

En Route Parking Owner Agreement



1. These Terms
 - i. En Route Parking Limited (trading as En Route Parking) ("us", "we" or "En Route Parking") provides a website and associated services ("Services") connecting those seeking to book parking spaces for vehicles ("Parking Spaces") with our En Route Parking registered owners who own or operate such parking spaces ("you" or the "Owners").
 - ii. These terms and conditions will apply at any time when you use this website ("Website") or any other method of accessing the Service. 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 En Route Parking and you. When you use the Services we are providing you with the means to enter into individual, direct contracts with Drivers to park in your parking spaces ("Parking Spaces"). When accepting bookings for Parking Spaces using the Services ("Bookings") and allowing Drivers to use your Parking Space(s) you are entering into individual, direct contracts with the Drivers. You will be bound by your obligations under this Agreement and any additional obligations included in a listing relating to Parking Spaces. We are not a party to the agreement between you and the Drivers and we will not be liable to you, the Drivers 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 between you and the Drivers for the use of the Parking Spaces provided by you.
 - 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/owneragreement. 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 requirements in relation to Parking Spaces. If you allow another person to assist with managing Bookings

or Parking Spaces you agree you will remain responsible for the Bookings and the Parking Spaces.

2. Services and listing

- i. In order to take Bookings for your Parking Spaces you must register your details as set out on the Car Park Owner Registration Document.
- ii. We may advertise your Parking Spaces on our Website and provide information to Drivers and prospective Drivers who may wish to use your Parking Spaces.
- iii. You will be required to provide information for your listing for the Website. In your listing you agree to provide all relevant information about the Parking Spaces including:
 1. the address and a full description of the Parking Spaces;
 2. the number of Parking Spaces available on a daily basis;
 3. any restrictions on the types of vehicles that are suitable for the Parking Space;
 4. any other information or restrictions which apply to the Parking Spaces (including, for example, any access restrictions) which Drivers should be aware of before booking the Parking Spaces.
- iv. You are also required to provide us with information before we will list the Parking Spaces including your name, address and telephone number.
- v. You must provide us with any other information relating to you or the Parking Spaces as we may reasonably request at any time and we may also ask you to clarify any information you have provided. This may include any contracts relating to your rent or ownership of the Parking Spaces.
- vi. You are responsible for the accuracy of all information in your listing and any information you provide to us in relation to a Booking. You may be liable to the Drivers if the information you provide is inaccurate, incomplete or misleading in any way.
- vii. We reserve the right to conduct a physical inspection of the Parking Spaces on reasonable prior notice and may remove your listing if the Parking Spaces do not conform to the information you have provided or our standards, or we believe you to be in breach of your obligations under clause 8 (Your obligations).
- viii. In addition to advertising the Parking Spaces, we may be entitled to send promotional emails to Drivers (where we have the correct permissions to do so) and provide such information about your Parking Spaces as we may deem appropriate to promote En Route Parking or your Parking Spaces.
- ix. We may refer to you or your Parking Spaces at any time in the future to publicise ourselves or our Website.

3. Appointment as Agent

- i. You appoint us as your agent for the purposes of forming binding agreements between you and the Drivers in relation to Bookings. You grant a licence to Drivers to use the Parking Spaces to which a Booking relates for the period of that Booking ("Booking Period"). You also appoint us to collect your fees in relation to the Booking from the Drivers.
- ii. At the time the Booking of Parking Spaces is confirmed and payment is received from the Driver (in accordance with clause 4 below), a binding agreement will be

formed between you and the Driver. The agreement between you and the Driver will include the relevant terms and conditions of these terms and conditions and will also include any additional restrictions relating to your Parking Spaces if listed by you in accordance with clause 2.

- iii. You may not incorporate any additional terms into the agreement between you and the Drivers other than the restrictions clearly included in your listing.
4. Bookings, payment and our charges
- i. The Website will list your Parking Spaces based on the dates and times specified by you on the Car Park Owners Registration Document. These will be listed for the term as specified within the aforementioned document.
 - ii. Bookings
 1. Your Parking Spaces will be available for Drivers to book through the Website. Your Parking Spaces will be treated as available unless you inform us otherwise. It is your responsibility to ensure that you inform us of any dates your Parking Spaces will not be available for booking. If the availability changes at any time you must notify us as soon as practicable. Based on the availability information you have provided to us we will tailor the Website listing for your Parking Space. If you have not informed us that your Parking Spaces are unavailable for a particular date or time then you may be liable to pay the reasonable costs of alternative arrangements for Drivers who make a booking for such date and time (up to a maximum of £250). Where this happens we may either deduct money directly from your En Route Parking account or pay the reasonable costs of alternative arrangements to Drivers ourselves and recover this money from you afterwards.
 2. You agree that we will manage the entire booking process and you authorise us to accept a booking for an available date without further reference to you. We will take payment from Drivers on your behalf at the time of Booking as set out below.
 - iii. Payment
 1. Once a Booking has been accepted in accordance with this clause 4 we will request payment from Drivers. Once we have received the necessary payment from the Drivers, you will have entered into a binding agreement with the Drivers to allow the Drivers to occupy the Parking Space during the Booking Period (as set out in our email confirming a booking ("Confirmation Email")). We will confirm a Booking to you as soon as practicable.
 2. En Route Parking Payments
 1. For all Booking Periods we request payment from Drivers of the full amount due in respect of the Booking at the time of booking.
 2. You authorise us to accept and hold such payments on your behalf. We will forward the amount owed to you from Drivers within 48 hours after the start of the Booking Period.
5. Parking Spaces and Licence for the Booking Period

- i. Before any Booking Period you must ensure that the Parking Spaces are in a satisfactory condition and complies with the information given in your listing.
 - ii. Unless you have agreed to Drivers being given a later departure time or further Booking Period (which must be agreed through the En Route Parking Services), if a Driver stays longer than the Booking Period, Drivers will be liable to pay the full price for any additional time stayed. If Drivers do stay for such an additional period you authorise En Route Parking to collect payment of any such additional fees from Drivers on your behalf.
 - iii. You represent and confirm that you own the Parking Spaces or are authorised to allow third parties to use the Parking Spaces (including having the necessary permission from any relevant land owners, landlords, tenant, condominium association and / or other third parties to offer the Parking Spaces for use by Drivers) and that the licence for Drivers to use Parking Spaces during the Booking Period will comply with all applicable laws, rules and regulations that may apply to the Parking Spaces, including but not limited to parking laws, tax requirements and laws governing rental of or licenses to use residential and other properties. If you are in any doubt you should check the terms of your lease (or sublease), freehold title, mortgage, deed of trust, condominium documents or any other documents to ensure that you are able to grant a licence to use the Parking Spaces.
 - iv. You agree to notify us immediately (and provide copies where requested) upon receiving any notice, or correspondence from any governmental authority, landlord or condominium association (or other persons who control any condominium of which the Parking Spaces are a part) in connection with your use of the Parking Spaces for the Services. Following such notice we reserve the right to terminate this Agreement and remove the Parking Spaces from the Website.
 - v. We will not be liable to you, Drivers or any other third party if you do not have the necessary authority referred to in clause 5 iii.
6. Complaints and Disputes
- i. You agree that if you have any dispute with a Driver concerning your Parking Spaces or any use of the Parking Spaces you will attempt to resolve it in the first instance by directly communicating with the Driver.
 - ii. In the event that a dispute cannot be resolved with the Driver directly, you may refer the dispute to us or make a complaint. Similarly, a Driver may refer a dispute to us. We are under no obligation to resolve any disputes between you and a Driver. However, we may seek to resolve the dispute between you and a Driver and we may require that a Driver makes further payment to you. Or we may require that you refund payments you have received from the relevant Booking.
 - iii. You agree that if we determine that you should make a refund or other payment to a Driver, you will be responsible for these amounts and we may use any funds we are holding on your behalf in order to settle a dispute, or En Route Parking may settle the amount owed to the Driver directly with the Driver and then seek the funds from you.

- iv. You agree that the provisions in this clause will survive any termination of this Agreement.
7. Cancellation
- i. If you want to cancel a Booking you must do so through the cancellation policy which may be updated from time to time ("Cancellation Policy"). To cancel a Booking you must contact us in writing by email giving a minimum of 72 hours notice of cancellation. Cancellation of a Booking will take effect at the point you receive an acknowledgment of such cancellation from us.
 - ii. Furthermore, you agree that if a Driver wishes to cancel a booking they may do so through us and our Website and we will act as your agent in dealing with any cancellation. If we are required to process a cancellation we will do so in accordance with the Cancellation Policy.
 - iii. If we have received any payments in respect of a booking before a Booking Period begins and such booking is subsequently cancelled by you or the Driver, you authorise us to refund the Driver from any payments we are holding on your behalf. Where you have received payments you are required to refund the Driver in accordance with the Cancellation Policy.
 - iv. We reserve the right to cancel your account and terminate this agreement if you do not refund a Driver within the timeframes specified in the Cancellation Policy. You agree that you will be responsible for such refunds and that we may use any funds we are holding on your behalf in order to refund a Driver, or En Route Parking may settle the refund owed to the Driver directly with the Driver and then recover this money from you afterwards.
8. Your obligations
- i. You must:
 - 1. honour all bookings with Drivers and ensure that the Parking Spaces are available for the duration of the Booking Period;
 - 2. not obstruct Drivers or prevent Drivers from parking in the Parking Spaces and not allow any vehicle, other than the vehicle detailed in the Booking to use the Parking Spaces during the Booking Period;
 - 3. not deliberately do, or omit to do, anything which will or is likely to put the Drivers or their vehicles at risk;
 - 4. provide your Parking Spaces in accordance with the details and information set out in your listing;
 - 5. ensure that all information about your location and your Parking Spaces that you provide to us for inclusion on the Website is true and accurate in all respects and could not in any way be construed as misleading to Drivers;
 - 6. ensure that the Parking Spaces are clean, tidy and clear of rubbish at the start of the Booking Period.
 - 7. deal with all Drivers in a professional and courteous manner and in such a way as to not cause any harm or damage to our reputation;
 - 8. be available by telephone or email prior to or at the commencement of the Booking Period to direct Drivers to the Parking Spaces;

9. Subject to clause 6 use your best endeavours to settle any disputes that may arise during a Booking Period including taking such action as is necessary to bring the dispute to a satisfactory conclusion as soon as practicable so that Drivers may still fulfil his booking.
 - ii. You agree that you will not create any false account with En Route Parking for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent bookings or money laundering.
 - iii. You agree to use En Route Parking as your exclusive agent for the purposes of making and accepting bookings from Introduced Drivers. For the purposes of this clause an "Introduced Driver" means any person or company who a) has made a booking for your Parking Spaces through En Route Parking; or b) has made an enquiry about your Parking Spaces through En Route Parking (whether or not such person or company completed a booking); or c) has become aware of you or your Parking Spaces as a result of your listing with En Route Parking or d) has made you aware of their need for parking through En Route Parking whether or not in any of the above scenarios such person or company completes a booking with you or a third party. You will not attempt to make a booking for your Parking Spaces with an Introduced Driver other than through the booking procedure described in clause 4.
9. Bank account details and PayPal
 - i. In order to register an account you are required to provide us with bank account details to enable us to make payments to you. If you do not provide us with bank account details or link to a PayPal account we will not be able to make payments to you.
10. Termination and suspension
 - i. If you do not comply with the terms of this Agreement (including but not limited to not complying with the Cancellation Policy or not having the right to offer Parking Spaces to Drivers) we may suspend or close your Account and you will not be able to use our Services (including taking and accepting Bookings).
 - ii. If we suspend your Account for any reason, we may refuse to provide you with any Services including the right to take or accept any further Bookings.
 - iii. If we suspend or terminate your Account, upon termination you will no longer be able to use our Services or take or accept Bookings through us. If you have any outstanding Bookings for which Drivers have made payment directly to you, you must refund those Drivers for those Bookings in accordance with the Cancellation Policy and the Bookings cannot proceed. The terms of this Agreement will continue to the extent they relate to existing consequences of previous Booking (for example terms relating to fees, liability and damage).
 - iv. You may also terminate this Agreement at any time, but if you terminate this Agreement you agree to honour any outstanding Bookings at the time of termination. From the date of termination we will not confirm or accept any new bookings for the Parking Spaces but the Agreement will continue in respect of those outstanding Bookings.
11. 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 Drivers. 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 Drivers. You understand that En Route Parking does not make any attempt to verify the statements of users of the Website or Services. 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 Drivers, particularly if you decide to meet in person.
- 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 the Driver 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 payment of the fees in relation to Parking Spaces lies solely with the Driver.

12. Data Protection and Data Sharing

- i. Each party shall comply with its respective obligations under the provisions of the data protection legislation (being the Data Protection Act 1998 (or any subsequent legislation including the General Data Protection Regulation (Regulation (EU) 2016/679)) or any regulations statutory instruments made under such legislation). References in this clause 12 to "data processor", "data controller" and "personal data" shall have the meanings defined in the data protection legislation.

- ii. When accepting a Booking we may share details of Drivers with you (Shared Data) via our website. The Shared Data may include a Driver's name, telephone number and car registration. These details are provided to you for the purpose of accepting and fulfilling Bookings. In relation to the Shared Data provided by us, you agree to:
 - 1. Comply with your obligations under the data protection legislation;
 - 2. Provide us with all reasonable assistance as we may require from time to time;
 - 3. Only use the Shared Data for the purpose of accepting, managing and fulfilling Bookings and for security purposes (Agreed Purposes); and
 - 4. Only use the Shared Data for the duration of the Booking.
- iii. The permitted use of the Shared Data expressly excludes (without limitation):
 - 1. Disclosure in breach of the confidentiality obligations in Clause 14 below;
 - 2. Use of the Shared Data for any purposes inconsistent with the Agreed Purposes unless required or permitted by law;
 - 3. Transferring the Shared Data outside of the European Economic Area;
 - 4. Including any element of the Shared Data within any larger data set already held by you; and
 - 5. Washing or integrating any element of the Shared Data against any previous data derived by you from other data washing activity.
- iv. En Route Parking reserves the right upon giving reasonable notice and within normal business hours to inspect (either by itself or through an appointed third party) your systems in order to ascertain compliance with the data protection legislation and the terms of this Agreement. Each party shall bear its own costs of any such inspection, which shall be carried out with the minimum of disruption.
- v. Even where the Shared Data does not constitute personal data for the purposes of the data protection legislation, you shall (for the purposes of this Agreement treat the Shared Data as though it were personal data).
- vi. You shall where you are acting as data controller in relation to Shared Data:
 - 1. Issue notices to data subjects in relation to the Shared Data about your processing of such Shared Data when requested to do so by En Route Parking;
 - 2. Allow En Route Parking to approve and, if En Route Parking deems necessary, to amend any notices given to data subjects in relation to the Shared Data that are required by data protection legislation;
 - 3. Promptly inform En Route Parking about the receipt of any data subject access request;
 - 4. Not disclose the Shared Data with any party other than the parties to this Agreement, the employees and subcontractors of each party who need access to the Shared Data and any other third parties engaged to perform obligations in connection with this Agreement;
 - 5. Ensure that you have in place appropriate technical and organisational measures, reviewed and approved by En Route Parking, to protect against

- unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
6. Provide En Route Parking with reasonable assistance in complying with any data subject access request;
 7. Not disclose or release any Shared Data in response to a data subject access request without first consulting with and obtaining the consent of En Route Parking;
 8. Assist En Route Parking, at the cost of En Route Parking, in responding to any request from a data subject and in ensuring compliance with its obligations under the data protection legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 9. Notify En Route Parking without undue delay on becoming aware of any breach of the data protection legislation;
 10. Not transfer any personal data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
 1. The data subject has enforceable rights and effective legal remedies with regard to the transferred personal data;
 2. The transferring party complies with its obligations under the data protection legislation by providing an adequate level of protection to any personal data that is transferred.
 11. Use compatible technology to that used by En Route Parking for the processing of Shared Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
 12. Maintain complete and accurate records and information to demonstrate your compliance with this Clause 12 and allow for audits by En Route Parking or its designated auditor.
- vii. You shall procure that where you disclose the Shared Data to a subcontractor in accordance with clause 12.6(d) (whether directly or by requesting En Route Parking to grant access to the Shared Data) that such subcontractor shall comply with the terms and conditions set out in this Agreement.
13. Insurance
- i. You will be entirely responsible for any and all insurance that you may require for the purposes of granting any license to use your Parking Spaces.
14. 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.
15. 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 Drivers

under the contract you enter into with the Drivers (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 is 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.

16. Governing Law and Jurisdiction

- i. The laws of England shall in all respects govern this Agreement. 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.