

Mobility Credits Trial

Terms and Conditions

These Terms and Conditions were last updated on 02 January 2024.

Please read these Terms and Conditions carefully.

The Terms and Conditions are a legal agreement between the Council, on behalf of Solent Transport, and the Participant and set out the rights and obligations of Participants in the Scheme.

These Terms and Conditions apply when the Participant receives confirmation that they have been accepted onto the Scheme and begin to participate in it.

By accepting these Terms and Conditions, the Participant agrees to take part in the Monitoring and Evaluation.

The Privacy Policy (<https://breezeuk.app/mobility-credits-privacy-notice/>) describes the Council's policies and procedures on the collection, use and disclosure of personal information and explains the Participant's privacy rights.

Agreed Terms

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words have the following meanings

Breeze means the digital multimodal mobility platform Application known as Breeze;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Conditions means these Terms and Conditions;

Confidential Information means any information, however conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the other party, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as confidential (whether or not marked as "confidential") or which ought reasonably to be considered to be confidential, including Participant Data;

Contract means a contract comprising the Conditions and the Online Form made between the Participant and the Council upon the Participant's acceptance onto the Scheme;

Council means Southampton City Council of Civic Centre, Southampton SO14 7LY that has entered into the Contract with the Participant;

Effective Date means the date on which the Participant is accepted onto the Scheme by the Council;

Force Majeure Event means any circumstance not within a party's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster
- (b) epidemic or pandemic;
- (c) terrorist attack, civil commotion, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) collapse of buildings, fire, explosion or accident;
- (f) any labour or trade dispute
- (g) interruption or failure of utility service;

Mobility Credits means credits provided by the Council to the Participant via a Breeze Voucher Code to be used to pay for the Participant's bookings of Transport Services;

Monitoring and Evaluation means any data collection by the Council and subsequent evaluation by the Council or any of the partners of Solent Transport that accompanies the Scheme to understand how successful the Scheme is and what can be done to improve the Scheme;

Online Form means the online sign-up process completed by the Participant, pursuant to which the Participant applies to take part in the Scheme. Online Forms shall be deemed incorporated into the Contract by reference;

Participant means the person who has entered into the Contract with the Council;

Participant Data means all information, personal data, images, and/or content in any form that forms part of the Participant's data provided to the Council or accessible via that data;

Scheme means the Mobility Credits scheme in which the Participant is provided with Mobility Credits to purchase Transport Services through Breeze;

Solent Transport means the partnership between the councils of the Isle of Wight, Hampshire County, Portsmouth City and Southampton City;

Term means 12 months from the Effective Date or such shorter period ending on the date on which the Participant withdraws from the Scheme in accordance with clause 7 or the Scheme is cancelled by the Council in accordance with clause 8.

Transport Services means bus or rail services, bike share or e-scooter rental, car club, or ferry services available to book via the Breeze App;

Breeze Voucher Code means a single use code which can be exchanged for Mobility Credits in Breeze;

- 1.2 In the Contract, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
 - 1.2.4 the words including, for example and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words without limitation;
 - 1.2.5 references to writing include typing, printing, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form;
 - 1.2.6 references to clauses are, unless otherwise provided, references to the clauses of the Conditions; and
 - 1.2.7 the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of these Conditions.

2 Duration

- 2.1 A Participant's involvement in the Scheme shall run from the Effective Date for the duration of the Term.

3 The Scheme

- 3.1 As part of the Participant's involvement in the Scheme, the Council will use reasonable efforts to supply Mobility Credits to the Participant during the Term in accordance with the Contract.
- 3.2 There is no obligation on the Council to supply Mobility Credits on any dates previously indicated by the Council or at all. All dates will be estimates only and any failure to supply Mobility Credits on such dates or at all will not be a breach of this Contract. Payments of Mobility Credits and the operation and continued operation of the Scheme are entirely at the Council's discretion.
- 3.3 The Participant agrees to co-operate with the Council in all matters relating to the Scheme and the Services.
- 3.4 To be eligible to apply to participate in the Scheme the Participant must:
- 3.4.1 have received a letter from their local authority informing them of the Scheme;
 - 3.4.2 be in receipt of council tax support;
 - 3.4.3 be under 30 years of age at the point of receiving the letter referred to in clause 3.4.1;
 - 3.4.4 have submitted the Online Form;

- 3.5 Satisfying the requirement of clause 3.4 is subject to verification and does not guarantee participation in the Scheme and the Council reserves the right to reject any applications to participate.
- 3.6 To receive the Services the Participant is required to download and register an account with Breeze (<https://breezeuk.app/>). When the Participant registers an account with Breeze the Participant will also be bound by the Terms of Use applicable to Breeze (<https://breezeuk.app/terms-conditions/>) and to the Privacy Notice applicable to Breeze (<https://breezeuk.app/privacy-policy/>).

4 The Breeze Account

- 4.1 When setting up an account in Breeze the Participant must provide information that is accurate, complete and kept up to date at all times. Failure to do so constitutes a breach of these Conditions which may result in immediate termination of the Participant's account.
- 4.2 The Participant is responsible for safeguarding the password that is used to access the account and any activities or actions carried out using the password.
- 4.3 The Participant agrees not to share their Breeze account or disclose the password to any third party. The Participant must notify the Council immediately upon becoming aware of any breach of security or unauthorized use of the Participant's account.
- 4.4 The Council has the right to disable the Participant's Breeze account at any time, if in the Council's reasonable opinion, the Participant has failed to comply with any of the provisions of these Conditions.
- 4.5 At the time of creating a Breeze account, the Participant will be required to set up a valid payment method.
- 4.6 Payment will only be taken if the value of the Transport Services purchased within Breeze exceeds the value of the Mobility Credit at that time of purchase.

5 Mobility Credits

- 5.1 Subject to clause 3.2, the Participant will be provided with £50 Mobility Credits to be used during each calendar month of the Term as Mobility Credits for Transport Services available in Breeze.
- 5.2 At the start of each calendar month during the Term, Participants will be emailed a single use Breeze Voucher Code which can be redeemed for £50 Mobility Credits in Breeze.
- 5.3 Each Breeze Voucher Code can be redeemed in Breeze for Mobility Credits from 00.00 at the beginning of the 1st day of each calendar month and will expire at 2359 on the last day of each calendar month during the Term.

- 5.4 Where the Mobility Credit balance in the Participant's Breeze account in any particular calendar month is greater than the cost of the Transport Service provided in that calendar month following a booking by the Participant then any remaining excess credit can be used to book an additional Transport Service to be provided in that calendar month and so on until no excess credit remains unused. Any unspent Mobility Credit in the Participant's Breeze account at the end of a calendar month cannot be utilised by the Participant to pay for Transport Services in the following calendar month during the Term and instead all unspent Mobility Credit shall be removed from the Participant's Breeze account at the end of each calendar month. Where the Mobility Credit value in the Participant's Breeze account for any calendar month during the Term is less than the cost of the Transport Services incurred during that calendar month then the shortfall must be made good by the Participant and paid into their Breeze account.
- 5.5 During the Term the Participant can only use the Mobility Credits to purchase Transport Services through the Breeze app:
- 5.5.1 for the travel of the Participant only, or
 - 5.5.2 where the Transport Service in Breeze allows multiple travellers, so long as the Participant is one of those travellers
- 5.6 Mobility Credits do not have a monetary value and cannot be transferred or exchanged for cash or other goods or services.
- 5.7 Mobility Credits are non-refundable and Breeze Voucher Codes cannot be re-issued if the Participant makes a mistake, they are mislaid or misappropriated for any reason. Participants must keep the Breeze Voucher Code safe and make sure that the correct email address is provided in the Online Form.
- 5.8 The Council will not be liable for any loss, expenses or damages incurred by the Participant if the Participant:
- 5.8.1 travels without a valid ticket; or
 - 5.8.2 cancels a booking for Transport Services.
- In such circumstances the Participant will not be entitled to a refund of any Mobility Credits used for such booking.
- 5.9 The Participant must not:
- 5.9.1 attempt to trade or sell the Mobility Credits to anyone else; or
 - 5.9.2 use Mobility Credits to book Transport Services on behalf of anyone else, unless clause 5.5.2 applies.
- 5.10 In the event that the Council has reason to believe that the Participant has not complied with the requirements of clause 5 then the procedure set out at clause 12.2 will apply.

- 5.11 The Council does not guarantee that any Transport Services will be made available to the Participant during the Term.
- 5.12 The Participant will use the Mobility Credits in accordance with these Conditions and only for lawful purposes.
- 5.13 Participants use the Transport Services at their own risk and the Council is not liable for any theft, direct and/or indirect losses or damages whatsoever relating to such use.

6 Monitoring and Evaluation

- 6.1 The Participant agrees to complete the following travel surveys to understand the impact of Mobility Credits which will be provided by the Council by email:
 - 6.1.1 the Online Form at the point of application;
 - 6.1.2 first follow up survey, to be completed after six months of participation;
 - 6.1.3 end of trial survey, to be completed after 12 months of participation;
 - 6.1.4 post intervention survey, to be completed two months after the Participant has received the final Mobility Credit;
- 6.2 Except for clause 6.1.1, the Participant will use all reasonable efforts to complete the Travel Surveys within 10 Business Days of being emailed by the Council.
- 6.3 The completion of the survey referred to in 6.1.2 is a prerequisite to the Participant receiving any subsequent Mobility Credits.
- 6.4 Notwithstanding completion of the above travel surveys, the Participant will use reasonable efforts to provide feedback on their experience of the Scheme to mobilitycredits@breezeuk.app

7 Withdrawal from the Scheme

- 7.1 The Participant can withdraw from the Scheme at any time by providing one calendar month's written notice to the Council.
- 7.2 Upon withdrawal of the Scheme clauses 8.2.1 – 8.2.3 will apply.
- 7.3 The Participant will be deemed to have withdrawn from the Scheme with immediate effect on the occurrence of any event which would fall within clause 10.

8 Cancellation of the Scheme

- 8.1 The Council has a right to cancel the Scheme at any time by providing one calendar months' written notice to the Participant.
- 8.2 Upon cancelling the Scheme:

8.2.1 any remaining Mobility Credit balance will remain accessible to the Participant for use of Transport Services during the remainder of the calendar month in which the Scheme is cancelled; and

8.2.2 The Council will notify the Participant by email that the Contract has been cancelled.

9 Contact Details

9.1 During the Term the Participant can contact the Council by the following means:

9.1.1 Email: hello@mobility.breezeuk.app

9.1.2 Post: Future Transport Zone Team, Solent Transport, Civic Centre, Southampton, SO14 7LY

10 Change of Circumstance

10.1 During the Term the Participant must notify the Council immediately in writing if there is a change in circumstance that affects the Participant's involvement in the Scheme. Such change in circumstance may include but is not limited to:

10.1.1 change of address of the Participant; or

10.1.2 an inability for the Participant to utilise the Mobility Credits on Transport Services due to injury, critical illness, imprisonment or death.

11 Prevention of Fraud

11.1 The Council reserves the right to undertake periodic checks to ensure that the Participant is complying with the Conditions.

11.2 In the event that the Council suspects that the Participant is involved in any fraudulent or unusual activity the following procedure will apply:

11.2.1 the Council will investigate the issue internally;

11.2.2 the Council will notify the Participant of any suspected fraudulent or unusual activity;

11.2.3 the Participant must provide a written response within 5 Business Days of being notified; and

11.2.4 if the Council is dissatisfied with the response, then the Council may at its sole discretion terminate the continued participation of the Participant in the Scheme Contract with immediate effect.

11.3 Anyone found to be using the Mobility Credits fraudulently may be liable for possible prosecution.

12 Dispute Resolution

- 12.1 If the Participant has any concern or dispute about the Scheme, the Participant agrees to first try to resolve the dispute informally by contacting the Council.
- 12.2 If Participant has used the Transport Services and has experienced issues or problems, the Participant may contact the Council as per clause 9.

13 Warranties and Disclaimers

- 13.1 The Participant warrants that at the time of agreeing to participate in the Scheme, the Participant is not relying on any representation made by the Council which has not been stated expressly in these Conditions.
- 13.2 Insofar as liability may lawfully be excluded or limited, the Council gives no warranty in respect of the Scheme, Breeze or the Transport Services.
- 13.3 Except as expressly provided in these Conditions, each party excludes all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality, in each case, to the maximum extent permitted by applicable law.

14 Liability

- 14.1 Nothing in these Conditions shall exclude or limit the liability of either party for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.
- 14.2 Subject to clause 14.1, in no event shall the Council have any liability to the Participant under or in relation to these Conditions whether in contract, tort or under any other theory of liability for: (a) any financial damages as a result of loss of or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or (b) any indirect or consequential loss or damage arising from or related to these Conditions, howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance.
- 14.3 Subject to clause 14.1, the Council's liability with respect to any single incident arising out of or related to these Conditions (whether in contract or tort or under any other theory of liability and including non-contractual claims) will be limited to the maximum value of the Mobility Credit provided to the Participant under these Conditions.

15 Confidentiality

- 15.1 Each party undertakes that it will not during the Term and for a period of five years after termination of the Contract, disclose to any person any Confidential Information, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.2 No party will use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16 Force Majeure

- 16.1 Neither party will be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. The associated obligations of the party unable to perform will be suspended. Both parties will mitigate their losses and meet in good faith to agree a plan to limit the consequences of the Force Majeure Event.

17 General Terms

17.1 Entire Contract

These Conditions together with the Online Form, constitute the entire agreement of the parties relating to the matters covered by the Contract, and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing. Nothing in this clause shall limit or exclude any liability for fraud.

17.2 Governing Law and Jurisdiction

These Conditions and the usage of Breeze and the Transport Services by the Participants shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.