

London Road User Charging Registration Terms and Conditions

Please read the following Terms and Conditions carefully when completing your Registration with Transport for London (TfL), for London Road User Charging.

As a registered Customer you're able to pay the Charge using the Call Centre, Web and IVR interactive telephone Service. Through Registration and payment, you agree to be bound by these Terms and Conditions.

These Terms and Conditions are applicable to both the Congestion Charge and London Low Emission Zone (LEZ) Charge.

Congestion Charging Customers may also register for the following optional Services:

- Mobile Phone Text Messaging
- Congestion Charging Auto Pay

By participating in this Service(s) through Registration, you agree to be bound by the Terms and Conditions for the Service.

1.0 Glossary of Terms and Interpretation

Glossary of Terms In these Terms and Conditions, the following defined meanings will be used:

Annual Vehicle Registration Charge means the £10 charge payable to TfL to register a vehicle for the benefit of Congestion Charging Auto Pay and payable annually to maintain that benefit.

Billing Day means a day falling no earlier than 5 Working Days after the last day of that Billing Period or such other day as Transport for London may in the particular circumstances of the case determine on which Transport for London shall take the automatic payment under paragraph (8) of the Scheme Order.

Billing Period in relation to CC Auto Pay means a period of 1 month or such other period as Transport for London may determine and specify on its Congestion Charging website in each case beginning with the day on which Transport for London accepts an application for the Registration of a CC Auto Pay Account or such other day as Transport for London may in the particular circumstances of the case accept. First Billing Period may be shorter than 1 month dependent on what day of the month is selected for statement generation.

Charging Day shall be defined in accordance with the Congestion Charging Scheme Order and Low Emission Zone Scheme Order for each respective Charging Scheme.

Charging Scheme means a scheme operated under the Congestion Charging Scheme Order or the Low Emission Zone Scheme Order.

Confidential Information means any non-public information including but not limited to business plans, products, technical data, specifications, documentation, rules and procedures, contracts, data, Customers.

Congestion Charge means the charge imposed by article 4 of the Congestion Charging Scheme Order.

Congestion Charging Auto Pay (CC Auto Pay) means the Service by which eligible Customers shall be entitled to enter and use the Congestion Charging zone in consideration for payment of the charges and adherence to the Agreement.

Congestion Charging Scheme Order means the Greater London (Central Zone) Congestion Charging Order 2004, as varied.

Customer means the person for whom and on whose behalf the relevant Customer Account is opened.

Customer Account means the unique account containing the relevant Customer details for the purposes of registering for a Discount and/or paying a London Road User Charge.

Customer Account Number means the unique number assigned by TfL to each Customer Account.

Discount/Discounted refers to a reduced rate or Resident's vehicle registered under Article 9 of the Congestion Charging Scheme Order.

Eligible Vehicle means any vehicle that is suitable to be added to the Customer's CC Auto Pay. Where a vehicle is already on another person's CC Auto Pay, precedence will be given to the Registered Keeper of the vehicle.

Fleet Auto Pay means the Fleets Scheme as defined in the Congestion Charging Scheme Order by which eligible Fleet Operators shall be entitled to enter and use the Congestion Charging zone in consideration for payment of the relevant charges.

London Road User Charge means a Congestion Charge and/or a Low Emission Zone Charge.

Low Emission Zone (LEZ) Charge means a Charge imposed by article 6 of the Low Emission Zone Scheme Order.

Low Emission Zone (LEZ) Scheme Order means the Greater London Low Emission Zone Charging Order 2006, as varied.

NHS Reimbursement Scheme means the scheme that provides for the reimbursement of a Congestion Charge payment made in respect of an eligible journey by an eligible NHS employee or patient.

Notice Period means the number of days up to and including the date as described in any notification or warning letter sent to the Customer.

Notification Statement means notification by TfL of the sum to be paid by the Customer on the Billing Day which contains a statement of the charges that make up that sum, incurred during the relevant Billing Period.

Parties means Transport for London and the Customer.

Penalty Charge means a charge imposed under a Charging Scheme by virtue of regulation 4 of the Road User Charging (Charges and Penalty Charges) (London) Regulations 2001, as amended.

Recurring Card Transaction means the agreement between the Customer and Transport for London (TfL), allowing TfL to claim varying amounts as and when they become due for the purposes of CC Auto Pay from the payment card specified on the Customer's CC Auto Pay account.

Registered Keeper means:

- (a) In relation to a vehicle registered in the United Kingdom, the person whose name the vehicle is registered under the Vehicle Excise and Registration Act 1994; or
- (b) In relation to any other vehicle, the person by whom the vehicle is kept.

Registered Vehicle means any vehicle that is registered to a Customer Account for the purposes of operating the Service(s) the Customer may have successfully registered for.

Registered Vehicle List means the list of relevant vehicles which have signed up to CC Auto Pay and to which the operative terms apply.

Registration means the provision of required information by the Customer for the purposes of applying for a Discount, payment or other Services provided by TfL.

Registration Form means the mechanism by which the Customer provides required information by the Customer for the purposes of Registration.

Resident means an individual who has registered with TfL in accordance with the requirements of Annex 3 to the Congestion Charging Scheme Order.

Service means a facility available to a Customer who holds an active Customer Account with TfL.

TfL means Transport for London, Surface Transport, Palestra, 197 Blackfriars Road, Southwark, London, SE1 8NJ.

TfL Website means www.cclondon.com.

Working Days means any day other than Saturday, Sunday or a public holiday in England.

Interpretation

Words in the singular include the plural and vice versa and words denoting one gender include any other gender.

References to "persons" include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case having a separate legal identity).

Reference to a statute, statutory provision or subordinate legislation includes such legislation as amended and in force from time to time and any legislation which modifies, consolidates (with or without modification), varies, re-enacts or supersedes it.

2.0 General

2.1 Entire agreement

These Terms and Conditions together with the information contained in our Registration Form constitute the entire agreement between you and TfL in relation to the use of your Customer Account. You agree to these Terms and Conditions by clicking the "I Accept" button on the Registration Form on the TfL Website, by registering for an account over the telephone or by submitting a vehicle compliance application or Discount application by post.

Nothing in these Terms and Conditions shall supersede any rights and responsibilities contained in either the Congestion Charging Scheme Order or the Low Emission Zone Scheme Order, which will take precedence in the event of inconsistency.

2.2 Exclusion of third party rights

The Customer Account and the rights and obligations under these Terms and Conditions are for the benefit the Customer and TfL and are not intended to benefit any third party or be enforceable by any third party. The exercise of TfL's and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

No person other than the Customer and TfL shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

2.3 Changes to these Terms and Conditions

TfL may revise these Terms and Conditions from time-to-time and may notify you in advance of any changes which it considers to be material; you will not be notified specifically in respect of all other changes. Revised Terms and Conditions will apply from the date of the publication on the TfL Website. Please check this page regularly to ensure you are familiar with the current version.

2.4 Waiver

Omission by TfL to exercise any right under these Terms and Conditions will not constitute a waiver of such right unless expressly stated by TfL in writing to be a waiver.

2.5 Information

Through Registration with TfL, you confirm and warrant that all information provided by you to TfL is true, complete and accurate in all respects. You must provide up to date Registration details and ensure that you inform TfL as soon as possible of any changes to registered credit or debit card details, such as loss, theft or expiry.

2.6 Security

You must take all necessary steps to ensure any information provided during Registration and subsequently to TfL is kept confidential, is used properly and is not disclosed to other persons. You agree to notify TfL immediately if Registration information has or is likely to become known to person(s) not authorised to use it or is being or is likely to be used in an unauthorised manner.

You must ensure that credit or debit card details remain private and that your mobile phone is protected with a handset security PIN code and is not made available to another user to pay the London Road User Charge. If an incorrect credit / debit card suffix code is used on three consecutive occasions your profile will be locked for the mobile phone text message Service. If TfL has reason to believe that there is likely to be a breach of security or misuse of the mobile phone text message Service, your use of that Service may be suspended and you will be notified accordingly. TfL will not be liable for any loss or damage incurred as a result of any breach of security or unauthorised disclosure of information by you.

2.7 Confidentiality

The Parties undertake to each other that they will not (except as required by law or permitted by the Agreement) divulge or communicate to any person any Confidential Information within or coming into their knowledge to the extent and so long as that information is confidential and not in the public domain or subsequently comes into the possession of such Party from a Third Party.

2.8 Service availability

All Services are provided on an “as is” and “as available” basis and TfL does not warrant or guarantee that a Service will be uninterrupted or error free. It is your responsibility to ensure that a London Road User Charge is paid in accordance with the relevant Scheme Order. TfL reserves the right to change, suspend or discontinue, temporarily or permanently, a Service at any time without notice. TfL will not be liable to you or any third party for any loss arising from such action.

The Service is provided without any other representations, warranties or guarantees by TfL (including any warranties implied or incorporated into these Terms and Conditions by English Law, except where the exclusion of such warranties is prohibited) unless expressly stated otherwise.

2.9 London Low Emission Zone (LEZ) Charge

Customers can make a LEZ Charge payment for any vehicle registered to their Customer Account at any time during the period of 64 Working Days immediately preceding the Charging Day concerned until midnight the next day after the Charging Day concerned.

2.10 Telephone call costs

All calls to the 0845 900 1234 number are charged at Lo-Call rates and are payable by the caller.

3.0 Customer's Responsibility

3.1 You are responsible for reading all email and mobile phone text messages received from TfL. TfL is not responsible for any failure on your part to read messages sent by TfL and to take action accordingly.

3.2 You consent to receiving communications from TfL electronically and, subject to your statutory rights, agree that all agreements, notices, disclosures and other communications provided to you by TfL electronically satisfy any legal requirement that such communications be in writing.

3.3 You agree not to use any Service to send, use or reuse material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, in breach of copyright, trademark, confidence, privacy or any other right, is otherwise injurious to third Parties or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or "spam"; nor in any way that causes, or is likely to cause, the Service or access to it to be interrupted, damaged or impaired in any way.

4.0 Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with English law. TfL and the Customer submit to the exclusive jurisdiction of the English courts.

5.0 Registering Card Details and Payment of the Congestion Charge, LEZ Charge and Penalty Charge Notice(s)

5.1 By registering a payment card to a Customer Account or by using a non registered card to pay a London Road User Charge or Penalty Charge, you confirm that you are authorised to use that card. All credit/ debit cards are subject to validation checks and authorisation by the card issuer. If the card issuer refuses to authorise payment, TfL will notify you that the card has been rejected but is not obliged to inform you of the reason for the refusal.

5.2 TfL at its discretion may allow a payment to proceed where it has not yet received authorisation from the card issuer (for example where TfL is unable to contact the card issuer at the time of the transaction) but shall not be responsible for any later refusal by the card issuer to authorise payment. TfL shall not be responsible for your card issuer or bank charging you as a result of TfL's processing of its credit or debit card payment, or in respect of any refusals or delays in authorisation by the bank or card issuer.

5.3 If you elect to receive a receipt of a London Road User Charge payment, receipt of a valid payment will be confirmed by TfL by email, post or mobile phone text message to your registered email, postal address or mobile phone (as selected by you). If you do not receive a valid confirmation receipt, or elect not to receive a receipt, payment of the London Road User Charge or Penalty Charge should not be assumed. In these circumstances, you may check if payment has been made by telephoning TfL or by checking the status of the payment online and, if payment has not been confirmed, you should pay the London Road User Charge or Penalty Charge through another payment channel. TfL may reject a London Road User Charge payment or Penalty Charge payment for any reason.

6.0 Congestion Charging Auto Pay – Terms and Conditions

Congestion Charging Auto Pay (CC Auto Pay) is only available for the payment of the Congestion Charge. It is not possible to pay the London Low Emission Zone Charge using this Service.

6.1 Effective Date - The Agreement commences at the date on which TfL accepts the Customer's Registration.

6.2 Eligibility - In order to be eligible for CC Auto Pay, the Customer must satisfy the following conditions:

- (a) The Customer must be 18 years old or over.
- (b) The Customer must hold a payment card account from which TfL will be allowed to take Recurring Card Transaction payments. Details of cards that are acceptable for the purpose of this Service are displayed on TfL's website.

6.3 Payment of Charges

6.3.1 The Customer will pay to TfL the Congestion Charges (and where applicable the Vehicle Registration Charges).

6.3.2 The Customer will pay to TfL the Annual Registration Charge; in relation to each vehicle on the Registered Vehicle List.

6.3.3 The Customer will comply with clauses 6.3.1 and 6.3.2 notwithstanding any payment disputes between the Parties. If the dispute is determined by TfL (on the information before it) in the Customer's favour then their CC Auto Pay Account will be credited. The determination of TfL is final.

6.4 Requirement to comply with Operating Provisions

6.4.1 The Customer will comply with the CC Auto Pay Operating Provisions set out in Clause 7.

6.5 Suspension and Termination

6.5.1 TfL may suspend or terminate the Agreement should any of the following situations occur:

- In accordance with clause 7.5.13 , if the Customer fails to make payment of any sums due following receipt of a written request for payment from TfL;
- In accordance with clause 7.3 , if TfL carries out validation check(s) and determines the vehicles are not Eligible Vehicles;
- Following the failure of a Recurring Transaction collection ;
- If TfL has reason to believe that the Customer has been acting fraudulently;
- If any of the criteria in clause 7 are no longer met; or
- Where the Customer does not accept amendments to the Agreement.

6.5.2 TfL may withdraw CC Auto Pay. In this circumstance, the Agreement will immediately terminate after TfL has completed the necessary statutory procedures for withdrawal of CC Auto Pay.

6.5.3 TfL will normally provide the Customer with 10 days advance notice of terminating the Agreement (though in circumstance of termination due to fraud, TfL will terminate the Agreement immediately).

6.5.4 Should the Customer receive written notification that TfL intend to terminate the agreement they shall be afforded the opportunity within the 10 days to object to the closure.

6.5.5 Should TfL take the decision to close CC Auto Pay in accordance with this clause 6.5, then TfL may in its discretion, refuse to re-register the Customer.

6.5.6 The Customer may request closure of their CC Auto Pay Account at any time with the exception of the Billing Period. The request to terminate the recurring transaction agreement must be made in writing. The Agreement will terminate and the CC Auto Pay will be closed on the future date specified by the Customer or on expiry of the Notice Period, whichever is the later.

6.5.7 Receipt of a written request from the Customer to close the CC Auto Pay Account will be considered as notice of termination of the Agreement.

6.6 Effects of Termination

6.6.1 Upon termination of the Agreement, TfL will proceed to close the CC Auto Pay Account. On closure of the CC Auto Pay Account, TfL will provide a closing Notification Statement. As appropriate, the Customer will either pay any outstanding monies to TfL, or TfL will credit the Customer with any outstanding monies within the next Billing Period. As a consequence of CC Auto Pay closure the Customer will need to pay the appropriate Congestion Charge in full by another method of payment, and the Registered Keeper of the vehicle will be liable for any Penalty Charge Notice issued as a result of non payment.

6.6.2 In the event of outstanding debt or fraud of the Customer, TfL may disclose relevant details to law enforcement or debt collection agencies, to assist in collecting debts or tracing those committing fraud.

6.6.3 Customer records will be retained by TfL in full for 13 months after closure (for whatever reason). After that period, summary data only will be retained. In cases where the CC Auto Pay Customer Account has been closed due to Customer fraud or where the Customer has a debt outstanding in respect of the CC Auto Pay Customer Account, then the Customer's data may be held until resolution of the outstanding matter.

6.6.4 The Customer may object to the termination of the Agreement by TfL.

All objections must be:

- made in writing;
- received by TfL no later than one week after the notice of termination was issued; and
- Accompanied by a remittance covering any outstanding balance on the CC Auto Pay Account (if requested by TfL).

Where payments are disputed or in cases relating to an outstanding debt, the Customer must still make a payment to cover all the outstanding balance. If the dispute is determined by TfL (on the information before it) in the Customer's favour then a refund will be made to the CC Auto Pay Customer Account. The determination of TfL is final.

6.7 Disclaimer of Liability

6.7.1 TfL will not be liable for any loss or damage incurred by the Customer in relation to the CC Auto Pay Scheme, except for direct loss or damage caused by the negligent acts or omissions of or a breach by TfL of its obligations under the Agreement.

6.7.2 TfL's total liability to the Customer in respect of all claims under the Agreement shall not exceed £400.

6.7.3 Nothing in this clause limits TfL's liability in respect of death or personal injury caused by the negligence of TfL.

6.7.4 In no circumstances will TfL be liable to the Customer for indirect or consequential loss or damage, or for loss of revenue, savings, profits or goodwill.

6.8 Data Protection and Freedom of Information

6.8.1 The Customer will ensure that he is fully aware of and will comply with all the requirements in the Data Protection Act 1998.

6.8.2 Images of vehicles captured by TfL will be deleted 60 days after the successful payment of the Notification Statement. If there is a query regarding one or more of the detections on the Notification Statement, the relevant images will be retained pending resolution of the query.

6.8.3 The Customer should be aware that TfL is subject to the Freedom of Information Act 2000 (FOIA), which allows members of the public to request information held by a public authority. TfL will be obliged by law, if requested under the FOIA, to supply the public with the information that has been requested and is

under a duty to operate with openness and transparency. TfL will be obliged by law to disclose such information unless an exemption applies.

6.9 Notices

6.9.1 Any Notice to be given under the Agreement must be in writing and may be delivered or sent by post to the Party to be served at that Party's last known address. Any Notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if by email, at the time of receipt. All Notices to TfL must refer to the Customer's unique CC Auto Pay Account Number. Notwithstanding this clause, the Parties may engage in general correspondence via email.

6.9.2 In the case of changes to the Agreement, Notice will be given.

6.9.3 English shall be the language for all communications between the Parties.

7.0 CC Auto Pay Operating Provisions

7.1 TfL will make available a secure access to the CC Auto Pay Customer Account online for the administration of CC Auto Pay, provided that the Customer complies with these Operating Provisions. These Operating Provisions describe the procedures to be adopted by TfL and the Customer for the set-up and operation of CC Auto Pay.

7.2 Registration

7.2.1 In order to register for CC Auto Pay the Customer must submit a Registration Form. This can be done via cclondon.com, 0845 900 1234 or a paper form can be downloaded from cclondon.com or provided on request to TfL.

7.2.2 To register for CC Auto Pay the Customer must provide the following details:

- Name and Address;
- Date of Birth;
- Contact telephone number;
- If the Customer wishes to receive Notification Statements and/ or communication over email, their email address;
- Preferred channel for Notification Statement delivery;
- Vehicle details for the vehicles the Customer wishes to register on the CC Auto Pay Account as described in clause 7.4;
- Payment card details – the £10 Annual Registration Charge will be debited from this payment card with respect to each vehicle registered to the CC Auto Pay Customer Account;
- If the Customer is registering by post, a signed and dated Recurring Transaction mandate; and
- If the Customer is registering by post, a signed Declaration.
- For Customers registering online the Recurring Transaction Mandate and Declaration will be taken to be signed on acceptance of these Terms and Conditions.

- For Customers registering over telephone the Recurring Transaction Mandate and Declaration will be taken to be signed by verbal agreement.

7.2.3 Where the Customer is a registered Resident (as defined in the Scheme Order), the qualifying Resident vehicle maybe assigned to a CC Auto Pay other than that of the qualifying Resident.

7.3 Validation of Data

At any time following the receipt by TfL of an application for Registration as a Customer (including after Registration), TfL may:

7.3.1 Require from the Customer Proof of Eligibility as defined in clause 1 in respect of any or all vehicles being registered such Proof of Eligibility is to be submitted by such date as TfL may specify;

7.3.2 If as a result of any validation checks carried out under clause 7.3.1 TfL determines that any vehicle is not an Eligible Vehicle, (including where the Customer fails to provide Proof of Eligibility to TfL's reasonable satisfaction), then:

- In relation to any vehicles in respect of which the Customer has made an application for Registration, TfL will notify the Customer of the rejection thereof; and/or
- in respect of any Registered Vehicle(s) that are not (or are no longer) Eligible Vehicles, whether or not as a result of any changes made, TfL will notify the Customer thereof and such vehicle(s) will be removed from the Registered Vehicle List from such date as TfL may specify.

7.3.3 A vehicle may only be registered to one CC Auto Pay Customer Account or one Fleet Auto Pay account at any one time.

7.4 Operation of CC Auto Pay Account

Amendment of CC Auto Pay profile

7.4.1 The Customer may make amendments to the CC Auto Pay Account profile, such as change of address, either online or by telephone.

Amendment of Registered Vehicle Details

7.4.2 The Customer is solely responsible for providing accurate and up-to-date vehicle data to TfL. The Customer may manage their vehicles online, by telephone or by post.

7.4.3 TfL accepts no liability for any data lost in transit. The Customer is responsible for the security of submitted data until it is received by TfL.

7.4.4 Addition of a vehicle to the CC Auto Pay made online, or by telephone, will be active from the day of the addition. If the vehicle is removed from the CC Auto Pay Customer Account it will still be liable for any Congestion Charges incurred during the Billing Period that the vehicle was on CC Auto Pay.

7.4.5 Customer requests to remove a vehicle from the Registered Vehicle List submitted online or by telephone will take effect on the day of the request. The

Customer will be liable for the Congestion Charge on the day of removal of the vehicle if the vehicle is driven within the zone on that day.

7.4.6 Customer requests for changes to the Registered Vehicle List submitted by post will, if approved by TfL, take effect on the CC Auto Pay Account within 10 Working Days of receipt by TfL of such request. For any such changes the Customer will receive confirmation of acceptance by their preferred communication channel. In all cases it is the Customer's responsibility to ensure that the vehicle is registered to CC Auto Pay or make provisions to pay the necessary charge by an alternative payment method.

7.4.7 The maximum number of vehicles allowed on the Registered Vehicle List for CC Auto Pay is 5. The Customer may have additional vehicles registered to their Customer Account but only 5 of these are allowed on the CC Auto Pay Registered Vehicle List.

7.5 Congestion Charges and Payments

Congestion Charges for Registered Vehicles

7.5.1 The Customer will pay a daily Congestion Charge per Registered Vehicle for every day of driving within the Congestion Charging zone on a Charging Day during charging hours as captured by the camera network in the Congestion Charging zone.

NHS Reimbursement Scheme and CC Auto Pay

7.5.2 Where a Congestion Charge has been purchased using CC Auto Pay, it cannot be refunded under the NHS Reimbursement Scheme. A Customer who is eligible for the NHS Reimbursement Scheme will need to purchase the Congestion Charge using a payment method other than CC Auto Pay and obtain a receipt number for that purchase to apply for a reimbursement for an eligible journey.

Annual Registration Charges

7.5.3 The Customer will pay the Annual Registration Charge to register each vehicle to CC Auto Pay.

7.5.4 The initial Annual Registration Charge should be made before the vehicle is added to the Registered Vehicle List for CC Auto Pay using the same payment card that the Customer has authorised for Recurring Card Transactions.

7.5.5 Subsequent Annual Registration Charges will appear on the monthly Account Statement relating to the Monthly Account Period on the anniversary of when they were added to the Registered Vehicle List for CC Auto Pay.

7.5.6 On Registration of a vehicle and payment of the Annual Registration Charge, the vehicle will be identified on the Customer's CC Auto Pay for one year from the date of Registration. Annual Registration Charges are non refundable. Within each Billing Period, the Notification Statement will include the Annual Registration Charge for Registered Vehicles which have reached their Registration anniversary. Unless the Registered Vehicles are removed from the Customer's CC Auto Pay prior to the issue of the Notification Statement, the Annual Registration Charge for a further year will

be deducted by Recurring Card Transaction as part of the Billing Period and the vehicles will continue to be registered for a further year.

PAYMENT METHOD

Payments General

TfL will endeavour to adhere to the UK card association Recurring Card Transactions code of best practice.

7.5.7 The Customer will be notified in their Notification Statement of the amount to be debited. There will be a minimum period of 5 Working Days between issue of the Notification Statement and claiming of the payment by Recurring Card Transaction. The notification will include the date the payment will be claimed by Recurring Card Transaction. TfL will ensure that debit claims made comply with the terms of the authority given by the card holder and are timed to ensure that the entry appears on the cardholder's account no later than 7 Working Days after the agreed date.

7.5.8 The Notification Statement will include all vehicle detections within the Congestion Charging Zone (usage) that have been processed within the relevant Billing Period. Due to the processing times we cannot guarantee that all detections that occur within the Billing Period will appear on that current Billing Period's Notification Statement. A detection event for a date in a previous Billing Period may not appear until the following Billing Period Notification Statement.

7.5.9 If there are no detection events or any other activity posted in a Billing Period, no Notification Statement will be issued. In such circumstances, the Notification Statement advising that no payments are due will still be viewable online.

First payment

7.5.10 The initial Annual Registration Charge for every vehicle registered to CC Auto Pay should be paid in advance by the same card for which we hold a Recurring Card Transaction term of authority. Until the initial Annual Registration Charge is paid successfully the vehicle will not be considered active on CC Auto Pay and the Customer should ensure that any Congestion Charge due is paid by an alternate mechanism.

On-going monthly payments

7.5.11 TfL reserves the right to vary the frequency of Recurring Transaction requests from the Customer's payment card.

7.5.12 Where the Customer queries individual Registered Vehicle Congestion Charging Zone Usage, discrepancies will be investigated and resolved with the Customer. Adjustments will be debited from or credited to the CC Auto Pay Account as appropriate.

Failure to make payment

7.5.13 This clause 7.5.13 is without prejudice to any of TfL's other rights and remedies under the Agreement, the Congestion Charging Scheme Order or otherwise in relation to unpaid Congestion Charges. If the Customer fails to make payment by payment card of any sums due under the Agreement, TfL may make up to one further

attempt to obtain payment, following which TfL may notify the Customer in writing of its failure to make payment and request that the Customer make payment of the outstanding sums within 5 Working Days of the notice. If the Customer fails to make payment upon notice within the time allowed under this clause 7.5.13, TfL may terminate the Agreement immediately upon notice in writing in accordance with the terms in clause 6.5.

Payment of Congestion Charges for Vehicles not registered on CC Auto Pay

7.5.14 The Customer will be required to pay the Congestion Charge using another method of payment for any vehicles which are not registered to CC Auto Pay. The payments are to be made in accordance with the Congestion Charging Scheme Order, details of which are available from TfL on request.

Failure to pay the charge can result in the issue of a Penalty Charge Notice.

7.6 Queries

7.6.1 TfL will provide Customer Service facilities to address general queries and issues relating to the operation of the CC Auto Pay Customer Account. These will include a list of questions and answers on the TfL Website, and the ability to ask questions online. The Customer Help Line will be available for issues relating to the operation of the CC Auto Pay Customer Account. The CC Auto Pay Help Line can be contacted on 0845 900 1234.

7.6.2 Responses to queries will normally be sent back within 2 Working Days from the date of receipt. TfL will aim to resolve all queries within 10 Working Days from the date of receipt. If resolution is not achieved in this time, escalation procedures will be available as notified by TfL from time to time.

8.0 Mobile phone text message Service – Terms and Conditions

DO NOT TEXT AND DRIVE. TfL does not recommend the use of a mobile phone whilst driving, either for the telephone or text messaging. As such, any proceedings or actions that are brought by the authorities in relation to improper or illegal use will be fully at your own risk. TfL will accept no liability for any issue that arises from your use of a mobile phone whilst driving.

IF YOU USE THE MOBILE PHONE TEXT MESSAGE SERVICE TO PAY THE CONGESTION CHARGE, DO SO BEFORE OR AFTER YOUR JOURNEY. THIS SERVICE IS NOT AVAILABLE TO PAY THE LEZ CHARGE.

8.1 Eligibility

The mobile phone text message Service is only available if you are a UK resident and hold a valid credit or debit card. You must use a mobile phone capable of sending and receiving 160 character text messages on one of the major UK mobile networks and only you alone can be registered to a mobile phone number to utilise this Service. Text messages sent from web-based Services providers are not supported by the mobile phone text message Service. The mobile phone text message Service requires you to register via our Contact Centre. Residents of the Congestion Charging Zone will only be eligible for the Discounted mobile phone text message Service if they have successfully registered for the Discount and have received their eligibility letter.

8.2 The mobile phone text message Service

TfL offers this mobile phone text message Service to enable the payment of the Charge from your mobile phone. The mobile phone text message Service enables you, once registered as a Customer of the mobile phone text message Service, to pay the Charge using a single text message directly from your mobile phone. Originator text messages sent from TfL will be identified as “CC London” or, in the case of error messages, as “ERROR CC London”. Please note that not all mobile network providers are able to show text – for some mobile users, all messages from the mobile phone text message Service will appear as from ‘81099’. It is your responsibility to check all messages received from the mobile phone text message Service.

8.3 Registration process

To complete the mobile phone text message Service Registration, TfL will require you to provide certain accurate mandatory information. To activate this mobile phone text message Service, you will be sent a randomly generated text message token from “CC London”. This token must be forwarded to “CC London” via a text message from your registered mobile phone.

8.4 Payment conditions

Payments will be deducted from the registered credit or debit card details recorded with the mobile phone text message Service, for the current day, either as a ‘daily’ payment, or as a ‘weekly’ payment (for five consecutive Charging Days for a Resident).

8.5 The mobile phone text message Service and the Residents’ Discount

To use the mobile phone text message Service as a Resident of the Congestion Charging Zone and be eligible for the 90% Discount, you must have registered with TfL as a Resident in line with the criteria specified on the Residents’ Discount Registration Form (as defined by the Congestion Charging Scheme Order). Residents must ensure that their Discount is renewed at the end of each year. If eligibility for the Residents’ Discount has not been confirmed, then the mobile phone text message Service will apply Charge payment requests at the full standard rate for a single day.

8.6 Making payments

An attempt to make a Congestion Charge payment may be made by mobile phone text message on the day of travel before midnight at a Charge of £10 per day (for non-registered Residents). Residents may attempt to make a Congestion Charge payment by mobile phone text message on the day of travel for a period of 5 consecutive Charging Days. If a valid confirmation receipt message has not been received from the mobile phone text message Service before midnight on the day of travel then payment of the Charge cannot be guaranteed and should not be assumed. In these circumstances, you can check if payment has been made by telephoning the Contact Centre or via the cclondon.com website and, if necessary, make payment through another payment channel.

The mobile phone text message Service cannot be used to pay the Charge for the previous Charging Day.

8.7 Mobile phone text message costs

You are liable to pay ALL outgoing text message costs and charges to your network provider, under the terms of your network agreement. Messages received from “CC London” (e.g. receipts or error messages) will be at no charge to you.

8.8 You must retain receipt details as ‘proof-of-purchase’, should any dispute or representation be made with regards to a PCN raised by TfL for non-payment.

It is your responsibility to read all messages received from the mobile phone text message Service. TfL is not responsible for your failure to read messages sent from the mobile phone text message Service and take action accordingly.

TfL reserves the right to delete your mobile phone text message Service Registration in order to maintain the security and integrity of the mobile phone text message Service. TfL also reserves the right to change or discontinue, temporarily or permanently, the mobile phone text message Service at any time without notice. You agree that we will not be liable to you or any third party for any modification to the mobile phone text message Service or if it is discontinued. If the latter occurs, you must purchase the Charge via another payment channel.