



Dart Charge Auto Pay As You Go Terms and Conditions

These Dart Charge Auto Pay As You Go terms and conditions and the Privacy Policy form the Agreement between you and us. The definitions of all capitalised words and expressions used in this Agreement can be found under the heading 'Definitions and Interpretation' at the end of this document.

Conduent Public Sector UK Limited ("Conduent") has been appointed by the Secretary of State for Transport to operate the Dart Charge Scheme, to collect the Charges and to enter and administer this Agreement with Dart Charge Account Holders in respect of the Charging Scheme. Conduent enters into this Agreement with you on behalf of and as agent for the Secretary of State for Transport and shall have no liability for any breach of this Agreement by the Secretary of State for Transport.

1. Your Details

- 1.1 You confirm that all information you give to us is true and correct to the best of your knowledge.
- 1.2 If you choose to use Auto Pay As You Go, we will

automatically deduct the applicable charge from your credit or debit card for each crossing you make using the vehicle you have registered to that card.

- 1.3 By providing your debit or credit card details to us you are providing your continuing authority for charges to be deducted from your credit or debit card as they are incurred.

2. Your Responsibilities

- 2.1 When providing your vehicle details to us, you confirm that you are the owner of the relevant vehicle or have the permission of the vehicle owner to register their vehicle with us and receive information about the vehicle and its crossings.
- 2.2 You must notify us promptly of any changes to the information you have provided to us, including details of the vehicle registered to your debit or credit card, details of that debit or credit card and your phone number and email address either by updating your details online at www.gov.uk/dartcharge or by notifying us by phone on 0300 300 0120.

3. Payments and Penalties

- 3.1 If a payment fails for any reason (for example because you have changed your credit or debit card without notifying us or the card is declined) and you do not pay the charge by another method, you may be issued with a Penalty Charge Notice. Non-payment could result in a Penalty Charge of up to £105 (there is a discount for prompt payment) and the debt being registered against you in the County Court.

4. Cancellation Period

- 4.1 You may cancel this Auto Pay As You Go service at any time online at www.gov.uk/dartcharge or by phone on 0300 300 0120, giving us 30 days' notice.

5. Account Closure and Termination of Agreement

- 5.1 We may terminate this Agreement by notice in writing to you in any of the following circumstances:

- (a) If your credit or debit card payment is declined on two consecutive occasions
- (b) You disassociate the credit or debit card from your account.

- 5.2 If

- (a) we terminate this Agreement pursuant to clause 5.1; or
- (b) you have, in our reasonable opinion, made fraudulent or illegal use of the Auto Pay As You Go service in a manner not authorised or permitted under these terms and conditions

we reserve the right (acting reasonably) to refuse to allow you to re-register for the Auto Pay As You Go service, open a Dart Charge pre pay account or become a member of the Local Residents' Discount Scheme (as defined in our General Terms and Conditions which you can find at www.gov.uk/dart-charge).

6. Your Data

- 6.1 Your personal data will be processed, stored and retained in accordance with our Privacy Policy. More details can be found online: www.gov.uk/dartcharge
- 6.2 The Privacy Policy sets out the legal grounds for us processing your personal data and the rights that you have under the law.

7. References

- 7.1 In these terms and conditions references to "we", "us" and "our" are to the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London, SW1P 4DR.
- 7.2 The Auto Pay As You Go service is operated and administered on our behalf by Conduent Public Sector UK Limited (company number 02840514, registered in England and Wales, with registered office at One George Yard, London, England, EC3V 9DF (VAT number GB615367147)).

8. Changes to this Agreement

- 8.1 **We may vary this Agreement from time to time by publishing a new version of it on the website at www.gov.uk/dartcharge.**

- 8.2 We may vary these terms and conditions as well as vary any of the charges payable by you under this Agreement:
 - (a) to conform with or anticipate any changes in any Applicable Law;
 - (b) to provide for the introduction of new, reduced or improved systems, methods of operation, services or facilities;
 - (c) to make them clearer or more favourable to you generally;
 - (d) to ensure that our business is run prudently and lawfully; or
 - (e) to rectify any mistake that might be discovered in due course.

- 8.2 If we vary these terms and conditions the change will not be effective until 30 days after we publish the new version on the website at www.gov.uk/dartcharge unless it is to your advantage in which case it will take effect immediately. If you object to any variation of these terms and conditions you may terminate this Agreement by giving us 30 days written notice. If you make a crossing after having terminated the agreement you must pay the applicable charge.

9. Assignment

- 9.1 We may, but you may not, assign, transfer, charge or otherwise deal with this Agreement or the rights or benefits under it provided that you are not prejudiced by the same.



If you object to such assignment, transfer, charge or other dealing you may terminate this Agreement by giving us 30 days written notice. If you make a crossing after having terminated the agreement you must pay the applicable charge.

10. Contacting Dart Charge

10.1 If you have any questions or complaints or otherwise need to contact us, please contact our customer service team on 0300 300 0120 between the hours of 08.00 and 20.00 every day of the week (these hours maybe subject to change) or by using the contact form on the Website www.gov.uk/dart-charge. Alternatively, please write to us at: Dart Charge, PO Box 309, Leeds, LS11 1HJ. Please note that if you write to us and have not paid sufficient postage charges, Conduent may charge you for the cost of any postage that it is required to pay on your behalf.

11. Invalidity and Entire Agreement

11.1 **If any one or more of these terms and conditions is, or becomes, invalid, illegal or unenforceable the enforceability of any other of these terms and conditions will not be affected or impaired.**

11.2 **The terms of this Agreement (together with any documents referred to in it) constitute the entire and only Agreement between you and us relating to the Auto Pay As You Go service and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter. This clause will not exclude any liability in respect of statements made fraudulently prior to entering this Agreement.**

12. Waiver and Third Party Rights

12.1 **A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.**

12.1 **A failure or delay by you or us to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.**

18.4 **With the exception of the rights afforded to Conduent this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.**

13 Force Majeure

13.1 **Neither you or we shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.**

14. Governing Law and Jurisdiction

14.1 **This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.**

14.2 **You and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.**