

PayMyPark Terms and Conditions (Sept 2023)

We recommend that you read this page carefully. PayMyPark (provided by Metric in the UK) reserves the right to modify these Terms and Conditions at any time by posting the modified Terms and Conditions on our website. Please ensure that you check periodically for changes. Use of any Services, including the downloading of any Mobile App, after we post any changes or modifications to these Terms and Conditions, signifies acceptance of those changes or modifications.

These Terms and Conditions set out important information regarding the use of our parking payment system for on-street and off-street parking areas and the related products and services offered by PayMyPark, including applications for mobile devices (Mobile Apps). These are collectively referred to as the Services.

General

The terms "we", "us", and "our" refer to PayMyPark (Metric). The terms "you" and "yours" refer to the individual or company registering for or using the Services offered or referred to by us on this website, whether acquired directly through this site or through an app store.

Installation of a Mobile App to your mobile device will be required to access other Services. Mobile Apps can be downloaded from the relevant platform app store, and from the links provided on our website, www.paymypark.co.uk.

Compliance and ownership

You are responsible for your own continuous compliance with these Terms and Conditions.

Metric owns or otherwise holds rights to, and shall retain all rights and interest in, the intellectual property rights in the Services.

You may not reverse engineer, reverse compile, or disassemble any Mobile App, the whole or any portion of any Service, or create derivative works based on any Mobile App or other Service.

You agree not to upload, email or transmit any material that contains viruses or other files or programmes that might or are designed to interrupt, destroy, modify or limit the functionality of PayMyPark.

Provision of Services

Provided that you fully comply with these Terms and Conditions, PayMyPark grants you a non-exclusive, non-transferable, revocable, limited right to access and use the Services for your own personal or internal business use, and in the case of a Mobile App, on one device.

We may change any aspect of a Mobile App or another Service at any time, and/or impose restrictions or limitations to access without incurring liability to you.

Use of PayMyPark

You are responsible for providing the correct information when registering, including name, vehicle registration mark (VRM), contact details, and method of payment.

Use of the Services does not guarantee you a parking space. You only activate the Services after you have found an available space.

You are responsible for ensuring the Services have been properly activated. You are responsible for any Penalty Charge Notice (PCN) or other enforcement action issued under UK parking legislation between the time of parking and confirmation of your active session.

If the Services are unavailable, you must pay at the premises using other accepted methods (e.g. pay & display terminal).

PayMyPark is not responsible for PCNs, parking fines, wheel clamping, towing, or enforcement action under the Traffic Management Act 2004 or other applicable UK legislation.

Privacy & Data Protection

Electronic mail submitted to PayMyPark is handled in accordance with the UK Data Protection Act 2018 and UK GDPR.

We may monitor this website in order to identify user trends and improve services.

Please refer to our Privacy Policy for more information.

Hosting & Data Security

Metric hosts the PayMyPark website and services. All data (except card payment data, which is not stored by Metric) is stored securely behind firewalls. Only authorised employees can access your personal data.

Reminders

In connection with the Services, you may receive reminders and alerts via the Mobile App, and you acknowledge and consent to the receipt of such messages. Standard data charges assessed by your carrier may apply.

You acknowledge and agree that the receipt of reminders is not 100% guaranteed, and that you remain responsible for ensuring you either extend your parking session or vacate the parking space on time.

PayMyPark shall have no responsibility or liability for any costs, fines, Penalty Charge Notices (PCNs), or other enforcement action arising from non-receipt of a reminder message, however caused, including issues with your mobile phone, mobile network, or internet service provider.

Security

We want you to have a safe and secure payment experience.

All payments via the paymypark.co.uk site are processed using SSL (Secure Socket Layer) protocol whereby sensitive information is encrypted to protect your privacy.

You can help to protect your details from unauthorised access by logging out each time you finish using the site, particularly if you are doing so from a public or shared computer.

Indemnification

You agree to indemnify, defend and hold PayMyPark, Metric, their subsidiaries, affiliates, and employees harmless from any claim, demand, action, cost, and expense (including reasonable legal and accounting fees) due to or arising out of:

- (i) your provision of any inaccurate information;
- (ii) your breach of any warranty, representation, or other obligation in these Terms of Service;
- (iii) your negligence or wilful misconduct;
- (iv) your violation of any law, regulation, or rights of any third party;
- (v) any dispute or action between you and any third party, including parties selling or advertising goods or services on our website; and
- (vi) your use of our website or the products or Services of PayMyPark or any third party.

Termination & Refunds

PayMyPark reserves the right to terminate or refuse to provide you with the Services for any reason, including, without limitation, your failure to pay for the Service, or if we decide that we no longer wish to provide that Service generally.

If you fail to comply with these Terms and Conditions, you may, among other things, be issued a Penalty Charge Notice, penalty fee, or have your vehicle removed or impounded by the appropriate authorities for parking without paying the applicable fee.

Without limiting other rights or remedies set forth in these Terms and Conditions or as otherwise available under law, we may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate your access to this website and the Services, in whole or in part:

- (a) if you breach these Terms of Service;

(b) if we are unable to verify or authenticate any information you provide; or
(c) if we believe, in our sole discretion, that your actions may cause legal liability for you, other users, us, or third parties.

If you choose to close your account, you can request a refund of any unused balance. A £5.00 administration fee will be deducted from this refund. Refunds will be returned to the original payment method where possible, or alternatively to a nominated UK bank account in your name.

Your account will remain open but inactive for 90 days following closure. After this period, any unused credit will be donated to a UK registered charity of our choice.

If we terminate the provision of any Service, we will notify you using the most recent contact details you have provided. If you are no longer receiving any Services from us, we will refund your current balance, less the £5.00 administration fee, using the same refund process as above.

Funds held in an account that has been inactive for more than 2 years, or refunds that remain unclaimed during this period, will be deemed forfeited and donated to a UK registered charity of our choice.

Disputes

We aim to resolve any complaint or dispute quickly and fairly. If you have a dispute with us, please contact info@paymypark.co.uk in the first instance so that we can attempt to resolve the matter directly with you.

If we cannot resolve the dispute within 30 days, the matter may be referred to arbitration under the Arbitration Act 1996 (UK) if both parties agree.

Nothing in this clause prevents either party from taking legal action in the Courts of England and Wales.