



## Booking Terms & Conditions (ParkVia)

### What's in these terms?

These terms are the **Booking T&Cs (ParkVia)**.

If the services that you have booked will be provided by ParkVia directly (instead of by a Third Party Provider), these are the terms that apply to the contract between you and us.

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## 1. Definitions

Capitalised words and phrases in these terms and conditions have the meanings given below:

<b>"Booking Period"</b>	the period during which the Services that you book will be provided, as specified by you when you place your booking and confirmed in your Booking Voucher;
<b>"Booking Voucher"</b>	the voucher that we will send to you to confirm that your booking has been accepted;
<b>"Cancellation Period"</b>	the period notified to you when we issue your booking voucher within which you may cancel your booking and be entitled to a full refund (this usually ends 24 hours prior to the start of your Booking Period but may vary between locations);
<b>"Contract"</b>	the contract between you and us, to which these terms and conditions apply, which is formed when you receive your Booking Voucher;
<b>"Services"</b>	the car parking services or other travel services that you agree to purchase from us (and we agree to supply) when your booking is confirmed; and
<b>"Subcontractors"</b>	the third party organisations that we work with in order to provide our Services.

## 2. These terms and conditions

- 2.1 In these terms and conditions, references to "**we**", "**us**" or "**our**" (etc.) are references to ParkVia, and references to "**you**" are references to the customer that is purchasing Services from us. These are the terms and conditions on which we supply Services to you.
- 2.2 Please read these terms and conditions carefully before you make a booking on our website. These terms and conditions form a Contract between you and us when your booking is confirmed.
- 2.3 There may be additional terms that apply to your use of the Services, which you must comply with. These may be notified to you on the website prior to completing your booking, or they may be on display at the selected location.
- 2.4 We work with a number of Subcontractors in order to provide our Services. In these terms and conditions, where we refer to **our personnel**, this includes our employees and agents, the personnel of our relevant Subcontractors and any other persons we engage to provide the Services.
- 2.5 In some areas you will have different rights under these terms and conditions depending on whether you are a business or consumer. You are a consumer if you are an individual and you make a booking wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 2.6 When we use the words **writing** or **written** in these terms and conditions, this includes emails.

## 3. Who we are and how to contact us

- 3.1 We are ParkVia, a trading name of ParkVia Ltd, a company registered in England and Wales. Our company registration number is 06557569 and our registered office is at 30 Brown Street, Manchester, United Kingdom, M2 1DH (UK). Our registered VAT number is GB983077586.

3.2 You can write to us at the address above or contact our customer service team at [customer.service@parkvia.com](mailto:customer.service@parkvia.com) or using the live chat facility on our website.

3.3 If we need to contact you, we will do so [by telephone or] by writing to you at the email address or postal address you provided to us in your booking.

3.4 It is your responsibility to ensure that the contact details you provide to us are correct. If you provide incorrect details to us, you may miss out on important information from us about your booking, and we will not be responsible for the consequences of you being unable to receive any contact from us.

#### 4. **Our Contract with you**

4.1 When you submit a booking on the website, you make an offer to us to purchase the Services that you have selected. Your booking is not confirmed unless and until you receive a Booking Voucher from us by email. Your Booking Voucher constitutes our acceptance of your offer and, once you receive this, a Contract will be formed between you and us.

4.2 If we are unable to accept your booking, we will inform you of this in writing and we will refund the full cost if you have already paid for the booking. We may be unable to accept your booking due to, for example, lack of availability at your chosen location and time, or an error in the price or description of the Services that you requested.

4.3 After placing a booking on the website, we will give you a booking reference that relates to your booking. This is not the same as your Booking Voucher, and receipt of a booking reference does not mean that your booking has been accepted. It will help us if you can tell us the booking reference whenever you contact us about your booking.

4.4 You can manage your account on our website, and any bookings that you place, via the [My Account](#) page on our website.

#### 5. **Images and descriptions on the website**

5.1 Locations and Services may vary slightly from images or descriptions displayed on the website, for example due to changes in the services provided by our Subcontractors.

5.2 Please ensure that you read all of the information provided on our website concerning the Services that you wish to book. Additional services such as transfers to and/or from a given location may or may not be included in the price stated on our website, and it is your responsibility to confirm this (or to contact us for information) before placing your booking.

#### 6. **Changing your booking**

6.1 You can request to make a change to your booking by [accessing your account](#) on our website. We will let you know if the change is possible. If it is possible, we will let you know about any change to the price of the Services, and anything else you may need to know as a result of your requested change, and ask you to confirm whether you wish to proceed to change your booking.

6.2 Your booking relates to a specific vehicle and registration number only. If you wish to change the vehicle details you must do so prior to the commencement of the Services (you can do this by [accessing your account](#) on our website). If you arrive in a different vehicle to the one you have told us about, you may be refused access to the location where the Services are to be provided and you will not be entitled to a refund.

6.3 We may change your booking and/or the Services:

6.3.1 to reflect changes in relevant laws and regulatory requirements; and/or

6.3.2 to implement minor improvements, for example to address any security concerns. We will use reasonable efforts to ensure that any such changes will not materially affect your use of the Services.

6.4 We may be required to make more significant changes to your booking and/or the Services, including where changes are made to the services provided by our Subcontractors. If we do, we will notify you and you may then contact us to cancel your booking before the changes take effect and receive a refund for any Services paid for but not received.

## 7. **Accessing the Services**

7.1 Your Booking Voucher will contain details of how you can access the Services. This is your proof of booking and you must bring this with you when you arrive, otherwise you may be refused access to the location and/or the Services and you will not be entitled to a refund.

7.2 We will provide the Services, with reasonable care and skill, during the Booking Period only. You may be charged additional fees if you make use of the Services after the end of the Booking Period (such as if your vehicle remains in the car park after the end of the Booking Period).

7.3 You are responsible for arriving at the time stated on your Booking Voucher. Please ensure that you have directions to the location where the Services will be provided, and check your Booking Voucher for any instructions you will need, contact details for the Services you have booked and details of the entry and exit procedures, where applicable.

7.4 If you arrive late for your booking we will use reasonable endeavours to accommodate you where we are able to, however:

7.4.1 we will not provide a refund if you miss your booking or if you arrive late and we are unable to accommodate you at the location at the later time; and

7.4.2 if we are able to accommodate you at the location at the later time, you may be charged an additional administrative fee if our personnel are kept waiting, including but not limited to where they are waiting for you to give them your car keys. This fee may be charged directly by us or by the relevant Subcontractor. You may use the details provided on your booking voucher to contact us or the relevant Subcontractor for further information relating to the specific Services you have booked.

7.5 We will not provide a refund or be liable to you in any way if you suffer any losses or other consequences as a result of missing your booking, arriving late or failing to follow the instructions provided, including if you miss any other bookings, flights or events.

## 8. **Car Parking Services**

### 8.1 Leaving your keys with us

8.1.1 Depending on the Service that you have booked, you may be required to leave your keys with our personnel so that they can operate your vehicle (for example, where your booking includes valet parking services).

8.1.2 You must ensure that your vehicle is in roadworthy condition and complies with all regulatory requirements (including motor insurance, where applicable) before handing over your keys.

8.1.3 We reserve the right to move your vehicle within or outside of the relevant car park where our personnel reasonably consider this necessary for the efficient management of the car parking facilities, including in emergencies and to avoid accidents or obstructions. If our personnel are required at any point to operate your vehicle on public roads or highways, we will ensure that our personnel are fully insured for this purpose.

## 8.2 Your vehicle is assumed to be small or medium sized

- 8.2.1 Not all of our car parking locations can accommodate oversized vehicles, including 4x4 vehicles, vans, campervans, motorhomes and RVs. Unless otherwise specified in your booking voucher or in the car park information provided on our website, all bookings for the Services are valid only for small or medium sized cars.
- 8.2.2 Where we are able to accept bookings for larger vehicles, an additional charge may be payable which will be notified to you before your booking is confirmed.
- 8.2.3 It is your responsibility to select the appropriate vehicle type when making your booking or, if the option you require is not listed on our website, to contact us before placing your booking to confirm whether we are able to accommodate your vehicle and the amount of any additional charge.
- 8.2.4 If you do not select the correct vehicle type for your booking, you may be charged an additional fee for accommodating your vehicle when you arrive at the parking location (this fee may be charged directly by us or by the relevant Subcontractor), or we may be unable to accommodate your vehicle when you arrive at the parking location.
- 8.2.5 We will not provide any refunds for your booking or for any additional fees charged or otherwise be liable to you in any way where you have not selected the correct vehicle type for your booking.

## 9. **Your rights to end the Contract (if you are a consumer only)**

- 9.1 This clause 9 applies only if you are a consumer (please refer to clause 2.5 above).
- 9.2 You can always end your Contract with us up until the end of the Booking Period. Your rights when you end the Contract, such as whether or not you are entitled to a refund, will depend on whether there is anything wrong with the Services provided, and when and why you decide to end the Contract.

### 9.3 Ending the Contract due to a problem with the Services we have provided

If we have not provided the Services with reasonable care and skill, you may contact us to end the Contract and to get some or all of your money back.

### 9.4 Ending the Contract due to something we have done or have told you we are going to do

If you are ending the Contract because:

- 9.4.1 we have told you about a significant upcoming change to the Services, or to these terms and conditions, which you do not agree to (see clause 6.4 above);
- 9.4.2 we have told you about an error in the price or description of the Services you have booked and you do not wish to proceed;
- 9.4.3 there is a risk that the provision of the Services may be significantly delayed because of events outside our control;
- 9.4.4 we notify you that we are unable to provide the Services on the date(s) and time(s) specified in your booking; or
- 9.4.5 you have a legal right to end the Contract because of something we have done wrong,

then you may contact us to end the Contract immediately and we will refund you in full for any Services which have not been provided (you may also be entitled to compensation).

## 10. **Your rights to end the Contract if you change your mind**

- 10.1 This clause 10 applies to all customers, whether you are a consumer or a business.
- 10.2 You may cancel your booking, and end your Contract with us, at any time before the end of the Booking Period.
- 10.3 You will receive a full refund provided that your cancellation is processed before the end of the Cancellation Period.
- 10.4 No refunds will be issued if your cancellation is processed after the end of the Cancellation Period. Please see our Cancellation Policy for further details.
- 10.5 You will not be able to change your mind and cancel your booking once the Services have been provided in full.

## 11. **How to end the Contract**

- 11.1 You can cancel your booking and end the Contract by accessing your account via the [My Account](#) page on our website, or emailing us at [customer.service@parkvia.com](mailto:customer.service@parkvia.com) with your cancellation request.
- 11.2 Please note that cancellation requests will only be processed immediately where these are submitted via your account on our website. We recommend that you do this (instead of emailing us) if it is close to the date of your booking, to ensure that your request can be processed in time to issue you a refund, where applicable.

## 12. **Refunds**

- 12.1 If you are entitled to a refund under these terms and conditions, we will refund the full price that you paid for your booking either by the same method you used for payment (or by bank transfer if that method is unavailable) or through a credit on your account, except that we may make deductions from the refund in accordance with these terms and conditions.
- 12.2 We will process any refunds due to you as soon as possible. If you are due a refund because you have changed your mind and cancelled your booking, we will pay your refund or credit your account within 14 days of your cancellation request being processed, under normal circumstances.

## 13. **Our rights to end the Contract**

- 13.1 We may end our Contract with you at any time by writing to you if:
  - 13.1.1 you do not make any payment to us when it is due (unless otherwise specified, payment is required at the time of placing a booking; refer to clause 14 below for more information);
  - 13.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or
  - 13.1.3 you otherwise breach any important terms of the Contract between us.
- 13.2 If we end the Contract in the situations set out in clause 13.1 above, we will refund any money you have paid in advance for Services that we have not provided, but we may deduct or charge

you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

#### **14. Price and payment**

14.1 The price of the Services (which includes VAT, where applicable, unless otherwise stated) is the price stated on our website when you place your booking, which will be confirmed in your Booking Voucher.

14.2 We accept payment by various methods which you will be able to choose from when you place your booking. You must pay in full when you submit your booking, and your booking will not be accepted unless payment has been made in full at this stage.

14.3 If, for any reason, your Booking Voucher is issued prior to us receiving payment from you in full and cleared funds (for example, if your payment is unsuccessful or recalled), we will issue an invoice to you for the cost of the booking which you must pay immediately. If you fail to do so, we reserve the right to cancel your booking in accordance with clause 13.1.1 above.

#### **14.4 What happens if we got the price wrong**

14.4.1 It is always possible that, despite our best efforts, some of our Services may be incorrectly priced on our website.

14.4.2 We will normally check prices before accepting your booking so that, where the correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount.

14.4.3 If the correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking.

14.4.4 If we accept and process your booking where a pricing error is obvious and unmistakable or could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.

14.5 If you think that the amount you have paid, or have been asked to pay, is wrong, please contact us promptly to let us know.

#### **15. Our responsibility for loss or damage suffered by you**

15.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

15.1.1 death or personal injury caused by our negligence or the negligence of our personnel;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 (if you are a consumer) breach of your legal rights in relation to the Services; and

15.1.4 (if you are a business customer) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

#### **15.2 If you are a consumer:**

15.2.1 if we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen; and

15.2.2 we only provide the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.3 below.

15.3 If you are a business customer:

15.3.1 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded;

15.3.2 subject to clause 15.1 above, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, loss of business opportunity, or any indirect or consequential loss arising under or in connection with any Contract between us; and

15.3.3 subject to clause 15.1 above, our total liability to you for all losses arising under or in connection with any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% (one hundred per cent) of the total sums paid by you for the Services under such Contract.

15.4 Whether you are a consumer or a business customer, subject to clause 15.1 and, where applicable, clause 15.2.1 above:

15.4.1 we will not be liable to you under any circumstances for any loss or damage you suffer arising as a result of the actions or omissions of third parties, including our Subcontractors; and

15.4.2 where you book car parking services, your use of the car parking space is at your own risk and we will not be responsible for any loss or theft of, or damage to, your vehicle or belongings. You may be required not to leave valuable belongings in your vehicle during the period for which you have booked a parking space (please see clause 2.3 above for further information about additional terms that may apply).

16. **How we may use your personal information**

16.1 We will only use your personal information in accordance with our [Privacy Policy](#).

16.2 We will be required to provide your personal information to our relevant Subcontractors, at the location where your Services will be provided, in order to provide the Services to you. If you book Services in a country outside the European Economic Area (EEA) which is not the subject of an adequacy decision adopted by the European Commission, your personal information may not be afforded the same protection, and you may not have available the same rights, as you do in the EEA.

16.3 If you have any concerns about your privacy or our use of your personal information, please contact us.

17. **Other important terms and conditions**

17.1 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 7 (seven) days of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

17.2 You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.

17.3 Except where stated otherwise, nobody else has any rights under this Contract

This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except where our Subcontractors have certain rights stated in these terms and conditions, such as the right to directly charge you an additional fee if you arrive late for your booking (see clause 7.4.2) or if you selected an incorrect vehicle type when you placed your booking (see clause 8.2.4). Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

17.4 If a court finds part of this Contract unlawful, the rest will continue in force

Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this Contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking our Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17.6 Events outside our control

If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.

18. **Which laws apply to this Contract and where you may bring legal proceedings**

18.1 If you are a consumer:

These terms and conditions are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts. If you live outside the UK, you may have a right to bring legal proceedings in your own country or jurisdiction.

18.2 If you are a business customer:

If you are a business, any dispute or claim arising out of or in connection with a Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.