

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 Emovis shall have no liability for any breach of this Agreement by HBC. These terms and conditions 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 Agreement.
- 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 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 our customer services team on 01928 878878. The criteria 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.

| MERSEYFLOW VEHICLE PLAN | SECTIONS OF THESE TERMS AND CONDITIONS WHICH APPLY TO ME | | | | | |
|--|--|--------------------------------|----------------------------------|---|--|--|
| | General Terms (Section 2) | Video Vehicle Plan (Section 3) | Sticker Vehicle Plan (Section 4) | Local User Discount Scheme Vehicle Plan (Section 5) | Frequent User Discount Scheme Vehicle Plan (Section 6) | Blue Badge or Emergency Service Vehicle Plan (Section 7) |
| Video Vehicle Plan | ✓ | ✓ | | | | |
| Sticker Vehicle Plan | ✓ | | ✓ | | | |
| Local User Discount Scheme Vehicle Plan | ✓ | | ✓ | ✓ | | |
| Frequent User Discount Scheme Vehicle Plan | ✓ | | ✓ | | ✓ | |
| Blue Badge or Emergency Service Vehicle Plan | ✓ | | ✓ | | | ✓ |

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.

Video Vehicle Plan

If you have a vehicle which is not registered for a Sticker, only Section 2 (General Terms) and Section 3 (Video Vehicle Plan 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) and Section 4 (Sticker Vehicle 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), Section 4 (Sticker Vehicle Plan Terms) and Section 5 (Local User Discount Scheme (LUDS) Vehicle Plan Terms) will apply to that vehicle.

For the avoidance of doubt, clauses 4.1 and 4.2 shall not apply to a vehicle which is registered for the Local User Discount Scheme Vehicle Plan.

Frequent User Discount Scheme Vehicle Plan

If you have a vehicle which is registered for the Frequent User Discount Scheme (FUDS) Vehicle Plan, Section 2 (General Terms), Section 4 (Sticker Vehicle Plan Terms) and Section 6 (Frequent User Discount Scheme (FUDS) Vehicle Plan Terms) will apply to that vehicle.

For the avoidance of doubt, clauses 4.1 and 4.2 shall not apply to a vehicle which is registered for the Frequent User Discount Scheme (FUDS) Vehicle Plan.

Blue Badge or Emergency Service Vehicle Plan

If you have a vehicle which is registered for a Blue Badge or Emergency Service Vehicle Plan, Section 2 (General Terms), Section 4 (Sticker Vehicle Plan Terms) and Section 7 (Blue Badge or Emergency Service Terms) will apply to that vehicle.

For the avoidance of doubt, clauses 4.1 and 4.2 shall not apply to a vehicle which is registered for a Blue Badge or Emergency Service Vehicle Plan.

1.6 What Discounts am I eligible for?

Users who open an Account 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 team on 01928 878878 or visit our Walk-In Centre to find out what discount you are entitled to receive under your Account.

What fees are payable under my Account?

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

| ACCOUNT / PLAN UNDER MERSEYFLOW SCHEME | FEES PER VEHICLE (INCL. INACTIVE ACCOUNTS) |
|--|---|
| Video vehicle | £5 (one off payment) |
| Sticker registered vehicle | £5 (one off payment) |
| Vehicle registered for the LUDS | £12 (registration fee) £12 (manual renewal) or £10 (automatic renewal) |
| Vehicle registered for the FUDS | £5 (one off payment) |
| Vehicle registered for a Blue Badge or Emergency Service | £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

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 contract 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 to our customer services team on 01928 878878, by post to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327), or by attending 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 provide all relevant information to a customer services 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 card this may delay your Account being opened or vehicle being registered as payment requires clearance prior to accepting an application. Until such time that the Account is open and active, 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 and/or 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 Account and/or Vehicle Plan.

2.2.3 By applying, you confirm that all information you give to us is true and correct to the best of your knowledge. You also confirm that you are the Registered Keeper 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 at www.merseyflow.co.uk or in the Account and/or Vehicle Registration Application Form, this must be in line with your VSC vehicle(s)' information. You must also declare the make and model of the vehicle in line with the vehicle VSC 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 and/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(s) 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 service 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 letter (whichever is the earlier); or
- 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.
- 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 of 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:
 - 2.4.1.1 telephone to our customer services team on 01928 878878;
 - 2.4.1.2 writing to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327);
 - 2.4.1.3 attending our Walk-In Centre; or
 - 2.4.1.4 using the cancellation form which you can find on the website at www.merseyflow.co.uk or in your welcome letter, which was sent together with the confirmation that your Account has been opened and/or vehicle registered successfully under clause 2.3.1.
 - 2.4.2 If your Account has been opened as a condition of a Penalty Charge Notice being cancelled, then the Account cannot be closed or any credit balance withdrawn within 12 months of opening the Account.
 - 2.4.3 If you cancel within the Cancellation Period:
 - 2.4.3.1 we will not charge you for cancelling this Agreement, the Account and/or a Vehicle Plan;
 - 2.4.3.2 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 specific 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
 - 2.4.3.3 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.
 - 2.4.4 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 amount due, you **must** tell us immediately if any vehicle registered to your Account is destroyed, sold, lost or stolen by telephone to our customer services team on 01928 878878 or by attending the Walk-In Centre. You must 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 to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327) or via the website at www.merseyflow.co.uk).
 - 2.6.2 If you do not notify DVLA or us that a vehicle registered to an 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.
 - 2.6.3 If you have recently changed your address or are planning to move address soon, you must tell the DVLA – or you may face a fine. Update the DVLA at <https://www.gov.uk/change-address-v5c>
- 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, your payment must clear prior to your application being accepted.
 - 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 subsequently, do not pay the Tolls by an alternative method when there is insufficient money in your Account to cover any tolls due, 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 £75 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 suspended 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, to put your Account in credit) is received by midnight the Day following the date on which the Account Balance became negative. You can re-activate 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, to put your Account in credit. If your Account fell into a state of negative balance prior to suspension, the negative balance amount will be automatically deducted from the payment you make, which may take your new balance immediately below the Minimum Balance Threshold. Any payments made to re-activate your Account, do not cover any Crossings which occurred whilst your Account was suspended and should be paid for separately.
- 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 the 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 you have provided with a link to your Account Balance Statement unless all the vehicles registered to your Account are registered to the Blue Badge or Emergency Services 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 not 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 Plan(s) 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 DVLA and 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 and: (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. Where in our reasonable opinion we consider there has been fraudulent or illegal use we reserve the right (in our sole discretion) 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. In such case, 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 Subject to clause 2.4.2, 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 24 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 and where we are unable to refund any credit balances to you in accordance with clause 2.11.6 above, we shall debit the credit balances of any Accounts.

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, or a pandemic then: the performance of this Agreement could 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: Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327). 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 have registered for that Plan no longer meets the eligibility criteria,
your vehicle will automatically revert to a Sticker Vehicle Plan (if you already have a Sticker), or a Video 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 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.
 - 2.17.4 We may use a credit reference agency to confirm the address of any person who has failed to adhere to the requirement to pay the required Toll or to verify eligibility for LUDS.
- 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 subcontractors) 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 2.18.4, 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 2.18.2, our entire liability under this Agreement will be limited to an amount equal to £25,000.
 - 2.18.5 Subject to clause 2.18.2, 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 services team on 01928 878878, at the Walk-In Centre 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 Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327). 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 Order for Merseyflow. The Accounts and Vehicle Plans are operated on behalf of HBC by Emovis as HBC's agent. Emovis is a company with company number 06652372, registered in England and Wales, with registered office at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327).
- 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 customer service representative 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 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 Vehicle Plan, which can be done at the same time as an application for a new Account or at any time during which you have an Account. The following Video Plan Terms will apply to your application for the Video Vehicle Plan.

3.2 Video Vehicle Plan Registration and Replacement Fee

- 3.2.1 Your application to have a vehicle registered for the Video Vehicle Plan will only be accepted after you have paid into your Account the fee of £5.00 (and such payment has been received in cleared funds).
- 3.2.2 Subject to clause 2.4.2, 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 Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327), or by using the cancellation form which you can find at the website at www.merseyflow.co.uk or in your welcome letter which was sent together with the confirmation that your Account has been opened and/or vehicle registered successfully under clause 2.3.1.

3.3 If you cancel within the Cancellation Period:

- 3.3.1 we will not charge you for cancelling this Agreement or 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 £20.00 and the 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 fee and minimum start up balance will not apply if the vehicle is registered for the LUDS Vehicle Plan. The FUDS Vehicle Plan the Blue Badge or Emergency Service 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 the vehicle(s) registered for the Sticker Vehicle Plan. 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.

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 reasonable 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 LUDS, Vehicle Plan or FUDS, Vehicle Plan or the Blue Badge or Emergency Services Vehicle Plan;
 - 4.5.4.2 your vehicle will be registered for the Video 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 any fees which you have paid to us for registration.

4.6 Property

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

5 Local User Discount Scheme (LUDS) Vehicle Plan Terms

5.1 General

- 5.1.1 The LUDS Vehicle Plan allows eligible Halton residents (see clause 5.2 below) to make unlimited free Personal Crossings.
- 5.1.2 Only Personal Crossings are covered by the LUDS Vehicle Plan, each and every Business Crossing must be declared and paid for separately at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.
- 5.1.3 Under this Agreement you have the right to make an application for a vehicle or vehicles to be registered for the LUDS Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for the LUDS Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. LUDS Vehicle Plan Terms will apply to your application for and registration of a vehicle for the LUDS Vehicle Plan.

5.2 Eligibility

- 5.2.1 A vehicle is eligible to be registered for the LUDS 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 definition's 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 HBC, to be included in the LUDS 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 free Personal Crossings under the LUDS.
 - 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 LUDS Vehicle Plan; and
 - 5.2.1.4 the vehicle is registered to an Account.
- 5.2.2 Vehicles used for both business and personal use are able to be registered for a LUDS Vehicle Plan for Personal Crossings only (provided that the eligibility criteria set out in clause 5.2.1 is satisfied); however, the registered keeper of the vehicle must:
 - 5.2.2.1 on registration and each subsequent annual renewal, inform us of the relevant business activity that the vehicle is used for by:
 - 5.2.2.1.1 telephone to our customer services team on 01928 878878; or
 - 5.2.2.1.2 post to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327); or
 - 5.2.2.1.3 attending our Walk-In Centre; and
 - 5.2.2.2 declare each and every Business Crossing and pay for each Business Crossing at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.

5.3 LUDS Vehicle Plan Registration

- 5.3.1 To register for the LUDS Vehicle Plan you must pay the registration fee of £12.

- 5.3.2 To register for the LUDS Vehicle Plan you must provide the evidence necessary (as required pursuant to clause 5.2 above) to establish that a vehicle is eligible to be registered for the LUDS Vehicle Plan by either:
 - 5.3.2.1 bringing all necessary evidence to a customer services representative at the Walk-In Centre; or
 - 5.3.2.2 sending copies of the necessary evidence to us by post to Emovis Operations Mersey Ltd, 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327); or
 - 5.3.2.3 uploading scanned copies of the necessary evidence via the website at <https://www.merseyflow.co.uk/>.
- 5.3.3 If copies of the necessary evidence are provided, we reserve the right to require you to provide the original documents at any time.
- 5.3.4 Details of the documents which can be provided to evidence a vehicle's eligibility to be registered for the LUDS Vehicle Plan are set out in the Account/Vehicle Registration Application Form.
- 5.3.5 On registration, you must provide your contact details (including email, mobile number and landline (if applicable)), by one of the methods referred to in clauses 5.3.2.1 - 5.3.2.3 above. By providing your contact details to us, you agree that we can contact you using the information provided.
- 5.3.6 The vehicle will be registered for the LUDS 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 registration fee of £12 has been received in cleared funds.
- 5.3.7 LUDS Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for the LUDS Vehicle Plan. These Crossings will be charged:
 - 5.3.7.1 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
 - 5.3.7.2 if you do not have an Account with us, the full Tolls without any Discount.
- 5.4 Annual Renewal**
 - 5.4.1 Where you have successfully opened a LUDS Vehicle Plan prior to 1 April 2025 and have not opted in for automatic renewal, clauses 5.4.2 to 5.4.8 shall apply.
 - 5.4.2 It will be your responsibility to manually renew the LUDS Vehicle Plan on each anniversary of the LUDS Start Date, save where we have terminated the LUDS Vehicle Plan in accordance with the provisions of this Agreement.
 - 5.4.3 No later than 30 Days prior to each renewal, you will be responsible for paying the Annual Manual Registration Fee which shall be set at the higher rate of £12. You will be responsible for ensuring that the Annual Manual Registration Fee has been received in cleared funds no later than 30 Days before the renewal.
 - 5.4.4 For the purposes of clause 5.4.3, we will send payment instructions to your preferred method of contact stipulated in your LUDS Vehicle Plan application form.
 - 5.4.5 Until such time that the Annual Manual Registration Fee has been received in cleared funds, all Tolls incurred following the anniversary of the LUDS Start Date must be paid in full at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.
 - 5.4.6 You may be requested to provide up to date evidence that any vehicle registered to your Account, which is registered for the LUDS Vehicle Plan is still eligible for the LUDS Vehicle Plan. If such evidence is required, you will be asked to provide it within 30 Days of a request.
 - 5.4.7 If you fail to provide up-to-date evidence or pay the Annual Manual Registration Fee, the vehicle will no longer be registered for the LUDS 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.
 - 5.4.8 Where you wish to opt in for automatic renewal, you must provide notice by:
 - 5.4.8.1.1 telephone to our customer services team on 01928 878878; or
 - 5.4.8.1.2 post to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327); or
 - 5.4.8.1.3 attending our Walk-In Centre, where instructions will be provided in relation to the requirements for automatic renewal, including setting up auto payment.
 - 5.4.9 Where you have:
 - 5.4.9.1 successfully opened a LUDS Vehicle Plan prior to 1 April 2025 and have opted in for automatic renewal; or
 - 5.4.9.2 successfully opened a LUDS Vehicle Plan on or after 1 April 2025, clauses 5.4.10 to 5.4.15 shall apply.
 - 5.4.10 The LUDS Vehicle Plan will automatically renew on each anniversary of the LUDS Start Date, save where we have terminated the LUDS Vehicle Plan in accordance with the provisions of this Agreement.
 - 5.4.11 To ensure that the LUDS Vehicle Plan will automatically renew on each anniversary of the LUDS Start Date, auto payment will need to be set up.
 - 5.4.12 You may be requested to provide up to date evidence that any vehicle registered to your Account, which is registered for the LUDS Vehicle Plan is still eligible for the LUDS Vehicle Plan. If such evidence is required, you will be asked to provide it within 30 Days of a request.
 - 5.4.13 It will be your responsibility to opt-out of the renewal by providing at least 60 Days' prior notice by:
 - 5.4.13.1.1 telephone to our customer services team on 01928 878878; or
 - 5.4.13.1.2 post to Emovis Operations Mersey Ltd at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327); or
 - 5.4.13.1.3 attending our Walk-In Centre.
 - 5.4.14 Following receipt of the notice referred to in clause 5.4.13 above, your LUDS Vehicle Plan will terminate on the anniversary of the LUDS Start Date, or you may manually renew your LUDS Vehicle Plan by paying the Annual Manual Registration Fee at the higher rate of £12.
 - 5.4.15 If you fail to provide up-to-date evidence or the auto payment request has been declined, the vehicle will no longer be registered for the LUDS 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 LUDS Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The LUDS 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 LUDS Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, then the LUDS 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 LUDS Vehicle Plan.
- 5.5.4 A vehicle registered for the LUDS Vehicle Plan shall be used in accordance with the fair use guidance issued by Emovis from time to time and available on the website at www.merseyflow.co.uk.
- 5.6 Cancellation**
- 5.6.1 You may cancel the LUDS 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 the LUDS 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 the LUDS Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or LUDS 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 LUDS Vehicle Plan:
- 5.6.4.1 you will no longer be entitled to Discounts associated with the LUDS Vehicle Plan;
 - 5.6.4.2 your vehicle will automatically revert to a 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 Automatic Registration Fee or Annual Manual Registration Fee (as applicable).
- 5.6.5 Your LUDS Vehicle Plan will be cancelled immediately if you are found to be no longer eligible to apply for LUDS.
- 5.6.6 Your LUDS Vehicle Plan may be cancelled should it be found that you have not declared and paid for any Business Crossings
- 5.7 Fair Use**
- 5.7.1 The LUDS allows eligible Halton residents (see clause 5.2 above) to make unlimited free Personal Crossings (and not Business Crossings) across the Mersey Gateway Bridge and Silver Jubilee Bridge. If you have undertaken more than 900 Crossings in a year, or in our reasonable opinion we consider that you have undertaken Business Crossings, we will contact you in writing setting out the necessary details and within 30 Days you shall:
- 5.7.1.1 provide evidence that any such Crossings are Personal Crossings; or
 - 5.7.1.2 accept that any such Crossings are Business Crossings and pay for such Business Crossings at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan, by one of the methods referred to in clause 5.7.3.1 below; and
 - 5.7.1.3 sign a letter acknowledging and confirming your understanding of when and how to pay for Business Crossings.
- 5.7.2 We are entitled to invite you, and you shall attend an appointment at the Walk-In Centre, if in our reasonable opinion we consider that you have undertaken Business Crossings and have not paid for such Business Crossings.
- 5.7.3 Following our review of the evidence provided pursuant to clause 5.7.1.1 above and your attendance at the Walk-In Centre (if applicable), we shall contact you in writing with our findings. If we conclude that all or a proportion of Crossings undertaken are Business Crossings, you shall:
- 5.7.3.1 pay for such Business Crossings at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan, within a 10 Day timescale as set out in our communication with you by:
 - 5.7.3.1.1 calling our customer services team on 01928 878878; or
 - 5.7.3.1.2 attending the Walk-In Centre 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); and
 - 5.7.3.2 agree to submit personal statements every 3 months to the address set out in our communication, outlining the proportion of journeys which are Personal Crossings and Business Crossings.
- 5.7.4 If you fail to provide the documentation required pursuant to clause 5.7.1 above, or the documentation provided does not meet the requirements of clause 5.7.1 above, we will be entitled to infer from the Crossings data available, a proportion of Crossings which are Business Crossings. Following such inference, we shall write to you with our findings. Those journeys which we consider to be Business Crossings must be paid for within 10 Days of such communication, at the rates and according to the terms and conditions which apply to vehicles registered for the Sticker Vehicle Plan.
- 6 Frequent User Discount Scheme (FUDS) 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 FUDS Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for the FUDS Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These FUDS Vehicle Plan Terms will apply to your application for and registration of a vehicle for the FUDS Vehicle Plan.
- 6.2 Eligibility**
- 6.2.1 A vehicle is eligible to be registered for the FUDS 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 FUDS Vehicle Plan; and
 - 6.2.1.3 the vehicle will be registered to an Account.
- 6.3 Frequent User Discount Scheme (FUDS) Vehicle Plan Registration**
- 6.3.1 Your application to have a vehicle registered for the FUDS 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 FUDS Vehicle Plan.

- 6.3.2 The vehicle will be registered for the FUDS 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 FUDS Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for the FUDS 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 FUDS 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 FUDS Vehicle Plan 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 Account.

6.5 **Use of a Sticker**

- 6.5.1 All vehicles registered for the FUDS Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The FUDS 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 FUDS Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, then the FUDS Vehicle Plan will not apply to that Crossing.

6.6 **Cancellation**

- 6.6.1 You may cancel the FUDS 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 the FUDS 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 the FUDS Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or the FUDS 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 FUDS Vehicle Plan:
 - 6.6.4.1 you will no longer be entitled to Discounts associated with the FUDS Vehicle Plan;
 - 6.6.4.2 your vehicle will automatically revert to 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 any other fees.

7 **Blue Badge or Emergency Service 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 a Blue Badge or the Emergency Service Vehicle Plan if the vehicle is eligible for such plan. You may apply for a vehicle or vehicles to be registered for a Blue Badge or the Emergency Service Vehicle Plan at the same time as your application for a new Account or at any time during which you have an Account. These Blue Badge or Emergency Service Terms will apply to your application for and registration of a vehicle for a Blue Badge or Emergency Service Vehicle Plan.
- 7.1.2 An individual will not be eligible to register a vehicle for a Blue Badge Vehicle Plan if they already have a different vehicle on a LUDS Vehicle Plan.

7.2 **Eligibility**

- 7.2.1 A vehicle is eligible to be registered for a Blue Badge or Emergency Service 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 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 Blue Badge holder passenger vehicle per organisation for a Blue Badge Vehicle Plan. 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.

7.3 **Blue Badge or Emergency Service Vehicle Registration Plan**

- 7.3.1 You must provide the evidence necessary to establish that a vehicle is eligible to be registered for a Blue Badge or Emergency Service 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 a Blue Badge or Emergency Service Vehicle Plan are set out in the Account/Vehicle Registration Application Form.

- 7.3.4 Your application to have a vehicle registered for a Blue Badge or Emergency Service 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).
- 7.3.5 The vehicle will be registered for a Blue Badge or Emergency Service Vehicle Plan from the date you receive confirmation from us in accordance with clause 2.3 of this Agreement ("**BB/ES 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 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 benefits associated with Blue Badge or the Emergency Service Vehicle Plan will not apply to any Crossings made in the vehicle prior to confirmation of registration for a Blue Badge or Emergency Service Vehicle Plan.
- 7.4 Renewal**
- 7.4.1 Every year, or at your 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 Vehicle Plan is still eligible for a Blue Badge or Emergency Service Vehicle Plan. If such evidence is required you will be asked to provide it not later than 30 Days prior to the anniversary of your Plan 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 a Blue Badge or Emergency Service 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 a Blue Badge or Emergency Service Vehicle Plan must have a Sticker correctly positioned behind the windshield of the vehicle when making a Crossing. The Blue Badge or Emergency Service 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 a Blue Badge or Emergency Services Vehicle Plan , or where a registered vehicle makes a Crossing other than for the purpose of transporting a person who has a Blue Badge, the applicable Sticker Vehicle Plan rate will be payable.
- 7.5.3 You agree that if you make a Crossing using a vehicle other than one registered for a Blue Badge or Emergency Service Vehicle Plan, or using a registered vehicle with another Sticker or no Sticker at all, the Blue Badge or Emergency Service 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 Blue Badge or Emergency Service 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 Blue Badge or Emergency Service 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 Blue Badge or Emergency Service Vehicle Plan because of a change, deletion or addition we have made to this Agreement and/or Blue Badge or Emergency Service 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 Blue Badge or Emergency Services Vehicle Plan:
- 7.6.4.1 you will no longer be entitled to Discounts associated with a Blue Badge or Emergency Service Vehicle Plan;
 - 7.6.4.2 your vehicle will be registered for a 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 any fees which you have paid to us for registration (and continued registration) to a Blue Badge or Emergency Service 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/or Vehicle Plan together with the Privacy Policy;

"Annual Automatic Registration Fee" the non-refundable sum of + to be paid each year by you in order for a vehicle to be, and remain, admitted onto the LUDS;

"Annual Manual Registration Fee" the non-refundable sum of £12 to be paid each year by you in order for a vehicle to be, and remain, admitted onto the LUDS;

"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;

"BB/ES Start Date" has the meaning given in clause 7.3.5;

"Blue Badge or Emergency Service Vehicle Plan" under which Blue Badge holders, emergency service and agricultural tractors are entitled to unlimited free Crossings subject to payment of a fee and the vehicle satisfying the eligibility criteria;

"Business Crossing" a Crossing which is not made for social, domestic, pleasure or Commuting Purposes;

"Cancellation Period" has the meaning given in clause 2.4.1;

"Charging Orders" The A533 (Mersey Gateway Bridge) and the A557 (Silver Jubilee Bridge) Road User Charging Scheme Order 2020;

"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 Class M1(a) and Class M1(b); and motor vehicles with at least four wheels used for the carriage of goods falling within classifications Class N1(a) and Class 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 a unladen mass exceeding 550kg or an engine with power exceeding 15kW;

"Commuting Purposes" means a Crossing for the sole purpose of travelling to or from a place of work or study, which of itself is not a business activity;

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

"Day(s)" calendar day(s) unless specified otherwise;

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

"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;

"FUDS", 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;

"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 fees, minimum top up amounts and the first Annual Automatic Registration Fee or Annual Manual Registration Fee (as applicable) 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);

"Law" means any law applicable in England and shall include common law, statute, statutory instrument, proclamation, by law, directive, decision, regulation, rule, order, notice, rule of court, instrument, or delegated or subordinate legislation, together with any applicable guidance, direction or determination with which we are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to them and any applicable judgement of a relevant court of law which is binding in England and Wales;

"Local User Discount Scheme (LUDS)" means the toll fare discount scheme to be made available to local users, under which residents using registered vehicles are permitted to unlimited free Crossings subject to the payment of an Annual Automatic Registration Fee or Annual Manual Registration Fee (as applicable), the vehicle satisfying the eligibility criteria and users complying with the fair use obligations set out in clause 5.7;

"LUDS Start Date" has the meaning given in clause 5.3.6;

"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 4.4.3;

"month" means 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, 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 2.12.1;

"Penalty Charge" the charge payable by the user under a Penalty Charge Notice;

"Personal Crossings" a Crossing which is made for social, domestic, pleasure or Commuting Purposes;

"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;

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

"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 (as the context requires) Vehicles Plans set out in this Agreement which are: the Video Account, Sticker Account, LUDS , FUDS, Blue Badge or Emergency Service Vehicle Plans; and
"Walk-In Centre" the retail point located at 9 Howard Court, Manor Park Avenue, Manor Park, Runcorn, WA7 1SJ (PO Box 327) or some other location in the borough of Halton area at which you can open an Account or make payment.