



## Terms and Conditions

**Last modified 14<sup>th</sup> August 2017**

Membership of the Park & Share/ Park & Cycle scheme ("the Scheme") allows you to select a suitable place to park your car ("the Location") and continue your journey either in the vehicle of a car-share partner or by bicycle. Each Location is owned or occupied by a third party which has agreed to participate in the scheme ("the Location Operator").

The Scheme is operated by us, Herefordshire Council ("the Council"). By applying for membership of the Scheme, you (the "User") signify that you have read, understand and agree to be bound by these terms of and conditions of use ("the Agreement").

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of this Agreement at any time without notice. If we do this, we will indicate at the top of this page the date these terms were last revised. Your continued use of the Location after any such changes constitutes your acceptance of the amended Agreement.

### **1. Membership**

1. All members of the Scheme are subject to the following provisions:

- (i) All users completing the application form must provide us with current, complete and accurate information. We have the right to refuse to grant you membership at our sole discretion. Registration is necessary for all members whether applying to Park & Share or Park & Cycle. There is a separate application form for each scheme. Park & Share requires that both parties to the car share apply together for a shared car park space.

- (ii) You consent to the information provided by yourself being stored by the Council and passed to the relevant Location Operator following successful application for membership. This is for the reasons of security and if we need to contact you in case of emergency or other unforeseen problem.
- (iii) You are responsible for informing the Council of any changes to the information supplied by completing a Change of Details form. In the case of changes to vehicle details, notification of the change is required at least one week prior to the vehicle being parked at the Location.
- (iv) Membership is non-transferable. Your Park & Share/ Park & Cycle pass may not be transferred to or shared with any other party and remains the property of the Council. You agree to notify us immediately if your pass has been lost or stolen. Your pass must be clearly visible when leaving your car at the Location.
- (v) Your membership of the Scheme is linked to the Location. You may not use your pass to park in other Scheme locations.
- (vi) You are required to abide by any conditions of use and site restrictions that may be specified by the Location owner or occupier, whether listed on site or given verbally at the Location. In addition, members must drive and park with due care at the Location and conduct themselves in an appropriate and courteous manner towards Location staff, visitors and customers.
- (vii) You may cancel your membership of the Scheme at any time by writing to us at the address below, and enclosing your Scheme pass. In the case of Park & Share, both parties to the Agreement must confirm cancellation of their membership.

## **2. Locations**

- (i) Users are advised that no checks whatsoever are made of locations and that they should satisfy themselves with regard to the condition, suitability and acceptability of their specified Location, prior to applying for membership.
- (ii) Vehicles are left at the Location wholly at the owner's risk. Neither the Council nor the owners or occupiers of the Location can accept

any liability for loss from or damage to any vehicle parked under the Scheme.

- (iii) The Council offers the use of spaces as available at the time. Location operators may withdraw from the Scheme at any time, in which case the termination provisions of Clauses 3.1(iv) and 3.2 shall apply.
- (iv) Users may not attempt to gain unauthorized access to, or otherwise tamper with, the Location.

## **2. Persons under 18 years of age**

Person under 18 years of age may not be a member of the Scheme.

## **3. Termination**

3.1 The Council may terminate the Agreement with immediate effect if:

- (i) You breach its terms, or;
- (ii) The Council is unable to verify or authenticate any information you provide in your application for membership of the Scheme, or if such information is inaccurate, or;
- (iii) The Council decides, in its sole discretion (but acting reasonably), that you have abandoned your membership of the Scheme, or;
- (iv) If the owner or occupier of your specified Location withdraws from the Scheme. In such circumstances the Council will endeavour to suggest an alternative location but it cannot guarantee that a suitable replacement will be available, or;
- (v) The Council, discontinues the Scheme

3.2 The Council shall not be liable to you or any third party for any consequences, financial or otherwise, arising from termination of the Agreement.

3.3 You may terminate the Agreement at any time in accordance with clause 1(vii) above.

#### **4. No representation or warranties**

Your use of the Location is entirely at your own risk. The Location is provided on an "as is, as available" basis. No warranties, express or implied, including but not limited to those of merchantability, noninfringement, or fitness for a particular purpose, are made with respect to the Location.

#### **5. Limited liability**

In no event shall the Council its licensors or suppliers be liable to you or any third party for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Location including but not limited to, damages for loss of profits, however caused.

#### **6. Indemnity**

You agree to indemnify the Council and hold the company, its parents, subsidiaries, officers and employees, harmless from any claims and expenses, including legal fees related to:

- (i) Your use of the Location
- (ii) Any breach of this Agreement
- (iii) Breach of any warranty or representation.

#### **8. Data Protection and Privacy**

8.1 The Council is the Data Controller of the information it holds about you. If you wish to amend this information or have any concerns regarding it please contact the Council's Data Protection Officer at [AccessToInformation@herefordshire.gov.uk](mailto:AccessToInformation@herefordshire.gov.uk).

8.2 The Council will comply with the Data Protection Act 1998. We will use any personal information you provide us with only for the purposes for which you provide it. We will only hold your information for as long as necessary for

these purposes and will not pass it to any third parties without your consent (other than Location operators as per clause 1(ii) above). The Council employees who have access to your personal data and are associated with the handling of that data, are obliged to respect the confidentiality of your personal data. The Council employees referred to in this clause shall be restricted to those involved in the administration and running of the Scheme.

8.3 On payment of a fee you are entitled to receive a copy of the information we hold about you. Further details may be obtained from Mr P. Martens, Committee Manager, Democratic Services, Town Hall, St. Owen's Street, Hereford, HR1 2PJ.

#### **9. Entire agreement and general terms.**

This agreement is governed in all respects by English law and the courts of England shall have jurisdiction. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The Council's failure to act with respect to a breach by you does not waive the Council's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns. The Council shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond its reasonable control. Any notice required or permitted to be given to you under this agreement shall be delivered by electronic mail to the email address provided by you during registration. This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.