

AVALON

Avalon Pay Terms and Conditions

Terms

The following terms and Conditions ("Terms") apply to all use of Avalon Pay. By registering with us or using Avalon Pay, you agree to be bound by these terms and conditions, so please read them before proceeding.

We are constantly seeking to improve our services and these Terms may therefore be subject to change from time to time. You agree to be bound by any changes, which shall be advised to you by publication here, and shall take effect immediately. If you do not agree with the changes, you may terminate your use of the Services. These Terms were last updated on 12 January 2023.

Avalon Pay provides a method of remote payment for parking services using credit or debit cards only. It is not a contract for parking services. Your contract for parking is made with the provider of parking services at the location at which you are parking (the "Parking Site"), as advised to you at the site. Avalon Pay is only available at certain locations and we do not guarantee its availability.

For any queries you have regarding the service or the parking services please look for contact details at your Parking Site, or add some feedback via our website.

How to Use the Services

Avalon Pay allows drivers to pay for parking by visiting a weblink (URL). When you visit the URL, you will be asked to enter the relevant location code, which will be shown on signage within the car park. Alternatively there may be a QR code displayed on signage at the site which will take you straight to the payment screen for that location. Once you have scanned the QR code, or entered the location code, you will be taken to the payment screen, and will be asked to input the following information:

- Vehicle registration number
- Tariff i.e. 1 hour, 2-hour, 3 hour etc.
- Date you wish to park
- Start/finish times for your parking session

You will then be asked to provide an email address which can be used to enable us to send you a receipt for your payment. This is not compulsory, but you may find it useful. You will also be asked to provide a mobile telephone number. This is also not mandatory, but if you provide your number this will be used if you purchase optional extras such as SMS reminders. These reminders can be sent to alert you 10 minutes before your parking session is due to expire.

After you have inputted the relevant information, you will be asked to provide your payment card details.

Payment and Charges

By using Avalon Pay, you authorise us to debit your chosen payment method to purchase parking at the Parking Site on your behalf. Payment for the parking duration requested at the Parking Site will be taken directly from the payment card you have opted to use.

The amount of the payment taken will be for the appropriate parking charge displayed at the Parking Site together with any current convenience or service fee in force at the location where you have parked and if you have opted to receive one, the cost of an SMS reminder. The convenience / service fee contributes towards the provision of the cashless payment system and the service support desk.

The full payment will appear on your card or bank statement with the description "Avalon Parking" + (transaction ID) + (date of transaction)>.

Information on the relevant parking tariff and relevant convenience fee is displayed at each Parking Site covered by the service and will also be shown on the website prior to you making payment.

If a payment request is declined by your card issuer or bank you must pay for your parking via an alternative payment card. Alternatively, you may be able to pay for parking by using a payment machine, providing the location has such machines. Please ensure that you avail yourself of the applicable location parking terms and conditions, as failure to do so could result in you receiving a parking charge from the relevant car park Operator.

Avalon Pay accepts all major credit and debit cards.

It is your responsibility to ensure that your purchase has been successful and confirmed. This will be communicated, depending on circumstance, by SMS, Email or during the website session. Confirmation is deemed the point at which you have been told when your parking will expire. You may be told during the process that your payment has been taken but your parking is not confirmed until we have told you the expiry time of your parking.

Availability of the Service

Avalon Pay is only available at selected Parking locations. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services. We make no warranties or representations with respect to the Services other than as expressly set out in these General Terms. We make no warranty or representation that the Services will be uninterrupted or error free and we shall not be liable in any way to you for the consequences of any interruptions or errors.

We do not guarantee continuous uninterrupted operation of Avalon Pay in connection with all locations or any individual location covered by the Service. You accept and agree that this is the case and interruptions may occur for technical or other reasons which are beyond our control. We will restore any affected services as soon as reasonably possible.

Security Policy

We take the security of all your personal details very seriously. Our systems are rigorously tested and have been developed with encryption software and secure socket layer technology. All banking details and transactions are also protected by firewalls with a view to ensuring the security of all personal information and your complete peace of mind. Use of your payment card data complies with the Payment Card Industry Security Standards Council Data Security Standard (PCI DSS).

You agree that you will not do anything which results in any misuse or abuse of Avalon Pay, including without limitation attempting to gain unauthorised access to the Website, or any part of our systems; or knowingly introduce any virus, worm or other malicious or technically harmful material.

We make every effort to ensure the information on the Website is correct at all times to the best of our belief. However, we will not be liable for the accuracy of such information, although we will use reasonable efforts to correct any mistakes as soon as we become aware of them.

You confirm to us that all information you provide us in connection with the Avalon Pay will be correct and complete.

Disputes

Claims/disputes may only be raised within 4 weeks of the date of a payment. All claims/disputes should be raised to the car park operator and not to Avalon Pay. The Operator will liaise with us as appropriate.

General

The copyrights, database rights and other intellectual property rights ("IPR") in the materials displayed on or via any of the Avalon Pay ("Materials"), which expression includes text, data,

graphics, photographs, videos, animation, images and audio visual content) is owned by or licensed to us. This IPR is protected by the laws of England and Wales, international treaties and all other applicable copyright and intellectual property laws. You agree to respect our IPR and those of third parties. You agree that the Materials are for your personal use only. You shall not use, copy or modify any Materials or give them to other people for commercial, investment or public purposes. Your use of Avalon Pay gives you no rights in relation to the IPR in the Materials save as explicitly specified herein.

Our maximum liability to you for any claim arising in connection with the Services shall be the cost of parking product purchased. Avalon Pay provides a means of payment only, and you agree that we shall not be liable to you for any loss or damage you may suffer by using parking facilities at any Parking Location.

To the fullest extent permitted by applicable law you agree that we shall not be liable for any consequential, incidental or indirect loss or damages in contract, tort or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of the Services, including, without limitation, damage for any loss in business projects, loss of profits, loss of privacy, consequences of your use that were beyond our reasonable control, or other consequential losses arising in contract, tort or otherwise from the use of or the inability to use the Services.

Nothing in these Terms shall restrict our liability for:

1. fraudulent misrepresentation;
2. death or personal injury resulting from our negligence or that of our agents or officers; or
3. your statutory rights (including a right to receive a reasonable standard of service).

You may not transfer your account or these Terms to any other party without our agreement. You agree that we may transfer these Terms and your account without your agreement.

These Terms constitute the entire agreement between you and us in relation to the Services. If any provision of these Terms is or becomes illegal, void or invalid that shall not affect the legality and validity of the other provisions.

These Terms shall be governed by and construed in accordance with English Law and, subject to the Disputes section above, shall be subject to the exclusive jurisdiction of the English courts.

Data Protection

Please refer to our privacy policy.