



Mersey Tunnels

**Concessionary
Fast Tag Scheme**





Mersey Tunnels Concessionary Fast Tag Scheme

You can apply for the Mersey Tunnels free travel concession if:

- You receive the highest rate of the mobility component of the Disability Living Allowance;
- Or you are over 65 and receive the highest rate of Attendance Allowance;
- Or you receive the enhanced rate of the mobility component of the Personal Independence Payment;
- Or you receive the mobility supplement of a war pension.



If you are eligible you will receive a number of free journeys through the Mersey Tunnels every year. The exact number depends upon where you live.

If you live within the local authority boundaries of Liverpool, Wirral, Sefton, Knowsley or St Helens you will receive 200 free journeys every year.

If you do not live in these local authorities you will receive 40 free journeys every year.

If you find you use more journeys than you have been allocated, you can top up your account with additional payments and you may receive the benefit of the Fast Tag discounted toll rates.

You can pay by credit or debit card via our website www.merseytunnels.co.uk or you may wish to set up a fixed monthly Direct Debit payment.

There are strict terms and conditions of use for this scheme which you must read carefully before you apply and prior to using your concession. The terms and conditions are on the back page of this leaflet.

Frequently Asked Questions

1. How do I install my fast tag in the vehicle?

Please activate your tag before first use. You can do this online at www.merseytunnels.co.uk or by calling a member of our Customer Services team on 0151 330 1004. Your tag will be supplied already in its holder. Peel off the backing paper and attach the holder to the top centre of the windscreen of your vehicle, either just behind or to the side of your rear view mirror. The vehicle classification sticker faces inwards to the inside of the vehicle. Do not fit the tag where it may obscure the drivers forward view as this may affect your vehicles MOT.

If you do not wish to use your tag simply remove it from its holder and place it out of line of sight of the antenna, for example, in the pocket of the drivers door.

2. How long does the Fast Tag last?

The Fast Tag has an anticipated battery lifespan of seven years and can be used for as long as you have free journeys in your account or your account is in credit.

3. How do I receive my concessionary journeys?

On the 1st April each year your account will automatically be credited with the number of free journeys to which you are entitled. You should be aware that any journeys remaining on your account balance on 31st March cannot be carried over and will be cancelled.

4. What can I do when I have used my concessionary allocation or if I want to spread my allocation over the year?

You can make payments by monthly Direct Debit to your account. This allows you to spread your concessionary allocation and monthly Direct Debit payments evenly throughout the year. If you use up your free concessionary allocation you may make payments to your account for the journeys that you need until next year's allocation is issued on the 1st April.

5. Can I use my Fast Tag in a Fast Tag Only lane?

When using your concession you must use an attended lane and show your personal identity pass to the Toll Officer. For this reason you are unable to use any of the automatic or Fast Tag only lanes. There are no attended lanes situated at the Woodside exit of the Queensway Tunnel. If you have made a payment to your account and it is in credit you may use an automatic lane or Fast Tag only lane. However, you should note that when you use an automatic lane your account must be in credit and the toll will automatically be deducted.

6. Can I tow a trailer whilst using my Fast Tag?

The concession does not cover vehicles towing a trailer or caravan. All vehicles towing a trailer or caravan must pay the current class 2 toll rate.

7. Can I use my tag in another vehicle?

The concessionary Fast Tag is not transferable between vehicles; it can only be used in the vehicle you nominated on the application form. This is to prevent misuse of the concession. If you wish to change the nominated vehicle please let us know, our contact telephone number is 0151 330 1004.

8. What if I lose my Fast Tag or it is damaged or stolen?

You must phone us immediately on 0151 330 1004 and then send written confirmation or email tag@merseytravel.gov.uk We will charge for a replacement tag, but this charge may be reimbursed if the old tag is recovered. If a Fast Tag is damaged and cannot be used there will be a non-refundable charge.

9. What do the traffic light and lane display messages mean?

The traffic lights mounted on the right hand side of each toll lane will indicate the status of your Fast Tag Account.

Terms of Agreement

1. DEFINITIONS

- 'Account Holder'** means the holder of the Concessionary Fast Tag Account.
- 'Application'** means the formal application for membership to the Mersey Tunnels Concessionary Travel Scheme completed by you or completed on your behalf.
- 'Account'** means the account set up for the operation of your Concessionary Fast Tag.
- 'Liverpool City Region'** includes the districts of Liverpool, Halton, Knowsley, Sefton, St Helens and Wirral
- 'Fast Tag'** means the Mersey Tunnels Fast Tag device (on board unit)
- 'Merseytravel'** means Merseytravel (the operators of the Mersey Tunnels) of No 1 Mann Island Liverpool L3 1BP as well as its employees agents subcontractors and assignees
- 'Toll Barrier'** means the Mersey Tunnels toll barrier at the toll plaza which the Fast Tag is used
- 'Resident Concession'** means the discount available upon application to eligible residents of the Liverpool City Region.
- 'User'** means you the user of the Fast Tag

2. GENERAL CONDITIONS

- (a) This Agreement should be read in conjunction with the information contained within the Mersey Tunnels Concessionary Travel Scheme Application pack.
- (b) This Agreement together with the Application shall form a binding legal Agreement between you and Merseytravel which shall take effect upon receipt of your Application by Merseytravel.
- (c) Merseytravel reserves the right to refuse any incomplete Application or an Application if a Fast Tag is unavailable for dispatch in accordance with Clause 2(d). If we are unable to accept your Application, we will inform you of this in writing.
- (d) Merseytravel shall use its all reasonable endeavours to dispatch a Fast Tag within 30 days of receipt of an Application.
- (e) It is the User's responsibility to ensure that they do not proceed through the Toll Barrier on another vehicles toll payment.
- (f) The Fast Tag shall at all times remain the property of Merseytravel and must be returned upon request. The User shall not sell, tamper with or willfully damage the Fast Tag.
- (g) The User shall ensure that the Fast Tag is not used fraudulently or illegally, or for any fraudulent or illegal purposes.
- (h) Any images of the Fast Tag we may provide are for illustrative purposes only. Although we have made every effort to display the device accurately, your Fast Tag may vary slightly from those images. This is because the device is manufactured by a third party.
- (i) It is the Users responsibility to ensure that the tag is fitted correctly in line with the fitting instructions provided by Merseytravel and in accordance with the manufacturer's specification.
- (j) The concessionary Fast Tag can only be used in the vehicle nominated on the application form (should you wish to change the vehicle you must inform us in writing, by email to tag@merseytravel.gov.uk or by telephoning (0151 330 1004) Free travel will not be permitted until the new vehicle is registered with Merseytravel, if you have not told us that you have changed your vehicle you must pay the full cash toll.
- (k) You must travel through an attended Toll Barrier lane to activate the free journey. If an automatic lane is used the Fast Tag will not work and you must pay the correct cash toll fare rate. Only those applicants who have previously provided evidence of residency within the Liverpool City Region will benefit from any discounted toll.
- (l) The Fast Tag must only be used by the concession holder.
- (m) You must also present your photo Id card and show this to the Toll Officer, you must also show your Disabled Persons (blue) Parking Badge to Merseytravel staff if they ask to see this.
- (n) The Concessionary Fast Tag is not valid for vehicles being used for conveyance of passengers or goods for hire or reward.
- (o) On the first day of April each year your account will automatically be credited with the correct number of free journeys to which you are entitled, on the last day of March each year any balance of journeys will be removed from your account and the correct allocation added.
- (p) The concession is valid for class 1 journeys only, concession holders travelling any in other vehicle class will be required to pay the appropriate cash toll. Vehicles towing a trailer or Caravan must pay the class 2 toll.

3. MERSEYTRAVELS OBLIGATIONS

- (a) Merseytravel will create an Account and issue the Fast Tag within 30 days of accepting your Application. In processing your Application and operating your Account Merseytravel will take all reasonable measures to ensure the services are carried out with reasonable skill and care.
- (b) There may be occasions that we have to suspend your Account or Fast Tag to:
- (i) deal with technical problems or make minor technical changes;
 - (ii) update the product to reflect changes in relevant laws and regulatory requirements
 - (iii) comply with any legal requirements placed upon Merseytravel. Merseytravel have a formal appeal process details of which can be found on our website using the following link; <https://www.merseytravel.gov.uk/tunnels/Pages/Concessions.aspx>

4. PAYMENT

- (a) The Account Holder can make payments to their account by Direct Debit or online top-up via the Mersey Tunnels website or by setting up a monthly Direct Debit for additional journeys in addition to the concessionary journeys.
- (b) We accept payment with all major Debit/Credit Cards (excluding Amex).
- (c) In the event a payment is unsuccessful, your Account will not be topped up which may result in your Account having insufficient funds or concessionary journeys. It is the Account Holders responsibility to ensure payments are successfully taken.
- (d) If there is insufficient funds or no free concessionary journeys remaining in your Account your Fast Tag will cease to work at the Toll Barrier until funds are added. It is the Users responsibility to ensure your Account has the required funds or free concessionary journeys available to operate the Toll Barrier. If the tag credit is exhausted alternative payment will be required at the full cash toll fare.

5. RESIDENT CONCESSION

- Under the terms of this Agreement, if you are a resident of the Liverpool City Region, you have the right to make an application for the Resident Concession to be applied to your Fast Tag Account.
- To be eligible for this concession, you must be able to provide evidence that you meet the following criteria:
- (a) You must be registered as living in a property in one of the districts of the Liverpool City Region;
 - (b) The vehicle in which the Tag is used must be registered in one of the districts of the Liverpool City Region;
 - (c) The vehicle must be a Class 1 vehicle as defined by our vehicle classification process;
- The Resident Concession is only available for personal use. Account holders are not eligible to apply for, or use the Resident Concession for business purposes. Misuse of the concession may lead to prosecution.
- The Resident Concession is provided at our sole discretion and we reserve our right to vary or withdraw this concession at any time.
- By applying for the Resident Concession, you confirm that the information you have provided is true and correct to the best of your knowledge. If this information changes, for any reason, you must notify us immediately. Please be advised that we may use agencies to verify and confirm your identity and residence.

6. CHANGES

- (a) Merseytravel may at any time make minor changes (unlikely to affect your use of them) to the Fast Tag, Account, Toll Barrier and these terms:
- (i) to reflect changes in the law or regulatory requirements; and
 - (ii) to implement minor technical adjustments and improvements (for example to address a security issue).
- (b) Merseytravel may at any time make more significant changes to the Fast Tag, Account, Toll Barrier and these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund from your Account (if applicable).

7. DEFAULT

- (a) In the unlikely event that there is any defect with the Fast Tag, Account or any the aspect of the service provided under this Agreement:
- (i) please contact us and tell us as soon as reasonably possible;
 - (ii) please give us a reasonable opportunity to repair or fix any defect.
- (b) We will use every effort to repair or fix the defect, or issue a replacement as soon as reasonably practicable and, in any event, within seven days.
- (c) You will not have to pay for Merseytravel to repair or fix a defect with the Account or Fast Tag under this clause, unless arising from a breach of the clauses of this Agreement on the part of the Account Holder or User(s) or a failure to fit the Fast Tag correctly in accordance with Clause 2(i).
- (d) If you have any questions or complaints about the Fast Tag scheme, please contact us. You can telephone our customer service team at 0151 330 1004 or write to us at Merseytravel, PO Box 1976, Liverpool, L69 3HN or email tag@merseytravel.gov.uk.
- (e) As a consumer, you have legal rights in relation to this Agreement where it is not carried out with reasonable skill and care, or if the materials Merseytravel use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8. LIABILITY

- (a) Merseytravel is responsible to you for foreseeable loss and damage caused by our default or negligence. 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 this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. 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.
- (b) Merseytravel does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Fast Tag as detailed within the Consumer Rights Act 2015.
- (c) Merseytravel accepts no liability or responsibility for an incorrectly fitted Fast Tag or a Fast Tag not installed in accordance with the manufacturer's specification or fitting instructions, which is the responsibility of the User.
- (d) Merseytravel is responsible for making good any damage to your property directly caused by us under this Agreement which arises from our default or negligence; however Merseytravel accepts no liability for any loss or damage to property howsoever arising from the use of the Fast Tag unless the loss or damage is caused by the default or negligence of Merseytravel.

9. TERMINATING OR ENDING THIS AGREEMENT

- (a) You may contact us at any time to end this agreement and close your account, but in some circumstances we may charge you certain sums for doing so, as described below
- (b) If you are ending the Agreement for a reason set out at (i) to (v) below the Agreement will end immediately and we will refund you in full for any monetary balance on your Account (excluding free concessionary journeys which will be cancelled upon termination). The relevant reasons are:
- (i) we have told you about an upcoming change to the services or these terms which you do not agree to;
 - (ii) we have told you about an error in the price or description of the Fast Tag you have ordered and you do not wish to proceed;
 - (iii) there may be significantly delays because of events outside our control;
 - (iv) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - (v) you have a legal right to end the contract because of something we have done wrong
- (c) Unless you have a right to end the contract immediately as above, the contract will not end until 28 days after the day on which you contact us. We will refund any payments you have made to your Account, less a sum as detailed below. If Merseytravel requests it, you must return the Fast Tag within 28 days of the closure of your Account.

- (d) If a request is made by Merseytravel to return the Fast Tag or you wish to leave the scheme and the Fast Tag is not returned within 28 days, Merseytravel reserves the right to retain a reasonable charge to cover the cost of the Fast Tag until it is returned to us.
- (e) Merseytravel may end the Agreement at any time by writing to you if:
- (i) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
 - (ii) we discover the Fast Tag is being misused in contravention of the terms of this Agreement, or
 - (iii) any other material breach of the terms of this Agreement.
- (f) We may stop providing the Fast Tag Scheme at any time. We will write to you to let you know that we are going to stop providing the Fast Tag scheme. We will let you know at least 14 days in advance of our stopping the services and will refund any sums you have paid into your Account.

10. ASSIGNMENT

- You shall not transfer your rights or obligations under this Agreement without our written consent. We are unable to transfer or assign the Fast Tag to another person or third party.
- We may transfer our rights and obligations to another organisation if required (such as a requirement due to a change in law or governance) however we will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

11. WAIVER

- Even if we delay in enforcing any terms of this Agreement it shall not prevent us from enforcing the terms at a later time and shall not be deemed to mean those terms will cease to have effect nor be a waiver of any subsequent breach

12. DATA PROTECTION

- Merseytravel is committed to processing your personal information in a clear and transparent manner. The Fair Processing Notice in respect of the Concessionary Fast Tag Scheme which details how your data is handled can be found on our website using the following link; <https://www.merseytravel.gov.uk/Documents/Customer%20Delivery%20Fair%20Processing%20Notice%20-%20-%20Concessionary%20Fast%20Tag.pdf>

13. FORCE MAJEURE

- Merseytravel shall not be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond Merseytravel's reasonable control.

14. SEVERABILITY

- Each of the paragraphs within this Agreement operates separately. If any part of this Agreement is or becomes illegal void or invalid that shall not affect the other provisions of this Agreement which shall remain in full force and effect.

15. THIRD PARTY RIGHTS

- This Agreement is between you and Merseytravel. Nothing in this Agreement shall allow any other person or third party any benefit of any kind or any right to enforce the terms of this Agreement.

16. LAW

- (a) This Agreement shall be governed by English Law and you can bring proceedings in respect of this Agreement in the Courts of England breach of your legal rights in relation to the Fast Tag as detailed within the Consumer Rights Act 2015.
- (b) Merseytravel accepts no liability or responsibility for an incorrectly fitted Fast Tag which is the responsibility of the User.
- (c) Merseytravel is responsible for making good any damage to your property caused by us under this Agreement which arises from our default or negligence; however Merseytravel accepts no liability for any loss or damage to property howsoever arising from the use of the Fast Tag unless the loss or damage is caused by the default of negligence of Merseytravel.

Where to find our Merseytravel Centres

Liverpool ONE Travel Centre

Liverpool ONE Bus Station
1 Canning Place
Liverpool
L1 8LB

St Helens Travel Centre

St Helens Bus Station
Bickerstaffe Street
St Helens
WA10 1DH

Birkenhead Travel Centre

Birkenhead Bus Station
Claughton Road
Birkenhead
CH41 6RT

Huyton Travel Centre

Huyton Bus Station
Huyton Hey Road
Huyton
L36 5SB

Bootle Travel Centre

Bootle Bus Station
Washington Parade
Bootle
L20 4RE

Queen Square Travel Centre

Queen Square Bus Station
Queen Square
Liverpool
L1 1RG

Details of opening hours can be found at merseytravel.gov.uk

Merseytravel

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 **www.merseytunnels.co.uk**

 **tag@merseytravel.gov.uk**



Merseytravel

The prices and details shown in this leaflet were correct at March 2019.