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ABOUT US

*Parkingeye Limited trading as Evology, is a company registered in England and Wales with company number 05134454 whose registered office address is at 40 Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA (“**Evology**”, “**we**”, “**us**” and “**our**”).*

We are transforming everyday journeys, making it easier for you to get from A to B and trying to do our bit to protect the planet in the process. We exist to make life easier. That could be giving you more choice on how to pay for your parking or making sure you have somewhere to charge your car.

If you think the Evology Apps, the Evology Website or the Evology Services are faulty or misdescribed or wish to contact us for any other reason, please contact Evology Customer Services by completing our contact form [here](#).

YOUR AGREEMENT WITH US

These Evology Terms and Conditions, together with the Evology EULA, the Evology Privacy Policy, the Evology Cookie Policy, the Evology Website Terms of Use, and any other terms referred to within them govern your use of:

- 1.1.1 the Evology Apps;*
- 1.1.2 the Evology Website; and*
- 1.1.3 any of the Evology Services as defined at clause 0 below,*

(together, **“Evology Terms of Use”**), to the exclusion of any other terms and conditions. You acknowledge and agree that the Evology Terms of Use constitute the entire agreement between you and us relating to this subject matter, and any prior representations, understandings, agreements and/or commitments concerning this subject matter, regardless of whether they are oral or written, are terminated and superseded in their entirety and are therefore of no further force or effect.

Please read through these Evology Terms and Conditions carefully as they set out further rights and obligations that we have towards each other. We highly recommend that you save and keep a copy for your records. We reserve the right to change any of the Evology Terms of Use at any time.

You may only proceed to use the Evology Apps, the Evology Website and/or the Evology Services if you are happy with and agree to, all of the Evology Terms of Use. If you are not happy with and do not agree to, all of the Evology Terms of Use, please do not use the Evology Apps, the Evology Website or the Evology Services. By proceeding to register an account on or in any way make use of, the Evology Apps or the Evology Website including but not limited to, accessing or browsing on them regardless of whether or not you purchase the Evology Services, you agree to be legally bound by the Evology Terms of Use. We may engage payment service providers and parking facility providers which you may have access to via their website or app when making use of the Evology Services, however despite this, any agreement entered into by you shall be with us directly, and the Evology Terms of Use form the basis of that agreement.

Each time you purchase any of the Evology Services, you will be deemed to have accepted the Evology Terms of Use to the exclusion of any other terms and conditions, and at that point a contractual agreement will come into existence between you and us.

The Evology Services are not intended for use by people under the age of 18. Please inform Evology Customer Services immediately if anyone under this age is making use of the Evology Services by contacting us using the contact form [here](#). We will verify that information and disable the relevant account, if we consider it necessary.

EVOLGY SERVICES

We are the provider of:

the following parking services designed for your convenience eliminating the need for you to search around for change, queue, access terminals or use payment kiosks and physically obtain a parking ticket:

- 1.1.4 **“Evology Access”** – Allows you to register your number plate to enable you to park in Parking Spaces designated for motorists with specific needs, such as blue badge holders or parent and child;
- 1.1.5 **“Evology Pay”** – Enables you to pay for parking, even extend your stay at a Car Park, or at certain locations, pay for parking after you leave a Car Park;
- 1.1.6 **“Evology Pre-book”** – Enables you to plan a stay by allowing you to find a Parking Space at a Car Park and pay for it in advance; and
- 1.1.7 **“Evology Permit”** – Allows you to purchase a parking permit suitable for your needs, for example, if you are a member of staff, gym member or a recurring visitor, which may be paid for using various payment options including salary sacrifice,

(together, being **“Evology Parking”**); and
“Evology Charging” – Enables you to charge your Electric Vehicle’s battery using electricity supplied from a Charge Point situated at a Designated Charging Bay,
(Evology Parking and Evology Charging together being, the **“Evology Services”**).
We are also the provider of “Evology Autopay,” which allows your number plate to be recognised by cameras upon your entry to and exit from a Car Park, from which your time spent in that Car Park will be calculated and Parking Tariffs due to the Car Park Provider for your stay shall be automatically debited from your Evology account. Please note that these Evology Terms and Conditions do not apply to Evology Autopay services. The terms and conditions applicable to the Evology Autopay services are accessible on the Evology Autopay website, which can be located by clicking [here](#).

- 3.4 We are also the provider of “Evology Permits,” where we offer an online permit system for permit scheme providers. These Evology Terms and Conditions do not apply to Evology Permits. The terms and conditions applicable to Evology Permits are accessible on the Evology Permit System website.

EVOLOGY ACCOUNT ACTIVATION AND REGISTRATION

To create an Evology account on the Evology Website or after downloading and installing the Evology Apps, some basic information will need to be provided to us about you. All such information must be true and you must not misrepresent your identity to us. Please rest assured that all information we retain about you will be processed in accordance with the Evology Privacy Policy.

When we have received the required information to set up your Evology account, in order to verify that we have received a valid email address, we will send you an activation email to the email address supplied. Please note that your Evology account will not be activated until you click on the link contained within that email.

Once your Evology account has been activated, you will be asked to provide further information necessary to enable you to make use of the Evology Services including your Vehicle registration, your payment card details, whether or not you wish to receive SMS notifications from us, amongst other things.

Until this information has been provided and submitted to us, your Evology account will not be registered and certain Evology Services may not work.

Your Evology account will remain open until you close it in accordance with clause 0 or we close it in accordance with these Evology Terms and Conditions, for example, if your Evology account contains false information.

EVOLOGY ACCOUNT ADMINISTRATION

You are solely responsible for maintaining the confidentiality of your Evology account username and password ("**Login Details**") and for restricting access to your computer to prevent unauthorised access to your Evology account. You must keep your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them. You must not disclose your Login Details to any other person or record your Login Details in any way that may result in them becoming known to another person. You should inform us immediately if you have any reason to believe that your Login Details have become known to anyone else, or if the Login Details are being, or are likely to be, used in an unauthorised manner.

You agree to accept responsibility for all activities and to be liable for all activities and transactions that occur on your Evology account made by any person you authorise to use your Evology account. We and the relevant Car Park Providers will consider such activities and transactions to be authorised by you.

If your Login Details are compromised or your phone or device is lost or stolen, or any Vehicle registered to your Evology account is stolen, your Evology account (including any associated Recurring Payment Authority) will continue to operate as normal until you report the disclosure, loss or theft to us. You should therefore report any disclosure, loss or theft to us immediately by contacting us via our contact form [here](#). If you fail to do so, you may suffer further loss which could have been avoided had you acted sooner. In such circumstances we may immediately restrict, suspend or close your Evology account upon finding out in order to mitigate your losses. You must notify us if you are unable to access your Evology account to make any changes to your contact details including without limitation, a change of email address or telephone number, Vehicle(s) registered to your Evology account or your payment card details.

You understand that it is your responsibility to keep your Evology account details accurate and up to date; specifically the Vehicle(s) and the payment card registered to your Evology account. If you do not do so, you risk a failed payment and you must make alternative arrangements to pay for any Parking Tariffs with the Car Park Provider.

You understand that you will continue to be liable for all charges associated with the Vehicle(s) registered to your Evology account whether you are the Driver or not, if you have not removed the respective Vehicle from being registered to your Evology account.

We will contact you with updates about your Evology account using the email address given in your Evology account.

We reserve the right to suspend, withdraw, amend, or terminate operation of your Evology account either in whole or in part, at any time and we will use reasonable endeavours to provide prior notification to you of such events.

It is your responsibility to regularly check for email notifications from us and to ensure that emails from us are not sent to a junk mail folder.

Any changes relating to your Evology account will be notified to you via SMS or email no less than 30 days prior to such changes being implemented. If you do not agree to such changes, you should close your Evology account in accordance with clause 0 prior to such changes taking effect.

CLOSURE OF YOUR EVOLGY ACCOUNT

You may close your Evology account any time by contacting us through your Evology account settings. Your cancellation will not become effective until we have notified you that your Evology account has been cancelled.

We may restrict, suspend or close your Evology account in the following circumstances:

- 1.1.8 as more particularly set out in clause 0;
- 1.1.9 if you or anyone associated with your Evology account is in breach of any of the provisions of the Evology Terms of Use including without limitation, the Evology Website Terms of Use;
- 1.1.10 if you or anyone associated with your Evology account or any Vehicle(s) registered to, your Evology account continually abuse or contravene the Car Park Terms and Conditions at any of the Car Parks;
- 1.1.11 if you fail to pay any Transaction Charges;
- 1.1.12 if we reasonably believe that you or anyone associated with your Evology account, your Evology account or the payment card registered to your Evology account poses a significant fraud or credit risk;
- 1.1.13 if you provide any information that we cannot verify;
- 1.1.14 if we reasonably suspect the payment card registered to your Evology account could be being used without authorisation including but not limited to, where the name on that payment card does not match the name of the Evology account holder or where there are any suspicious spending patterns;
- 1.1.15 if we reasonably suspect that you or anyone associated with your Evology account are disputing any charge made to the payment card registered to your Evology account (this is known as a **“Chargeback”**) disingenuously, in order to reverse the charge and have the payment returned; or
- 1.1.16 if you fail to pay any amounts due under your Evology account by the due date for payment.

Termination of your agreement with us shall not affect any of your or our rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of your agreement with us which existed at the date of termination.

Please note if we choose to restrict, suspend or close your Evology account, this does not limit or exclude any other remedies we may have if you breach the Evology Terms of Use.

UNAUTHORISED USE

If you are not the Evology account holder and do not have the permission of the Evology account holder, the owner of the relevant Vehicle registered to an Evology account or the Driver who will be using the relevant Vehicle registered to an Evology account, please do not proceed to use the Evology Services.

If you are using the Evology account for and on the behalf of any other person, you must have their permission to provide their personal information, make an application, complete/view transactions in their name and view details of payments made in respect of Parking Instances where you were not the Driver.

VEHICLES

*For each Vehicle registered by you with Evology, you confirm that you are either:
the Driver; or
have the permission of the Driver to receive and process their information,
in respect of each Parking Instance.*

CAR PARKS

*The Car Parks on Evology are owned and / or managed by third parties ("**Car Park Providers**"), not by us. It is the Car Park Providers that make their Car Parks available to you via the Evology Platform. We own and operate the Evology Platform.*

Please carefully read the Car Park Terms and Conditions upon entering a Car Park as they vary from Car Park to Car Park, and ensure you abide by them including without limitation, the payment of any Parking Tariffs in accordance with any signage. Parking Tariffs are not set by us but by the Car Park Providers.

*The Car Park Terms and Conditions form the basis of your contract with the Car Park Provider ("**Parking Contract**"). Evology is not a party to any Parking Contract; we and any payment processor only facilitate payments of Parking Tariffs to Car Park Providers due under a Parking Contract.*

If you are in breach of or otherwise fail to comply with, the Car Park Terms and Conditions which apply at a Car Park, you will be breaching the terms of your Parking Contract and may face enforcement action which could include the payment of a Parking Charge, together with any additional costs required to pursue further recovery action. Each Car Park Provider is ultimately responsible for dealing with any claims or other issues arising out of any Parking Contract entered into with it.

The location of Car Parks near to your location are provided as general guidance only. You should always check the signage at the Car Parks and confirm the actual location and availability prior to making payment, where possible.

In the event of any conflict between any information provided by the Evology Apps or the Evology Website and the Car Park Terms and Conditions at any Car Park including on any signage, the latter shall prevail.

It is your sole responsibility to ensure you:

- 1.1.17 enter the location number correctly;*
- 1.1.18 enter your Vehicle registration correctly;*
- 1.1.19 enter your payment and any other required details correctly;*
- 1.1.20 where applicable, have properly and fully activated each Parking Instance before leaving any Vehicle registered to your Evology account unattended at any Car Park; and*

1.1.21 verify the Parking Tariffs applicable at any Car Park to a Parking Instance before making payment,

and neither we, nor any Car Park Provider shall be liable, should you fail to do so including without limitation, for any parking charge received by you for breaching a Parking Contract due to your failure to adhere to any Car Park Terms and Conditions.

We are not responsible for maintaining the surface or any property at any Car Park, other than any equipment that is owned by us. We are also not responsible for any events that occur at any Car Park except where caused by us or our equipment. We therefore cannot warrant that any particular Car Park is suitable for you or your Vehicle's requirements. You agree to take all reasonable measures when choosing a Car Park and do so at your own risk.

Your Vehicle shall be parked in the Car Parks at your own risk. We are not responsible for ensuring and in no way guarantee that, any Car Park is a secure environment and we are not liable for any loss or damage to your Vehicle or any possessions within it.

Where our equipment in any Car Park is damaged by you or your Vehicle, we will seek to recover the costs of repair and any other associated costs from you.

You understand that we cannot guarantee you a Parking Space at any Car Park.

We reserve the right to amend or remove the availability of any of the Car Parks on the Evology Apps and the Evology Website without notice.

PAYMENT

You are responsible for all applicable charges, fees and taxes arising from or in connection with, your use of the Evology Services including without limitation, those of any payment provider of any method of payment that you use to pay for Evology Services. You will need to adhere to the terms and conditions of any such payment provider in order to use their method of payment.

*You are required to pay any applicable Transaction Fee for each Parking Instance when using Evology Parking, in addition to the Parking Tariff and any SMS Notification Fees applicable where you choose to receive SMS notifications from us. For example, if you want to receive an SMS receipt and/or for us to send you a reminder by SMS when your Parking Period is about to expire (the Transaction Fee, the Parking Tariff and any SMS Notification Fees together being, the "**Transaction Charges**"). An itemised breakdown of the payment required for each Parking Instance shall be displayed to you before making payment including any applicable VAT.*

The cost borne by you for parking is dependent on a number of varying factors such as the Parking Tariffs required by each Car Park Provider, the location of a Car Park, whether your chosen Parking Instance is during on-peak or off-peak hours, the availability of any discounts or the occurrence of any promotions, amongst other things. The cost of parking may therefore vary from time to time and is not within our control. You appreciate and understand that the Evology Apps and the Evology Website are, whilst updated regularly, not updated in real time and there may be some delay to reflect any such variations.

You are also solely responsible for all applicable, charges, fees, costs and taxes you incur arising from or in connection with, use of any mobile phone and/or handheld device used by you to access the Evology Apps, the Evology Website and/or the Evology Services including without limitation, all call, SMS and data tariffs whether or not your usage remains within the limits of any allowances permitted by your service provider.

Please note that we only accept payment in GBP sterling (£).

COMPLAINTS AND REFUNDS

If you genuinely dispute any charge made to the payment card registered to your Evology account, for example because you are certain that you have been charged in error, please contact Evology Customer Services by completing our contact form [here](#), making sure you include the following information:

1.1.22 your first name, surname, and the username and email address registered to your Evology account;

- 1.1.23 details of the disputed transaction including any disputed amount;
- 1.1.24 the reason(s) why you dispute it; and
- 1.1.25 any relevant documentation such as receipts or photographs.

Any complaints or claims in respect of disputed charges or transactions must be brought within 14 days of the relevant Parking Instance.

Any refund issued, whether following a successful claim under clause 11.1 or in respect of Evology Pre-book under clause 0 or clause 1.1.67.1, may take up to 5 working days to arrive in the account of the payment card you used to make the original payment.

If you experience any problems at a Car Park, we may, should we consider it appropriate, put you in touch with the relevant Car Park Provider as all disputes with Car Park Providers should be resolved by exhausting their complaints procedures in the first instance.

If you experience any problems with the Evology Platform, please contact Evology Customer Services by completing our contact form [here](#) as soon as possible and we will do what we can to help.

QUALITY AND AVAILABILITY

Subject to the remaining provisions of this clause 0 and clause 0, we warrant that the Evology Services shall be performed with reasonable care and skill and in accordance with all applicable law.

The Evology Services are provided to you on an "as is" basis for general use by all of our customers. The information on the Evology Apps and/or the Evology Website has been included in good faith but is for general information only and should not be relied on for any specific purpose. No representation or warranty is given as regards to the accuracy of the information on the Evology Apps or the Evology Website and there shall be no liability, except where this cannot be limited by law, for any loss, damage or expense arising in contract, tort or otherwise out of any reliance on information contained on the Evology Apps or the Evology Website, access to, use of or inability to use, the Evology Apps or the Evology Website or in respect of your Evology account. You agree that your use of the Evology Apps, the Evology Website and the Evology Services is at your own risk.

We will make all reasonable attempts to ensure the availability of the Evology Apps, the Evology Website and the Evology Services. Please note, we cannot guarantee that your use of the Evology Apps, the Evology Website and/or the Evology Services will be uninterrupted or error-free. For example, if there is a problem with the internet connection, if a power cut occurs whilst you are using a Charge Point or in the unlikely event of a System Failure.

You acknowledge and accept that our software may, from time to time, be subject to limitations, delays and other problems inherent in the use of such technology including but not limited to, Vulnerabilities and Viruses maliciously inflicted or otherwise. We will make all reasonable attempts to prohibit Vulnerabilities and Viruses from the Evology Apps, the Evology Website, the Evology Services and any electronic communications but cannot guarantee this. You agree to download or access information at your own risk and should take appropriate steps to prevent damage to your systems.

We may also have to suspend or restrict use of the Evology Apps, the Evology Website and/or the Evology Services to:

- 1.1.26 deal with technical problems or make minor technical changes;
- 1.1.27 allow for repairs/maintenance;
- 1.1.28 update them where necessary, to reflect changes in relevant laws and regulatory requirements,
- 1.1.29 make changes in order to introduce new facilities, features or services or otherwise,

however, we will make all reasonable attempts to limit the frequency and duration of any disruption to you.

We reserve the right to change or withdraw any of the Evology Services at any time in future. Except as expressly and specifically provided in these Evology Terms and Conditions, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from your agreement with us.

YOUR OBLIGATIONS

You must:

- 1.1.30 provide us with such information as we may reasonably require in order to supply Evology Services and ensure that it is accurate, up-to-date and complete; and
- 1.1.31 co-operate with us in all matters relating to the Evology Services.

You confirm that you will not use the Evology Apps or the Evology Website for any unlawful purpose including:

- 1.1.32 posting material containing any virus or interfere with the operation of the Evology Apps and/or the Evology Website;
- 1.1.33 attempting to decipher, or modify any of the software, coding or information comprised in the Evology Apps or the Evology Website;
- 1.1.34 providing false, inaccurate or misleading information;
- 1.1.35 breaching any applicable laws, regulations, licences or third party rights; or
- 1.1.36 purposely intercepting, accessing without authority or expropriating any system, data or personal information, other than in accordance with Data Protection Laws.

It is your responsibility to ensure the safety of your Vehicle and any items stored in your Vehicle, each time you visit a Car Park. We highly recommend that you:

- 1.1.37 lock your Vehicle securely;
- 1.1.38 fully close all windows of your Vehicle;
- 1.1.39 apply your handbrake properly;
- 1.1.40 engage any steering lock, alarm and/or immobiliser that you have;
- 1.1.41 not leave any animal or person within your Vehicle; and
- 1.1.42 remove your possessions and ensure that any possessions you decide to leave in your Vehicle are stored securely and are not on display.

You must also fulfil the following obligations:

- 1.1.43 obtain and maintain all necessary licences, permissions and consents required for your Vehicle and for you to lawfully operate your Vehicle;
- 1.1.44 to ensure that your Vehicle is parked wholly in the Parking Space without obstructing any adjoining or nearby Parking Spaces, other vehicles or property;
- 1.1.45 not to park your Vehicle in a Parking Space designated for a specific purpose when you are not entitled to do so such as parking in a space designated for disabled persons without displaying an appropriate disability badge;
- 1.1.46 not to do anything or permit anything to be done in a Car Park which is or may become a nuisance, damage, annoyance, inconvenience or disturbance to any person;
- 1.1.47 not to conduct any illegal, business or commercial activity in or from, a Car Park; and
- 1.1.48 not to use a Parking Space for any purpose other than for parking.

You must also comply with the additional obligations set out at:

- 1.1.49 clause 14 when using Evology Access;
- 1.1.50 clause 0 when using Evology Pre-book; and
- 1.1.51 clause 0 when using Evology Charging.

EVOLOGY ACCESS

This section of these Evology Terms and Conditions applies to you when you use Evology Access.

To use Evology Access services, you will need a smart phone with you at the time of entering the Parking Space.

If you wish to use a Parking Space in a Car Park that is designated as an Evology Access Parking Space, and so is only intended to be used by those with specific needs, you will need to scan the QR code on signage displayed by the Parking Space itself using a smart phone.

You will be asked to provide information to justify your use of the designated Evology Access Parking Space. This information will be checked by Evology to ensure that it meets the applicable requirements to enable you to use that designated Evology Access Parking Space. The type of Evology Access Parking Space you wish to park in will determine what information will be required. For example, if you are parking in a blue badge bay, we will ask you for details of your blue badge. You agree that the information you provide to Evology in order to use a designated Evology Access Parking Space shall be correct, valid and current as at the date of the Parking Instance. Should you be using the blue badge belonging to someone else, you confirm that you have their permission to use the blue badge, that they are happy for you to use the Evology Access service and that they were a passenger in the Vehicle as at the time and date of the Parking Instance. Evology reserves the right to inform the Police where it has reasonable grounds to believe that a blue badge is being used unlawfully.

Any information you provide, including any special category personal data, shall be managed in accordance with the Evology Privacy Policy. If you do not wish for your personal data (or that of your passengers) to be processed in this way, please do not continue to use the Evology Access service and remove your Vehicle from the Evology Access Parking Space.

You agree that your Vehicle registration details may be provided to the relevant Car Park Provider. This may be required to exempt you from Parking Tariffs applicable to your use of the Evology Access Parking Space, or by way of notification, if the information you have supplied does not meet the requirements of the designated Evology Access Parking Space. We shall not be held liable for any costs, losses, damages or other sums you incur from a Car Park Provider taking action against you for failure to provide sufficient or correct information and / or for failure to pay any Parking Tariffs that may be due.

The terms and conditions applicable to the designated Evology Access Parking Space will be set out in signage displayed at or close to the Evology Access Parking Space and should be read carefully before leaving your Vehicle. Please be aware that the obligation to pay a Parking Fee may still apply when parking in a designated Evology Access Parking Space.

EVOLOGY PRE-BOOK

This section of these Evology Terms and Conditions applies to you when you use Evology Pre-book.

Your Additional Obligations

In addition to the obligations at clause 0, you must also fulfil the following obligations when using Evology Pre-book:

- 1.1.52 to only use the Booked Car Park during the pre-booked Parking Period;*
- 1.1.53 to only park the Vehicle identified in the Booking; and*
- 1.1.54 not to resell or transfer, or attempt to resell or transfer, any booking (in whole or in part).*

The Pre-booking Process

- 1.1.55 Using Evology Pre-book, you will be able to select the time and date you would like to park within a particular location. This will need to be at least 30 minutes before your planned parking time, when booking to park on the same day. Based on these preferences, Evology will detail the Car Parks available (if any) in which a Parking Space*

can be booked, together with the cost of booking a Parking Space in that Car Park. Parking Spaces are subject to availability at all times.

1.1.56 To place a Booking Order with us, you will then need to:

1.1.56.1 select the Car Park you would like to park in;

1.1.56.2 confirm the registration number of the Vehicle you will use to enter the Car Park; and

1.1.56.3 make payment by credit card, debit card or Apple Pay.

1.1.57 All Booking Orders are subject to acceptance by us, and we will confirm our acceptance of your Booking Order by sending you a Booking Confirmation Email which will confirm the details of your Booked Car Park and your pre-booked Parking Period. Your Booking will also be saved by Evology.

1.1.58 In the event we are not able to accept your Booking Order, for whatever reason, any payment made by you in respect of that Booking Order will be refunded in its entirety.

1.1.59 Please ensure you check the details you provide in your Booking Order are correct before you place your Booking Order as we offer no guarantee that we are able to rectify mistakes afterwards. Please be aware that many of the Car Parks use automatic number plate recognition ("**ANPR**") and as such please ensure your Vehicle registration number is accurately entered at the time you place a Booking Order.

1.1.60 The price you pay is:

1.1.60.1 the price accepted and confirmed to you in the Booking Confirmation Email; and

1.1.60.2 fixed for the duration of the pre-booked Parking Period.

1.1.61 The Booking is valid for a single entry and exit during the pre-booked Parking Period only.

Your Booking

1.1.62 Once you have submitted your Booking Order and received your Booking Confirmation Email, your Booking:

1.1.62.1 cannot be transferred to another person;

1.1.62.2 cannot be used to park in any Car Park other than the Booked Car Park;

1.1.62.3 only permits you to park in the Booked Car Park during the pre-booked Parking Period; and

1.1.62.4 will be for the price stated at the time you placed your Booking Order.

1.1.63 When you enter and leave the Booked Car Park, your Vehicle registration number will be read by ANPR cameras. You do not need to take any steps to register your Vehicle at the Booked Car Park unless otherwise advised.

1.1.64 Your Booking entitles you to a Parking Space but does not entitle you to any individual or reserved Parking Space. You should park in any available Parking Space unless otherwise directed.

1.1.65 Your Booking is only valid for the Vehicle registration number provided at the time you placed your Booking Order. In the event you can no longer travel to the Booked Car Park in this Vehicle and wish to change the Vehicle registered to your Booking, please contact Evology Customer Services by completing our contact form [here](#). We cannot guarantee that we will be able to change this but we will take reasonable steps to do so, where possible, provided that you provide at least 24 hours' notice prior to the commencement of the pre-booked Parking Period.

1.1.66 If you park in the Booked Car Park in a Vehicle different to the Vehicle detailed on your Booking or you remain in the Booked Car Park for longer than the pre-booked Parking

Period, you will be in breach of the Car Park Terms and Conditions and the provisions of clause 0 shall apply.

Unavailability of a Booked Car Park

There may be some circumstances where Car Park Providers are unable to provide you with a Parking Space during the pre-booked Parking Period in the Booked Car Park due to operational reasons, if a Car Park is full or due to circumstances beyond our reasonable control (including acts of God, war, national emergency, governmental action, civil unrest, fire, flood, epidemic/pandemic, strikes or other labour disputes). In those circumstances, please contact Evology Customer Services by completing our contact form [here](#). We reserve the right to cancel your Booking after checking the ANPR and other cameras, together with the occupancy levels in the relevant Car Park. In the event that we cancel your Booking for any reason, we shall refund any money that you have paid, and this shall be your only remedy in relation to your Booking.

Cancellation of Your Booking

- 1.1.67 You are entitled to cancel your Booking at any time through the Evology Parking app. Whether you are entitled to receive a refund of any payment you have made to us will depend on when you cancel your Booking:
- 1.1.67.1 if you cancel your Booking at least 24 hours prior to the start of the pre-booked Parking Period, you will be entitled to a refund of the amount paid for parking, less any Transaction Charges; or
 - 1.1.67.2 if you cancel your Booking less than 24 hours prior to the start of the pre-booked Parking Period, you will not be entitled to any refund.
- 1.1.68 If you fail to cancel your Booking by notifying us in accordance with clause 1.1.67, you will be liable for the full cost of the Booking and will not receive any refund, regardless of whether you parked in the Booked Car Park for any period of time within the pre-booked Parking Period.

Consumer Cooling-off Period

THIS CLAUSE 0 ONLY APPLIES IF YOU ARE A CONSUMER

- 1.1.69 If you are a consumer and purchase certain services online, you may have a legal right to cancel a contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period that is 14 days from the date that you place your Booking Order ("**Cooling-off Period**").
- 1.1.70 Should you choose to exercise this right, you must complete the Contact Us form, or otherwise inform us in writing by way of a clear statement of your wish to withdraw from the contract, which must be received by us prior to the expiry of the Cooling-off Period.
- 1.1.71 Upon receipt of such clear statement/completed form, we shall reimburse you for the cost of your Booking, less any Transaction Charges we have incurred, on the same means of payment as you used for the initial Booking, unless you expressly agree otherwise.
- 1.1.72 Where your Booking shall take place prior to the expiry of the Cooling-off Period, you expressly request that we fulfil that Booking, in which case you waive your rights under this clause 0. You also agree that should we have performed or started performance of your agreement with us at your request, you waive your right to cancel the contract under this clause 0.

EVOLOGY CHARGING

This section of these Evology Terms and Conditions applies to you when you use a Charge Point on a “pay as you go” ad-hoc basis as an individual consumer and not as a member of any particular organisation, group or business.

Your Additional Obligations

In addition to the obligations at 0, you must also fulfil the following obligations when using Evology Charging:

- 1.1.73 ensure your Electric Vehicle is compatible for use with a Charge Point before attempting to connect (we do not warrant that Evology Charging will meet your Electric Vehicle’s specific requirements or produce any particular result; it is your sole responsibility to check with your Electric Vehicle manufacturer as to whether or not your Electric Vehicle is compatible for use with the Charge Point);
- 1.1.74 use the Charge Points and all other equipment located at the Designated Charging Bays safely and responsibly and in accordance with our instructions;
- 1.1.75 only park in a Designated Charging Bay for such time that you actually use a Charge Point to charge your Electric Vehicle and immediately remove your Electric Vehicle from the Designated Charging Bay as soon as you have finished charging;
- 1.1.76 comply with all parking restrictions applicable at the Designated Charging Bays; and
- 1.1.77 ensure that you do not obstruct or unnecessarily delay others from using Evology Charging.

Payment

- 1.1.78 In consideration for Evology providing Evology Charging to you, you shall pay the EV Charges to Evology using the EV Card Payment System which shall include:
 - 1.1.78.1 any card payment fees and transaction fees; and
 - 1.1.78.2 VAT which shall be separately itemised (where applicable).
- 1.1.79 The display on the Charge Point will let you know the value of the EV Charges when you have finished charging your Electric Vehicle.
- 1.1.80 Please note, once you have actioned payment, it can take up to 72 hours for the EV Charges to be withdrawn or to be reflected as withdrawn, from your credit or debit account.
- 1.1.81 Receipts are available by scanning the QR Code at each Charge Point or through the Evology Charging app including on www.evologyparking.com/charging.

EVOLOGY CHARGING HELPLINE

*If you are having any problems with a Charge Point or using Evology Charging, please call **03333 701099** for assistance.*

USE OF ELECTRONIC COMMUNICATIONS

When you use the Evology Apps or the Evology Website or send e-mails, text messages or other communications to us, you are communicating with us electronically. We, our agents and sub-contractors, will communicate with you electronically in a variety of ways, such as by e-mail or by posting e-mail messages or communications on the Evology Apps, the Evology Website or via SMS messaging facility. For contractual purposes, you consent to receiving communications from us, our agents or sub-contractors electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

MARKETING AND PROMOTIONAL PREFERENCES

If as part of your Evology account registration you have consented to receive marketing communications, we may send you administrative and promotional messages by your selected method (in-app, email, SMS, telephone and/or post). We may also send you information regarding your Evology account activity and transactions, as well as updates about the Evology Apps, the Evology Website, the Evology Services and other promotional offers.

You can opt-out of our marketing communications at any time by changing the marketing preferences on your Evology account. Additionally, you may opt-out of promotional e-mails at any time by clicking the unsubscribe link at the bottom of any of such e-mail correspondence and in respect of SMS messaging you may follow the unsubscribe instructions provided in each SMS.

INTELLECTUAL PROPERTY RIGHTS

All content included in or made available through the Evology Apps, the Evology Website or as part of any communications from or with us in respect of a Evology account such as text, graphics, logos, button icons, images and data compilations is the property of us or content providers and is protected by UK Copyright and any other intellectual property rights subsisting in it, save where expressly stated. The copying or reproduction of the whole or any part of the Evology Apps, the Evology Website or any communications from us to an Evology account holder in any form, including electronic media, is expressly prohibited.

You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Evology Apps, the Evology Website and the Evology Services and we retain all such Intellectual Property Rights including without limitation, in respect of the Charge Points and EV Card Payment Systems. This includes any developments, derivatives, enhancements, updates, new versions, modifications or otherwise, even if these were based upon your recommendations. Save to any extent set out in these Evology Terms and Conditions, you shall have no implied or express right to the ownership of any Intellectual Property Rights in the Evology Apps, the Evology Website or the Evology Services.

You may download or copy your own personal account information for your own personal use only and use any interactive features on the Evology Apps and the Evology Website.

We shall grant to you a limited, non-transferable, non-exclusive, revocable licence to use the Intellectual Property Rights in the Evology Apps, the Evology Website and the Evology Services to the extent required to enable you to make personal use of the Evology Services in accordance with the Evology Terms of Use only. This licence shall be conditional upon you not, either directly or indirectly via any other person, doing any of the following:

- 1.1.82 using the Evology Apps, the Evology Website and/or the Evology Services for any commercial or re-sale purpose;*

- 1.1.83 collecting, copying, reproducing, storing or providing to any third party any content or prices on the Evology Apps or the Evology Website;
- 1.1.84 sharing, transferring, sublicensing, leasing, renting, selling, distributing or otherwise exploiting the Evology Apps, the Evology Website, the Evology Services and/or any of your rights under these Evology Terms and Conditions;
- 1.1.85 creating any derivatives based upon the Evology Apps, the Evology Website, the Evology Services or their contents without our prior written consent;
- 1.1.86 attempting to discover and/or access the underlying source code and/or algorithms of the Evology Apps, the Evology Website and/or Evology Services or any part or component thereof for any purpose;
- 1.1.87 using any data gathering and extraction tools including without limitation, robots or data mining;
- 1.1.88 modifying, adapting, translating, copying, duplicating, disassembling, decompiling, reverse assembling, reverse compiling, reverse engineering or taking any similar course of action with respect to the Evology Apps, the Evology Website and/or the Evology Services or any part or component thereof for any purpose; or
- 1.1.89 otherwise contravening any other provisions of the Evology Terms of Use, and your licence shall automatically terminate upon any unauthorised use by you in breach of this clause 0.

Evology confirms that it has all the rights in relation to the Evology Apps, the Evology Website and the Evology Services that are necessary to grant all the rights it purports to grant to you under, and in accordance with, the Evology Terms of Use.

Please note, if you infringe any of the Intellectual Property Rights in the Evology Apps, the Evology Website or the Evology Services, you shall be liable for any damages that result from such infringement.

Save to any extent not permitted by law, you grant to us a perpetual and irrevocable right to use any communications posted by you publicly on the Evology Apps or the Evology Website immediately upon transmission including but not limited to, any text, pictures, audio clips, videos, graphics and/or other material.

Our Intellectual Property Rights in the Evology Apps, the Evology Website and/or the Evology Services may not be used:

- 1.1.90 in association with any third party brands, products or services;
- 1.1.91 be misrepresented in any way that could mislead the public; or
- 1.1.92 be used in any way that may damage Evology's reputation and/or brand.

DATA PROTECTION

We are committed to protecting your privacy. We will only collect, store and use your personal information in accordance with Data Protection Laws which may include disclosure of your personal information to third parties from time to time such as prudently selected merchant affiliates and service suppliers (e.g. payment processors) that help us to provide the Evology Services to you.

For further information, please review the Evology Privacy Policy which sets out our commitment to maintaining and protecting your personal information. You agree to us using your personal information in accordance with the Evology Privacy Policy.

COMMUNICATIONS

Certain laws require that some communications or information we send to you should be in writing. By providing us with your email address, you agree to this electronic means of communication, and you acknowledge and agree that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communication be in writing. You must send any notices required to be given by you in writing and to our registered office address, details of which are set out above.

YOUR LEGAL RIGHTS

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

LIMITATION OF LIABILITY

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

- 1.1.93 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 1.1.94 fraud or fraudulent misrepresentation of our employees, agents or subcontractors;
- 1.1.95 breach of any mandatory legal rights given to you as a consumer, which cannot be contracted out of by law including our obligation to perform the Evology Services in accordance with clause 0; or
- 1.1.96 to any other extent not permitted by law.

Subject to clause 0, we shall not and our agents and sub-contractors shall not, be responsible for any loss or damage that:

- 1.1.97 was 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);
- 1.1.98 is a result of any delay or failure to comply with our obligations where such delay or failure arises from any cause which is beyond our, and that of our employees, agents and/or sub-contractors' reasonable control (if there is a risk of substantial delay, you may cancel the Evology Services that you have already paid for but not received and receive a full refund); and
- 1.1.99 is not caused by any breach on our part or that of our employees, agents or sub-contractors including without limitation, where it is a result of:
 - 1.1.99.1 your failure to abide by or fulfil your obligations under, the Evology Terms of Use;
 - 1.1.99.2 your failure or inability to use the Evology Apps, the Evology Website and/or the Evology Services correctly or follow our instructions including without limitation, when connecting or disconnecting to a Charge Point and undercharging or overcharging your Electric Vehicle when using Evology Charging;

- 1.1.99.3 any errors or omissions in any information, instructions or documentation provided by you to us;
- 1.1.99.4 any actions taken by us at your insistence or direction;
- 1.1.99.5 your failure to comply with applicable law; or
- 1.1.99.6 property damage caused by you or your Vehicle.

THIS CLAUSE 0 ONLY APPLIES IF YOU ARE NOT A CONSUMER

Subject to clause 0, we shall not and our employees, agents and sub-contractors shall not, be responsible for any business loss or damage including without limitation, for any special, indirect or consequential loss, loss of profits, loss of revenue, loss of business, loss of opportunity, loss of contracts, loss of anticipated savings, loss of enjoyment, loss of data, loss of goodwill or for any wasted expenditure.

INDEMNIFICATION

You agree to fully reimburse us, in respect of all losses, actions, claims, demands, liabilities and reasonable costs and expenses suffered or incurred by us, as a result of: your failure to abide by or fulfil your obligations under, the Evology Terms of Use; your failure or inability to use the Evology Apps, the Evology Website and/or the Evology Services correctly or follow our instructions including without limitation, when connecting or disconnecting to a Charge Point when using Evology Charging; any errors or omissions in any information, instructions or documentation provided by you to us, any payment processor or Car Park Provider; any actions taken by us at your insistence or direction; your failure to comply with applicable law; property damage caused by you or your Vehicle(s); and your infringement of any of our or anyone else's Intellectual Property Rights.

VARIATION

Evology reserves the right to vary the terms of these Evology Terms and Conditions at any time. Nothing said or done by any of our representatives is capable of varying these Evology Terms and Conditions.

WAIVER

If we fail at any time during the term of your agreement with us, to insist upon strict performance of any of your obligations under your agreement with us or any of these Evology Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under your agreement with us or any of these Evology 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.

SEVERANCE

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to your agreement with us may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

INSURANCE

Please note, we shall ensure public liability insurance cover remains in place during the term of your agreement with us with a limit of at least £1 million in respect of any one claim.

ENTIRE AGREEMENT

THIS CLAUSE 0 DOES NOT APPLY IF YOU ARE A CONSUMER

These Evology Terms and Conditions and any document expressly referred to in them, constitute the entire understanding between us in relation to their subject matter.

We each acknowledge and agree that, in entering into your agreement with us, neither of us has relied on any warranty or representation given by the other or implied from anything said or written in negotiations between us prior to entering into such agreement except as expressly set out in these Evology Terms and Conditions or any document expressly referred to in them.

GOVERNING LAW AND JURISDICTION

Your agreement with us will be governed by, construed and interpreted in accordance with, English law. If you are a consumer, you may have rights to bring court proceedings in the courts of the country in which you are domiciled. Otherwise, to the fullest extent permitted by law, you and we shall bring all court proceedings in the courts of England.

DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Evology Terms and Conditions:

“ANPR”: has the meaning in clause 1.1.59;

“Booked Car Park”: means the Car Park specified in your Booking and to which the Booking relates;

“Booking”: means a booking for parking at a Car Park via Evology Pre-book;

“Booking Confirmation Email”: means the email sent to you confirming your Booking;

“Booking Order”: means an order for a Booking;

“Car Park”: means any parking facility managed by us for the parking of Vehicles;

“Car Park Provider”: has the meaning in clause 0;

“Car Park Terms and Conditions”: means the terms and conditions of parking which apply at a Car Park, which may differ from Car Park to Car Park;

“Charge Point”: means our equipment with the capability and functionality to charge your Electric Vehicle's battery with electricity;

“Cooling-off Period”: has the meaning in clause 1.1.69;

“Data Protection Laws”: means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

“Designated Charging Bay”: means the Parking Space allocated to you in order to enable you to park your Electric Vehicle and make use of Evology Charging;

“Driver”: means the driver of a Vehicle, who enters into a Parking Contract with the Car Park Provider;

“Electric Vehicle”: means a vehicle, which is constructed to carry up to 8 passengers powered either partly or fully by an electric motor;

“EV Card Payment System”: means the point-of-sale payment machine installed at or in the Charge Point that is used by you to pay us by payment card for Evology Charging;

“EV Charges”: means the charges incurred by you for making use of the Charge Points;

“Evology Access”: has the meaning set out in clause 1.1.4;

“Evology Access Parking Space”: means a Parking Space designated for motorists with specific needs, where Evology Access services are being provided;

"Evology Apps": means the Evology application software including without limitation the Evology Charging app and the Evology Parking app;

"Evology Charging": has the meaning set out in clause 0;

"Evology EULA": means the Evology End User Licence Agreement;

"Evology Parking": has the meaning set out in clause 0;

"Evology Pay": has the meaning set out in clause 1.1.5;

"Evology Permit": has the meaning set out in clause 1.1.7;

"Evology Platform": means the Evology Apps and the Evology Website;

"Evology Pre-book": has the meaning set out in clause 1.1.6;

"Evology Services": has the meaning set out in clause 0;

"Evology Terms of Use": has the meaning set out in clause 0;

"Evology Website": means www.evologyparking.com and all sub-domains or as notified to you on registration and thereafter from time to time;

"Intellectual Property Rights": means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Login Details": has the meaning set out in clause 0;

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

"Parking Charge": means a charge you are required to pay for breaching the Car Park Terms and Conditions;

"Parking Contract": has the meaning in clause 0;

"Parking Instance": means the specific details of an individual Parking Contract;

"Parking Period": means the date on which, and the period of time within which, you are entitled to park;

"Parking Tariff": means the tariffs payable by an Evology account holder in order to park at a Car Park which is payable to the Car Park Provider in accordance with a Parking Contract;

"Parking Space": means a parking space in a Car Park;

"SMS": means a text message sent by us to you relating to your Evology account;

"SMS Notification Fee": means the fee charged for each SMS sent by us to you as more particularly set out at the time you opt-in and thereafter, as notified to you in accordance with clause 0, should it vary from time to time;

"Special Promotion": means a marketing or sales promotion;

"Transaction Charges": has the meaning set out in clause 0;

"Transaction Fee": means the cost of processing a transaction on Evology Parking;

"UK GDPR": means the provisions of the General Data Protection Regulation (EU) 2016/679 retained by the United Kingdom;

"VAT": means Value Added Tax;

"Vehicle": means a vehicle which is constructed to carry up to 8 passengers including without limitation, any Electric Vehicle;

“Virus”: means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

“Vulnerability”: means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability and **“Vulnerabilities”** shall be construed accordingly; and

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

Clause headings shall not affect the interpretation of your agreement with us.

Any obligation on you not to do something includes an obligation not to allow that thing to be done.

A reference to writing or written includes email.