

## Season tickets Terms and Conditions

### May 2015

These Terms and Conditions set out the terms on which we will supply to you a Season Ticket. Please read these Terms and Conditions carefully as they will form the basis of the contract between us. By placing an Order for a Season Ticket, you agree to be bound by these Terms and Conditions. We recommend that you retain a copy of these Terms and Conditions in a safe place, as they are your record of the contract between us. We're 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 department by telephone (0131 297 0777) or by email ([customerservice@premiairparkingedinburgh.co.uk](mailto:customerservice@premiairparkingedinburgh.co.uk)).

The following terms used throughout these Terms and Conditions shall have the following meanings:

Any references to "PPE", "we", "us" and "our" shall be a reference to PremiAir Parking Edinburgh.

"Commencement Date" means a date nominated by you which must be not less than 10 days from the later of (i) the date upon which you place your Order and (ii) the date on which you make your first payment.

"Month" means a 30 day period and "Monthly" shall be construed accordingly.

"Nominated Car Park" means the car park owned, managed or operated by PPE which you notify to us as being the car park in which you intend to use your Season Ticket to park your vehicle.

"Order" means an order for the purchase of a Monthly, Quarterly or Yearly Season Ticket placed by you by submitting an application form by post or via our website or by providing information over the telephone to enable an application form to be completed on your behalf.

"Period" means the Monthly, Quarterly or Yearly period in respect of which you have made payment for your Season Ticket.

"Quarter" means any three Month period and "Quarterly" shall be construed accordingly.

"Season Ticket" means a permit allowing you to park your vehicle in the Nominated Car Park for the required Period.

"Year" means any twelve month period and "Yearly" shall be construed accordingly.

### 2 Information about us

We are registered in Scotland under company number sc490826. Our registered office is at Gogar Mains House, Gogar Mains Road, Edinburgh, EH12 9BP. In certain car parks, we act as agent on behalf of the car park owner, which may be a local authority, corporate entity or other organisation. This will not affect your rights or obligations under these Terms and Conditions.

### 3 Car Parking Terms and Conditions

(a) By using your Season Ticket you are agreeing to be bound by and to comply with the car parking terms and conditions on display at the Nominated Car Park (a copy of which are available from the relevant car park upon request); and

(b) where you are contracting other than as a consumer and are purchasing a Season Ticket for use by your employees, officers, partners or agents, you shall ensure that, prior to their use of the Nominated Car Park, such end users are aware of and have agreed to comply with the car parking terms and conditions on display in the car park and (upon PPE's request), you shall provide us with evidence of such agreement having been procured.

### 4 Your status

By placing an Order, you confirm that:

- (a) You have received all necessary approvals for, and are legally capable of, entering into binding contracts; and
- (b) You are at least 18 years old.

### 5 How the contract is formed between us

(a) Online if you place an Order online, you will be making an "offer" to us to purchase a Season Ticket. After placing your Order, you will receive an email from us acknowledging that we have received your Order. Please note that this does not mean that your Order has been accepted. All Orders are subject to acceptance by us, and we shall confirm our acceptance to you by dispatching your Season Ticket to your address. The contract between us will only be formed when we dispatch your Season Ticket.

(b) By Telephone If you make an enquiry about purchasing a Season Ticket, we will confirm the agreed price by sending you a proposal which will be us making an "offer" to you. To accept our offer, you will need to respond by email or call us so that we can take your payment details. The contract between us will be formed when we have taken your payment details. Your Season Ticket will then be dispatched.

If we are unable to offer you a Season Ticket for your Nominated Car Park, we will contact you to offer a suitable

alternative and/or suggest that we place you on a waiting list for the chosen location, if such a list is available.

(c) In Person if you place an Order with us by completing an application form in the physical presence of one of our sales representatives, you will be making an "offer" to us to purchase a Season Ticket. All Orders are subject to acceptance by us, and we shall confirm our acceptance to you by dispatching your Season Ticket to your address. The contract between us will only be formed when we dispatch your Season Ticket.

## **6 Consumer rights**

If you're contracting as a consumer, you may cancel a contract at any time within seven working days, beginning the day after you received your Season Ticket (provided that you have not used your Season Ticket during this seven day period). If you decide to cancel your contract, you shall receive a full refund of the price paid by you for your Season Ticket. To cancel the contract, you must inform us in writing at Premiair Parking Edinburgh, 49 Eastfield Road, Edinburgh, EH28 8LS and return the Season Ticket to us immediately, in the same condition in which you received it and at your own cost and risk. Please note that this right to a refund does not affect your statutory rights.

## **7 Risk and title**

The Season Ticket will be at your risk from the date of dispatch. We shall retain ownership of the Season Ticket throughout the term of the contract and shall grant you a non-exclusive right for the duration of our contract to use the Season Ticket for the sole purpose of parking your vehicle in the Nominated Car Park. Your Season Ticket is personal to you and is non-transferable.

## **8 Price and payment**

(a) **Price** Please call 0131 297 0777 for up-to-date Season Ticket prices. The price for the Season Tickets shall be inclusive of VAT, where applicable, and any costs associated with delivery of the Season Ticket to your address.

(b) **Increase in prices** We may increase our Season Ticket prices from time to time. We will notify you in writing either by post or email if our prices will increase in respect of the following Period. You can decide whether to allow your contract to renew for a new Period. If you're paying by direct debit and payment in respect of the following Period has already been taken, the price increase will not affect you, unless and until your contract with us renews for a further Period. If payment has not been taken in respect of the following Period you may either:

- (i) give us notice that you wish to cancel your contract in accordance with section 10 of these Terms and Conditions; or
- (ii) do nothing, in which case the payment taken in respect of any subsequent Period will be increased in line with our price increase.

(c) **Payment methods** We currently accept payment by credit card, debit card, direct debit and cheque. Payment for the first Period can be made by credit card, debit card, direct debit or cheque. Payment for any subsequent Period using any payment method other than direct debit may incur a non-refundable administration fee of £5 per payment. In addition, credit card payments may be subject to a non-refundable 2.5% credit card surcharge. For example, if the amount payable (before additional charges) by credit card is £100, the non-refundable credit card charge payable will be £2.63 (2.5% x £105). To avoid any additional fees, we would encourage you to make all payments by direct debit if at all possible. Paying by direct debit ensures that funds are cleared before your next Season Ticket renewal date. If you wish to pay by direct debit you may either:

- (i) Complete the Direct Debit Mandate and send it to Premiair Parking Edinburgh, 49 Eastfield Road, Edinburgh, EH28 8LS; or
- (ii) Call us on 0131 297 0777 to set up a paperless direct debit instruction in accordance with the Paperless Direct Debit Scheme.

If you wish to pay by cheque, we will dispatch to you your Season Ticket only once your cheque has cleared (this normally takes about ten days).

We'll not normally issue receipts for payment as a matter of course (save in respect of your first payment to us where we will provide you with a receipt). We would, of course, be happy to provide you with a receipt on request.

(d) **Payment periods and term** If you wish to purchase a Season Ticket from us one of the following shall apply:

(i) **Contracting as a Consumer** If you are contracting as a consumer, your contract with us will commence on (and your Season Ticket will be activated from) your Commencement Date. Your first payment to us shall be an amount to cover the first Period (whether a Year, Quarter, or Month depending on which option you have selected) and the first Period shall commence on the Commencement Date. Your contract with us will last until the end of such Period and will then renew automatically for further Periods of equivalent length unless and until cancelled by you or us pursuant to section 10 of these Terms and Conditions.

After your first payment, if you wish your contract with us to renew for a further Period, cleared funds will be required 10 days prior to the renewal of your Season Ticket for that further Period (whether a Year, Quarter or Month depending on which option you have selected). If you have chosen to pay by direct debit, this will be automatically deducted from your account on a nominated date (which must be no less than 10 days prior to the renewal of your Season Ticket) unless you have opted to cancel your contract with us in accordance with section 10 of these Terms and Conditions.

(ii) **Contracting other than as a Consumer** If you're not contracting as a consumer, your contract with us will commence

on (and your Season Ticket will be activated from) your Commencement Date.

If you are paying Monthly, your first payment to us shall be an amount pro-rated to cover the period from your Commencement Date to the first day of the subsequent calendar month plus a payment to cover the whole of such subsequent calendar month. Your contract with us will last until the end of such subsequent calendar month and will then renew automatically for further periods of one calendar month unless and until cancelled by you or us pursuant to section 10 of these Terms and Conditions. If you're paying Quarterly and you do not have an existing Quarterly Season Ticket from us, your first payment to us shall be an amount pro-rata to cover the period from your Commencement Date to the first day of the subsequent calendar month plus a payment to cover the whole of the subsequent period of 3 calendar months. Your contract with us will last until the end of such subsequent period of 3 calendar months and will then renew automatically for further periods of 3 calendar months unless and until cancelled by you or us pursuant to section 10 of these Terms and Conditions.

If you're paying Quarterly and you have an existing Quarterly Season Ticket from us, your first payment to us shall be an amount pro-rata to cover the period from your Commencement Date to the date on which your next payment for your existing Quarterly Season Ticket is due plus a payment to cover the whole of the subsequent period of 3 calendar months. Your contract with us will last until the end of such subsequent period of 3 calendar months and will then renew automatically for further periods of 3 calendar months unless and until cancelled by you or us pursuant to section 10 of these Terms and Conditions.

If you are paying Yearly, your first payment to us shall be an amount to cover the period from your Commencement Date to the first day of the subsequent calendar month plus the whole of the Year from the first day of that calendar month. Your contract will last until the end of such Year and will then renew automatically for further periods of one Year unless cancelled by you or us pursuant to section 10 of these Terms and Conditions.

(e) Additional provisions in relation to direct debits If a claim for a direct debit payment fails for any reason, we will not re-present it to your nominated bank or building society. We will contact you to find out whether you would still like to purchase a Season Ticket, or whether we should regard this as a notice of cancellation by you. If you do wish to complete your purchase of a Season Ticket for a Period or further Period, we will require payment of any outstanding sums by an alternative method, such as by BACS or credit/debit card. You will not be permitted to use your Season Ticket until payment has been made. You will be entitled to access your Season Ticket account online at [premiarparkingedinburgh.co.uk](http://premiarparkingedinburgh.co.uk) and make payment via an alternative debit card or credit card.

If your bank or building society makes any error in relation to your direct debit instruction, you may be entitled to a full refund from your bank or building society. If we make an error in relation to your direct debit instruction we will ensure that you are placed in a position as if we had not made that error.

(f) Increase in VAT The rate of Value Added Tax chargeable on your Season Ticket may increase from time to time.

We will notify you in writing either by post or email if the rate of VAT will increase in respect of the following Period. If you are paying by direct debit and payment in respect of the following Period has already been taken, the increase in VAT will not affect you, unless and until your contract with us renews for a further Period. If payment has not been taken in respect of the following Period you may either:

- (i) give us notice in accordance with section 10 of these Terms and Conditions that you wish to cancel your contract; or
- (ii) do nothing, in which case the following Period payment taken will be increased in line with any VAT increase.

## **9 Your Season Ticket**

Please remember that your Season Ticket does not guarantee you a space or confer upon you any element of exclusivity in or over any part of the Nominated Car Park. Once we are in receipt of your first payment for your Season Ticket we will send your Season Ticket to the address you have provided to us using the method selected by you when placing your Order. Please note that there may be additional charges if you select a method of delivery other than first or second class post. We'll require a payment in respect of such charges at the same time as your first payment to us. If you do not receive your Season Ticket within a reasonable period, please let us know so that we can investigate the whereabouts and issue a replacement Season Ticket if necessary.

We will also send to you:

- (i) Our receipted VAT invoice relating to the charge for the Period for which payment has been made; and
- (ii) If you have set up a direct debit with us, a schedule setting out the dates upon which we will be processing your direct debit payments.

Your Season Ticket will permit you to park one vehicle only in the Nominated Car Park at any one time. You must not, at any time, use the Nominated Car Park as a storage facility for your vehicle.

Once your Season Ticket has been used to remove a vehicle from a car park, it cannot be used again to remove a different vehicle, which overlaps any part of the period of parking of the first vehicle. If you do attempt to use your Season Ticket in this manner, or if you are unable to produce your Season Ticket for any reason when exiting a car park, you will be charged at the prevailing daily tariff rate at the relevant car park for the full period of parking of the relevant vehicle. Please note that we reserve the right to review historical usage of your Season Ticket alongside CCTV footage

to determine whether you have misused your Season Ticket and also pursue you for any loss that we have suffered as a result of any such misuse.

Depending upon the type of car park at which you are parking your vehicle, you may need to take another ticket from the machine at the entry/exit point to the car park, to allow you access. You will need to produce this ticket together with your Season Ticket to a car park attendant on exit to avoid having to make any additional payments.

## **10 Cancellation, renewals, refund policy and replacements**

### **(a) Cancellation by you**

(i) Yearly Season Ticket paid in full prior to the commencement of the relevant Period – You cannot cancel the Season Ticket at any time during the initial Period unless (i) we have breached the agreement, (ii) you lose your job, (iii) you are diagnosed with an illness that renders you unable to work or you suffer from a medical condition that affects your ability to drive or, (iv) you move house or change your primary place of work and, as a result, your Nominated Car Park is no longer suitable. You must give us at least 14 days' notice of cancellation and we will require written evidence of your loss of employment, medical condition or new address/work location (whichever is relevant).

For renewal of your ticket, we will send you an invoice approximately 7 weeks before the start of the next Period. Our invoice will notify you that your Season Ticket will automatically renew and that upon renewal you will be liable for the purchase price of a Season Ticket for the next Period. You must therefore notify us at least 28 days before the start of the next Period if you do not want your Season Ticket to automatically renew.

If your Season Ticket automatically renews, you can cancel it at any time during that next Period by providing us with at least 60 days' notice (except where you are only required to give a shorter notice period as set out above). Save as provided in section 10(e) below, we will refund to you an amount equal to the cost of the unused portion of your Season Ticket and such amount will be calculated as at the date of the expiry of the 60 days' notice period.

For example, if your Season Ticket renews on 01 January and you notify us on 01 January that you want to cancel your Season Ticket, your Season Ticket will terminate on 29 February. We will refund you an amount equal to 10/12 of the purchase price of your Season Ticket.

(ii) Quarterly Season Ticket paid for in full prior to the commencement of the relevant Period – You cannot cancel the Season Ticket at any time during the initial Period unless (i) we have breached the agreement, (ii) you lose your job, (iii) you are diagnosed with an illness that renders you unable to work or you suffer from a medical condition that affects your ability to drive or, (iv) you move house or change your primary place of work and, as a result, your Nominated Car Park is no longer suitable. You must give us at least 14 days' notice of cancellation and we will require written evidence of your loss of employment, medical condition or new address/work location (whichever is relevant).

For renewal of your ticket, we will send you an invoice approximately 7 weeks before the start of the next Period. Our invoice will notify you that your Season Ticket will automatically renew and you will be liable to pay for the price of a Season Ticket for the next Period. You must notify us at least 28 days before the start of the next Period if you do not want your Season Ticket to automatically renew.

If your Season Ticket automatically renews, you can cancel it at any time during that next Period by providing us with at least 28 days' notice (except where you are only required to give a shorter notice period as set out above).

(iii) Monthly Season Ticket paid for in full prior to the commencement of the relevant Period – We will send you an invoice at least 21 days before the start of the next Period. Our invoice will notify you that your Season Ticket will automatically renew and you will be liable to pay for the price of a Season Ticket for the next Period. You must notify us at least 14 days before the start of the next Period if you do not want your Season Ticket to automatically renew.

If your Season Ticket automatically renews, you will not be able to cancel it at any point during that subsequent Period and you will continue to be liable for purchase price of that subsequent Season Ticket. You must therefore notify us at least 14 days before the expiry of the then current Period if you do not want your Season Ticket to automatically renew.

(b) **Cancellation by us** If you have purchased a Yearly or Quarterly Season Ticket, we may cancel the contract between us at the end of the then current Period, provided that we notify you no less than 60 days prior to the expiry of that Period.

If you have purchased a Monthly Season Ticket, we may cancel the contract between us at the end of the then current Period, provided that we notify you no less than 14 days prior to the expiry of that Period.

(c) **Cancellation for breach** We may also cancel the contract between us at any time on notice to you if you breach any of these Terms and Conditions or misuse your Season Ticket in any way, such as (for example but without limitation) (i) attempting to extract two vehicles from any one car park on the same Season Ticket, or (ii) transferring or selling your Season Ticket to another person or allowing another person to use your Season Ticket without PPE's written consent.

(d) **Closure of your Nominated Car Park** If your Nominated Car Park closes for any reason and we are unable to offer or you choose not to accept any alternative car park suggested by us, we may cancel the contract between us. In such circumstance we will endeavour to give you 1 months' notice or such notice as we are reasonably able to provide in the circumstance.

(e) **Refunds** Upon receipt of notice from you, together with receipt of your Season Ticket, or notice by us that the

contract between us will be cancelled, we will, unless we cancel the contract as a result of your breach or misuse of your Season Ticket or you or we cancel a Season Ticket which you pay for on a Monthly or Quarterly basis, reimburse you by a payment into the account from which payment for the Season Ticket was originally made or nominated bank account, in respect of any amounts to which you are entitled. We do not issue refunds by cheque. Any amount to be reimbursed will be calculated in accordance with this section 10 and will be based upon the unused portion of the relevant Period from the date upon which a valid notice of termination becomes effective, to the date upon which your Season Ticket expires, or if earlier, the end of the Period for which payment has been made.

For the avoidance of doubt, you will not receive any refund where (i) we cancel the contract as a result of your breach or misuse of your Season Ticket or (ii) where you or we cancel a Season Ticket which you pay for on a Monthly or Quarterly basis or (iii) where, in the case of a Season Ticket which you pay for on a Yearly basis, the unused portion of the then current Yearly Period is less than 90 days.

All refunds shall be accompanied by a receipt and, where you are contracting as a business, will be made to the business rather than the individual contracting on behalf of the business. Refunds will be made back to the account from which payment was made unless we agree otherwise.

(f) **Replacement cards** If your Season Ticket is lost or stolen, then we will issue a replacement provided that you send your request for a replacement to us in writing at Premiair Parking Edinburgh Ltd, 49 Eastfield Road, Edinburgh, EH28 8LS.

We will issue a first replacement Season Ticket free of charge. If your replacement Season Ticket is lost or stolen, we will be entitled to charge a £5 administration fee, which shall be payable to us at the time of the replacement request.

(g) **Defective cards** If your Season Ticket does not work for any reason, for example, where you have misused or failed to take proper care of your Season Ticket, we will send to you a free of charge replacement, provided that you return your defective Season Ticket to us by post at the address detailed above.

We will refund you in full against any charges you have incurred by parking your vehicle in the Nominated Car Park during the period from the date upon which you notify us that your Season Ticket is defective to the date of receipt of a replacement Season Ticket, provided that you provide us with evidence of parking, i.e. valid parking tickets or receipts and you continue to make payments to us when due in accordance with these Terms and Conditions. The limit on our obligation to you in paragraph 11(f) below will not apply to this provision.

## **11 Our liability**

(a) We will use reasonable skill and care in providing you with your Season Ticket and performing our other obligations under our contract. However, our responsibility to you is limited and we will only be responsible to you as set out below. We will have no other obligations to you.

(b) We are responsible for any death or personal injury arising from our, our servants' or our agents' negligence. Nothing in these Terms and Conditions shall exclude that liability.

(c) We shall be responsible for direct loss of or damage to your property which arises as a result of our negligence or dishonesty, or our servants' or agents' negligence or dishonesty.

(d) Where you are contracting as a consumer we can accept no responsibility to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket:

(i) loss which was not foreseeable to you and us when we entered into our contract (even if that loss results from our failure to comply with these Terms and Conditions or our negligence);

(ii) any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether those losses are the direct or indirect result of our default;

(iii) loss which you suffer other than as a result of our failure to comply with these Terms and Conditions or our negligence or breach of statutory duty.

(e) Where you are contracting as a business we can accept no responsibility to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket:

(i) loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arises out of or in connection with the contract, or for any liability incurred by you to any other person for any economic loss, claim for damages or awards howsoever arising.

(f) Except as provided in the last paragraph of section 10 of these Terms and Conditions where no limit on our responsibility will apply, our maximum aggregate responsibility to you arising out of or in connection with our contract or these Terms and Conditions, whether in contract, tort, negligence or otherwise, shall in no event exceed £1000.00 (one thousand pounds).

## **12 Communications**

Applicable laws require that certain communications or information we send to you should be in writing. However, by providing us with your email address as part of your Season Ticket application, you agree to this electronic means of communication and acknowledge 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 ensure that any notifications required to be made by you in accordance with these Terms and Conditions is made in writing. All notices must be sent to our registered office address, details of which are set out in section 2 of these Terms and Conditions.

### **13 Data protection**

Any information you provide to us pursuant to these Terms and Conditions, or the contract between us, shall be processed in accordance with our privacy policy, details of which can be found on our website.

### **14 Waiver**

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.

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

### **15 Severability**

If any of these Terms and Conditions or any provisions of our contract are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term will, to the extent that it is invalid or unlawful, be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.

### **16 Circumstances beyond our reasonable control**

We reserve the right to defer delivery of your Season Ticket, or to cancel the contract between us, if we are prevented from or delayed in the carrying on of our business and our obligations under our contract or these Terms and conditions due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the circumstances beyond our reasonable control continue for a continuous period in excess of 3 months, you shall be entitled to give notice in writing to us to cancel our contract.

### **17 Subtracting, assignment and third party rights**

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, subcontract or transfer the contract or any part of it to any person.

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.

### **18 Entire agreement**

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

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

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

### **19 Law and jurisdiction**

These Terms and Conditions shall be governed by and interpreted in accordance with Scottish law. If you are a consumer, then 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.