



## ParkVia Website Terms of Use

### What's in these terms?

These are our **Website Terms of Use**, and they tell you the rules for using our website, [www.parkvia.com](http://www.parkvia.com). They apply to all visitors to our website.

Click on the links below to go straight to more information on each area:

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## 1. Definitions

In these terms, capitalised words and phrases have the following meanings:

<b>“Account”</b>	the account that we create for you on our site when you make a booking.
<b>“Booking Terms”</b>	the terms that apply to your booking, which are either: <ul style="list-style-type: none"><li>• the <a href="#">Booking T&amp;Cs (ParkVia)</a>, if your booking will be fulfilled by ParkVia; or</li><li>• the <a href="#">Booking T&amp;Cs (Third Party Provider)</a>, if your booking will be fulfilled by a Third Party Provider.</li></ul>
<b>“Third Party Provider”</b>	the third party parking provider that supplies a car parking space or other travel services 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. Who we are and how to contact us

We are ParkVia, which is a trading name of ParkCloud Ltd, a company registered in England and Wales with company registration number 06557569 and registered office at 55 Spring Gardens, Manchester 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.

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

## 3. By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

These terms form a contract between you and us (ParkVia), which is separate to any booking that you may make on our site. We recommend that you print a copy of these terms for future reference.

When you make a booking on our site, there are other terms and conditions that apply to your booking (please refer to [4. Booking Terms](#) below).

## 4. Booking Terms

On our site, we advertise car parking spaces that are provided either directly by us (ParkVia) or by our trusted Third Party Providers. Before you complete your booking, we will inform you on the site whether your booking will be fulfilled by us or by a Third Party Provider.

### 4.1 If your booking will be fulfilled by ParkVia:

The terms that apply to your booking are the [Booking T&Cs \(ParkVia\)](#). These terms form a contract between you and ParkVia when your booking is confirmed.

#### 4.2 If your booking will be fulfilled by a Third Party Provider:

The terms that apply to your booking are the [Booking T&Cs \(Third Party Provider\)](#). These terms form a contract between you and the Third Party Provider when your booking is confirmed. We act as a booking agent and enter into the contract with you on behalf of the Third Party Provider, but ParkVia is not a party to that contract.

#### 4.3 Other terms and conditions

Whether your booking will be fulfilled by us or a Third Party Provider, there may be other terms and conditions that apply to your use of the car parking space (or other services) that you have booked. These may be provided to you upon completion of your booking, or they may be displayed on location (for example, on display boards at a car park). These other terms and conditions form a part of your contract and you must comply with them.

### 5. **Privacy**

Your privacy is important to us and we take the security of any personal information that you provide to us via our site seriously.

For information about your privacy on our site, and how we use your personal information, please refer to our [Privacy Policy](#). For information about how we use cookies and similar technologies on our website, please refer to our [Cookie Policy](#).

If you have any questions or concerns about your privacy, or our use of your personal information, please contact us using the details above.

### 6. **Changes to our terms and our site**

We amend these terms and our Booking Terms from time to time. Every time you wish to use our site, please check these terms and our Booking Terms to ensure you understand the terms that apply at that time. These terms were most recently updated in February 2020.

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### 7. **Registering an account**

#### 7.1 Account creation

When you make a booking on our site, we will create an Account for you to help you manage your booking and keep your details up-to-date. Instructions on how you can access your Account will be provided to you with your booking voucher.

You must be aged 16 or over to create an Account and make bookings on our site. By creating an Account and/or making any bookings on our site, you warrant and represent to us that you are at least 16 years of age.

You can manage your account, and any bookings that you make on our site, via the [Manage My Booking](#) page on our site.

## 7.2 Valid email address

In order to create an Account for you, we will require you to provide us with certain information including your name and email address. You must provide us with a valid email address that you access regularly, so that we can contact you with important information about your Account and/or any bookings that you make.

We may ask you to validate your Account by taking an action to confirm your email address, and we reserve the right to reject or remove any Accounts and any bookings associated with an Account where we are unable to verify that a valid email address has been provided.

## 7.3 Rejection and removal of Accounts

We reserve the right to refuse use of or access to any Account to anyone for any reason, at our absolute discretion. If we do this, and you need to contact us about an existing booking, please contact us on the details above.

## 7.4 Keep your Account credentials safe

When an Account is created for you, you will be provided with (or asked to provide to us) credentials to enable you to access your Account. This may include a booking reference, or a username and password.

You must keep these credentials confidential and not disclose them to any other person. We reserve the right to disable any Account credentials, whether chosen by you or allocated by us, at any time, if we suspect any fraudulent or unauthorised use, or if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your Account credentials, or you become aware of any other breach of the security of your Account, you must immediately notify us by contacting us at the details above.

If you disclose your Account credentials to any other person, you acknowledge and agree that they are authorised to act as your agent for the purposes of using (and/or transacting via) your Account. We will not be responsible for any unauthorised use of your Account where you have not kept your Account access details confidential, including where you have disclosed them to another person.

## 8. **Content on our website**

### 8.1 How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8.2 Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

Customer reviews and testimonials and any ratings displayed on our site do not represent the views or opinions of ParkVia and we cannot guarantee their accuracy or legitimacy.

## **8.3 We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

## **8.4 Our trade marks are registered**

"PARKVIA", the ParkVia logo and the ParkCloud logo are EU registered trade marks of ParkCloud Ltd. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under these terms.

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

### **9.1 Whether you are a consumer or a business user:**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

These terms only apply in respect of your use of our site. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of services to you, which are set out in our Booking Terms.

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you access our site wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

### **9.2 If you are a business:**

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- your use of, or inability to use, our site; or
- your use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

### 9.3 If you are a consumer:

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by complying with these terms or by following our advice to apply an update offered to you free of charge, or for damage that was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements advised by us.

### 9.4 We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 10. **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the details above.

11. **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.