

En Route Parking Driver Agreement



1. These Terms
 - i. En Route Parking Limited (trading as En Route Parking) ("us", "we" or "En Route") provides a website and associated services connecting our En Route Parking registered owners who have parking spaces for vehicles ("Owners") with those seeking to book such parking spaces ("Services"). These terms and conditions apply to all Services provided or arranged by En Route Parking to or for you, the recipient of the Services ("Driver" or "you").
 - ii. These terms and conditions will apply at any time when you use this website ("Website") or any other method of accessing the Services. By continuing to use the Website or the Services you accept these terms and conditions and they will apply to the agreement between you and us (the "Agreement").
 - iii. This Agreement governs the relationship between us and you. When you use the Services we are providing you with the means to enter into individual, direct contracts with Owners to park in the Owner car parking spaces ("Parking Spaces"). When making bookings for Parking Spaces using the Services ("Bookings") and using the Parking Spaces you are entering into individual, direct contracts with the Owners. You will be bound by your obligations under this Agreement and any additional obligations included in a listing relating to Parking Spaces. Unless we are the Owner of a Parking Space (either by virtue of owning the land of Parking Spaces or by leasing or licensing the land of Parking Spaces or by any other agreement relating to the land of Parking Spaces under which we act as Owner of the Parking Spaces for the purposes of the Agreement), we are not a party to the agreement between you and the Owner and we will not be liable to you, the Owner or any third party for any breach of obligations in relation to the Parking Spaces whether set out in this Agreement, in any listings relating to Parking Spaces or otherwise. We simply facilitate the payment for your use of the Parking Spaces, provided by Owners. Where we do either own, lease or license Parking Spaces, we will be liable to you as Owner of those Parking Spaces in accordance with the En Route Parking Owner Agreement.
 - iv. These terms and conditions may be amended from time to time as we continually develop the services we provide. We may amend this Agreement by posting the amended terms and conditions on our website www.enrouteparking.com/driver-agreement/. These amended terms and conditions would take effect 7 days following being posted. Should you no longer wish to use the Services you can simply stop using the Services. You can also log out from your account with us ("Account") and can contact us by emailing info@enrouteparking.com and request that we deactivate your Account. Any amendments or new terms and conditions will be available on our Website. The terms and conditions on the Website at the time you enter into a Booking for Parking Spaces or use any other Services will be the ones that apply. You may terminate this Agreement if you do not wish to be bound by any such amendments but

by continuing to use our Website or Services you will be deemed to have accepted the new terms.

- v. This Agreement is with you, the person using the Services. You will comply with the terms of this Agreement and any additional restrictions in relation to the Parking Spaces. If you allow another person to make use of a Booking you have made (and park in a Parking Space) you agree you will remain responsible for the Booking and the use of that Parking Space.

2. Registration

- i. In order to make a Booking you must register an Account as set out at www.enrouteparking.com.
- ii. Once you have created an Account you will need to provide us with the registration number of the vehicle you are making the Booking for and any other relevant additional information we may need from you.
- iii. Booking confirmations and other relevant information in relation to the Services will be sent to the email address you give us ("Booking Confirmation").
- iv. Please make sure this is correct, as we will not be responsible if this email address is incorrect and you do not receive a Booking Confirmation or other information from us that you might be expecting. If you notice that your email address is incorrect please contact us to correct this.

3. Appointment as Agent for Bookings

- i. You appoint us as your agent for the purposes of forming binding agreements between you and the Owner in relation to Bookings. The Owner grants you a licence to use the Parking Spaces to which a Booking relates for the period of that Booking ("Booking Period") and you also appoint us to collect your charges in relation to the Booking on behalf of the Owner.
- ii. At the time we confirm the Booking and receive payment from you (see clause 4 below), a binding agreement will be formed between you and the Owner. The agreement between you and the Owner will include the relevant terms and conditions of these terms and conditions and will also include any additional restrictions relating to Parking Spaces, included in a listing for those Parking Spaces.

4. Enquiries, Bookings and Payment

- i. General
 - 1. If you wish to use Parking Spaces advertised on the Website you will be able to do so by booking a Parking Space through the Website.
- ii. Bookings
 - 1. You will be able to see Parking Space availability against the listing. If the dates you require are available you may select the required dates and times.
 - 2. Once you have selected the required dates and times we will request payment from you. We will also ask you to confirm that you accept the terms of this Agreement and any additional terms for the Parking Spaces that are set out in the listing.
 - 3. Once we have received payment and you have accepted the terms of this Agreement, your Booking will be confirmed and you will have entered a binding agreement with the Owner for the use of their Parking Spaces. We will provide

you with a Booking Confirmation which (if provided via email) will include a contact telephone number for the Owner together with detailed instructions relating to the Booking including the Booking Period.

- iii. Payment On Booking
 - 1. For all Booking Periods we request payment from you for the full amount due in respect of your Booking at the time of booking.
 - 2. We are authorised by the Owner to accept payment from you on the Owner's behalf.
- 5. The Licence for the Booking Period
 - i. You are only permitted to use the Parking Spaces during the Booking Period.
 - ii. Each Booking is only valid for the vehicle you entered details for when making the Booking. If you wish to change the vehicle you are parking, you may amend your Booking by logging in to your Account and selecting the 'amend booking' button for that particular Booking. You can amend a Booking at any point prior to the start of the Booking Period.
 - iii. During your Booking, if you have any concerns or queries about the Parking Spaces you must contact the Owner using the contact telephone number provided on your Booking Confirmation email.
 - iv. Upon arrival at the Parking Space at the start of your Booking Period, you should inspect the Parking Space and ensure you are satisfied that it meets the description on the Website. If you are not satisfied you must contact the Owner immediately.
 - v. Unless the Owner has agreed to a later departure time or a further Booking Period (with such agreement being made through En Route Parking Services) you will be liable to pay the full price for any additional time stayed.
 - vi. You agree to take notice of the access times of the Parking Spaces of your Booking. It may be that you will not be able to access your vehicle outside the specified access time stated on the Website and in your Booking Confirmation email.
- 6. Complaints and Disputes
 - i. You agree that if you have any dispute with an Owner concerning them or their Parking Spaces during the Booking Period you will resolve it in the first instance by directly communicating with the Owner.
 - ii. In the event that a dispute cannot be resolved with the Owner directly, you may refer the dispute to us or make a complaint. Similarly, an Owner may refer a dispute to us. We are under no obligation to resolve any disputes between you and an Owner. We may seek to resolve the dispute between you and an Owner and we may require that you make a further payment to the Owner. Or we may require that the Owner refund payments it has received in relation to the relevant Booking to you.
 - iii. In the event that we determine that an Owner should make a refund or other payment to you and if we are holding funds on behalf of the Owner we may make the refund on the Owner's behalf (but we are not under an obligation to do so). You must raise any dispute with us as soon as possible. If the Owner has collected payment directly or if we have passed on your payment to an Owner then you are responsible for recovery from the Owner.

- iv. If at any point the Owner is, or is controlled by, En Route Parking we will use an independent third party to assist with any dispute.
 - v. You agree that the provisions in this clause will survive any termination of this Agreement.
7. Cancellation and Termination
- i. If you want to cancel a Booking you must do so through the cancellation policy www.enrouteparking.com/cancellation-policy which may be updated from time to time ("Cancellation Policy").
 - ii. To cancel a Booking you must log into your Account and process the cancellation through the Website in accordance with the Cancellation Policy. Cancellation of a Booking will take effect at the point you receive an acknowledgment of such cancellation from us.
 - iii. If you fail to cancel a Booking in accordance with the Cancellation Policy you will be liable for the full amount of the fees payable to the Owner in relation to your Booking.
 - iv. Bookings may also be cancelled by the Owner or En Route Parking in accordance with the Cancellation Policy.
8. Your obligations
- i. You:
 - 1. Agree to observe and act in accordance with this Agreement;
 - 2. Will not use Parking Spaces or deal with the Owner in any way which could be deemed to be harmful to the business or reputation of En Route Parking;
 - 3. Will not attempt to book any Parking Spaces advertised on our Website other than through the booking procedure described in clause 4;
 - 4. Will provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid; and
 - 5. Where applicable, only provide us with credit or debit card details for an account which is yours and which you are authorised to use to make payments.
 - ii. You agree that you will not create any false account with En Route Parking or use your account for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings or money laundering.
 - iii. You agree that you have primary responsibility for your own safety and the safety of your vehicle during the Booking. The Owner is not responsible for ensuring the safety of you or your vehicle.
 - iv. You shall not allow any vehicle other than the vehicle specified in the Booking Confirmation to occupy the Parking Spaces at any time during the Booking Period. Your agreement with the Owner in relation to the Booking is personal to you and the Owner. If anyone other than you is using the Parking Space for the Booking Period, you agree you will remain responsible for the Booking and the use of the Parking Spaces.
 - v. In relation to your Booking with the Owner you will:
 - 1. Keep the Parking Space clean, tidy and clear of rubbish and leave the Parking Space in the same condition as you find it;
 - 2. Park the vehicle in the Parking Space without obstructing any adjoining or nearby parking spaces, property or exits;

3. Notify the Owner and En Route Parking of any damage to the Parking Space during the Booking Period as soon as it occurs;
 4. Not do or permit to be done on the Parking Space anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Owner or to the owner or occupier of neighbouring properties;
 5. Not conduct any illegal or immoral activity from the Parking Space;
 6. Not conduct any business or commercial activity whatsoever from the Parking Space; and
 7. Not use the Parking Space for any purpose other than for parking.
 - vi. You acknowledge that the Parking Space is someone else's property and you agree not to access any other part of the property to which the Parking Space is attached other than those with public access for business operational purposes.
9. Termination and suspension
 - i. If you do not comply with the terms of this Agreement we may suspend or close your Account and you will not be able to use our Services (including making Bookings). We may also cancel a Booking in accordance with our Cancellation Policy if you do not comply with the terms of this Agreement including your payment obligation in clause 4, and may at our discretion close your Account and terminate this Agreement.
 - ii. If we suspend your Account or access to the Website for any reason, we may refuse to provide you with any Services including the right to make any further Bookings. If you attempt to circumvent this clause by attempting to create a new account, we reserve the right to terminate this Agreement and any existing Account you may have.
 - iii. Upon termination you will no longer be able to use our Services or make Bookings through us. If, when we terminate this Agreement, you have any outstanding Bookings for which you have made pre-payment you may be refunded in accordance with the Cancellation Policy.
 - iv. In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing Bookings or the consequences of any previous Booking (including terms relating to fees, disclaimers, liability and damage).
10. Our liability to you under this Agreement
 - i. If you choose to use the Website and Services, you do so at your sole risk. You acknowledge and agree that En Route Parking does not have an obligation to conduct background checks on any Owners. The Website and Services are provided "as is". En Route Parking makes no promises that the Website or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. En Route Parking makes no promises regarding the quality of the Services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Website or Services.
 - ii. You are solely responsible for all of your communications and interactions with other users of the Website or Services and with other persons with whom you communicate or interact as a result of your use of the Website or Services, including, but not limited to, any Owners. You understand that En Route Parking does not make any attempt to verify the statements of users of the Website or Services or to review or visit any Parking

Spaces. You agree to take reasonable precautions in all communications and interactions with other users of the Website or Services and with other persons with whom you communicate or interact as a result of your use of the Website or Services, including, but not limited to Owners.

- iii. If we breach these terms or are otherwise liable to you for any other type of claim, we shall only be liable to you for losses up to the greater of: a) the amount paid by you to us in relation to the Booking giving rise to the dispute between us; or b) £100.
- iv. We are not responsible for: (i) losses not caused by our breach; (ii) indirect losses (which means loss to you which is a side effect of the main loss or damage, and where you and we could not have reasonably expected that loss would arise at the time of entering into these terms); (iii) any loss arising as a result of the accuracy, timeliness, completeness or usefulness of any information; or (iv) failure to provide the Services or to meet any of our obligations under these terms where such failure is due to events beyond our control (for example a network failure).
- v. You have certain rights under the law. Nothing in these terms (including this section) is intended to or will affect these statutory rights. You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Website and Services and responsibility for the Parking Spaces and fulfilment of a Booking lies solely with the Owner.

11. General

- i. No term of this Agreement will be enforceable by any person that is not a party to it including (if you are domiciled in the UK) any enforcement through the Contract (Rights of Third Parties) Act 1999. For clarity, this clause does not affect the enforceability of the rights and obligations between you and the Owner under the contract you enter into with the Owner (in accordance with clause 3(ii) of this Agreement).
- ii. You acknowledge that we may transfer our rights under the terms (and any related claims) to any third party without having to obtain your prior permission provided that this will not affect the standard of services you receive under this Agreement and that we notify you of the date on which we will transfer our rights and obligations under this Agreement to another legal entity. Your only rights under or in connection with this Agreement will be against the new legal entity and not against us.
- iii. You agree that these terms are fair and reasonable in all the circumstances. However if any part of these terms are disallowed or found to be ineffective by a court or regulator, the other provisions shall continue to apply.
- iv. If you breach these terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- v. You agree that your right to access and use the Services is also subject to applicable law.

12. Confidentiality

- i. Except as otherwise agreed in these terms and conditions, each party agrees with the other to keep secret and not share (except for with its employees, advisers and contractors) any confidential information it receives from the other party through the Services.

13. Governing Law and Jurisdiction

- i. This Agreement shall in all respects be governed by the laws of England. We both agree to submit to the non-exclusive jurisdiction of the English courts, which means: (i) that if you live in the EU, you may enforce your rights in connection with these terms in the EU member state in which you live; or (ii) if you live in any other jurisdiction which gives you mandatory consumer protection rights, you may enforce your rights in connection with the terms, in accordance with such rights.