



GENERAL TERMS

These Terms and Conditions, the Privacy Policy, and the Local Residents' Discount Scheme 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.

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

New Applications

By submitting your application for an Account and/or the Local Residents' Discount Scheme you agree to the terms of this Agreement. Our acceptance of your application constitutes a legally binding agreement between you and the Secretary of State for Transport on those terms. If you are a corporate Account Holder, you are also responsible for ensuring that those who use vehicles linked to your Account comply with this Agreement. This Agreement is effective as soon as you open an Account with us.

Change of Existing Agreements

If you are an existing Account Holder, these Terms and Conditions supersede any previous terms and conditions which governed the use of your Account with immediate effect.

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 and, if you are joining the Local Residents Discount Scheme, the Annual Registration Fee. 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 registered keeper of the vehicle(s) that you register to your Account or have the permission of the registered keeper(s) to register their vehicle to your Account and receive information about the vehicle and its crossings.
- 1.4 The Agreement 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 have applied by telephone – once our customer representative confirms that your Account has been opened successfully;
 - c. if you have 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 unsuccessful, we will notify you and may ask you to provide us with more information.
- 1.6 Once your Account is open it will become active immediately and any Charges incurred by you will automatically be deducted.
- 1.7 Your details necessary for us to operate this Agreement and your Account will be processed by us in accordance with the Privacy Policy.

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 Agreement 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 or online at www.gov.uk/dart-charge.
- 2.2 If you cancel within the Cancellation Period:
 - a. we will not charge you for cancelling this Agreement; and
 - b. we will refund 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 prior to you cancelling this Agreement. 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 by you after the Cancellation Period is to be done only as specified in clause 9.2.

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. By entering into this Agreement you consent to these images being acquired and processed by us and that we may retain and use any such images in accordance with, and for the purposes described in, our Privacy Policy.

4. Notification of Sale or Theft of Vehicle

- 4.1 If your vehicle is sold or stolen you must immediately notify us so that we can remove the vehicle from your account. If you have been charged for Crossings made after the vehicle was sold or stolen then you must tell us immediately by telephone.
- 4.2 If you do not notify us in accordance with clause 4.1 you will remain liable for any Charges incurred by the vehicle and your Account will continue to be debited for those Charges.
- 4.3 If you have sold your vehicle and bought another one, 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 of the Charges. 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. 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 £5 minimum) which will trigger an Auto-Top-Up payment.
- 5.5 You may monitor your Account 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 deducted 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 Where you have provided us with a valid email address, 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 Conduent for such paper statements, the amount of 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 object to 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 business 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 from time to time an amount of credit in your Account that is reasonably required to meet future Charges applicable to the vehicle(s) 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 balance by returning to you the excess amount from your Account, or treat the making of the excess payment(s) as a breach of this Agreement and give you notice to terminate it pursuant to clause 9.1(f)(ii). The account will be terminated unless you can provide justification satisfactory to us as to why it is appropriate to maintain the level of credit balance in question.

- 5.9 Apart from payment by Mandate, other acceptable methods of paying the Charges are payments by debit or credit card (excluding American Express), postal order and cheque (UK sterling) drawn on a UK clearing bank account or cash (UK sterling)
- 5.10 You may be issued with a Penalty Charge Notice for any unpaid Crossing. Non-payment of a Penalty Charge Notice could result in an additional charge being payable by you which if not paid could be registered as a debt against your name in the County Court.

6. Account Suspension

- 6.1 It is your responsibility to keep your Account in credit. Having an Account will not prevent a Penalty Charge Notice being issued if your Account balance is insufficient to cover any Charges incurred by your vehicle(s), so please monitor your Account and ensure you have sufficient credit at all times.
- 6.2 Your Account will be suspended in the following circumstances:
- when a Charge is incurred by a vehicle registered to the Account for which there are insufficient funds in the Account;
 - if the Account contains insufficient funds to settle the full Charge for a Crossing by the vehicle in the lowest charging class associated to the Account;
 - the Account has a credit balance of less than £2.
- 6.3 If your Account has been suspended, you will receive a notification advising you to:
- make payment for any unpaid Crossings;
 - top-up your Account to at least the minimum balance threshold.
- 6.4 Where you have not taken one of the actions described in clause 6.3 within 5 days of you being notified that your Account is being suspended, your Account will be classified as Dormant and become eligible for closure under clause 9.1(g).

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 accessing your Account.
- 7.3 You agree:
- that it is your responsibility to keep your Account in credit;
 - to update your vehicle details appropriately, and notify us if your vehicle is sold or stolen in accordance with clause 4.1;
 - 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 described in clause 5.9;
 - to pay the Charges in full;
 - that the Discount will not apply if your Account does not have enough credit to cover the Charge in question;
 - to notify us immediately if you have reported your vehicle as sold or stolen in accordance with clause 4.1 and have since re-purchased or recovered it;
 - 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 (SI 2001/561) (as amended); and

- that your Account can only be used to pay for Charges incurred by the vehicle(s) registered to the Account.

8. Inactive Accounts

- 8.1 If you have not used your Account for a continuous period of 12 consecutive months it will become an Inactive Account and we will write to the email or postal address you have provided to us to advise you of the actions you can take within the next 90 days to reactivate the Inactive Account and prevent it from being closed.
- 8.2 The actions you can take to reactivate your Inactive Account within that 90 day period are:
- requesting us to keep the Inactive Account open via the account management page of the website;
 - making a Crossing; or
 - making a Manual Top-Up.
- 8.3 If you take no action to reactivate your Inactive Account within the 90 day period referred to in clause 8.1 we may close your Inactive Account and terminate this Agreement under clause 9.1(h).
- 8.4 If your Inactive Account contains a credit balance when it is closed under clause 9.1(h) we will endeavour to refund any outstanding credit balance to the bank account identified in the Mandate current at the time of that closure.
- 8.5 Following the closure of an Inactive Account under clause 9.1(h) you may claim any outstanding credit balance (which it has not been possible to return to you pursuant to clause 8.4) for a period of 7 years from the date the Inactive Account was closed.

9. Account Closure and Termination of Agreement

- 9.1 We may close your Account and terminate this Agreement 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 close your Account under (ii) we reserve the right (acting reasonably) to refuse to open another Account on your behalf or allow you to use a Local Residents' Discount Scheme;
 - where you have elected to make payments into your Account by any of the payment methods described in clause 5.9, if your proposed payment is not accepted 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 or the Local Residents' Discount Scheme or have made any use of the Account or the Local Residents' Discount Scheme 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 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 of your assets (and does not relinquish possession within 30 days);
 - for corporate Account users, if an administrative receiver or receiver is validly appointed in respect of your assets or an administration order is made or an order or 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 and required you to remedy it;
 - if your Account has been Dormant for a consecutive three-month period; or
 - at least 90 days have passed since your Account became an Inactive Account.
- 9.2 You may terminate this Agreement on 30 days' notice to us either in writing, by telephone or online via the Website.
- 9.3 We may terminate this Agreement on 30 days' written notice to you for any reason.
- 9.4 Any termination of this Agreement is without prejudice to any other accrued rights or remedies that you or we may have.

10. Notices

- 10.1 Where you are required to give us 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 309, Leeds, LS11 1HJ. Please note that if you write to us and have not paid sufficient postage charges, Dart Charge may charge you for the cost of any postage that is required to pay on your behalf.



- 10.2 Where we are required to notify you under this Agreement we will send that notice by post (or by hand delivery) or by email to the address you last gave to us in accordance with clause 1.1 or 7.3(k).
- 10.3 A 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 Discount 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 object to 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 30 days written notice under clause 9.2.

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 object to such assignment, transfer, charge or other dealing you may terminate this Agreement and close your Account by giving us 30 days written notice under clause 9.2.

13. Privacy

By entering into this Agreement you agree to be bound by the terms of our Privacy Policy which is available at www.gov.uk/dart-charge.

14. Limitation of Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO 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:
- any breach of our contractual obligations; and
 - any representation, statement or tortious act or omission including negligence, save that any exclusions or limitations will not apply in the case of fraud
- with any of the situations described in (a) and (b) being an "Event of Default".
- 14.2 Nothing in this Agreement will exclude or limit our liability to you for (i) death or personal injury resulting from our negligence, (ii) fraud or (iii) 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 damage to your physical property resulting from our negligence.
- 14.4 Subject to clause 14.2 and 14.5, our entire liability will be limited to an amount equal to £50,000 in the case of any Event of Default and/or any damage to your physical property resulting from our negligence.
- 14.5 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 gives rise substantially to the same loss the limit in clause 14.4 will apply to all claims arising from those Events of Default made during that 12 month period.
- 14.7 Before taking any action against us, you will notify us in writing of the Event of Default you consider to have occurred and give us not less than 30 days from the date of that notification to remedy it to your reasonable satisfaction.
- 14.8 We will have no liability to you in respect of any Event of Default unless you have notified us of it in writing within two years of the date you

became aware of 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 we exclude all conditions, warranties, representations and/or undertakings, express or implied, statutory or otherwise to the fullest extent permitted by law.

15. Contacting Dart Charge

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

16. Information About Us

We are the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London, SW1P 4DR. The Accounts and Local Residents' Discount Scheme and Website are operated on our behalf by Conduent Public Sector UK Limited as our agent (company number 02840514, registered in England and Wales, with registered office at One George Yard, London, England, EC3V 9DF (VAT number GB615367147)).

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 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 We may vary this Agreement from time to time by publishing a new version of it on the Website.
- 18.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.3 A failure or delay by You or We to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 With the exception of the rights afforded to Conduent this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19. Force Majeure

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

20. Governing Law and Jurisdiction

- 20.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 20.2 You and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.



LOCAL RESIDENTS' DISCOUNT SCHEME (LRDS) - 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 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

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 You have the right to cancel your admission onto the Local Residents' Discount Scheme at any time within 14 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 309, Leeds, LS11 1HJ or by contacting us at www.gov.uk/dart-charge. If you cancel within the cooling off period:
 - a. we will not charge you for cancelling your admission onto the Local Residents' Discount Scheme; and
 - b. 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.
- 1.5 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 however any termination of your Account can only be done under clause 9.2 of the General Terms.

2. Eligibility and Application Process

- 2.1 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, however all household members are eligible.
- 2.2 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 is your only or main and permanent home.
- 2.3 Your application must include 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 two of the following showing your name and address:

- a. a current council tax bill for the application address;
- b. a bank or credit card statement no more than 3 months old;
- c. a utility bill (for example gas, electricity or water bill but not a mobile phone bill) no more than 3 months old;
- d. an income support book or housing association rent document; or
- e. 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 Discount 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:

- a. Car
 - i. 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

- ii. your vehicle lease document showing that the vehicle is leased in your own name.
- b. 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.

- 2.4 We may reject your application if you do not include 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.
- 2.5 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:
 - a. in full, if you do not already have a valid Account for your vehicle; or
 - b. less the Discount, if you already have, and use, a valid Account for your vehicle.

3. Annual Registration Fee

- 3.1 To register for the Local Residents' Discount Scheme, you must pay the Annual Registration Fee.
- 3.2 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 5.9 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 payment to us.
- 3.3 If we accept your application, the Annual Registration Fee is non-refundable, except where you cancel your LRDS application within the cooling-off period (see clause 1 of these Special Terms).
- 3.4 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 close your Local Residents' Discount Scheme account and clause 6.5 of these Special Terms will apply.

4. The Annual Allowance

- 4.1 You may choose the Annual Allowance LRDS 10 or LRDS 20.

The Annual Allowance - LRDS 10

- 4.2 If you are accepted onto the LRDS under LRDS 10 your Account will be credited with an Annual Allowance. For each LRDS Crossing we will deduct one Crossing from your Annual Allowance
- 4.3 If you use up all of the Crossings 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 Crossings 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 Crossings in your Annual Allowance have no cash value and any Crossings remaining in your Annual Allowance on termination of your admission onto Option A of the Local Residents' Discount Scheme are not refundable.
- 4.6 We 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 20

- 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 Crossings in your Annual Unlimited Allowance have no cash value allocated to the Account as the number of Crossings is unlimited.



4.10 We 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. Non LRDS Registered Vehicles

You agree that if you make a Crossing using a vehicle which is not registered by you to the Local Residents Discount Scheme any Charges incurred by that vehicle must be paid by one of the available methods and will not include a Discount.

6. Closure of your Local Residents' Discount Scheme Account

- 6.1 Your enrolment into the LRDS will close 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 LRDS at any time by giving us 30 days' notice in writing in accordance with clause 10.1 of the General Terms.
- 6.3 The LRDS may be withdrawn or suspended or its terms or the eligibility criteria may be varied by us at any time. We have no liability to you for any loss you may suffer as a result of such withdrawal, suspension or changes to the terms or eligibility criteria.
- 6.4 We may terminate your admission onto the LRDS 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 LRDS 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 by the General Terms only of this Agreement; and
 - b. save where clause 6.3 of these Special Terms applies and subject to clauses 9.1(a), (c) or (d) 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.



DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise the following words and expressions when used in this Agreement will have the following meanings:

"Account"	the Dart Charge account linked to your vehicle into which you can deposit money to pay for Charges in respect of Crossings made by that vehicle);
"Account Holder"	the named owner of the Account;
"Account Application"	your application to open an Account;
"Agreement"	these General Terms, the Special Terms (where applicable) and the Privacy Policy;
"Annual Allowance"	a limited allowance of Crossings credited to your Local Residents' Discount Scheme account determined by the rate/value then applicable on your Start or Renewal Date;
"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;
"Annual Unlimited Allowance"	an allowance of Crossings in any one Local Residents' Discount Scheme Membership Year which 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 issued by 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 balance threshold is reached;
"Automatic Number 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"	any time 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 Crossing 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;
"Conduent"	Conduent Public Sector UK Limited (company number 02840514,) registered in England and Wales, with registered office at One George Yard, London, England, EC3V 9DF;
"Crossing"	a single journey across the Dartford Thurrock Crossing;
"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;
"Dartford-Thurrock"	the A282 trunk road between Dartford and Thurrock as identified in the Charging Order;

"Crossing"	
"Discount"	the reduced amount charged when funds are drawn from an Account rather than a cash payment being made;
"Dormant Account"	an Account which has (i) insufficient means to satisfy the Charges incurred by a vehicle registered to the Account or (ii) insufficient information to associate Crossings to the Account or to a vehicle;
"Event of Default"	has the meaning ascribed by clause 14.1 of the General Terms;
"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;
"Inactive Account"	an Account which has not been used for a continuous period of at least 12 months;
"Initial Credit Payment"	the first sum you are required to pay into your Account as specified on the Account Application form or notified to you via telephone;
"Local Residents Discount Scheme" or "LRDS"	a scheme under which residents living within the Local Residents Zone are entitled to a specified number of discounted Crossings per year;
"Local Residents Rate"	the discounted Charge (notified to you from time to time) payable by you if: (a) you are admitted to the LRDS Option A; and (b) you make a crossing on Dartford-Thurrock Crossing having used all available Crossings;
"Local Residents Zone"	residents in the area defined by the Dartford Borough Council and Thurrock Borough Council boundaries and who pay their council tax to either of these councils;
"LRDS Crossing"	a Crossing made using a vehicle registered to a 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 a 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 participation in 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;
"Privacy Policy"	our policy governing processing of the information provided by you. A copy appears on the Website and is available in writing on request;
"Renewal Date"	each anniversary of the Start Date;
"Start Date"	the date on which we notify you that your application for enrolment 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;
"Terms and Conditions";	the terms and conditions relating to your Account set out in this Agreement;
"us", "we" and "our"	the Secretary of State for Transport (including where acting through its agent Conduent);
"Website"	the website at www.gov.uk/dart-charge ;



"Welcome Pack"	the information pack we will send you when you open an Account;
"you" and "your"	the person applying for or issued with the Account, and/or membership of the 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;