

## **Terms and Conditions for Subscription Parking Service**

Last updated: September 2024

### **1. Introduction**

These Terms and Conditions ("Terms") govern the use of the Autopay Parking Service ("Service"), provided by St Johns ("we," "us," "our"). The Service allows users ("you," "your") to park in the Prince St Johns Shopping Centre Car Park, Liverpool, and automatically pay parking charges using a registered bank card.

By registering for and using the Service, you agree to comply with these Terms.

### **2. Registration**

2.1 Eligibility: To use the Service, you must be at least 18 years old and have a valid payment card.

2.2 Account Setup: You must register for the Service by providing a valid payment card and any other required information, such as your vehicle's registration number.

2.3 Vehicle Registration: You are responsible for ensuring that the correct vehicle registration is associated with your account. Any discrepancies may result in parking charges being unpaid or incorrectly charged.

2.4 Payment Authorisation: By registering for the Service, you authorise us to charge your payment card for any parking fees incurred when you use the Service, including any payments that may have been missed at the point of exiting the car park for any reason.

### **3. Use of the Service**

3.1 Participating Car Parks: St Johns Shopping Centre Car Park, Liverpool.

3.2 Entry and Exit: When entering and exiting the car park, the Service will automatically detect your vehicle and process the applicable parking charges to your registered payment card. You do not need to take a parking ticket.

3.3 Automatic Payment: Charges will be calculated based on the time spent in the car park and deducted from your registered payment card automatically upon exit.

### **4. Parking Charges**

4.1 Fees: Parking fees are based on the tariffs displayed at the point of registering and subscribing and as advertised at each participating car park. Charges will apply according to the duration of your stay and any applicable discounts or promotions. The tariffs are subject to change at our sole discretion, however, we will always inform you of such changes, providing enough notice to ensure you are able to cancel your subscription if you no longer wish to use it.

4.2 Failure of Autopay: If for any reason the Service is unable to automatically process your payment, you are responsible for ensuring that payment is made before leaving the car park.

4.3 Use of Autopay: Autopay is not valid in conjunction with any other offer.

## **5. Payment and Billing**

5.1 Payment Processing: All payments will be processed automatically using your registered payment card. If your payment card is declined, we will notify you, and you will be required to provide alternative payment before you can use the Service again. Payments will show up on your bank account as 'Precise Retail Nominee'.

5.2 Receipts: You will receive an email receipt for each transaction processed by the Service. These receipts will also be available to download from your account.

5.3 Card Updates: You must ensure that your payment card details are kept up-to-date. If your card expires or becomes invalid, you must update your payment information promptly to avoid disruption to the Service.

## **6. User Responsibilities**

6.1 Accuracy of Information: You are responsible for ensuring that the information provided during registration (e.g., vehicle registration number, payment details) is accurate and up-to-date.

6.2 Compliance with Parking Rules: You must comply with all applicable parking terms and conditions displayed at the car park.

6.3 Liability for Fees: You are responsible for all parking fees incurred by vehicles registered to your account.

## **7. Cancellations and Termination**

7.1 Cancellation by You: You may cancel your subscription at any time by logging into your account and following the cancellation instructions. Your cancellation will take effect immediately, any outstanding charges will be collected and no further charges will be applied.

7.2 Suspension or Termination by Us: We reserve the right to suspend or terminate your use of the Service at our discretion if you breach these Terms, fail to make payment, or misuse the Service in any way.

7.3 Outstanding Payments: Upon termination of your account, you are responsible for settling any outstanding payments due for parking fees incurred before termination.

## **8. Liability and Disclaimers**

8.1 Service Availability: While we strive to ensure that the Service is available at all times, we do not guarantee uninterrupted or error-free operation. We are not liable for any loss or inconvenience caused by temporary interruptions to the Service.

8.2 Errors in Charges: If you believe that an error has occurred in relation to any parking charges, you must notify us within 30 days of the transaction. We will investigate and rectify any confirmed errors.

8.3 Limitation of Liability: To the maximum extent permitted by law, we will not be liable for any indirect, incidental, or consequential damages arising from your use of the Service, including but not limited to lost profits, business interruption, or loss of data.

## **9. Privacy and Data Protection**

9.1 Personal Information: By using the Service, you agree that we may collect and use your personal information, including your vehicle registration and payment details, in accordance with our Privacy Policy.

9.2 Data Sharing: We may share your data with third-party service providers for the purposes of processing payments and operating the Service. We will not share your personal information with third parties for marketing purposes without your consent.

## **10. Changes to the Terms**

10.1 We reserve the right to modify these Terms at any time. Any changes will be posted on our website or app, and you will be notified via email or other communication methods. Continued use of the Service after such changes will constitute acceptance of the updated Terms.

## **11. Governing Law**

11.1 These Terms are governed by and construed in accordance with the laws of United Kingdom.

## **12. General**

12.1 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.

12.2 Severability. If a particular term or condition of these Autopay Terms is unenforceable, invalid or void, that term or condition shall be deemed severable and not affect the validity and enforceability of any remaining terms or conditions.

12.3 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.

12.4 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.

12.5 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.

12.6 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

## **13. Contact Us**

13.1 If you have any questions or concerns about these Terms or the Service, please contact us at:

[stjohns@apex-parking.co.uk](mailto:stjohns@apex-parking.co.uk)

For more information relating to the service please visit [www.stjohns-shopping.co.uk/parking/](http://www.stjohns-shopping.co.uk/parking/)