



## Booking Terms & Conditions (Third Party Provider)

### What's in these terms?

These terms are the **Booking T&Cs (Third Party Provider)**.

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

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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 or the Third Party Provider 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 the Third Party Provider, 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 the Third Party Provider (and they agree to supply) when your booking is confirmed; and
<b>“Third Party Provider”</b>	the third party parking provider that supplies a car parking space to you (this may be, for example, an airport or airline, or a hotel or other business that owns and/or manages the car park), as notified to you on our site when you make your booking.

## 2. These terms and conditions

- 2.1 In these terms and conditions, references to **“you”** are references to the customer that is purchasing Services from the Third Party Provider. These are the terms and conditions on which the Third Party Provider supplies Services to you.
- 2.2 Please read these terms and conditions carefully before you make a booking on the ParkVia website. These terms and conditions form a Contract between you and the relevant Third Party Provider when your booking is confirmed.
- 2.3 ParkVia acts as an agent of the Third Party Provider to enter into this Contract with you, correspond with you and to collect payments from you, on the Third Party Provider’s behalf. ParkVia is not a party to this Contract, and ParkVia does not at any time act on your behalf (as your agent) in respect of your Contract with the Third Party Provider.
- 2.4 References in these terms and conditions to **“we”**, **“us”** or **“our”** (etc.) are references to ParkVia, acting in our capacity as an agent on behalf of the Third Party Provider. Where we state that we will do something in these terms and conditions, this is an obligation of the Third Party Provider which we may carry out on its behalf. We (ParkVia) do not have any obligations or liability to you under this Contract.
- 2.5 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. We recommend that you contact the Third Party Provider to obtain a copy of their terms, and any instructions that you may need, before you arrive.
- 2.6 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).

2.7 When we use the words **writing** or **written** in these terms and conditions, this includes emails.

### 3. **Contacting us and the Third Party Provider**

#### 3.1 Contacting ParkVia

We are ParkVia, a trading name of ParkCloud Ltd, a company registered in England and Wales. Our company registration number is 06557569 and our registered office is at 55 Spring Gardens, Manchester, United Kingdom, M2 2BY (UK). Our registered VAT number is GB983077586.

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.

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.

#### 3.2 Contacting the Third Party Provider

Information about the identity and contact details of the Third Party Provider will be provided on the website when you make your booking, and confirmed in your booking voucher.

#### 3.3 You must provide valid contact details

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 and/or the Third Party Provider about your booking, and we and the Third Party Provider will not be responsible for the consequences of you being unable to receive any contact from either of us.

#### 3.4 Complaints

If you have a complaint about the ParkVia website, please contact us at the details above. Any complaints about the Services must be addressed to the Third Party Provider directly.

### 4. **Your Contract with the Third Party Provider**

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

4.2 If the Third Party Provider is unable to accept your booking, we will inform you of this in writing and you will be entitled to a refund of the full cost if you have already paid for the booking. The Third Party Provider 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 [Manage My Booking](#) page on the 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 the relevant Third Party Provider.
- 5.2 Please ensure that you read all of the information provided on our website and, where appropriate, the Third Party Provider's website, concerning that 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 liaise with the Third Party Provider and 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 start of your Booking Period (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 or the Third Party Provider 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. The Third Party Provider will use reasonable efforts to ensure that any such changes will not materially affect your use of the Services.
- 6.4 The Third Party Provider may be required to make more significant changes to your booking and/or the Services. In such cases, we or the Third Party Provider 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 The Third Party Provider 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 Third Party Provider and details of the entry and exit procedures, where applicable.
- 7.4 If you arrive late for your booking, the Third Party Provider may be able to accommodate you at the later time, however:

- 7.4.1 you will not be entitled to a refund if you miss your booking or if you arrive late and the Third Party Provider is unable to accommodate you at the location at the later time; and
  - 7.4.2 if the Third Party Provider is able to accommodate you at the location at the later time, you may be charged an additional administrative fee if the Third Party Provider's personnel are kept waiting, including but not limited to where they are waiting for you to give them your car keys. You may use the details provided on your Booking Voucher to contact the Third Party Provider for further information relating to the specific Services you have requested.
- 7.5 You will not be entitled to a refund, and we and the Third Party Provider will not 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 the Third Party Provider

- 8.1.1 Depending on the Services that you have booked, you may be required to leave your keys with the Third Party Provider's 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 The Third Party Provider reserves the right to move your vehicle within or outside of the relevant car park where it reasonably considers this necessary for the efficient management of the car parking facilities, including in emergencies and to avoid accidents or obstructions. If the Third Party Provider's personnel are required at any point to operate your vehicle on public roads or highways, the Third Party Provider will ensure that such personnel are fully insured for this purpose. We recommend that you contact the Third Party Provider to obtain confirmation of such insurance before your arrival.

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

- 8.2.1 Not all Third Party Providers' 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 Booking Vouchers are valid only for small or medium sized cars.
- 8.2.2 Where the Third Party Provider is 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 and/or the Third Party Provider before placing your booking, to confirm whether the Third Party Provider is 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 by the Third Party Provider for accommodating your vehicle when you arrive at the parking location, or the Third Party Provider may be unable to accommodate your vehicle when you arrive at the parking location.

8.2.5 You will not be entitled to any refunds for your booking or for any additional fees charged and we and the Third Party Provider will not 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 2.6 above).

9.2 You can always end your Contract with the Third Party Provider 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 provided

If the Third Party Provider has not provided the Services with reasonable care and skill, you may end the Contract and get some or all of your money back.

### 9.4 Ending the Contract due to something the Third Party Provider has done or is going to do

If you are ending the Contract because:

9.4.1 we or the Third Party Provider 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 or the Third Party Provider have told you about an error in the price or description of the Services you have requested 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 the Third Party Provider's control;

9.4.4 we or the Third Party Provider notify you that the requested Services are unavailable 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 the Third Party Provider has done wrong,

then you may end the Contract immediately and you will be refunded 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 the Third Party Provider, 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 [Manage My Booking](#) 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 by the same method you used for payment (or by bank transfer if that method is unavailable), except that deductions may be made from the refund in accordance with these terms and conditions.
- 12.2 If you do not make full use of the Services (for example if you stay at a car park for less time than specified in your booking), it is at the sole discretion of the Third Party Provider whether any discount or refund is applied. If you wish to request a discount or refund in these circumstances you must contact the Third Party Provider directly.
- 12.3 Any refunds due to you will be paid 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 within 14 days of your cancellation request being processed.

## 13. Third Party Provider's rights to end the Contract

- 13.1 The Third Party Provider may end this Contract at any time by writing to you (or by instructing us to write to you) if:
- 13.1.1 you do not make any payment under this Contract 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 or the Third Party Provider asking for it, provide information that is necessary for the Third Party Provider to provide the Services; or
  - 13.1.3 you otherwise breach any important terms of the Contract.
- 13.2 If the Third Party Provider ends 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 have not been provided, but we may deduct or charge you reasonable compensation for the net costs the Third Party Provider will incur as a result of your breaking the Contract.

## 14. Price and payment

- 14.1 The price of the Services (which includes VAT or any equivalent sales tax in the Third Party Provider's country or jurisdiction, 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 Provided that your booking is confirmed and paid for in full (including any additional charges as a result of changing your booking – please see clause 6 above), and that you have complied fully with these terms and conditions and the Third Party Provider's terms in respect of the Services (if any, please see clause 2.5 above), you will not be charged any additional fee for the Services when you arrive at the location specified on the date and time of your booking.
- 14.4 If you are charged a higher price than that confirmed on your Booking Voucher or any additional fees by the Third Party Provider because:
- 14.4.1 you have failed to comply with these terms and conditions and/or the Third Party Provider's terms in respect of the Services;
  - 14.4.2 you do not follow any instructions provided by us or the Third Party Provider (including following the correct booking, entry or exit procedures, where applicable);
  - 14.4.3 you provided incorrect information when making your booking; or
  - 14.4.4 you fail to present your Booking Voucher on arrival,
- then you will not be entitled to a refund of such additional charges.
- 14.5 We act as the Third Party Provider's agent to collect payment from you and, once you have made payment to us, you have completed your obligation to pay the Third Party Provider under these terms. We (ParkVia) do not at any point hold money on your behalf as your agent, and we are unable to refund any money paid by you unless you are entitled to a refund under these terms and conditions or the Third Party Provider otherwise instructs us to do so.
- 14.6 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 or the Third Party Provider will issue an invoice to you for the cost of the booking which you must pay immediately. If you fail to do so, we and the Third Party Provider reserve the right to cancel your booking in accordance with clause 13.1.1 above.
- 14.7 What happens if we got the price wrong
- 14.7.1 It is always possible that, despite our best efforts, some Services may be incorrectly priced on our website.
  - 14.7.2 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, you will be charged the lower amount.
  - 14.7.3 If the correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before your booking is accepted.
  - 14.7.4 If your booking is accepted and processed where a pricing error is obvious and unmistakable or could reasonably have been recognised by you as a mispricing, we or the Third Party Provider may end the Contract and refund you any sums you have paid.
- 14.8 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. **Third Party Provider's responsibility for loss or damage suffered by you**
- 15.1 Your Contract is with the Third Party Provider and ParkVia will not under any circumstances be liable to you in connection with this Contract and/or the Services.



- 15.2 The Third Party Provider does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for:
- 15.2.1 death or personal injury caused by its negligence or the negligence of its personnel;
  - 15.2.2 fraud or fraudulent misrepresentation;
  - 15.2.3 (if you are a consumer) breach of your legal rights in relation to the Services; and
  - 15.2.4 (if you are a business customer) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 15.3 If you are a consumer:
- 15.3.1 if the Third Party Provider fails to comply with these terms and conditions, it is responsible for loss or damage you suffer that is a foreseeable result of the Third Party Provider breaking this Contract or failing to use reasonable care and skill, but the Third Party Provider is 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 you and the Third Party Provider knew it might happen; and
  - 15.3.2 the Third Party Provider only provides the Services to you for domestic and private use. If you use these services for any commercial, business or re-sale purpose the Third Party Provider's liability to you will be limited as set out in clause 15.4 below.
- 15.4 If you are a business customer:
- 15.4.1 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded;
  - 15.4.2 subject to clause 15.1 above, the Third Party Provider 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 the Contract; and
  - 15.4.3 subject to clause 15.1 above, the Third Party Provider's total liability to you for all losses arising under or in connection with the Contract, 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.
- 15.5 Whether you are a consumer or a business customer, subject to clause 15.1 and, where applicable, clause 15.3.1 above, the Third Party Provider 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.
16. **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 the Third Party Provider, at the location of the Services requested, in order for the Third Party Provider to provide the Services to you. If you make a booking for 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.

16.4 For information about how the Third Party Provider will use your personal information, please contact the Third Party Provider.

## 17. Other important terms and conditions

### 17.1 The Third Party Provider may transfer this agreement to someone else.

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

### 17.2 You need the Third Party Provider's 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 the Third Party Provider agrees to this in writing.

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

This Contract is between you and the Third Party Provider. No other person shall have any rights to enforce any of its terms. Neither you or the Third Party Provider 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 the Third Party Provider delays in enforcing this Contract, it can still enforce it later

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

### 17.6 Events outside the Third Party Provider's control

If the supply of Services is delayed by an event outside the Third Party Provider's control then we or the Third Party Provider will contact you as soon as possible to let you know and take steps to minimise the effect of the delay. Provided the Third Party Provider does this it will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us or the Third Party Provider 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 the Contract 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.