



SABA ONLINE, TELEPHONE AND APP BOOKING PAYMENT SERVICES TERMS & CONDITIONS

PLEASE NOTE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE ONLINE, APP OR TELEPHONE PAYMENT OF YOUR BOOKING ONLY.

THEY DO NOT APPLY TO:

- **YOUR USE OF A CAR PARK; OR**
- **ON-SITE PURCHASES.**
- **SEPARATE TERMS & CONDITIONS FOR THESE ARE DISPLAYED WITHIN THE CAR PARK.**

Please read these terms carefully before:

- downloading the App (defined below) from Google Play, iTunes store or any other smartphone application store where the App is available to download; or
- using the Website (defined below); or
- making your booking via the Customer Support Centre telephone service; or
- otherwise using our booking and / or Payment Services (defined below).

1 – WHAT THESE TERMS COVER

1.1 These are the terms on which we, Saba Park Services UK Limited, supply payment services for parking facilities (the “**Payment Service**”) to you on our website www.sabaparking.co.uk or other Saba booking site (each a “**Website**”) or through our Saba Parking smartphone application (“**App**”) or the Customer Support Telephone Service (the “**Telephone Service**”). You may use the Payment Service to pay for parking (“**Parking Service**” or “**Parking Services**”). Each enquiry submitted for use of the Payment Service to pay for Parking Services is referred to as a “**booking request**” in these terms.

An automatic renewal of a parking season ticket (as described in clause 5.7) is also referred to as a “booking request” in these terms.

1.2 The Parking Services are provided by the operator of the relevant car park (each a “**Car Park Operator**”) which may not necessarily be us. The payments collected through the Payment Service for the use of the Parking Services are collected on behalf of the Car Park Operators. If you would like to find out the Car Park Operator for a particular car park, please [contact us](#).

NO GUARANTEE OF A PARKING SPACE: Please note that paying for Parking Services via the Website or App or Telephone Service **does not** entitle you to any particular space in the relevant car park or guarantee there will be a space in the car park available for you to park in. If you require a guaranteed parking space and the car park you wish to park in offers guaranteed parking spaces, you will be required to reserve and purchase this separately. If you would like to find out about guaranteed parking spaces (Premier Bays) and where guaranteed parking is available, please [contact us](#).

WHY YOU SHOULD READ THESE TERMS

1.3 Please read these terms carefully before you call us via the Telephone Service (if applicable), download the App (if applicable), register an account, or submit your request to us to use the Payment Service or use our Website to use the Payment Service to purchase the Parking Services (if applicable).

1.4 These terms tell you who we are, how we will provide the Payment Service to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or have any queries, please email marketing.uk@sabagroup.com or let us know by using the contact details set out in clause 2).

1.5 Please note that by clicking on the “I accept” tick box when creating an account for use on the App or Website you are agreeing that these terms govern your use of the App and Website (as appropriate) and govern our provision of the Payment Service to you regardless of whether or not you make any booking requests. You can end this Contract as described in clause 18. You acknowledge and agree that any individual booking requests and any automatic renewals of season ticket booking requests for a Parking Service using the Payment Service are also governed by these terms.

OTHER TERMS WHICH MAY APPLY

1.6 In addition to these terms, our supply of the Payment Service to you is subject to your agreeing to:

1.6.1 Our Privacy Policy (which can be found [here](#)).

1.6.2 The terms and conditions or terms of use for Parking Services between you and the Car Park Operator. These terms and conditions will vary depending on the type and location of car park you are using. It is your responsibility to ensure you have read and understood those terms before using the Parking Services. The terms and conditions for Parking Services are set out on signage located at each car park. If you would like to find out the Parking Services terms and conditions for a particular car park, please [contact us](#).

1.6.3 In some car park locations, you may be required to adhere to byelaws or parking regulations. It is your responsibility to ensure you comply with all applicable laws and have read and understood the terms of use associated with your use of Parking Services in those locations.

1.6.4 [Parking on railway land and in railway car parks](#). If you are using Parking Services on railway land operated by a Car Park Operator, you will be required to adhere to railway byelaws and terms of use applicable to the railway land and set out on signage located at the relevant location. You can also access an electronic version of these terms of use and additional detail about parking on railway land [here](#), or by [contacting us](#).

1.7 You may also be subject to the rules or policies applied by any App store provider or operator from whose site you download and/or access the App or Website.

2 – INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Saba Park Services UK Limited, a company registered in England and Wales. Our company registration number is 02362957 and our registered office is at Second Floor, Building 4, Croxley Park, Hatters Lane, Watford, WD18 8YF. Our registered VAT number is 653551731.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0330 123 5247, by emailing us at customersupport.uk@sabagroup.com, or by clicking [here](#).

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when requesting the services. Details of how we use your personal data can be found in our Privacy Policy (which can be found [here](#).)

2.4 “Writing” includes emails. When we use the words “**writing**” or “**written**” in these terms, this includes emails and notifications generated by us via the Website or App or via your use of the Website or App.

3 – ACCESSING OUR WEBSITE / APP AND AVAILABILITY

3.1 Access to our Website and App is permitted on a temporary basis, and we reserve the right to withdraw or amend the Website and App and the Payment Service we provide on our Website and App without notice. We will not be liable if for any reason our Website and/or App are unavailable at any time or for any period. You acknowledge and agree that if:

3.1.1 our Website and/or App are unavailable; and/or

3.1.2 you do not receive acceptance of your booking request (described further below), then no Payment Service will be provided to you and you must pay for parking using other payment methods for example, by calling 0330 123 5247 or paying using payment facilities advertised at the relevant car park (ticket office and connect cashless parking are also alternatives). The Contract between us will end when the App and/or Payment Service (as applicable) is withdrawn.

3.2 We may restrict access to some parts of our Website and App, or our entire Website and App, to users who have registered with us.

3.3 Except if the App causes damage to your Device (defined below in clause 4.1) or other digital content owned by you which would not have occurred if we had exercised reasonable skill and care, we will not be liable to you or to any other person in the event that all or any part of the Website and App are discontinued, modified or changed in any way.

4 – MINIMUM SPECIFICATION TO USE THE APP / WEBSITE

4.1 To download, install and use the App (if applicable) you should have:

4.1.1 an Apple or Android handheld device; and

4.1.2 a correctly-configured and functional internet connection (the “**Device**”).

4.2 You will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you and to download a copy of the App onto the Devices. You and they may be charged by your and their service provider(s) for internet access on the Devices. You accept responsibility in accordance with these terms for the use of the App or Website on or in relation to any Device, whether or not it is owned by you.

4.3 We are not responsible for any connectivity issues or data charges you incur when downloading, installing and using our App or the Website. You acknowledge and agree that if you want to park but are unable to access our Website and/or App for whatever reason including, without limitation, if you are unable to connect to the internet, you must pay using other payment methods; for example, by calling 0330 123 5247 or paying using payment facilities advertised at the relevant car park (ticket office is also an alternative).

4.4 If we issue an update to the App which you are made aware of (by us or as part of a more general app store notification), it is your responsibility to download and install the update. If you fail to download and install the update after receiving notification of the update, we exclude all liability for errors and/or incompatibility which become apparent in old versions of the App. We also exclude liability for errors and/or incompatibility arising from the use of an out-of-date or incompatible browser.

5 – REGISTRATION AND SEASON TICKETS

5.1 You will be required to register your details and/or open an account to access the full Payment Service on the Website and App, or the Telephone Service (as applicable). You undertake to complete the registration form fully, and that all information provided is up to date, true, accurate and complete.

5.2 Each registration for the Payment Service is for a single user only. We do not permit you to share your user name and / or password with any other person nor with multiple users on a network.

5.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

5.4 In respect of the App, we strongly recommend that your Device is protected by a suitable pin number or password so that if your Device is lost/stolen, any stored details cannot be used or accessed without your permission. You acknowledge and agree that, we have no obligation to refund to you any accepted booking requests that are made while your Device is lost or stolen.

5.5 We have the right to disable any account, user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

5.6 **Season Tickets.** As part of the Payment Service, you can purchase parking season tickets through our Website and App or Telephone Service (if applicable) for such periods of time and at such prices as are published on the Website and App from time to time. We reserve the right to change the duration and prices of a season ticket (before purchase) at any time. Current prices will always be shown on the Website and App and, if for any reason we need to change the duration of a purchased season ticket, we will do so only in accordance with these terms.

5.6a **Permits** - Where a physical permit is in use the following applies: All permits issued by Saba Park Services UK Limited (Saba UK) are only available for the vehicle in respect of which it is issued. Permits remain the property of Saba UK and are to be returned to Saba UK upon expiration. If a customer is unable to produce a valid parking permit on entry, the daily tariff will be applicable. All lost permits will be charged at a fee.

5.7 **Auto-renewal.** When you purchase a season ticket, you can choose to automatically renew that season ticket for the same duration. Please ensure that you have a valid credit or debit card registered on your account. Failure to do so may result in the loss of your permit (as per clause 12.4).

5.8 If you do choose to automatically renew a season ticket, we will store your original method of payment and use the same form of payment to automatically renew your season ticket when your purchased season ticket expires. Whether you have chosen to automatically renew a season ticket or not, before your current season ticket expires we will notify you (using the contact details you have provided to use) of the date when your current season ticket is due to expire and, if you have not chosen to automatically renew, give you the option to buy a season ticket again.

The notification that you receive before the expiration of your current season ticket will confirm the window of time within which you must renew your season ticket to avoid losing your car parking space ("**Renewal Window**"). Unless otherwise notified to you, the Renewal Window will expire on the date your existing season ticket is due to expire.

5.9 If you have chosen to automatically renew a season ticket, each automatic renewal will amount to a deemed booking request and you will receive an email notifying you of our acceptance of your booking request once we have taken payment for your renewed season ticket. Clauses 3.1 and 12.1 will apply if you do not receive notice from us that your booking request has been accepted. If your chosen method of payment fails, we will notify you of that fact and give you an opportunity to provide an alternative method of payment. Alternative method payment must be received within the Renewal Window.

6 – YOUR USE OF THE WEBSITE AND APP

6.1 You agree that you will not use the Website and App in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to the Website, App or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website and App security measures or attempt to do any such acts.

6.2 You agree not to infringe our intellectual property rights or those of any third party in relation to your use of the App, Website or any service (to the extent that such use is not licensed by these terms).

6.3 You agree not to give any indication that you have any commercial relationship with us, or that you are our agent or that we have endorsed any of your activities.

6.4 You are able to stop using the Website and App at any time. You confirm that you are able to do this at your sole discretion. We reserve the right to suspend, restrict or terminate your access to the Website and App or any part of it at any time at our sole discretion.

7 – SANCTIONS

We may at any time move, modify or remove any content or take further legal action as a result of breaches or suspected breaches of our terms of use or our privacy policy, any applicable laws or regulations, or where our rights or third-party rights are threatened or infringed.

8 – INTELLECTUAL PROPERTY RIGHTS

8.1 We are the owner or the licensee of all copyright and other intellectual property rights in our Website and App, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

8.2 You are allowed to access and make personal use of the App. Your access and use of the App is not exclusive and not sub-licensable or transferable to any other party. We can also revoke your access and use of the App at any time. You acknowledge and agree:

8.2.1 not to rent, lease, sub-licence, loan, translate or modify the App or the Website;

8.2.2 not to alter or permit alteration of any part of the App or Website (including, without limitation, any paper copies);

8.2.3 not to make any part of the App available in object or source code to any person without prior written consent from us;

8.2.4 not to disassemble, decompile, reverse-engineer or create derivative works based on any part of the App or the Website (where applicable) or attempt to do any such thing except to the extent permitted by law, and provided that the information obtained by you during such activities:

8.2.4.1 is used only for achieving inter-operability of the App or Website with another software programme;

8.2.4.2 is not unnecessarily disclosed without our prior written consent to any third party; and

8.2.4.3 is not used to create any software that is substantially similar to the App or Website.

8.2.5 to comply with all laws that apply to the App or Website.

8.3 The names, images and logos identifying us, companies in our group, our partners or third parties and our/their products and services are proprietary marks and may not be reproduced or otherwise used without express permission.

8.4 The contents of the Website and App including (without limitation) web pages, computer codes of elements comprising the Website and App, and any software provided to you by us may not be copied, reproduced, communicated and/or made available to the public, republished, downloaded, posted, recorded, broadcast or transmitted or used in any other way except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us and except where such copying is incidental to normal use of the App and Website, or where it is necessary for the purpose of back-up or operational security.

8.5 The restrictions in this section do not include your ability to use any of our “sharing” functions (for example, liking and sharing our Website or on social media platforms such as Facebook) in accordance with that third party’s own terms and conditions.

9 – RELIANCE ON INFORMATION POSTED AND DISCLAIMER

While we try to ensure that the information on this Website and App is correct, we make no promise nor do we give any warranty or guarantee regarding the accuracy and completeness of the material on this Website. Any of the material on our Website and App may be out of date at any given time, and we are under no obligation to update such material. Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed.

10 – VIRUSES, HACKING AND OTHER OFFENCES

10.1 You must not misuse our Website and App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website and App, the server on which our Website is stored or any server, computer or database connected to our Website and App. You must not attack our Website and App via a denial-of-service attack or a distributed denial-of-service attack.

10.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

10.3 Unless damage is caused by the App to your Device which would not have occurred if we had exercised reasonable skill and care, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our Website and App or to your downloading of any material posted on it, or on any website linked to it.

11 – LINKS FROM OUR WEBSITE

Where our Website contains links to other websites and resources provided by third parties, we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12 – OUR CONTRACT WITH YOU FOR BOOKINGS AND WAITING LISTS

12.1 **How we will accept your booking request.** Our acceptance of your booking request will take place when we confirm your purchase of Payment Services (by giving you a transaction number for your purchase) or email you to accept it, (whichever is earlier), at which point a contract for the use of the Payment Service for a relevant Parking Service will come into existence between you and us (the “**Contract**”). If you do not receive such confirmation, no contract for the use of the Payment Service for a relevant Parking Service will have been formed between you and us and we emphasise clause 3.1 (if the Payment Services are not available or are delayed, to use the Parking Services you must pay for parking using other payment methods for example, paying using payment facilities at the relevant car park or by calling 03330 123 5247). Please ensure that any email address supplied at the time of booking is correct.

12.2 **Your reference number.** We will give you a reference / transaction number when we accept a booking request. Please keep a note of this reference / transaction number, as it will help us if you can tell us the reference number if you wish to contact us about your booking request. We may also request your vehicle registration number.

12.3 Car parks that have a waiting list. If you have joined a waiting list for a space in a car park that has a waiting list, you will be notified when a space becomes available in that car park. On notification, you will need to make a season ticket purchase in order to come off the waiting list. If you do not purchase a season ticket in accordance with the notification, you will be removed from the relevant waiting list. When prompted to make a season ticket purchase you will, at the point of purchase, be offered the opportunity to automatically renew that purchase on expiry of the relevant duration and clauses 5.7 and 5.8 will apply.

12.4 If you do not choose to automatically renew your season ticket at the point of purchase and you do not buy a new season ticket within the Renewal Window (see clause 5.7) you will lose your parking space and you will need to re-join the waiting list and wait for a space to become available in accordance with clause 12.3. If you do buy a new season ticket within the Renewal Window, you will keep your parking space.

13 – YOUR RIGHTS TO MAKE CHANGES TO ACCEPTED BOOKING REQUESTS

If you wish to make a change to an accepted booking request please use the “Manage My Booking” option on the App or email us at customersupport.uk@sabagroup.com (or via our [Contact Us](#) page).

14 – OUR RIGHTS TO MAKE CHANGES

14.1 Minor changes to the Payment Service. We may change the Payment Service:

14.1.1 to reflect changes in relevant laws and regulatory requirements; and

14.1.2 to implement minor technical adjustments and improvements, for example, to address a security threat. We will try to make sure that these changes will not affect your use of the Payment Service.

14.2 More significant changes to the Payment Service and these terms. In addition, we may need to make more significant changes to these terms or the Payment Service. If the changes are likely to have an adverse impact on you, you may then contact us to end the current Payment Service we are providing to you and receive a refund to the extent that the relevant Parking Services have not been provided following our acceptance of a booking request from you.

15 - PROVIDING THE PAYMENT SERVICE

15.1 We are not responsible for delays outside our control associated with the Payment Services. If our supply of the Payment Service is substantially delayed by an event outside our control then you may contact us to end the Contract and receive a refund (at our discretion) for any Parking Services you have paid for but not received. We will not have any further liability to you for such delays and will emphasise clause 3.1 (if the Payment Services are not available or are, delayed to use Parking Services you must pay for parking using other payment methods, for example, pay using payment facilities at the relevant car park or by calling 0330 123 5247).

15.2 What will happen if you do not give required information to us? We may need certain information from you so that the Payment Services and/or the Parking Services can be supplied to you, for example, your car registration number and duration of stay. We ask for this information before you pay for the Payment Service. If you give us incomplete or incorrect information, you will not have a valid booking and we may either end the Contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required to rectify this issue.

16 – PRICE AND PAYMENT

16.1 Where to find the price for the Parking Services. We do not make a separate charge for the download of the App or to browse our Website. The price for each booking request made using the Payment Service (which includes VAT and, under the App, a convenience fee to cover the administration of the Payment Service) will be the price indicated on the booking request pages when you place your booking request. If you have chosen to automatically renew a season ticket, the price will be as stated on the Website and App at the time of purchase. We take all reasonable care to ensure the price advised to you is correct. However, please see clause 16.4 for what happens if we discover an error in the price of your booking request.

16.2 Use of the Parking Services is only valid for the vehicle specified in the accepted booking request.

16.3 No guarantee of a car parking space. An accepted booking request does not entitle you to any particular space in the relevant car park or guarantee there will be a space in the car park available for you to park in. If you require a guaranteed parking space and the car park you wish to park in offers guaranteed parking spaces, you will be required to reserve and purchase this separately. If you would like to find out about guaranteed parking spaces (premier bays) and where guaranteed parking is available, please [use the search facility on our website](#) and enter the car park name, or [contact us](#).

16.4 What happens if we get the price wrong? It is always possible that, despite our best efforts, some of the prices on our App, Website or Telephone Service, may be incorrect. If we accept and process your booking request where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the Contract, refund you any sums you have paid or require you to pay the correct, reasonable sum outstanding.

16.5 When you must pay and how you must pay. We accept payment with most leading credit and debit cards. You must pay for the Parking Services before they are provided, or within the applicable grace period, where advertised at the relevant car park (unless clause 16.6 applies).

16.6 Late Pay. At some car park locations where ANPR (automatic number plate recognition) is in operation, you may have the option to pay for the Parking Services either (i) on arrival with the applicable grace period advertised at the relevant car park; or (ii) up until 23:59 on the same day the Parking Services were used (unless a later time is provided at the car park) ("**Late Pay**"). If the Parking Services location offers you a Late Pay option, please note:

16.6.1 Late Pay is only available for Parking Services at car parks where ANPR is in operation;

16.6.2 All Parking Services payments via the Late Pay function must be made before 23:59 on the day you have used the Parking Services, unless a longer period is provided at the relevant car park; and

16.6.3 We are not responsible for any connectivity issues or App downtime you may experience if relying on the Late Pay app feature to pay for Parking Services after you have parked. It is your responsibility to ensure you have correctly paid for any Parking Services used and reliance on the Late Pay function is at your own risk.

17 – CANCELLATION, REFUNDS AND EXTENSIONS

17.1 RIGHT TO CANCEL WITHIN 14 DAYS

In accordance with your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel the Contract within 14 days starting the day after the booking is confirmed, provided that the Parking Services have not been fully performed. How you will be refunded depends on when you make your booking and when your booking is due to start:

- (a) **If the entry time and date specified in your booking is not within the 14 day cancellation period:** you may cancel at any time during the 14 day cancellation period. You will receive a full refund.
- (b) **If the entry time and date specified in your booking is within the 14 day cancellation period:** you may still cancel at any time during the 14 day cancellation period. We require 24 hours' notice in order to process your cancellation. You will receive a refund less a pro-rated amount reflecting the value of the Parking Service during the period from the commencement of the booking to cancellation. For further information on how pro-rated refunds are calculated please [click here](#).

17.1.1. Short-stay parking. For short-stay parking only (tickets for periods shorter than 1 week), once the entry time and date specified in your booking has passed, the Parking Services are deemed to have been fully performed and you are no longer entitled to cancel the Contract (and will not receive a refund).

17.1.2. Auto-renewal of season tickets. If you have chosen to automatically renew a season ticket and you change your mind after you have received notice that your automatically renewed season ticket booking request has been accepted, you will have 14 days, starting with the day after the booking is confirmed, to cancel the season ticket and receive a refund less a pro-rated amount reflecting the value of the Parking Service during the period from the commencement of the booking to cancellation.

17.2 CANCELLATION OUTSIDE OF 14 DAY CANCELLATION PERIOD

17.2.1. Short-stay parking

Please note: this section applies to all tickets for periods shorter than one week, including hourly tickets, daily tickets and multiple daily tickets (e.g. two-daily and three-daily tickets).

(a) We are unable to offer refunds for short-stay tickets.

17.2.2. Long-stay parking

Please note: this section applies to all tickets for periods of one week or longer, including weekly tickets, permits and season tickets.

(a) If you wish to cancel your booking after the 14-day cancellation period has ended, you can do so by giving us 24 hours' notice of your wish to cancel. You will receive a refund less a pro-rated amount reflecting the value of the Parking Service during the period from the commencement of the booking to cancellation and we will deduct an Admin Fee.

(b) For season tickets, your refund will be calculated as the difference between the price you paid for your season ticket and the price of the season ticket(s) covering the period from the date of your season ticket to the date we receive your notice of cancellation. For example, if you have purchased an annual season ticket and cancel at six months, your refund will be calculated as the difference between the annual season ticket and two quarterly season tickets.

17.3 Eco Permits: Please note, all eco-permit concessions / discounts expire at the point of cancellation and full prices will apply when calculating the refund.

17.4 Extensions. We may offer at our complete discretion, an extension of your season ticket or permit in place of a refund (regardless of whether you or we cancel the booking). If you later choose to cancel your season ticket, any refund due to you will be calculated from the date of cancellation (and not from the start of the extension).

17.5 Admin Fees. When you cancel a booking, long-stay parking refunds (except those given within the 14-day cancellation period in accordance with clause 17.1) may incur an administration fee ("**Admin Fee**") to cover our costs which will be deducted from the refund payable to you. For details of the Admin Fees applicable, please read our help section at: www.sabaparking.co.uk/faq.

18 – HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

18.1 Tell us you want to end the Contract. To cancel an accepted booking request before you have used the relevant Parking Service you have paid for using the Payment Service, including an automatic renewal of a season ticket, please let us know by using the Manage My Booking option on the App or by emailing us at customersupport.uk@sabagroup.com (or via our [Contact Us](#) page).

Please provide your name, car registration number, relevant car park, details of the accepted booking request and, where available, your phone number and email address. Please note that the cancellation of an accepted booking request does not end the Contract for the use of the App, Website (as appropriate) and the provision of the Payment Service.

18.2 To end the Contract for the use of our Payment Services, please uninstall the App (if applicable). There will be no cost to you for ending the Payment Service, but you will be liable to pay for any Parking Services which you use after ending the Payment Service unless we have received the relevant Parking Services payment before the Contract is ended by you.

Please note that uninstalling the App may not unsubscribe you from receiving any of our email newsletters if you have opted to receive such emails. Details of how we use your personal data can be found in our Privacy Policy (which can be found [here](#)). To unsubscribe from our mailing list, you can email us at marketing.uk@sabagroup.com, writing “unsubscribe” in the subject heading. Emails will also contain an option to unsubscribe.

18.3 **How we will refund you.** Refunds for Parking Services are at the discretion of the Car Park Operator. Where we (or the Car Park Operator, as applicable) agree to cancel an accepted booking request after a payment has been received from you (including in accordance with clauses 17.1 or 17.2), we will (subject to clause 18.3A) refund you the price you paid for any unused Parking Services. For further information on how pro-rated refunds are calculated please [click here](#). Refunds will be provided using the Payment Service by the method you used for payment. Where applicable, our Admin Fee will be deducted from your refund (see clause 17.5).

18.3A **Return of permits.** Where a physical permit has been issued we may require you to return your permit to us, prior to issuing a refund to you. We will notify you where this is the case and provide details of how to return your permit to us. **Please note:** we are not liable for permits which are not returned to us in accordance with this clause (including if the permit is lost by you or during posting) and we will not be obliged to refund you if a permit is not received. We recommend permits are returned by recorded delivery. Please also see clause 22.8.

We emphasise that an accepted booking request does not entitle you to a particular space in the relevant car park or guarantee there will be a space in the car park available for you to park in (unless a specific parking space has been reserved / purchased separately). We shall not be obliged to offer a refund to you for any payment made for Parking Services via the Payment Service that you have not used due to car park space unavailability.

18.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

19 – OUR RIGHTS TO END THE CONTRACT

19.1 We may end the Contract for the Payment Service or cancel a booking at any time for any reasonable reason. We (or the Car Park Operator) may choose either: (i) to permit you to use Parking Services which you booked before we terminated the Contract (in which case you will not receive a refund); or (ii) refund you in accordance with clause 18.3. We may also, where available and at our discretion, offer you an extension of a season ticket or permit in accordance with clause 17.4.

19.2 We may also end the Contract if you break it. We may also end the Contract for the Payment Service or cancel a booking request at any time, if:

19.2.1 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for the Car Park Operator to provide the Parking Services (for example, you do not provide your correct car registration number); or

19.2.2 You materially breach these terms or any other terms applicable.

19.3 You will be required to compensate us if you break the Contract. If we end the Contract in the situation set out in clause 19.2, we may deduct or charge reasonable compensation (such as the convenience fee to cover the administration of the Payment Service) for the costs we will incur as a result of your breaking the Contract, depending on the date on which we end the Contract.

20 – CAR PARK OPERATORS' RIGHTS

If you park (or overstay), in the absence of an accepted or accurate booking request using the Payment Service via our Website, App or Telephone Service, the relevant provisions of the separate terms and conditions for the Parking Services will be applicable. This may mean that sanctions may apply (for example, the issue of a Notice of Parking Charge, Parking Charge Notice or Penalty Notice, where relevant, or the Car Park Operator refusing to release any vehicle for which proof of purchase cannot be produced, until reasonable enquiries have been made). Failure to produce proof of purchase could, therefore, incur additional charges and/or delay your departure from the car park if you have not made a valid booking using the Payment Service. These charges will be set out in the separate car park terms and conditions.

21 – IF THERE IS A PROBLEM WITH THE SERVICES

21.1 How to tell us about problems. If you have any questions or complaints about the Payment Service, please contact us by clicking [here](#) or by using the details set out in clause 2.2.

21.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with the terms of the Contract. See the below for a summary of your key legal rights in relation to the Payment Service. Nothing in these terms will affect your legal rights.

21.3 Summary of your key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

22 – OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

22.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

22.2 The material displayed on our Website and App are provided “as is” without any guarantees, conditions or promises as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us (including Car Park Operators) hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

22.3 When we are liable for damage to your property. If defective digital content which we have supplied damages a Device or digital content belonging to you and the damage would not have occurred had we exercised reasonable skill and care, we will either repair the damage or pay you compensation.

22.4 We are not liable for the Parking Services. You acknowledge and agree that we provide payment services only and therefore have no liability to you in relation to the Parking Services. Any such liability will be a matter for the Car Park Operator. These terms and conditions govern the Payment Services only (i.e. the online, app or telephone payment services which Saba provides). For the avoidance of doubt, separate terms and conditions will apply to you when you park in a car park (the on-site Parking Services). Please see clause 1 of these terms for more detail.

22.5 Nothing in these terms shall limit or exclude our liability for:

22.5.1 death or personal injury resulting from our negligence;

22.5.2 fraud or fraudulent misrepresentation; and

22.5.3 any other liability that cannot be excluded or limited by English law.

22.6 WE ARE NOT LIABLE FOR BUSINESS LOSSES. We only supply the Payment Service for domestic and private use. If you use the Payment Service for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

22.7 Our liability cap. Subject to clauses 22.4, 22.5 and 22.6, our maximum aggregate liability under or in connection with these terms (including your use of any services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the greater of (i) 20 times the price paid for the Parking Services or (ii) £250 which you acknowledge and agree is reasonable as the App or Website (as applicable) are provided free of charge.

22.8 No liability for permits not returned to us. If you are returning a permit to us in order to receive a refund in accordance with clause 18.3A, we are not liable to provide such a refund (or cover any costs of replacing the lost permit) if we do not receive the permit. We recommend that recorded post is used to ensure safe delivery.

23 – HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. Information on how we use your personal information can be found in our Privacy Policy (which can be found [here](#)).

24 – OTHER IMPORTANT TERMS

24.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will use our reasonable endeavours to inform you of this before the transfer occurs. You will always have the right to end this Contract in accordance with clause 18.2.

24.2 You may not transfer your rights to someone else. You accept that the arrangements under these terms are personal to you, and you may not transfer your rights or your obligations under these terms to another person.

24.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

24.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

24.6 These terms are governed by English law and you can bring legal proceedings in respect of the Payment Service in the courts in England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Payment Service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Payment Service in either the Northern Irish or the English courts.

These terms were last updated Wednesday 17 May 2023