

Customer accounts Terms and Conditions

May 2015

These Terms and Conditions will form the basis of the contract between us in relation to use of your customer account and so contain important information. You agree to these Terms and Conditions by booking for parking and/or related services at one of our car parks (except as stated in condition 1(b)) or when you request the creation of a customer account with us online or by telephone. Please read all of these Terms and Conditions carefully. We recommend that you retain a copy of these Terms and Conditions in a safe place. By creating your customer account as described in condition 1, you agree to be bound by these Terms and Conditions and in particular those matters for which we do not accept responsibility.

We are always happy to assist where we can, and to take on board any comments which you might have. If you have a general comment or query, please contact our Customer Contact Centre on 0131 297 0777 or by emailing customerservice@premiairparkingedinburgh.co.uk.

1. Application of these Terms and Conditions

a. These Terms and Conditions apply to all customer accounts created with us. Save as referred to in condition 1(b), you create a customer account with us by booking for parking and/or related services at a Car Park (as defined below) through www.premiairparkingedinburgh.co.uk, our corporate partners and affiliates (such as our travel agent partners) or their websites, and all bookings for parking and related services made by telephone through our Customer Centre on 0131 297 0007.

b. You will not always be required to create a customer account with us if you book parking and/or related services at a Car Park (as defined below) through one of our corporate partners or affiliates (such as our travel agent partners) or their websites. Examples of this include where the booking is made through a sales log-in facility operated by the corporate partner or affiliate or through certain award programme log-ins.

c. You may also request the creation of a customer account with us through www.premiairparkingedinburgh.co.uk or by telephone through our Customer Contact Centre on 0131 297 0777.

2. Definitions

In these Terms and Conditions:

PremiAir Parking Edinburgh, we, us and our shall be a reference to PPE and each other operating company in the PPE group of companies;

you, your and customer means the person for whom the relevant Customer Account is opened;

Account Number means the unique number assigned by us to each Customer Account;

Car Park means any parking facility owned, managed and/or operated by us provided for the parking of vehicles;

Customer Account means the unique account with us containing your personal details for the purposes of enabling you to buy Products;

Customer Information has the meaning given in condition 14(a);

Member Benefits means the discounted Products and other benefits which we notify to PPE Members from time to time and which PPE Members may access through their Customer Account;

PPE Member means any Customer who elects to become a member in accordance with condition 10 and PPE

Membership shall be construed accordingly;

our representative means any of our officers, employees and agents (acting in the course of business and within the scope of their duties towards us);

Pre-book Parking means any parking and/or related services at a Car Park (as defined below) booked through www.premiairparkingedinburgh.co.uk, our corporate partners and affiliates (such as our travel agent partners) or their websites, and all bookings for parking and/or related services made by telephone through our Customer Centre on 0131 297 0007 and to which the pre-booking terms and conditions apply;

Products means such standard price parking products and/or services as we shall determine from time to time which you shall have access to as a Customer Account holder (including Pre-book Parking) and Product means any of those

products;

Season Ticket means any type of permit allowing you to park your vehicle in any car park for a period of time pursuant to the Season Ticket terms and conditions

Variable Data means all data held by us in connection with a Customer Account which is variable in nature (including email address, post code, telephone number, vehicle registration number and credit card or debit card details; and

Website means www.premiairparkingedinburgh.co.uk and all other URLs operated by us.

3. Information about us

Premiair Parking Edinburgh is registered in Scotland under company number sc490826. The registered office is at Gogar Mains House, Gogar Mains Road, Edinburgh, EH12 9BP. This will not affect your rights or obligations under these Terms and Conditions.

4. Purpose of Customer Account

The Customer Account allows you to access and buy Products for you to use. A corporate Customer Account will allow access to Products which can be bought for other persons, but not to obtain Member Benefits.

5. Information required to create your Customer Account

a. To set up a Customer Account, you must provide us with your surname, first name, email address, post code, mobile telephone number, and vehicle registration number. Other non-mandatory information will also be requested.

b. When you set up a Customer Account, you confirm that all information provided by you is true and accurate in all respects and you will inform us as soon as possible of any changes to such information.

6. How the contract is formed between us

a. Online If you request the creation of a customer account with us online, you will be making an "offer" to us to create a customer account. Requesting the creation of a customer account with us does not mean that your request has been accepted. All requests are subject to acceptance by us, and we shall confirm our acceptance to you by advising that your Customer Account has been created and providing you with an Account Number, user name (which will be your e-mail address) and (if you are buying a Product) a password. The contract between us will only be formed when we provide this confirmation and information.

b. By Telephone If you make an enquiry by telephone about creating a customer account with us, we will confirm that we will create a customer account with us by providing you with a proposal which will be us making an "offer" to you. To accept our offer, you will need to confirm to us by telephone that you wish us to create your Customer Account. The contract between us will be formed when we have received your confirmation and the information required to create your customer account. If you are buying a Product, we will then provide you with an Account Number, user name (which will be your e-mail address) and a password.

7. Use of your Customer Account

a. You may change any of the Variable Data (other than your user name) by telephoning our Customer Contact Centre on 0131 297 0777 or by emailing customerservice@premiairparkingedinburgh.co.uk. You may not change the user name for your Customer Account.

b. You agree to ensure that your login details are kept secure and are not disclosed to a third party. If you suspect that someone else has or is using your details, you should change your password immediately.

c. Your Customer Account is personal to you and should not be used or accessed by any other person. Any other person wishing to have access to the benefits of having a customer account with us will be required to set up a customer account in their own name.

d. We may immediately suspend or close your Customer Account if:

d.i. you act in breach of these Terms and Conditions or any terms and conditions relating to a Product;

d.ii. you engage in (or we reasonably suspect you of engaging in) any fraudulent behaviour, theft from or misconduct in connection with us, or our systems and/or car parks;

d.iii. you supply false or misleading information to us; or

d.iv. you are abusive or offensive to any member of our staff.

e. You may also close your Customer Account at any time by telephoning our Customer Contact Centre on 0131 297 0777 or by emailing customerservice@premiairparkingedinburgh.co.uk.

8. Payment methods and receipts

a. We currently accept payment for Products by credit card and debit card. Credit card payments will be subject to a 2.5% credit card surcharge; except as referred to in the terms and conditions for Pre-book Parking, this surcharge is non-refundable. No surcharge applies to debit card payments. We do not normally issue receipts for payment as a matter of course, but we will be happy to provide you with a receipt on request. For Pre-book Parking, your booking confirmation is your receipt for payment.

b. At the time of or at any time after creating your Customer Account, you will be able to save details of your credit card or debit card within your Customer Account. This will allow you the convenience of selecting a previously-used card in order to pay for Products in future. This information will only be used and accessed when you use that credit card or

debit card to pay for another Product.

c. In addition to payment by credit card and debit card, we also allow customers buying a Season Ticket to pay by direct debit, BACS or by cheque. You can obtain further information on this from our Customer Contact Centre on 0131 297 0777.

9. Recognition methods

a. We will determine in our absolute discretion the recognition method to be used (for example, card, magnetic strip, bar code, automatic number plate recognition) in respect of any Product, which method will primarily be dictated by the parking equipment at any specified Car Park.

b. Where the recognition method to be used for a Product is in a physical form (including a card), we will send it to the address registered on your Customer Account by the method selected when choosing the Product but only once we are in receipt of any payment due in respect of that Product. Please note that there may be additional charges if you select a method of delivery other than first or second class post which will be payable prior to sending. If you do not receive your package within a reasonable period, please let us know so that we can investigate the whereabouts and issue a replacement if necessary.

10. Customer support

a. Should you have any questions about these Terms and Conditions or the use of your Customer Account, please see our list of frequently asked questions

b. If you have any other questions or queries that are not covered in our frequently asked questions you can either call our Customer Contact Centre on 0345 050 7080, email us at customer.service@ncp.co.uk, or use our online chat service which is available on the Website.

11. Limitation of liability

We shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from the use or the inability to use or access your Customer Account, or from unauthorised access to or alteration of your Customer Information.

12. Your legal rights

Nothing in these Terms and Conditions shall take away or modify any of your legal rights or entitlements.

13. Use of Customer Information and data protection

a. We will store, process and use all personal information provided by you in connection with your Customer Account (Customer Information) in accordance with the requirements of the Data Protection Act 1998 and our Data Protection Policy. Details of our Data Protection Policy are available here

b. We use Customer Information in the following ways:

b.i. to process bookings and payments, to communicate with you about bookings, Products, Member Benefits and to update our records;

b.ii. to set up and maintain your Customer Account and to recommend Products, Member Benefits that might be of interest to you;

b.iii. to enable third parties to carry out technical, logistical or other functions on our behalf;

b.iv. to provide you with requested information or correspondence, such as a response from us to an enquiry made by you; and

b.v. to send you details of your new, amended or cancelled purchases or bookings - usually via email.

For further details on how we collect and use your information for marketing purposes, please review our Privacy Policy details of which can be found here

a. Your contact details may be used to supply information to you by telephone, email or post, about us and to send you occasional marketing material, such as information about Products, Member Benefits or other special offers which we think you might find valuable.

To unsubscribe at any time, please email us at customerservice@premiarparkingedinburgh.co.uk with your surname and first name and your email address.

a. All Customer Information we collect is important to us and we would not want to share this with anyone else. Unless we have your express consent, we will never disclose, rent, trade or sell your personal data to any third parties for their marketing or mailing purposes.

a. If PPE is sold or its business is transferred to another company, we may transfer all of our rights and obligations under these Terms and Conditions without any further notification to you and may disclose or transfer all Customer Information we hold about you to a prospective or new owner. Such disclosure shall not alter your rights in respect of the use that can be made of such Customer Information by such other company.

14. Entire agreement

THIS SECTION WILL NOT APPLY IF YOU ARE CONTRACTING AS A CONSUMER

a. These Terms and Conditions (and any document expressly referred to in them) constitute the entire understanding

between us in relation to their subject matter.

b. We each acknowledge and agree that, in entering into our contract, neither of us has relied on any warranty or representation given by the other or implied from anything said or written in negotiations between us prior to entering into our contract except as expressly set out in these Terms and Conditions.

15. Variation of Terms and Conditions

a. We reserve the right to amend these Terms and Conditions at any time. We will send you a copy of the amended Terms and Conditions by e-mail in advance. By continuing to access and use your Customer Account, you will be taken to agree to the amended Terms and Conditions.

b. Nothing said or done by any of our representatives is capable of varying these Terms and Conditions.

c. We reserve the right to withdraw the right to create customer accounts at any time.

16. Waiver

a. If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under our contract or any of these Terms and Conditions, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations.

b. A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

17. Severance

If any of these Terms and Conditions (or any provision of our contract) is found by a competent authority to be invalid, unenforceable or illegal, such term shall, to the extent that it is unenforceable, invalid or unlawful, be severed from the remaining terms and conditions, which shall continue to be valid to the fullest extent permitted by law.

18. Communications

Applicable laws require that certain communications or information we send to you should be in writing. By providing us with your email address as part of the Customer Account creation process, you agree to this electronic means of communication, and you acknowledge and agree that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing.

You must send any notices required to be given by you in writing and to our registered office address, details of which are set out in condition 3.

19. Transfer of rights and obligations

a. You are not entitled to assign, charge, sub-contract or transfer our contract or any part of it without our prior written consent. We may assign, charge, sub-contract or transfer our contract or any part of it to any person.

b. Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written agreement. Any term of our contract can be varied and our contract can be cancelled or terminated without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

20. Governing law and jurisdiction

These Terms and Conditions are governed by, and shall be construed in accordance with, Scottish law. If you are a consumer, you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of Scotland.