

# 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 IVR interactive 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.

Customers may also register for the following optional Service:

- Mobile Phone Text Messaging

By participating in this Service through registration, you agree to be bound by the terms and conditions for the Service.

## 1.0 Definitions

**“Charging Day”** means a day on which the Low Emission Zone Charges apply within the Low Emission Zone, as defined by the Low Emission Zone Scheme Order and/or a day on which the Congestion Charge applies within the Congestion Charging Zone, as defined by the Congestion Charging Scheme Order.

**“Congestion Charge”** means the Charge imposed by article 6 of the Congestion Charging Scheme Order.

**“Congestion Charging Scheme Order”** means the Greater London (Central Zone) Congestion Charging Order 2004, as confirmed by the Mayor of London on 27 October 2004 and subsequently varied.

**“Congestion Charging Zone”** means the geographical zone within which, on a Charging Day, Registered Keepers of Vehicles, unless Exempt, Discounted or Excluded, will be liable pursuant to the Congestion Charging Scheme Order to pay the Congestion Charge for their vehicles to be lawfully driven or parked.

**“Customer”** means the person (including an organisation) for whom and on whose behalf the relevant Customer Account is opened.

**“London Road User Customer Account”** means personal details held by TfL on behalf of the Customer for use with the London Road User Charging Scheme(s) for which the Customer is given a Customer Account Number. The Customer can access their Account using a secure PIN number. This Account will also hold details of any services the customer may have registered for such as a discount..

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

**“Discounted”** means vehicles that have been registered for a 100% discount from the Congestion Charge in accordance with the eligibility criteria set out in the Congestion Charging Scheme Order.

**“Excluded”** means residents living within the Congestion Charging Zone with a valid parking permit, which enables them to park all day in a residents’ parking bay within their local parking zone without paying any Congestion Charge, providing they do not move the vehicle during the hours of operation of the Congestion Charging Scheme;

**“Exempt”** means vehicles that are automatically identified as non-Chargeable under article 4(4) of the Low Emission Zone Scheme Order or Annex 2 of the Congestion Charging Scheme Order, and Exemption is to be read accordingly.

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

**“Low Emission Zone (LEZ)”** means the shaded area shown on the zone plan, the boundaries of which are defined on the boundary plans as Annex 1 of the Low Emission Zone Scheme Order.

**“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 confirmed by the Mayor of London on 3 May 2007 and subsequently varied.

**“Penalty Charge”** means a Charge imposed by a charging scheme by virtue of regulation 4 of the Road User Charging (Charges and Penalty Charges) (London) Regulations 2001, as amended.

**“Penalty Charge Notice (PCN)”** means a notice issued under regulation 12 of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001, as amended.

**“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 Resident”** means a resident of the Congestion Charging Zone who complies with paragraph 1 of Annex 3 to the Congestion Charging Scheme Order.

“**Service**” facilities available to Customers registering their details with TfL.

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

**2.1** By registering a payment card to your Road User Charging 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.

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. Subject to clause 6, TfL shall not be responsible for your card issuer or bank charging you as a result of TfL’s processing of it’s credit or debit card payment, or in respect of any refusals or delays in authorisation by the bank or card issuer.

If you elect to receive a receipt of a Charge payment or Penalty Charge payment, receipt of a valid payment will be confirmed by TfL by email or post to your registered email or postal address (as selected by you). If you do not receive a valid confirmation receipt, or elect not to receive a receipt, payment of the Charge or Penalty Charge should not be assumed. In these circumstances, you may check if payment has been made by telephoning the Contact Centre or by checking the status of the payment online and, if payment has not been confirmed, you should pay the Charge or Penalty Charge through another payment channel.

TfL may reject a Charge payment or Penalty Charge payment for any reason.

## **2.2 Customer’s Responsibility**

By accepting these terms and conditions you, represent and warrant that all information provided by you to TfL, including but not limited to information provided in your application for a London Road User Charging Account and all subsequent information provided by you in relation to that account, is true, complete and accurate in all respects. You must at all times provide up to date registration details, and must ensure that you inform TfL as soon as possible of any changes to the registered credit or debit card, or the loss, theft, expiry of the same.

You are responsible for all electronic communications and content sent by you to TfL, including for the security of all data submitted by you to TfL until it is received by

TfL. Subject to clause 6, TfL accepts liability for data submitted by you which is lost in transit or corrupted during transit.

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

### **3.0 Interactive Voice Response (IVR) service – Terms and Conditions**

#### **3.1 Eligibility**

The IVR Service is available if you register with TfL as a registered Customer. The IVR Service can be used from any touch tone phone.

#### **3.2 The IVR Service**

TfL offers this IVR Service to enable the payment of the Charge. You can pay the Charge beforehand, on the day of travel, or the following Charging Day.

#### **3.3 Congestion Charge**

The daily Charge is £8 if you pay by midnight on the day of travel, or £10 if you pay by midnight the following Charging Day. Payments can also be made weekly (5 consecutive charging days) and monthly (20 consecutive charging days). If you wish to pay for a period longer than one day the start date of the Charge can only be the current charging date or another charging date up to 90 days in the future. You cannot pay for a weekly or monthly Charge through the IVR service with the start date being the previous Charging Day.

#### **3.4 London Low Emission Zone (LEZ) Charge**

Customers can make a LEZ Charge payment through the IVR Service for any vehicle registered to their account at any time during the period of sixty-four (64) working days immediately preceding the Charging Day concerned until midnight the next day after the charging day concerned; or a Penalty Charge payment as specified in the relevant PCN.

#### **3.5 Registration Process**

To register with TfL, you can log on to the [cclondon.com](http://cclondon.com) site or call [0845 900 1234]. You can register up to 10 of your vehicle(s), your postal address and email address and other contact details if you wish. You will have the option of registering a valid debit or credit card against your Customer Account. This will mean that you will be asked only to confirm the last four digits of your credit or debit card when making a Charge payment as a registered Customer through the web, the Contact Centre or IVR payment channels. You will also be asked to register a six digit personal identification number (PIN) of your choice against your account. You will then be issued with a Customer Account Number. You will be asked for both your Account Number and PIN when making Congestion Charge payments as a registered Customer when using the IVR Service.

#### **3.6 The IVR Service and Resident's discount**

To use the IVR 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). Registered 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 IVR Service will apply Charge payment requests at the full standard rate for a single Charging Day. Registered Residents

can use the IVR Service to pay the Charge weekly (for a minimum of 5 consecutive Charging Days) or monthly (20 consecutive Charging Days).

Registered Residents who wish to pay for the previous Charging Day's Charge on the following Charging Day, must pay the Charge for the previous day's Charge at the non discounted rate. Residents cannot pay for a discounted Charge with a start day earlier than the current Charging Day.

### **3.7 Payment Conditions**

Payments will be deducted from the credit or debit card given or from the registered credit or debit card details recorded with the IVR Service, for the current day, either as a 'daily' payment, the previous Charging Day as a 'daily' premium payment, or weekly (5 consecutive Charging Days), or monthly (20 consecutive Charging Days) for non Registered Residents. For registered residents payments will be deducted as a 'weekly' payment (for five consecutive Charging Days for a resident with a registered discount). Charges cannot be cancelled, changed, reversed or refunded. A Customer should normally expect to make one phone call to the IVR Service to pay the Charge.

### **3.8 IVR Telephone call costs**

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

### **3.9 Customer's responsibilities**

Through accepting your registration, 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 also must 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. You must also retain receipt details as 'proof-of-purchase', should any dispute or representation be made with regards to a PCN issued by TfL for non-payment.

### **3.10 Service availability**

The IVR Service is provided on an "as is" and "as available" basis and TfL does not warrant or guarantee that the IVR Service will be uninterrupted or error free. It is your responsibility to ensure that the Charge is paid on, before the day of travel, or by midnight the following Charging Day using any one of the payment channels available to you. TfL reserves the right to change or discontinue, temporarily or permanently, the IVR Service at any time without notice. You agree that TfL will not be liable to you or any third party for any modification to the IVR Service or if it is discontinued. If the latter occurs, you must pay the Charge via another payment channel.

### **3.11 Security**

You must take all necessary steps to ensure any information provided during registration 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. If an incorrect credit / debit card suffix code is used on three consecutive occasions your profile will be locked for this IVR Service. If your account is locked, you should contact TfL and satisfy such security measures as may be required before use of the IVR Service may be resumed. If TfL has reason to believe that there is likely to be a breach of security or misuse the IVR Service, your use of the IVR Service may be suspended and you will be notified accordingly.

### **3.12 Data Protection**

Data protection information will be made available to you on registration. This will be presented to you on screen when you register through our web site, or as a call centre option to listen to. You may also elect to receive updates from TfL on TfL's transport-related products and services, including Congestion Charging and other transport-related issues. If you no longer want to receive these product service updates, or if you require any further information on TfL's central London Congestion Charging Data Protection Policy, you can contact TfL using contact details set out at the end of these terms and conditions.

### **3.13 Illegal use of the IVR Service**

You agree not to use the IVR Service for illegal purposes, fraudulently or in connection with a criminal offence.

### **3.14 Acceptance of the Terms**

These terms and conditions apply to the registration and usage of the IVR. You are advised to read these terms each time you visit the TfL web site as they remain subject to change. When you click the "I Accept" button on the Registration Form at the TfL web site, you agree to these terms and conditions. If you decline to accept these terms, you will not be entitled to use the IVR.

## **4. Mobile phone text message service – Terms and Conditions**

**DO NOT TEXT AND DRIVE. 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.**

### **4.1 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.

### **4.2 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 the 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. An optional monthly statement service is available at the time of registration – these will only be issued if you have used the mobile phone text message service to pay Charges within the past month.

### **4.3 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.

#### **4.4 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 Registered Resident). Charges cannot be cancelled, changed, reversed or refunded.

#### **4.5 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). Registered 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.

#### **4.6 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 £8 per day (for non Registered Residents). Registered 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](http://cclondon.com) web site 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.

In the event of non-payment of the Charge a PCN will be issued against you.

#### **4.7 Mobile phone text message costs**

You are liable to pay ALL outgoing text message costs 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.

#### **4.8 Customer’s responsibilities**

Through accepting your mobile phone text message service registration, 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 also must 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. You must ensure that your mobile phone is protected with a handset security PIN code, that credit or debit card details remain private and that your registered mobile phone is not available to another user to pay the Charge.

Any Charges that are paid from the registered mobile phone will be your responsibility. You must also 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.**

In order to make the distinction between payment error messages that alert you to an error with your payment and the need to take appropriate action (such as paying the Charge through another channel) and other messages, error messages will be labelled as “ERROR CC London”. Other messages will be labelled as “CC London”.

Please note that some mobile phone networks are not able to show the mobile phone text message label as text i.e. messages received by phones used on these networks will not be labelled as ‘CC London’ or ‘ERROR CC London’, but as ‘81099’. It is the Customer’s responsibility to check all messages received.

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.

#### **4.9 Mobile phone text message service availability and TfL’s Rights**

The mobile phone text message service is provided on an “as is” and “as available” basis and TfL does not warrant or guarantee that the mobile phone text message service will be uninterrupted or error free. Poor performance can be brought about by congestion on your mobile network or by loss of external networks. The mobile phone text message service is provided without any other warranties or guarantees (including any warranties implied by law) unless expressly stated otherwise. The mobile phone text message service may reject your payment request for any reason. TfL will not guarantee any mobile phone text message service level for this mobile phone text message service.

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.

#### **4.10 Security**

You must take all necessary steps to ensure any information provided during registration is kept confidential, is used properly and is not disclosed to other persons. You agree to notify us 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. Mobile phone text messages are transmitted unencrypted, therefore access by third parties, although unlikely, is possible. TfL reserves the right to amend and update security procedures without notification. Notwithstanding the above, there are certain risks associated with mobile phone text message service communications and credit card use over which TfL has no control. If an incorrect credit / debit card suffix code is used on three consecutive occasions your profile will be locked for this mobile phone text message service. If your account is locked, you should contact TfL and satisfy such security measures as may be required before use of the mobile phone text message service may be resumed. It is your responsibility to ensure that a valid payment has been made for the day of travel by using any of the payment channels available to you or a PCN may be issued against you. If TfL has reason to believe that there is likely to be a breach of security or misuse the mobile phone text message service, your use of the mobile phone text message service may be suspended and you will be notified accordingly.

#### **4.11 Data protection**

TfL reserves the right to send you, from time to time, text messages about this mobile phone text message service (e.g. operational changes or notify you of any changes to these terms and conditions that you may need to know about). These will be at no cost to you. Data protection information will be made available to you on registration. This will be presented to you on screen when you register through our web site, or as a call centre option to listen to. You may also elect to receive updates from TfL on TfL's transport-related products and services, including Congestion Charging and other transport-related issues. If you no longer want to receive these product service updates, or if you require any further information on TfL's central London Congestion Charging data protection policy, you can contact TfL using contact details set out at the end of these terms and conditions.

#### **4.12 Illegal use of the mobile phone text message service**

You agree not to use the mobile phone text message service for illegal purposes, fraudulently or in connection with any criminal offence.

#### **4.13 Acceptance of the terms**

These terms and conditions apply to the registration and usage of the mobile phone text message service. You are advised to read these terms each time you visit the TfL web site as they remain subject to change. If you decline to accept these terms, you will not be entitled to use the mobile phone text message service.

### **5.0 Website availability and TfL's rights**

**5.1** The service is provided on an "as is" and "as available" basis and TfL does not warrant or guarantee that the service will be uninterrupted or error-free. TfL may restrict or suspend online access to London Road User Charging accounts from time to time to allow for maintenance, repairs or the introduction of new facilities or features. At times when the online access is restricted or suspended you shall be responsible for paying any relevant Charges or Penalty Charges via another payment channel and subject to clause 6 TfL shall have no liability in respect of the same.

**5.2** 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 by English Law) unless expressly stated otherwise.

**5.3** TfL reserves the right to close, suspend or block an account at any time without notice to you in order to maintain the security and integrity of the Service. TfL also reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. If the Service is discontinued you must pay the Charge or Penalty Charge via another payment channel. You agree that, subject to clause 6, TfL will not be liable to you or any third party for any closure, suspension or blocking of your or any other account, any modification to the Service or if the Service is discontinued.

### **6.0 Security**

You must take all necessary steps to ensure any information provided during registration and subsequently to TfL, including credit and debit card numbers, Account numbers, and PIN's, is kept confidential, is used properly and is not disclosed to unauthorised persons. You agree to notify TfL immediately if any such

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. Subject to clause 6, TfL will not be liable for any loss or damage incurred by you as a result of any breach of security or unauthorised disclosure by you, including without limitation due to misuse of a London Road User Charging Account as the result of the disclosure of a PIN to unauthorised persons and due to the use of a credit or debit card by an unauthorised person.

If you enter incorrect log-in details three times on any day, or if TfL has reason to believe that there has been or likely to be a breach of security or misuse of the Service, your Account may be locked by TfL. In this event you will be required to contact TfL and satisfy such security measures as TfL may require before use of the Service may be resumed. You remain responsible for ensuring that a valid Charge payment has been made where relevant by using an alternative payment channel.

TfL reserves the right to amend and update its security procedures without notification.

## **7.0 Unacceptable use of the Service**

You agree not to use the Service:

For illegal purposes, fraudulently or in connection with a criminal offence;

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.

## **8.0 Acceptance of and changes to the terms**

These terms and conditions apply to your registration and usage of the Service. 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. If you decline to accept these terms, you will not be entitled to use the Service.

TfL may change these terms and conditions from time to time at its discretion. TfL shall notify you in advance of any changes which it considers to be material, but you shall not be notified specifically in respect of all other changes. Changes shall take effect as soon as they are made by TfL. You are advised to read these terms and conditions on a regular basis. Your continued use of a Road User Charging Account shall be deemed to constitute your acceptance of such changes whether or not you have been specifically notified of them..

## **9.0 Electronic communications**

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.

## **10.0 Miscellaneous**

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.

The Road User Charging Account and the Customer's rights and obligations under these Terms and Conditions shall be personal to you and shall not be transferable or assignable to any other person.

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.

## **11.0 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.

## **12.0 TfL Contact Details**

You can contact TfL at [cclondon.com](http://cclondon.com) or by calling 0845 900 1234.