

Meteor Phone Parking Service – Terms and Conditions

1 Terms

- 1.1 The following terms and Conditions (“Terms”) apply to all use of the Meteor Phone Parking Services. By registering with us or using the Meteor Phone Parking Service, you agree to be bound by them, so please read them carefully before going any further.
- 1.2 We are constantly seeking to improve our services and these Terms may therefore be subject to change from time to time. You agree to be bound by any changes, which shall be advised to you by publication here, and shall take effect immediately. If you do not agree with the changes, you may terminate your use of the Services. These Terms were last updated on 30th May 2008.
- 1.3 The Meteor Phone Parking Service provides a method of remote payment for parking services using credit or debit cards only. It is not a contract for parking services. Your contract for parking is still made with the provider of parking services at the location at which you are parking (the “Parking Site”), as advised to you there. The Meteor Phone Parking Service is only available at certain locations and we do not guarantee its availability.
- 1.4 Any queries you have regarding the Meteor Phone Parking Service and/or with the parking services available at any Parking Site should be addressed to Meteor Parking at Meteor, Maybrook House, 97, Godstone Road, Caterham, Surrey, CR3 6RE

2 How to Use the Services

- 2.1 The Meteor Phone Parking Service allows payment by IVR telephone calls (interactive voice response) or by SMS messaging. To use the Meteor Phone Parking Service for the first time, you should call the IVR Service at the number provided to you at the Parking Site. You may do this each time you use the Meteor Phone Parking Service without registering. You will not be able to pay by SMS unless you register with the Meteor Phone Parking Service (see below).
- 2.2 When you call the IVR System it will guide you through the steps necessary to take your parking payment and ask you for your debit and credit card details. Once your payment has been authorised, you will be asked whether you wish certain details to be retained (“Registration”). If you agree, these details will be held securely and used as a template for any further parking payments you make (see “Registration” below). If you register you will not have to repeat this information again on making further payments.
- 2.3 Once you have registered with the Meteor Phone Parking Service using a mobile phone (your “Mobile”), you may make further payments, for parking at the Parking Site for which you have registered, by SMS by sending a message from the Mobile to 61144 as follows:
 - i “park 123 D” (where “123” is your payment card security code found on the reverse side of your card, D= Day or where “W” = week as a duration). This will result in a parking purchase for your Preferred vehicle in your Preferred location);
 - ii “park 123 D KM57ABC” (if you wish to park a vehicle other than your preferred vehicle you may add the vehicle’s registration to the end of your message);
 - iii “park 123 D” EXSTDAV (where “EXSTDA” is a different location code to your normal (preferred) one as displayed at the car park you are using);
 - iv or “park 123 D” KM57ABC EXSTDAV (combining two alternatives)

- 2.4 Payments made by IVR will be confirmed during the call for registered users. Payments made by SMS will be confirmed via an SMS reply message which will include payment confirmation. If you have not used the Meteor Phone Parking Service before or you are not a registered user, you will be asked to text back with your vehicle registration number before receiving a confirmation message.
- 2.5 If you have current valid parking, purchased via IVR or SMS, you may extend your parking session by sending an SMS from the Mobile to 61144 as follows:
"more 123 D" (where "123" is your payment card security code and D= Day or where "W" = week as a duration). This will add the duration specified to your existing parking).
- Your purchase will be confirmed as per a normal "park" message.
- You cannot extend your parking session via the IVR.
- 2.6 Once you have registered you can only change your account setting via the website. The only exception to this is that if you buy parking via the IVR and specify a different payment card then this payment card will become your new registered payment card.
- 2.7 If you send us duplicate SMS messages we will ignore any duplicates. Duplicates are defined as defining the same parking session (combination of location, duration, period and vehicle for the same mobile).
- 2.8 We also offer an opt-in reminder service which alerts you to the expiry of your parking time by an SMS message sent to your Mobile. Using the website you may configure your account such that you receive reminders:
- i Always (one for every parking purchase bought)
 - ii Never
 - iii Prompt. In this case you will be asked each time you park when using the IVR if you would like a reminder for the current purchase. If you are paying via SMS and your account is set to "Prompt" we will never send you a reminder.

If you register as part of an IVR purchase your account will automatically be set to the "prompt" state. You may however change this at any point via the website.

It is only possible to have one outstanding reminder at once. If you currently have an existing reminder you cannot have another until the current reminder expires.

If you choose to receive a reminder this will be sent shortly before your parking is due to expire. If however your parking is scheduled to expire at a time we deem unsociable, we will send the reminder at the latest date before our deemed unsociable period.

If you have a reminder for parking that you have purchased and you extend your parking before the reminder is sent, your reminder will be effectively moved to the extension of your parking.

3 Payment and Charges

- 3.1 By using the Meteor Phone Parking Service, you authorise us to debit your chosen payment card to purchase parking at the Parking Site on your behalf.
- 3.2 Payment for the parking duration requested at the Parking Site will be taken directly from the payment card you have opted to use. The amount of the payment taken will be for the appropriate parking charge displayed at the Parking Site together with the current service charge in force at the location where you have parked plus, if you have opted to receive one, the cost of an SMS reminder. The full payment will appear

on your card or bank statement with the description <“Meteor Phone Parking payment” + (transaction reference) + (date of transaction)>. Information on the relevant parking tariff and Meteor Phone Parking Service charges is displayed at each Parking Site covered by the service.

- 3.3 Calls to the IVR will be charged at local rate, charges from mobile networks may vary. SMS messages will be charged at your standard network rate.
- 3.4 If a payment request is declined by your card issuer or bank you must pay for your parking via an alternative payment card or in cash at the nearest meter. The Meteor Phone Parking Service accepts all major credit and debit cards. A full list of these is available on [www.meteorphoneparking.com] (the “Website”).
- 3.5 It is your responsibility to ensure that your purchase has been successful and confirmed. This will be communicated, depending on circumstance, by SMS or during the IVR call. Confirmation is deemed the point at which you have been told when your parking will expire. You may be told during the process that your payment has been taken but your parking is not confirmed until we have told you the expiry time of your parking.

4 Registration

- 4.1 The Meteor Phone Parking Service operates in a highly secure environment, employs security safeguards and conforms to rigorous financial security standards in order to ensure the integrity of the service and the safety of your details. As a registered user your details will be available only for the approved purpose of services and, if you have opted-in to the update service, updates provided by the Meteor Phone Parking Service. No other use is permitted or allowed.
- 4.2 You may review and edit your registered details by visiting the Website and following the instructions there. Details of your parking via the Meteor Phone Parking Service will also be available for review together with the option to print VAT receipts. In addition you will be able to opt-in to the Reminder service and, should you wish, close your account.
- 4.3 On accessing your details via the website you will be issued with a password which will be sent only to the mobile phone you have registered with the Meteor Phone Parking Service (the “Password”). You may change your Password by accessing the relevant facility within the website. You agree to keep your Password and the associated mobile phone safe and secure and not to share, provide or otherwise communicate this information to another individual for any purpose.
- 4.4 You will be responsible for all use of your details held by the Meteor Phone Parking Service authorised or unauthorised. If you have any reason to suspect that unauthorised use of these details, including the payment card details, has been made you should inform us immediately by contacting us on 0870 0604416. If you have reported your payment card as stolen to the card issuer then the usual safeguards provided by applicable laws in the country concerned will apply. We may choose to suspend your account. You should take appropriate action to amend your details to reflect any change in payment card details before attempting to use the Meteor Phone Parking Service again.
- 4.5 If you believe there is a security risk to Your Account, please let us know by contacting us. If you believe your mobile phone has been stolen or misused you should inform us on the number above as soon as possible in order to limit any further use of the phone in connection with your registered details and in order to restrict any financial implications you may suffer as a result. We cannot be held

responsible for any implications associated with the use of or communications with your registered mobile phone in these circumstances.

- 4.6 We reserve the right to refuse to register you and/or to suspend and/or terminate your Account if we believe that you have or may breach these Terms or if required by law to do so and we shall not be obliged to provide you with any reasons for so doing. We may further suspend your account if we suspect unauthorised use or abuse.

5 Availability of the Service

- 5.1 The Meteor Phone Parking Service is only available at selected Parking Locations. For a full list of current Parking Locations you should refer to the website.
- 5.2 You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services. We make no warranties or representations with respect to the Services other than as expressly set out in these General Terms. We make no warranty or representation that the Services will be uninterrupted or error free and we shall not be liable in any way to you for the consequences of any interruptions or errors.
- 5.3 We do not guarantee continuous uninterrupted operation of the Meteor Phone Parking Service in connection with all locations or any individual location covered by the Meteor Phone Parking Service. You accept and agree that this is the case and interruptions may occur for technical or other reasons which beyond our control. We will restore the any affected services as soon as reasonably possible.

6 Security Policy

- 6.1 We take the security of all your personal details very seriously. Our systems are rigorously tested and have been developed with encryption software and secure socket layer technology. All banking details and transactions are also protected by firewalls with a view to ensuring the security of all personal information and your complete peace of mind.
- 6.2 You agree that you will not do anything which results in any misuse or abuse of the Meteor Phone Parking Services, including without limitation attempting to gain unauthorised access to the Website, or any part of our systems; or knowingly introduce any virus, worm or other malicious or technically harmful material.
- 6.3 We make every effort to ensure the information on the Website is correct at all times to the best of our belief. However, we will not be liable for the accuracy of such information, although we will use reasonable efforts to correct any mistakes as soon as we become aware of them.
- 6.4 You confirm to us that all information you provide us in connection with the Meteor Phone Parking Service will be correct and complete.

7 Disputes

- 7.1 Claims/disputes may only be raised within 12 weeks of the date of a payment. All claims/disputes should be raised to the contact details set out above. You may also forward full details of your query/complaint to us at the above address.

8 General

- 8.1 The copyrights, database rights and other intellectual property rights ('IPR') in the materials displayed on or via any of the Meteor Phone Parking Services ("Materials", which expression includes text, data, graphics, photographs, videos, animation, images and audio visual content) is owned by or licensed to us. This IPR is protected by the laws of England and Wales, international treaties and all other applicable copyright and intellectual property laws. You agree to respect our IPR and those of third parties. You agree that the Materials are for your personal use only. You shall not use, copy or modify any Materials or give them to other people for commercial,

investment or public purposes. Your use of the Meteor Phone Parking Services gives you no rights in relation to the IPR in the Materials save as explicitly specified herein.

- 8.2 Our maximum liability to you for any claim arising in connection with the Services shall be the cost of parking product purchased. The Meteor Phone Parking Service provides a means of payment only, and you agree that we shall not be liable to you for any loss or damage you may suffer by using parking facilities at any Parking Location.
- 8.3 To the fullest extent permitted by applicable law you agree that we shall not be liable for any consequential, incidental or indirect loss or damages in contract, tort or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of the Services, including, without limitation, damage for any loss in business projects, loss of profits, loss of privacy, consequences of your use that were beyond our reasonable control, or other consequential losses arising in contract, tort or otherwise from the use of or the inability to use the Services.
- 8.4 Nothing in these Terms shall restrict our liability for: (i) fraudulent misrepresentation; (ii) death or personal injury resulting from our negligence or that of our agents or officers; or (iii) your statutory rights (including a right to receive a reasonable standard of service).
- 8.5 You may not transfer your account or these Terms to any other party without our agreement. You agree that we may transfer these Terms and your account without your agreement.
- 8.6 These Terms, constitute the entire agreement between you and us in relation to the Services. If any provision of these Terms is or becomes illegal, void or invalid that shall not affect the legality and validity of the other provisions.
- 8.7 These Terms shall be governed by and construed in accordance with English Law and, subject to the 'Disputes section above, shall be subject to the exclusive jurisdiction of the English courts.