(iii) you will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within seven days.

(b) You will not have to pay for Merseytravel to repair or fix a defect with the Account or Fast Tag under this clause, unless arising from a breach of the clauses of this Agreement on the part of the Account Holder or of the Fast Tag contract failure to fit the Fast Tag accurately in accordance with Clause 2(i).

(c) If you have any questions or complaints about the Fast Tag 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 tag@merseytravel.gov.uk.

(d) As a consumer, you have legal rights in relation to this Agreement which are not carried out with reasonable skill and care, or if the materials Merseytravel use are faulty or not as described. 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.