



Terms and Conditions

OUR AGREEMENT

These General Terms, the Privacy Policy, the Tag Terms (if they apply to you) and the Special Terms (if they apply to you) 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.

emovis Operations Leeds LTD has been appointed by the Secretary of State for Transport to operate the Dart Charge Scheme, to collect the Charges and to enter into and administer agreements with Dart Charge Scheme users in respect of the Charging Scheme on behalf of and as agent for the Secretary of State for Transport. emovis 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.

New Applications

By submitting your application for an Account, a Tag and/or the Local Residents' Discount Scheme, you agree to the terms of this Agreement and our acceptance of your application constitutes a legally binding agreement between you and the Secretary of State for Transport on the terms of this Agreement. If you are a corporate Account user, you are also responsible for ensuring that those who use vehicles or Tags linked to your Account, comply with this Agreement.

This Agreement is effective as soon as you open an Account with us but your Account and any terms of this Agreement that govern the use of the Automatic Number Plate Recognition System, the application or deduction of Charges and any related penalties will only become effective from the commencement of the Dart Charge Scheme at the Dartford-Thurrock Crossing (the Free Flow Start Date).

Change of Existing Agreements

If you are an existing DART-Tag customer, this Agreement supersedes any previous terms and conditions which governed the use of your DART-Tag Account or DART-Tag with effect from the Free Flow Start Date.

1. Opening of a new Account

- 1.1 You may open a new Account by telephone, post or via the Website. To do so, you must provide all of the information requested on the Account Application form or by phone and provide the Initial Credit Payment (as specified in clause 5 of these General Terms and/or clause 3 of the Special Terms, if applicable). Please note that if you choose to pay your Initial Credit Payment by cheque, it may delay your Account being opened as we will have to wait for the payment to clear. Until such time, all Charges incurred must be paid for using one of the other methods available, and will not include a Discount.
- 1.2 You cannot register the same vehicle to more than one Account. You can register multiple vehicles to one Account.
- 1.3 By applying, you confirm that all information you give us is true and correct to the best of your knowledge. You also confirm that you are the owner of the vehicle(s) that you register to your Account and/or have the permission of the vehicle owner(s) to register their vehicle to your Account and receive information about the vehicle and its crossings.
- 1.4 The contract between us is formed as follows:
 - a. if you have applied online – when we send you a confirmation email that your Account has been opened successfully;
 - b. if you applied by telephone – once the customer representative confirms that your Account has been opened successfully;
 - c. if you applied by post – once we send you either an acknowledgement or Welcome Pack (whichever is the earlier).
- 1.5 We will send a Welcome Pack to the email or postal address you gave as soon as possible after your Account Application is accepted and all payments required have been received and cleared. If your Account Application is not successful, we will notify you and may ask you to provide us with more information.
- 1.6 Once your Account is open and effective it will become active straight away and so any Charges incurred will automatically be deducted.
- 1.7 Under this Agreement you will have the right to make an application for a Tag. You may apply for a Tag at the same time as your application for a new Account or at any time during which you have an Account. The Tag Terms will apply to your application and use of the Tag.
- 1.8 This Agreement will be concluded in English. The details of this Agreement and your Account will be held by us.

2. Cancellation Period

- 2.1 You have the right to cancel this Agreement at any time within 14 days beginning on the day after the contract is formed under clause 1.4 (the cancellation period). If you wish to cancel, you simply need to tell us. You can tell us by phone on 0300 300 0120, by writing to Dart Charge, PO Box 842, Leeds, LS1 9QF or by using the cancellation form which you can find at www.gov.uk/dart-charge or in your Welcome Pack.
- 2.2 If you cancel within the cancellation period:
 - a. we will not charge you for cancelling this Agreement; and
 - b. we will repay to you all money you have paid to us, except for any money that has already been deducted (or that is due to be

deducted) from your Account to pay for Charges you have incurred during the cancellation period. We will provide the refund within 14 days beginning on the day after you told us you want to cancel using the same method you paid with.

- 2.3 Any termination of this Agreement after the cancellation period can be done only as specified under clause 8.

3. Use of Automatic Number Plate Recognition System

We use an Automatic Number Plate Recognition System to record images of your vehicle (and its number plate) to calculate the Charges due from your Account. You agree that we may do so for the purpose of operating the Charging Scheme and that we may retain and use any such images or information recorded from your Tag in accordance with, and for the purposes given in, our Privacy Policy.

4. Notification of Sale, Loss or Theft of Vehicle

- 4.1 As we use an Automatic Number Plate Recognition System to calculate the Charges due, you must tell us immediately if your vehicle is sold or stolen, by telephone and provide a unique reference number (URN) or crime reference number (CRN) from the police or appropriate documentary evidence of the sale (as applicable) and, if we request, confirm the theft or sale in writing (by post or via the Website), using the contact details set out in clause 15.
- 4.2 If you do not tell us that your vehicle has been sold or stolen in accordance with clause 4.1, Charges will continue to be calculated for your vehicle number plate and you will remain liable for any Charges incurred by your vehicle and your Account will continue to be debited.
- 4.3 If you have sold your vehicle, you can register a new vehicle to your Account by updating your Account either online, by telephone or by writing to us using the contact details in clause 15.

5. Collection of Charges

- 5.1 You must specify in your Account Application your proposed method of payment. If your method of payment is:
 - a. by Auto-Top-Up, you must complete the Mandate instruction online, by phone, or using the form attached to the Account Application form and, if you wish to use the crossing before the Mandate is processed, you must also provide details of another acceptable method of payment to cover your Charges; or
 - b. by Manual Top-Up, you must complete the details relevant to your proposed method of payment in the Account Application form and make the Initial Credit Payment.
- 5.2 Please note that if you submit a Mandate to us, you are providing your continuing authority for Charges to be deducted from your bank account pursuant to that Mandate. If payment via the Mandate fails at any time for any reason, we will automatically deduct the relevant Charges from your credit or debit card using the details you have provided to us.
- 5.3 We will be entitled to deduct from your Account all Charges (less the Discount), and other sums due to us pursuant to this Agreement, as they are incurred.
- 5.4 If you choose to pay by Auto-Top-Up you can set the minimum balance threshold (subject to a £10 minimum) which will trigger an Auto-Top-Up payment.
- 5.5 You are able to monitor your Account, you can do this by logging on to your Account homepage on our Website using your log in details. Your Account has information relating to:
 - a. the money you have paid into your Account;
 - b. the amount of Charges (less the Discount) and other sums we have taken from your Account; and
 - c. any such other information as we consider appropriate in relation to your Account in respect of the previous month.
- 5.6 We will send you an email with a link to your statement. We will not provide you with a printed statement of account, in respect of any given month, unless:
 - a. you have indicated in your Account Application or subsequently told us that you require a statement in paper form;
 - b. you agreed to pay an additional charge to emovis for such paper statements which we will notify you of in advance so that you can choose if you want to proceed. We may vary this charge from time to time on notice to you but if you are not happy with the new charge, you can cancel your paper statements; and
 - c. there has been activity on your Account in that month.In these circumstances, we will provide you with a statement on the same day in the month that you opened the Account or on the last day of the month (if earlier). We may, from time to time, change the duration covered by or frequency of your statements but, if we do so, we will notify you of that change in advance.
- 5.7 You may change the amount of your Auto-Top-Up at any time (subject to a £10 minimum). You can either do this by logging into your Account through our website, or by giving us at least 15 days' prior notice in writing and, if required, by completing an amended Auto-Top-Up authorisation.
- 5.8 You must only maintain, at any time, an amount of credit in the Account that is reasonably required to meet future Charges applicable to the

vehicle specified in your Account Application. If on reasonable grounds we believe that you are holding credit balances on your Account in excess of the amount reasonably required to meet future Charges (for example, if your Account balance is more than double the amount you pay into your Account per month (as specified in your Account Application)), we may, by notice, either reduce your credit balances and return to you the excess amount from your Account, or terminate your Agreement pursuant to clause 8.1(f)(ii) unless you can provide justification satisfactory to us as to why it is appropriate to maintain the level of credit balances in question.

- 5.9 Apart from payment by Mandate, other acceptable methods are payments by MasterCard, Visa, Maestro, postal order and cheque (sterling) drawn on a UK clearing bank account or cash (UK sterling).

6. Consequences of Non-Payment or Low Credit

Balances

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 6

- 6.1 It is your responsibility to keep your Account in credit. If you do not have enough money in your Account to cover the Charges or do not pay the Charges by another method you may be issued with Penalty Charge Notices. Continued non-payment could result in an increased Penalty Charge of £105 and the charge being registered as a debt against your name in the County Court. Having an Account will not prevent a Penalty Charge Notice being issued if your Account balance is insufficient to cover the crossing Charges, so please monitor your Account and ensure you have sufficient credit at all times.
- 6.2 If your Account balance becomes negative it will be closed and any crossings that you make during such time will not be subject to the Discount. You can re-open the Account by making a sufficient payment to reach the minimum balance threshold and cover any Charges that may have been incurred.

7. Your Responsibilities

- 7.1 As a condition of your continued use of the Account, you will use the Account only for the purpose, and in the manner, permitted in this Agreement and in compliance with all applicable law.
- 7.2 You are responsible for keeping confidential your username, password and any other information relevant to your access to your Account.
- 7.3 You agree:
- that it is your responsibility to keep your Account in credit;
 - to notify us promptly if you sell your vehicle or it is stolen;
 - that the Minimum Top Up (whether by Auto-Top-Up or any other method) is £10 and you acknowledge that payments of less than £10 will not be credited to your Account;
 - that you are not entitled to interest on any money you pay into your Account;
 - that the Charges are subject to increase by the Secretary of State for Transport and any such increase will become immediately binding on you;
 - that we may increase the Minimum Top Up from time to time and any such increase will become immediately binding on you;
 - to notify us immediately if you cancel or alter your Mandate or do not intend to continue making payments by any of the other methods;
 - to pay the Charges in full and that the Discount will not apply if:
 - your Account does not have enough money in it to cover the Charge in question; or
 - you have reported your vehicle as sold or stolen to us in accordance with clause 4.1 and have since recovered it but have not told us;
 - to notify us promptly of any change in your email address and/or postal address (or, if the Account is being used for purposes in connection with your business, the registered office of your business) by updating your details on your Account online or by notifying us in writing or by phone using the contact details in clause 15;
 - to ensure that the number plate attached to your vehicle is clearly visible, not likely to be misread due to damage, deterioration or because the characters are obscured, and complies with The Road Vehicles (Display of Registration Marks) Regulations 2001 (as amended); and
 - that your Account can only be used to pay for Charges incurred by the vehicle(s) registered to the Account.

8. Termination

- 8.1 We may terminate this Agreement and/or terminate or suspend your Account at any time by notice in writing to you in any of the following circumstances:
- where you have set up a Mandate for your Account, if: (i) you cancel or alter your Mandate for whatever reason other than as permitted by clause 7.3(g); or (ii) the Mandate fails on more than 3 occasions. If we terminate under (ii) we reserve the right (acting reasonably) to refuse to open another Account on your behalf or allow you to use

- a Tag and/or Local Residents' Discount Scheme (as appropriate);
 - where you have elected to make payments into your Account by any of the other payment methods, if your proposed payment is not accepted, your cheque is returned unpaid or it becomes apparent to us that you do not intend to continue making payments by your selected payment method;
 - If you have, in our reasonable opinion, made fraudulent or illegal use of the Account, Local Residents' Discount Scheme or Tag (if applicable) or have made any use of the Account, Local Residents' Discount Scheme or Tag (if applicable) in a manner not authorised or permitted under this Agreement. In the case of any fraudulent or illegal use we reserve the right (acting reasonably) to refuse to open another Account on your behalf or allow you to use a Tag and/or Local Residents' Discount Scheme (as appropriate);
 - if you become bankrupt or are otherwise unable to pay your debts as they fall due or, as appropriate, an encumbrancer lawfully takes possession (and does not relinquish possession within 30 days);
 - for corporate Account users, if an administrative receiver or receivers are validly appointed in respect of your assets or an administration order is made or an order or an effective resolution is passed for your winding up;
 - if you are in breach of any of the terms of this Agreement and
 - that breach is incapable of remedy; or
 - if capable of remedy, you do not remedy that breach within 30 days after we have notified you of it; or
 - if we have issued 5 or more Mis-Use Notices in any 12 month period pursuant to clause 2.3 of the Tag Terms and in such cases you will not be allowed to open a new Account for a period of 12 months after the termination of this Agreement.
 - If your Account has been closed for a consecutive three-month period.
- 8.2 You may terminate this Agreement on 30 days' notice to us either in writing, by telephone or online via the Website.
- 8.3 We may terminate this Agreement on 30 days' written notice to you.
- 8.4 Any termination of this Agreement is without prejudice to any other accrued rights or remedies that you or we may have.

9. Inactive Accounts

If you do not use your Account for a period of more than 12 consecutive months then we will write to you to inform you of your non-use (the Non-use Letter) and if you do not recommence using the Account within 90 days of the date of the Non-use Letter, we may close your Account and cancel any Tag linked to your Account.

10. Notices

- 10.1 Where you are required to give us formal notice under this Agreement (except where stated otherwise) that notice must be sent to us in writing by first class post, where proof of posting can be proven, courier or by hand delivery to: Dart Charge, PO Box 842, Leeds, LS1 9QF. Please note that if you write to us and have not paid sufficient postage charges, emovis may charge you for the cost of any postage that it is required to pay on your behalf. Where we are required to notify you under this Agreement we will send that notice by post (or by hand delivery) or by e-mail to the address you last gave to us in accordance with clause 7.3(i).
- 10.2 Such notice will be deemed duly served:
- if sent by first class post to an address within the UK or sent by email (whether within or outside of the UK) - on the second working day after the day on which it was sent;
 - if sent by first class post to an address outside the UK - on the fifth working day after the day on which it was sent.

11. Changes to this Agreement

- 11.1 We may remove, change or add to the terms of this Agreement, as well as vary any of the sums payable by you or discounts available to you under this Agreement:
- to conform with or anticipate any changes in any Applicable Law;
 - to provide for the introduction of new, reduced or improved systems, methods of operation, services or facilities;
 - to make them clearer or more favourable to you generally;
 - to ensure that our business is run prudently and lawfully; or
 - to rectify any mistake that might be discovered in due course.
- 11.2 If we remove, change or add to the terms of this Agreement, we will give you at least 30 days' notice of any change, deletion or addition, unless it is to your advantage, in which case we will give you notice as soon as reasonably practicable after making the change, deletion or addition. If you are not happy with any of the changes, deletions or additions to the terms of this Agreement that we may make, you may terminate this Agreement and close your Account by giving us written notice.

12. Assignment

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 are not happy with such assignment, transfer, charge or



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other dealing you may terminate this Agreement and close your Account by giving us written notice.

13. Privacy

You acknowledge that you accept the terms of our Privacy Policy which is available at www.gov.uk/dart-charge.

14. Limitation of Liability

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 14

- 14.1 The following provisions set out our entire liability (including any liability for the acts and omission of our employees, agents and sub-contractors) to you under or in connection with this Agreement in respect of:
 - a. any breach of our contractual obligations; and
 - b. any representation, statement or tortious act or omission including negligence, save that any exclusions or limitations will not apply in the case of fraud.
- 14.2 Nothing in this Agreement will exclude or limit our liability to you for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by law.
- 14.3 Subject to the limit set out in clause 14.4, we accept liability in respect of direct damage to your physical property resulting from our negligence.
- 14.4 Subject to the provisions of clause 14.2, our entire liability will be limited to an amount equal to £50,000 in the case of any Event of Default and/or any direct damage to your physical property resulting from our negligence.
- 14.5 Subject to clause 14.2, we will not be liable to you in respect of any Event of Default for loss of profits, loss of revenue, or any type of special, indirect or consequential loss however caused (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or in our contemplation or if we had been advised of the possibility of you incurring it.
- 14.6 If more than one Event of Default in any 12-month period give rise substantially to the same loss they will cumulatively give rise to only one claim under this Agreement.
- 14.7 Before taking any action under this Agreement against us, you will give us not less than 30 days from the date you notify us of an Event of Default to remedy it to your reasonable satisfaction.
- 14.8 Except in the case of an Event of Default arising under clause 14.3, we will have no liability to you in respect of any Event of Default, unless you have served notice of it to us within 2 years of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
- 14.9 Except as expressly stated in this Agreement, all conditions, warranties, representations and/or undertakings, express or implied, statutory or otherwise are excluded.

15. Customer Services, Complaints and Queries

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 05.00 am and midnight every day of the week (these hours maybe subject to change) or using the contact form on the Website www.gov.uk/dart-charge. Alternatively, please write to us at: Dart Charge, PO Box 842, Leeds, LS1 9QF. Please note that if you write to us and have not paid sufficient postage charges, emovis may charge you for the cost of any postage that it is required to pay on your behalf.

16. Information About Us

We are the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London, SW1P 4DR. The Accounts, Local Residents' Discount Scheme, Tags and Website are operated on our behalf by emovis Operations Leeds LTD as our agent (company number 8703645, registered in England and Wales, with registered office at St John's Offices, Albion Street, Leeds, LS2 8LQ (VAT number GB174301040).

17. Invalidity and Entire Agreement

- 17.1 If any one or more of the terms of this Agreement is, or becomes, invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other of these terms will not be affected or impaired.
- 17.2 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 Account, Tag and/or Local Residents' Discount Scheme 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.

18. Variation, Waiver and Third Party Rights

- 18.1 Nothing said by any sales person should be understood as a variation of

this Agreement. The terms of this Agreement cannot be varied or waived except in writing signed by a director of emovis on behalf of and as agent for the Secretary of State for Transport.

- 18.2 If we fail to enforce any of our rights under this Agreement, it does not mean we will not enforce them in the future.
- 18.3 emovis has the right to enforce the terms of this Agreement which are stated to be for its benefit.

19. Governing Law

This Agreement will be governed by and interpreted in accordance with English law and the English courts will have jurisdiction to resolve disputes between you and us.

20. Force Majeure

If the operation and management of your Account is prevented or hindered by any matter beyond our control, including but not limited to acts of God, acts of government, strikes, lockouts and other industrial disputes (whether or not relating to our workforce), fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft, then: the performance of this Agreement will be suspended until such prevention or hindrance comes to an end; we will not be liable for any failure or delay in performing our obligations due to such prevention or hindrance and the time for performing our obligations shall be extended.

TAG TERMS

These Tag Terms apply when you apply for and use a Tag. These Tag Terms apply in addition to the General Terms above. You are bound by, and must comply with, both the General Terms and these Tag Terms in relation to a Tag. We use an Automatic Number Plate Recognition System to check your number plate to calculate the Charges. However, having a Tag allows us to recognise your vehicle more easily and can help us to operate your Account and any Charges more effectively.

1. Provision and Use of Tag

- 1.1 Your Tag(s) will be linked to your Account so you must have an Account to use a Tag. You can apply for a Tag at the same time as applying for an Account.
- 1.2 If you have an existing DART-Tag which was previously linked to a vehicle class (rather than an individual vehicle) you will need to contact us to link your Tag to one particular vehicle. Until you do so, we will use the Automatic Number Plate Recognition System to calculate your Charges.
- 1.3 Tags will be provided subject to suitable usage levels which may be changed. There is no initial charge for a Tag (but a Service Fee will be payable to emovis if your Tag is lost or stolen).
- 1.4 All orders for Tags are subject to availability and we reserve the right to refuse to supply to you for whatever reason.
- 1.5 As a condition to your continued use of the Tag, you will:
 - a. Install the Tag on the vehicle and use the Tag only as directed by the instructions accompanying the Tag or as provided by us from time to time;
 - b. only use the Tag for the vehicle linked to your Account;
 - c. not sell, dispose of, damage or tamper with the Tag; lend or hire the Tag to any other person; or use the Tag fraudulently or illegally;
 - d. exercise all possible care to ensure the Tag is not lost, stolen or misused;
 - e. if the Tag becomes lost, stolen or is at risk of being misused, take all steps we consider necessary to assist us in recovering the Tag; and
 - f. use the Tag only for the purpose, and in the manner, permitted in this Agreement and in compliance with all applicable law.

2. Notification of Fault, Loss, Theft or Misuse

- 2.1 If the Tag is faulty, lost, stolen or if you become aware that the Tag may be or is being misused, you must immediately tell us by telephone and, if we request, confirm the loss, theft or misuse in writing (by post or via the Website), using the contact details set out in clause 15 of the General Terms.
- 2.2 If you notify us your Tag is lost or stolen, we will cancel your Tag and may send you a replacement but your Account will still work using your vehicle number plate. You must pay emovis a Service Fee for any lost or stolen Tag.
- 2.3 If in our opinion the Tag is misused (for example, it is being used for a different vehicle or you have not mounted it in your vehicle correctly), a written warning will be sent to you (the Mis-Use Notice).
- 2.4 If a Tag is misused we may immediately cancel that Tag and will notify you of the cancellation.

3. Cancellation

You may cancel your Tag at any time. You can cancel by phone or in writing using the contact details in clause 15 of the General Terms. If you cancel your Tag you must not use the Tag and you must promptly return the Tag to emovis

at Dart Charge Tag Returns, PO Box 842, Leeds, LS1 9QF.

4. Return of the Tag

- 4.1 The Tag remains the property of emovis. The Tag must be returned to emovis by post to Dart Charge Tag Returns, PO Box 842, Leeds, LS1 9QF if:
- we notify you that we intend to replace the Tag;
 - after you have notified us that the Tag is lost or stolen, the Tag is then found or retrieved by you;
 - you have notified us that the Tag is faulty, damaged or at risk of being misused;
 - the Tag is cancelled by us pursuant to clause 2.4 of these Tag Terms or by you pursuant to clause 3 of these Tag Terms; or
 - this Agreement is terminated by us or you for any reason.
- 4.2 If your Tag is lost or stolen under clause 2.2, or the Tag is returned damaged, tampered with, or if the Tag is not returned to us within 14 days of:
- in the case of clause 4.1(a), the date on which we notified you of the intended replacement;
 - in the case of clause 4.1(b), the date you found or retrieved the Tag;
 - in the case of clause 4.1(c), the date on which you notified us that the Tag is faulty or liable to being misused;
 - in the case of clause 4.1(d), the date on which we notified you that the Tag has been cancelled or vice versa; or
 - in the case of clause 4.1(e), the date on which this Agreement is terminated; then emovis may:
 - retain an amount up to the Service Fee to cover the cost of the unreturned Tag and may deduct this from any money held in your Account; and
 - if there is not enough money in your Account to cover the sum to be retained under clause 4.2(i), emovis may charge you separately the Service Fee, except where, in the case of clause 4.2(b), you have already paid us the Service Fee for your lost or stolen Tag pursuant to clause 2.2.
- 4.3 If within 30 days of emovis charging you a Service Fee under clause 4.2, you find and return your Tag undamaged to us, then emovis may at its sole discretion refund the Service Fee to you. Refunds will not be issued outside of this 30 day time frame.

LOCAL RESIDENTS' DISCOUNT SCHEME - SPECIAL TERMS

These Special Terms apply where you apply for, and are accepted onto the Local Residents' Discount Scheme. These terms apply in addition to the General Terms and Tag Terms above. You are bound by, and must comply with, the General Terms and these Special Terms when using your Account whilst remaining enrolled in the Local Residents' Discount Scheme.

1. Cooling Off Period

- You may apply for the Local Residents' Discount Scheme online, by post or by phone using the contact details in clause 15 of General Terms.
- If you are applying for an Account at the same time as applying to be registered onto the Local Residents' Discount Scheme, clause 2.1 of the General Terms applies to both your Account application and Local Residents' Discount Scheme Application.
- If you already have an Account and are only applying to register that Account onto the Local Residents' Discount Scheme, clause 2.1 of the General Terms does not apply and the clauses 1.4 and 1.5 below shall apply instead.
- You have the right to cancel your admission onto the Local Residents' Discount Scheme at any time within 7 days after the date on which we tell you that your application has been successful (the cooling off period). If you wish to cancel, you simply need to tell us. You can tell us by phone on 0300 300 0120, by writing to Dart Charge, PO Box 842, Leeds, LS1 9QF or by using the cancellation form provided and which you can find at www.gov.uk/dart-charge. If you cancel within the cooling off period:
 - we will not charge you for cancelling your admission onto the Local Residents' Discount Scheme; and
 - we will repay to you all money you have paid to us in connection with your Local Residents' Discount Scheme application (this does not include any money that you have credited to your Account and which is not related to the Local Residents' Discount Scheme) within 30 days of the date on which you informed us you were cancelling.
- Any termination of your admission onto the Local Residents' Discount Scheme after the cooling off period can be done only under clause 6 of these Special Terms and any termination of your Account can only be done under clause 8 of the General Terms.

2. Eligibility and Application Process

- If you pay Council Tax to either Dartford Council or Thurrock Borough Council, you may be eligible for a Local Residents' Discount. You must prove to our reasonable satisfaction that you pay Council Tax to Dartford or Thurrock Borough Councils and that you own each of the vehicles

covered in your application. Only one vehicle per household member is permitted to receive the discount. Please refer to clause 2.3 below.

- The Local Residents' Discount Scheme is only available to you if your usual place of residence is the property covered in your application and that property is mainly used by you for residential purposes and if it is your only or main and permanent home.
- With your application, you must send us acceptable evidence of eligibility for the Local Residents' Discount Scheme from both of the "Proof of Residence" and "Proof of Vehicle Ownership" sections below:

A. Proof of Residence

Clear A4 copy or legible scan or image of:

- a current council tax bill for the application address; and one other of the following documents, showing your name and address:
 - a bank or credit card statement no more than 3 months old;
 - a utility bill (for example gas, electricity or water bill but not a mobile phone bill) no more than 3 months old;
 - an income support book or housing association rent document; or
 - your driving licence.

B. Proof of Vehicle Ownership

If you own the vehicle(s) you are registering for the Local Residents' Discount Scheme you must provide a clear A4 copy or a legible scan or image of the vehicle(s) V5 document (Registered Keeper) that shows that the vehicle is registered to the application name and address. If the vehicle(s) you wish to register for the Local Resident Scheme is a company vehicle or a lease vehicle, you must send a clear A4 copy or a legible scan or image of one of the following dependent on your vehicle type:

- Car
 - a letter from your employer (on your employer's headed paper) confirming your application address and that the vehicle is for your use only and that it is normally kept at the application address; or
 - your vehicle lease document showing that the vehicle is leased in your own name.
- Light Goods Vehicle (LGV) – vehicles must be privately registered or leased to an individual. If your vehicle is leased, the lease or hire document in your own name. An LGV registered to a company and/or organisation is not eligible for the Local Residents' Discount Scheme.

- We may reject your application if you do not include all of the required evidence listed above or if any of that evidence is unclear or incorrect. We will not return any of the documentation you send us, so please do not send us originals of the documentation. Documents pertaining to your proof of residence and vehicle ownership will be required from you every 2 years on the relevant Renewal Date.

- We will try to process your application as quickly as we can. We will notify you if your application is successful. Until you receive confirmation of your admission onto the Local Residents' Discount Scheme, you will have to continue to pay the Charges:
 - in full, if you do not already have a valid Account for your vehicle; or
 - less the Discount, if you already have, and use, a valid Account for your vehicle.

3. Fees

- To register for the Local Residents' Discount Scheme, you must pay the Annual Registration Fee.
- You can pay the Annual Registration Fee and (if you have elected to pay) Initial Credit Payment by any of the other payment methods we accept (see clause 6.9 of the General Terms for details of which payment methods these are). Your application will not be accepted if we do not receive the Annual Registration Fee. If your application is successful, the Initial Credit Payment (if you have elected to pay it) will be credited to your Account. If your application is rejected, we will return to you the Annual Registration Fee and any Initial Credit you have paid to us.
- If we accept your application, the Annual Registration Fee is non-refundable, except where you cancel your Local Residents' Discount Scheme application within the cooling-off period (see clause 1 of these Special Terms).
- You must pay the Annual Registration Fee by each Renewal Date. We may extend the period covered by the Annual Registration Fee and if we do so we will tell you in writing. If you do not pay the Annual Registration Fee when it is due, we may terminate your Local Residents' Discount Scheme account and clause 6.5 of these Special Terms will apply.

4. The Annual Allowance

- You may choose the Annual Allowance Option A or B.

The Annual Allowance - LRDS Option A

- If you are accepted onto the Local Residents' Discount Scheme under Option A your Account will be credited with an Annual Allowance. For each LRDS Crossing we will deduct 1 Journey from your Annual Allowance
- If you use up all of the Journeys in your Annual Allowance before your Annual Allowance is renewed, each additional LRDS Crossing you make

will be charged at the Local Resident Rate. In such circumstances you will need to ensure there are sufficient funds on your Account.

- 4.4 On each Renewal Date and provided you have paid any Annual Registration Fee that is due, we will renew your Annual Allowance. Any Journeys you have not used before the Annual Allowance is renewed will automatically expire and will not be rolled over into your new Annual Allowance.
- 4.5 Your Annual Allowance is personal to you and is non-transferable. The Journeys in your Annual Allowance have no cash value and any Journeys remaining in your Annual Allowance on termination of your admission onto Option A of the Local Residents' Discount Scheme are not refundable.
- 4.6 The Secretary of State for Transport may vary your Annual Allowance and/ or the Local Resident Rate at any time during this Agreement, provided that any change will only become effective on and from your next Renewal Date. If any such change occurs, we will notify you of the change before your next Renewal Date.

The Annual Unlimited Allowance - LRDS Option B

- 4.7 If you are accepted onto the Local Residents' Discount Scheme under Option B your Account will be credited with an Annual Unlimited Allowance.
- 4.8 On each Renewal Date and provided you have paid any Annual Registration Fee that is due, we will renew your Annual Unlimited Allowance.
- 4.9 Your Annual Unlimited Allowance is personal to you and is non-transferable. The Journeys in your Annual Allowance have no cash value allocated to the Account as the number of Journeys is unlimited.
- 4.10 The Secretary of State for Transport may vary your Annual Unlimited Allowance and/or the Local Resident Rate at any time during this Agreement, provided that any change will only become effective on and from your next Renewal Date. If any such change occurs, we will notify you of the change before your next Renewal Date.

5. Permitted Vehicles

You agree that if you make a crossing using a vehicle which is not a Permitted Vehicle (whether or not you use your Tag in such vehicle), any Charges incurred must be paid for using another method available and will not include a Discount.

6. Termination of the Local Residents' Discount Scheme Account

- 6.1 Your admission onto the Local Residents' Discount Scheme will terminate automatically if:
 - a. this Agreement terminates for any reason under the General Terms; or
 - b. you do not pay your Annual Registration Fee within 14 days after it becomes due.
- 6.2 You may terminate your admission onto the Local Residents' Discount Scheme at any time by giving us 30 days' notice in writing in the manner given in clause 10.1 of the General Terms. If you have a Tag you do not need to return it to us if you wish to continue using your Tag after your admission to the Local Resident Scheme has been cancelled.
- 6.3 The Local Residents' Discount Scheme may be terminated, withdrawn or suspended or its terms or the eligibility criteria may be varied at any time as a result of changes to Applicable Law. We have no liability to you for any loss you may suffer as a result of such termination, withdrawal, suspension or changes to the terms or eligibility criteria.
- 6.4 We may terminate your admission onto the Local Residents' Discount Scheme if you are in breach of any of these Special Terms and: (i) that breach is incapable of remedy; or (ii) if capable of remedy, you do not remedy that breach within 30 days after we have notified you of it.
- 6.5 If your admission onto the Local Residents' Discount Scheme terminates for any reason, then:
 - a. your Account will continue to operate without the Local Resident Rate applying. This means that any crossing you make will be governed in accordance with General Terms only of this Agreement; and
 - b. save in the case of termination under clause 6.3 of these Special Terms and subject to clauses 8.1(a) and 8.1(c) of the General Terms, you may re-apply for the Local Residents' Discount Scheme (by filling in a new application and following the process set out in clause 2 of these Special Terms) after the next Renewal Date.



Terms and Conditions

DEFINITIONS AND INTERPRETATION

The following words and expressions used in this Agreement will have the following meanings:

“Account”	the Dart Charge account linked to your vehicle and Tag (where applicable) into which you can deposit money to pay for Charges in respect of crossings made using that vehicle and Tag (where applicable);
“Account Application”	your application to open an Account;
“Agreement”	these General Terms, the Tag Terms (where applicable), the Special Terms (where applicable) and the Privacy policy;
“Annual Registration Fee”	The non-refundable sum to be paid each year by you in order to be, and remain, admitted onto the Local Residents’ Discount Scheme as specified in the Account Application Form;
“Annual Allowance”	A limited allowance of Journeys credited to your Account (the allowance is determined by the rate/value then applicable on your Start or Renewal Date);
“Annual Unlimited Allowance”	an allowance of Journeys in any one Membership Year which Unlimited are not limited in number;
“Applicable Law”	any laws, rules, regulations, guidelines, directives, treaties, and judgments, together with any decrees, orders, decisions, instructions or notices of the Secretary of State for Transport and/or any Governmental Authority relating to, or impacting on, the Dartford-Thurrock Crossing;
“Auto-Top-Up”	the method of payment which triggers an automatic top-up of your Account balance when your minimum threshold is reached;
“Automatic Plate Recognition System”	The system used by us to automatically record and identify your vehicle registration mark as you cross the Dartford-Thurrock crossing;
“Chargeable Period”	Anytime at and/or after 6:00am and before 10:00pm every day;
“Charges”	the charges imposed under the Charging Order from time to time made under Part III of the Transport Act 2000 for each single journey across the Dartford-Thurrock Crossing during the Chargeable Period;
“Charging Order”	the A282 Trunk Road (Dartford-Thurrock Crossing Charging Scheme) Order 2013 (SI2013/2249) (as amended, varied, supplemented and replaced from time to time) made by the Secretary of State for Transport pursuant to Part III of the Transport Act 2000;
“Dart Charge Scheme”	the charging scheme established pursuant to the Charging Order which comes into effect upon commencement of the second charging regime set out in columns 1, 2 and 4 of Schedule 2 of the Charging Order;
“DART-Tag” or “DART-Tag Account”	a DART-Tag or DART-Tag account which was operated by Connect Plus on behalf of and as agent for the Secretary of State for Transport pursuant to the A282 Trunk Road (Dartford-Thurrock Crossing Charging Scheme) Order 2012 (as amended) made by the Secretary of State for Transport pursuant to Part III of the Transport Act 2000;
“Dartford-Thurrock Crossing”	the A282 trunk road between Dartford and Thurrock as identified in the Charging Order;
“Discount”	the sum to be deducted from the Charges where payment is to be deducted from your Account rather than a cash payment being made;
“Event of Default”	any act or omission on our part falling within clause 14.1 of the General Terms;
“Free Flow Start Date”	as defined in the section headed “New applications”;
“General Terms”	the terms and conditions relating to your Account set out in clauses 1 to 20 under the heading General Terms in this Agreement;
“Governmental Authority”	any national, federal, regional, state, provincial, municipal, county or other governmental, quasi-governmental, administrative or regulatory authority, body, agency, court, tribunal, commission, instrumentality or other similar entity (including any branch, department or official thereof) in the United Kingdom or elsewhere;
“Initial Credit Payment”	the first sum you are required to pay into your Account as specified on the Account Application form or notified via telephone;
“Journey”	a one-way passage across the Dartford-Thurrock Crossing which is free of charge under the Local Residents’ Discount Scheme, as set out in clause 4 of the Special Terms;
“Local Residents’ Discount Scheme”	a scheme under which residents living within the Local Resident Zone are entitled to a specified number of discounted LRDS Crossings per year;

“Local Residents Rate”	means the discounted Charge (notified to you from time to time) payable by you if: (a) you have applied for and are admitted onto the Local Residents’ Discount Scheme Option A; and (b) you make a crossing on Dartford- Thurrock Crossing without any unused Journeys available;
“Local Residents Zone”	residents in the area defined by the Dartford Borough Council and Thurrock Council boundaries who pay their council tax to either of these councils;
“LRDS Crossing”	a one-way passage across the Dartford-Thurrock Crossing during the Chargeable Period when a journey is taken using a vehicle registered to an Local Residents’ Discount Scheme Account;
“Mandate”	a direct debit or other continuous authority mandate authorising the payment to us of a sum of money including from debit or credit card;
“Manual-Top-Up”	the method of payment which requires you to manually top-up your Account balance;
“Membership Year”	a period of 12 months commencing on your acceptance on to the Local Residents’ Discount Scheme;
“Minimum Top Up”	is the lowest sum of money that you can pay into your Account in a single transaction;
“Mis-Use Notice”	has the meaning given in clause 2.3 of the Tag Terms;
“Non-use Letter”	has the meaning given in clause 9 of the General Terms;
“Permitted Vehicle”	is the specific vehicle identified by its registration mark you have registered against your Account;
“Privacy Policy”	our policy governing provision, use and protection of the information provided by you. A copy appears on www.gov.uk/dart-charge and is available in writing on request;
“Renewal Date”	each anniversary of the Start Date;
“emovis”	emovis Operations Leeds LTD (company number 8703645) a company registered in England and Wales, whose registered office is St John’s Offices, Albion Street, Leeds, LS2 8LQ and its successors and permitted assigns;
“Service Fee”	£15 plus VAT (or such other amount we notify to you as being the current cost of the lost, stolen or unreturned Tag at the time);
“Start Date”	the date on which we notify you that your application for admission onto the Local Residents’ Discount Scheme has been accepted;
“Special Terms”	those additional clauses 1 to 6 under the heading Special Terms in this Agreement;
“Tag”	the transponder affixed or to be affixed to your vehicle to operate the tracking equipment according to this Agreement;
“Tag Terms”	those additional clauses 1 to 4 under the heading Tag Terms in this Agreement;
“us”, “we” and “our”	the Secretary of State for Transport (including where acting through its agent emovis); and
“Website”	the website at www.gov.uk/dart-charge
“you” and “your”	the person applying for or issued with the Account, Tag and/or Local Residents’ Discount Scheme (as applicable) by us. Where you are applying for an Account for business purposes on behalf of a company, “you” and “your” shall mean the company on whose behalf you are applying for the Account;

Reference to statutes or statutory provisions or rules include references to any orders, regulations, bye-laws or Governmental Authority decisions made thereunder and references to any statute, statutory provision or rules or orders, regulations, bye-laws or Governmental Authority decisions made thereunder include that statute, statutory provision, rule, order, regulation, bye-law or Governmental Authority decision as amended, modified, re-enacted or replaced from time to time. Unless the context requires otherwise, words in the singular shall include the plural and vice versa. A “person” includes an individual, firms, partnership, company, corporation, or other entity, in each case whether or not having separate legal personality. Unless the context otherwise requires, words in the singular shall include the plural and vice versa. The expressions “including”, “include”, “in particular”, “for example” and any similar expression shall not limit the preceding words.

This information is also available in large print and Braille by calling **0300 300 0120.**