

Terms and Conditions for St Johns Autopay

Autopay Services

Through the Site, St Johns offers Autopay at St Johns Shopping Centre, Liverpool (“Autopay”). Please check the Site for details about availability of Autopay.

Registration

You are required to create a Registered Account via the Site before using certain features of the Autopay Services. You must also complete the online registration form via the Site to use the Autopay Services. To use the Autopay Services, you must be 18 years of age or older and hold a valid driving license in the UK. St Johns reserves the right to deny any Autopay registration in its absolute discretion. Any failure to comply with these Autopay Terms will automatically render your registration void.

It is not possible to redeem any other parking offer while parking using the Autopay service.

Using Your Autopay with Automatic Number Plate Recognition (“ANPR”)

Any Autopay user who enters the St Johns car park using number plate recognition must exit via the same method. St Johns accepts no liability for any loss you may suffer as a result of your inability to redeem any parking offer.

Entry to and use of Autopay Services at St Johns

Your entry to and use of the Autopay Services at the St Johns car park remains subject to the St Johns Terms and Conditions and displayed in the car park offices.

Prices

The Autopay Services entitle the registered user to park at the St Johns car park at capped tariffs. Tariffs are listed here:

- St Johns: <https://stjohns-shopping.co.uk/parking/>

Any change in Autopay tariffs will be communicated to you via the email address

associated with your Registered Account. Please ensure that your Registered Account details are accurate at all times in order to receive such communications.

Each time the registered vehicle enters and exits the car park, the tariff will be charged to the registered payment card. Payments will show as being processed by Infrared UK Retail General Partners Limited for and on behalf of Infrared UK Retail General Partners Limited Partnership. In the event that a parking charge to your current payment card is declined, you agree to allow St Johns to settle your outstanding parking charge to your new payment card registered for use with the Autopay Service.

St Johns reserves the right to suspend your ability to use the Autopay Service until any such outstanding balance due is settled on your new payment card.

Autopay is not valid in conjunction with any other offer

If you enter the car park in a vehicle registered for Autopay, you will be charged the appropriate Autopay fee upon exit.

Modification

Like the Terms and Conditions, we may modify the Autopay Terms at any time without notice. You should review the Autopay Terms regularly. Your continued access or use of the Autopay Services constitutes your express consent to any modified Autopay Terms.

General

Waiver. No delay or omission by St Johns or you in exercising any right under these Autopay Terms will operate as a waiver of that or any other right.

Severability. If a particular term or condition of these Autopay Terms is

unenforceable, invalid or void, that term or condition shall be deemed servable and not affect the validity and enforceability of any remaining terms or conditions.

Liability. Nothing in these Autopay Terms will affect your statutory rights. To the fullest extent possible, St Johns excludes all liability arising out of your use of the Autopay Services or your use of the Site. Notwithstanding the foregoing, we do not disclaim liability for death or injury caused by our direct negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by English law.

Enforcement. Enforcement of these Autopay Terms is solely at our discretion. St Johns does not lose the right to enforce these Autopay Terms should St Johns choose not to enforce them in some circumstances.

Exclusions. The express provisions of these Autopay Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

Applicable Law. You agree that these Autopay Terms are governed by and interpreted in accordance with the laws of England and any disputes will be decided only by English courts.

Questions? Concerns? Please contact us at stjohns@apex-parking.co.uk to ask any questions about the Autopay Terms or your Autopay registration. These Autopay Terms were last modified in May 2022 and are effective immediately.