



## BRIDGE CARDS TERMS AND CONDITIONS

### 1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we, Clifton Suspension Bridge Trust ("**CSBT**", "**we**", "**us**" or "**our**"), provide our bridge crossing cards and prepaid crossings ("**Bridge Cards**") and prepaid crossing recharges of Bridge Cards with ("**Recharges**") (together the "**Services**") to you ("**you**"). These terms apply to all of our Bridge Card holders, including those with existing Bridge Cards and those wishing to purchase a new Bridge Card. Details of our current Bridge Cards, including number of prepaid crossings and Recharges are set out on our website: [Bridge Cards - Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/\)](https://cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/).
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your application or order to us. These terms tell you who we are, how we will provide our Bridge Cards and any Recharges 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 require any changes, please contact us to discuss.
- 1.3 **We don't give business customers all the same rights as consumers.** For example, business customers have different rights where there is a problem with a Service and we don't compensate them in the same way for losses caused by us or our Services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying Bridge Cards or Recharges wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Clifton Suspension Bridge Trust, a registered charity. Our registered charity number is 205658 and our address is Clifton Suspension Bridge Trust, Bridge Road, Leigh Woods, Bristol BS8 3PA.
- 2.2 **How to contact us.** You can contact our customer services team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk). Our customer service hours are between 08:30 to 12:30 Monday – Thursday, save for public holidays in England.
- 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 in your application or at checkout when you purchase a Bridge Card or Recharge online.

- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 BRIDGE CARDS AND RECHARGES

- 3.1 Details of our current Bridge Cards and Recharges (including the current cost of prepaid crossings) are set out on our website: [Crossing the Bridge - Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/\)](https://cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/). If you wish to purchase prepaid crossings and you do not have a Bridge Card, you must apply to purchase a new Bridge Card as well as prepaid crossings. If you already have a Bridge Card, you can purchase Recharges of your existing Bridge Card, as outlined below:

3.1.1 **Purchasing a new Bridge Card.** Our Bridge Cards can be purchased with 50, 100, 400 or 1,000 prepaid crossings (your new Bridge Card will be loaded with the number of prepaid crossings purchased). As well as the cost of the selected number of prepaid crossings, you will be required to pay an additional charge to cover the cost of the Bridge Card (such additional charge shall be as outlined on our website).

3.1.2 **Recharging an existing Bridge Card.** You can purchase 50, 100, 400 or 1,000 prepaid crossings to Recharge an existing Bridge Card. Your existing Bridge Card will be loaded with the number of prepaid crossings purchased on acceptance by us of your order.

- 3.2 **Your order.** You can place an order for a Bridge Card or a Recharge, by either:

3.2.1 completing our Bridge Card application form (a copy of which is available on our website: [Crossing the Bridge - Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/\)](https://cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/)) and returning the completed form to us, together with payment of the relevant sum, by hand or by post at Admin Office, Clifton Suspension Bridge, Bridge Road, Leigh Woods, Bristol BS8 3PA, or, by email at [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk). Payment can be made by cheque (cheques should be made payable to "Clifton Suspension Bridge Trust") or by credit or debit card (to pay by credit or debit card please call us on 0117 973 8008, or, alternatively please leave your telephone number in the application form and we will call you to take payment);

3.2.2 submitting an order via our website ([Bridge Cards – Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/\)](https://cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/)), making payment via credit or debit card via our checkout process; or

3.2.3 calling us on 0117 973 8008 and placing your order via telephone (payment can be made by credit or debit card over the phone).

- 3.3 **Registered vehicles.** Each Bridge Card may be linked to up to two registered vehicles. To register a vehicle you must provide us with the details of the vehicle you wish to



register by contacting our customer services team using the details outlined in clause 2.2 or by setting out the details of the vehicle you wish to register when you place your order for a Bridge Card. You may make a change to the vehicles registered against your Bridge Card at any time by contacting us via the details outlined at clause 2.2. Only you, being the primary user of the relevant Bridge Card, may change the vehicles registered against it. Concessionary Bridge Cards cannot be linked to a vehicle.

3.4 **Concessionary Bridge Cards.** Concessionary Bridge Cards with free prepaid crossings for 12 months ("**Concessionary Cards**") are available for residents with a 'BS' postcode in receipt of one or more of the following:

- 3.4.1 higher rate mobility component of Disability Living Allowance; and/or
- 3.4.2 enhanced rate mobility component of the Personal Independence Payment.

Concessionary Bridge Cards cannot be purchased via our website or via telephone and instead you must submit a Concessionary Bridge Card application form to us by hand or by post (at Admin Office, Clifton Suspension Bridge, Bridge Road, Leigh Woods, Bristol BS8 3PA), or, by email (at [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk)). Applications for Concessionary Bridge Cards must be submitted annually and be accompanied by proof of eligibility. Our Concessionary Bridge Card application form is available on our website: [Concessions - Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/concessions/\)](https://www.cliftonbridge.org.uk/crossing-the-bridge/concessions/). You can also request a Concessionary Bridge Card application form by email, telephone, or in-person from a bridge attendant. The person benefitting from the Concessionary Bridge Card must be present in the vehicle every time the Concessionary Bridge Card is used.

Concessionary Bridge Cards are provided with 200 crossings free of charge for the 12 month period and will automatically be recharged with further crossings free of charge for the following 12 month period on receipt of proof of eligibility. If you require further crossings during the relevant 12 month period, please contact the office by telephone: 0117 9738008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk).

## 4 OUR CONTRACT WITH YOU

4.1 **Your order.** When you: (i) submit your Bridge Card or Recharge order to us via the website; (ii) send or hand to us your completed Bridge Card or Recharge application form (whether via post, email or by hand) outlining your order details; or (iii) place your Bridge Card or Recharge order by telephone, you are making an offer to purchase our Services from us in accordance with these terms.

4.2 **How we will accept your order.** Our acceptance of your order will take place when:

- 4.2.1 payment has been received by us for the new Bridge Card or Recharge in full;
- 4.2.2 our internal checks have been completed to our reasonable satisfaction; and
- 4.2.3 we confirm either in writing (by email to the email address specified in your order) or by telephone our acceptance of your order for a new Bridge Card



or Recharge,

at which point a contract will come into existence between you and us.

- 4.3 **We only accept orders when we've checked them.** We will contact you to confirm we've received your order. When your payment has been received and processed, we will contact you again (normally within 4 business days) to confirm whether or not your order has been accepted.
- 4.4 **Sometimes we reject orders.** Sometimes we reject orders, for example, because we have not received payment in full from you or because you have applied for a Concessionary Bridge Card and have failed to provide proof of eligibility. We reserve the right to refuse any Bridge Card or Recharge order at our sole discretion. When this happens, we will let you know as soon as possible and refund any sums you have paid within 30 days.
- 4.5 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply our Services to you, for example, your name, postal address, email address, vehicle details (including vehicle registration), telephone number and payment details. If so, this will have been stated during the order process on our website, outlined in our application form or told to you over the telephone. If you do not give us this information during the order process, or if you give us incomplete or incorrect information, we may either seek this further information or end the contract (and clause 9.1 will apply).
- 4.6 **Your Bridge Card number.** We will assign a Bridge Card number to your order for a new Bridge Card and this will be printed on your Bridge Card. You will need to quote the Bridge Card number when applying for any Recharges. It will help us if you can tell us the Bridge Card number whenever you contact us about your Bridge Card or Recharge.
- 4.7 **When you will be charged.** If you submit your order for Services via our website, we will charge you at the time you submit your order to us. If you place your order via telephone or by submitting a Bridge Card application form to us, we will charge you either when we process your card payment over the telephone or when we process your cheque, as applicable. You may pay by either cheque or credit/debit card (we accept all major credit cards and debit cards, however, we do not accept American Express or Diners Cards). If you would prefer to pay by cheque, you must print a copy of our application form, available on our website: [Clifton Suspension Bridge \(cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/\)](http://cliftonbridge.org.uk/crossing-the-bridge/bridge-cards/) and send us the completed form enclosing a cheque for the correct amount. For more information on payment, see clause 11.
- 4.8 **Receiving your new Bridge Card.** Unless you have specified otherwise in your order, new Bridge Cards will be sent by second class post to the address you provided in your order. Delivery will be arranged as soon as possible after your order is accepted (unless alternative collection arrangements have been made) and, in any event, will be sent within 30 days of us accepting your order.
- 4.9 **Receiving a Recharge of your existing Bridge Card.** Recharges will be



automatically added to your Bridge Card as soon as possible after your order is accepted and processed. If you have Recharged via the website, you will be notified that your Recharges have been loaded to your Bridge Card via email. If you have Recharged over the phone, we will confirm your Recharges have been loaded to your Bridge Card over the telephone.

- 4.10 **We're not responsible for delays outside our control.** If our supply of your Bridge Card or Recharge is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk) to end the contract and receive a refund for any Services you have paid for in advance, but not received, less reasonable costs we have already incurred.

## 5 USE OF BRIDGE CARDS

- 5.1 The following obligations apply to all Bridge Card holders (including new Bridge Card holders and existing Bridge Card holders with Recharges):

5.1.1 **Weight restriction.** We operate a weight restriction on all crossings of the bridge – you must not cross the bridge in any vehicle with a total weight in excess of four tonnes. You must comply with all advertised weight and other vehicle restrictions at all times when using your Bridge Card.

5.1.2 **Automatic number plate recognition.** We use automatic number plate recognition ("ANPR") to read the number plates of Bridge Card holders to alleviate the need to scan your Bridge Card. As outlined in clause 3.3, you may register up to two vehicles against your Bridge Card for the purposes of ANPR. Should you cross the bridge in a registered vehicle, we will use your number plate to identify you as a Bridge Card holder and automatically apply a prepaid crossing. If your vehicle has not been correctly registered to a Bridge Card, or if your number plate cannot be read by ANPR, you will be required to scan your Bridge Card or make a full toll payment for crossing the bridge. We do not use ANPR to detect Concessionary Bridge Card holders.

5.1.3 **Failure to keep vehicle registrations up to date.** It is your responsibility to keep vehicle registrations up to date prior to crossing the bridge. If you fail to do so, you will be required to scan your Bridge Card or make a full toll payment for crossing the bridge.

5.1.4 **If a vehicle registered to your Bridge Card is sold.** Please promptly let us know if a vehicle registered against your Bridge Card is sold or for any reason should no longer be registered against your Bridge Card. Please advise us of the details of any replacement vehicle as soon as possible (including the registration No.) by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk).

5.1.5 **Adding additional vehicles to a Bridge Card.** Let us know if you wish to





add a vehicle to your Bridge Card by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk). A maximum of two vehicles can be registered to each Bridge Card.

- 5.1.6 **Lost or stolen Bridge Cards.** Please promptly let us know if your Bridge Card has been lost or stolen by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk) and we will arrange for a replacement Bridge Card to be sent to you. Please note we will charge an administration fee to issue a replacement Bridge Card.

## 6 YOUR RIGHTS TO CHANGE YOUR MIND

- 6.1 **Your legal right to change your mind.** If you are a consumer and you purchased a Bridge Card or a Recharge online, via the post or over the telephone, you have a legal right to change your mind and receive a refund of what you paid for it. This is subject to some conditions, as set out below in this clause 6:

- 6.1.1 **The deadline for changing your mind.** If you change your mind about a purchase of a Bridge Card or a Recharge you must let us know no later than 14 days after the day we confirm we have accepted your order to receive a full refund (the "**Cooling Off Period**").

- 6.1.2 **You may still change your mind after the Cooling Off Period but we may then deduct an admin fee from your refund.** You may change your mind about a purchase and receive a refund where the Cooling Off Period has expired, however, if you change your mind after the Cooling Off period has ended we may deduct an admin charge as outlined in clause 7.

- 6.1.3 **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk).

- 6.1.4 **We may require you to return the Bridge Card at your own cost.** If you purchased a new Bridge Card and have changed your mind during the Cooling Off Period, we may ask you to return the Bridge Card to us within 28 days of your telling us you have changed your mind. Returns are at your own cost. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the Bridge Card at all or within a reasonable time or you return a damaged Bridge Card we may not refund you the price of the Bridge Card (but we will always refund you the price of any prepaid crossings). Unless we tell you that we require the Bridge Card to be returned to us, you do not need to return your Bridge Card to us. For help with returns, contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk).

- 6.1.5 **You have to pay for the crossings you used before you changed your mind.** If you purchased a Bridge Card or a Recharge and you used some of the prepaid crossings either before you told us that you have changed your mind, before you have returned the Bridge Card to us (where we



requested it be returned) or before we have processed your cancellation, we will not refund you for the crossings you used before such event.

6.1.6 **When and how we refund you.** If you have purchased a Bridge Card, we will refund you within 30 days of the later of you telling us you've changed your mind and, where applicable, receiving it back from you (or receiving evidence you've sent it to us). If you have purchased a Recharge, we refund you as soon as possible and within 30 days of you telling us you've changed your mind. We refund you through BACS Payment or by cheque.

## 7 **YOUR RIGHTS TO END THE CONTRACT OUTSIDE OF THE COOLING OFF PERIOD OR WHERE THE COOLING OFF PERIOD DOES NOT APPLY**

7.1 **You can end an ongoing contract.** Your rights when you end the contract outside of the Cooling Off Period (or where you do not have a legal right to change your mind) will depend on why you are ending the contract and whether we have done anything wrong:

- (a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2; or
- (b) In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.3.

7.2 If you are ending your contract for any of the following reasons:

- 7.2.1 we have told you about significant changes to your Bridge Card or Recharge or these terms which you do not agree to, as referred to at clause 8.2;
- 7.2.2 we have told you about an error in the price or description of the Bridge Card or Recharge you have purchased and you do not wish to proceed; or
- 7.2.3 you have a legal right to end your contract with us because of something we have done wrong (including where your contract is affected in circumstances where clause 4.10 does not apply).

the contract will end immediately and we will refund you for the original purchase price of any pre-paid crossings which you have not used and, where you have purchased a new Bridge Card, we will refund you the price of the Bridge Card provided the Bridge Card has not been used.

7.3 Even if we are not at fault and you do not have a legal right to change your mind (see clause 6 and clause 7.2), you can still end the contract at any time and receive a refund of any unused pre-paid crossings. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will refund you the original purchase price of any unused pre-paid crossings less an admin fee (such admin fee as outlined on our website).

7.4 **How to let us know you want to end the contract.** Contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk) to end the contract.



7.5 **When and how we refund you.** We will refund you within 30 days of receiving notification that you wish to cancel your order. We will refund you by either BACS payment or cheque, less the admin fee where applicable.

## 8 **WE CAN MAKE CHANGES TO THE SERVICES AND TO THESE TERMS**

8.1 **Changes we can always make.** We can always change our Services:

- 8.1.1 to reflect changes in relevant laws and regulatory requirements;
- 8.1.2 to make minor technical adjustments and improvements; and
- 8.1.3 due to temporary closures of Clifton Suspension Bridge.
- 8.1.4 to make changes to pay as you cross bridge card rates in line with inflation.

8.2 **Changes we can only make if we give you notice and an option to terminate.** We can also make the following types of change to the Bridge Card or these terms:

- 8.2.1 permanent closures of Clifton Suspension Bridge; or
- 8.2.2 significant changes to the Services,

but if we do so we'll notify you wherever possible and publish such information on our website and you can then contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk) to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance, but won't receive.

8.3 **We can suspend the supply of a Service.** We may suspend the supply of the Services for the following reasons:

- 8.3.1 to deal with technical problems or make minor technical changes;
- 8.3.2 to update the Services to reflect changes in relevant laws and regulatory requirements;
- 8.3.3 to make changes to the Services; or
- 8.3.4 due to any temporary closure of the bridge (for example, due to fire or other emergency situation or repairs).

8.4 **We will let you know if we suspend supply of the Services and may allow you to terminate.** We will contact you in advance wherever possible to tell you we're suspending supply (and we will post all such updates on our websites), unless the problem is urgent or an emergency. If we suspend supply, or tell you we're going to suspend supply, for more than 30 days you can contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk) to end the contract and we'll refund any sums you've paid in advance for Services you won't receive.





8.5 **We can withdraw Services.** We can stop providing Bridge Cards or Recharges. We let you know wherever possible at least 30 days in advance (and we will post such updates via our website) and we will refund any sums you've paid in advance for Services which won't be provided.

8.6 **We can suspend inactive Bridge Cards.** In the event a Service is not used by you for 18 months or more, we reserve the right to deactivate your Bridge Card, terminate our contract with you and cease supplying our Service to you. Where we deactivate your Bridge Card in accordance with this clause you will lose all crossings which you have paid for but yet not used and you will not be entitled to receive a refund in respect of such unused crossings. Wherever possible, we will contact you before your Bridge Card is deactivated to tell you that your Bridge Card is at risk of being deactivated and provide you with an opportunity to contact us to let us know that you wish to use any unused crossings or to obtain a refund in respect of the same. Once deactivated there is no recourse for reinstatement or refund and a new bridge card would need to be purchased if required in the future.

## 9 OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We can end our contract with you for a Service and claim any compensation due to us if:

9.1.1 you don't make any payment to us when it's due and you still do not make payment within 14 days of us reminding you that payment is due;

9.1.2 you are in material breach of these terms; or

9.1.3 you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the Services, for example, your name, vehicle registration, postal address, email address and telephone number.

9.2 **How we may end your contract if you break it.** We will write to notify you at either the email or postal address provided to us (if available) that you have broken the terms of your contract as set out at clause 9.1 above. We will provide you with a minimum of 28 days' notice before the contract comes to an end. Where it is possible for the broken terms of the contract to be corrected by you, we will ask you to take action to correct the terms of the contract you have broken within the notice period. Where you have not taken the necessary action required, the contract will come to an end at the end of the notice period.

9.3 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund the original purchase price of any unused pre-paid crossings but we may deduct or charge you an admin fee.

## 10 IF THERE IS A PROBLEM WITH THE SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about your Bridge Card or Recharge, please contact us. You can contact our Customer Service Team by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk).



10.2 **Your legal rights.** Nothing in these terms will affect your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 11 PRICE AND PAYMENT

11.1 **Where to find the price of our Bridge Cards and Recharges.** The price of our Bridge Cards and Recharges will be the price indicated on the application form where you complete and return an application form or on our website when you place your order online or as told to you over the telephone. We reserve the right to increase the price of our Bridge Cards and Recharges from time to time (such increases will apply to new purchases only). Once purchased, prepaid crossings can be redeemed against future crossings at the advertised price until redeemed in full (subject to clause 8.6) regardless of any change to our prices. Out of date application forms based on the pre-existing rates will not be valid – if you submit an out of date application form, we will contact you to let you know our current prices.

11.2 **When you must pay.** You must pay at the time you place your order for our Bridge Cards or Recharge on our website, over the telephone, or via the post.

11.3 **How you must pay.** We accept payment through all major credit and debit cards (please note we do not accept American Express or Diners Cards). If ordering via post and paying by credit or debit card, we will contact you on receipt of your application form to get your card details. Please leave a daytime contact number we can reach you at on your application form. Alternatively, you can pay by cheque when ordering by post.

11.4 **What to do if you think a payment is wrong.** If you think a payment is wrong, please contact us promptly to let us know.

11.5 **If you are a business customer you have no set-off rights.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 12 WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES

12.1 **Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

12.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

12.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out clause 4.10.

12.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, following our reasonable instructions.



- 12.1.4 **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 12.2 (*Our liability to businesses*).
- 12.2 **Our liability to businesses.** If you're a business, then, except in respect of the losses described in clause 12.3 (*Losses we never limit or exclude*):
- 12.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 12.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £5,000.
- 12.3 **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:
- 12.3.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 12.3.2 fraud or fraudulent misrepresentation;
- 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 12.3.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 12.4 **No implied terms about goods.** We exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.
- 12.5 **We use your personal data as set out in our Privacy Notice.** How we use any personal data you give us is set out in our Privacy Notice: [Privacy and Cookies Policy - Clifton Suspension Bridge \(cliftonbridge.org.uk/about-us/privacy-and-cookies-policy/\)](https://www.cliftonbridge.org.uk/about-us/privacy-and-cookies-policy/).
- 13 **YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US**
- 13.1 **Our complaints policy.** Our Customer Service Team can be contacted by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk). Our Customer Service Team will do their best to resolve any problems you have with us or our Services.
- 13.2 **You can go to court.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree



to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

#### 14 OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

- 14.1 **You can only transfer your contract with us to someone else if we agree to this.** You may only transfer your rights or your obligations under these terms to another person if we agree to this. Please contact us by telephone: 0117 973 8008 or by email: [office@cliftonbridge.org.uk](mailto:office@cliftonbridge.org.uk)
- 14.2 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 14.3 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.