

## **Terms of Use: Breeze**

These Terms of Use were last updated on 17.01.24

Please read these Terms of Use carefully before using the Breeze Application. The Terms of Use are a legal agreement between You and The Council and set out the rights and obligations of all users regarding the use of the Breeze Application.

When You use Breeze (even if it's just browsing), You are acknowledging that you've read and understood these Terms of Use and the [Privacy Policy](#). The Privacy Policy describes the Council's policies and procedures on the collection, use and disclosure of personal information and explains your privacy rights. By accessing the Breeze Application or using the Services, You confirm your agreement to be bound to these Terms of Use.

You must be aged 16 or over to use the Services and if you're 16 or 17, you'll need your parent or guardian's permission. We reserve the right to refuse access to our website or apps, or to reject a transaction made using our Services if you are under age, or if we otherwise deem it appropriate to do so.

### **1. Contractual Relationship**

- 1.1 These Terms of Use are a legal agreement between:
  - (1) Southampton City Council of Civic Centre, Southampton SO14 7LY ("**the Council**"); and
  - (2) You ("**You**")
- 1.2 The Terms of Use are in respect of the digital multimodal mobility platform Application known as Breeze and all related content, websites, information, mobility services, products and all other related services, (collectively referred to as the Services) available on the Breeze Application.
- 1.3 The Breeze Application is owned by the Council on behalf Solent Transport.
- 1.4 These Terms of Use set out the rights and obligations of all users regarding the use of the Breeze Application and Services.

### **2. Definitions and Interpretation**

- 2.1 The following definitions shall have the same meaning regardless of whether they appear in singular or in plural and apply for the purposes of these Terms of Use:

**App** means Application

**Application** means the software program provided by the Council downloaded by You on any electronic device, named Breeze

**Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) from which the Application may be downloaded.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Account** means a unique account within the App created for You to access the Services or parts of the Services

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

**Breeze Mobility Voucher** means a digital certificate accessed via a Breeze Voucher Code that can be used to purchase Services.

**Device** means any device that can access the Services such as a computer, a mobile phone or a digital tablet.

**Expiry Date** the last date on which the Breeze Voucher can be used to purchase Services within the App

**Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of the Services.

**Force Majeure Event** means any event which we or the supplier of the service(s) in question could not, even with all due care and attention, foresee or avoid, and which are outside of our (or their) reasonable control. Such events may include (but are not limited to) actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, pandemic, epidemic, government action, fire, and all similar events outside our control.

**Goods** refer to the items offered for sale on the Services.

**In-app Purchase** refers to the purchase of a product, item, service, or subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.

**Local Authority Partners** means Hampshire County Council, Portsmouth City Council, the Council and Isle of Wight Council

**Mobility Services** means public transport or private mobility services integrated with the App.

**Mobility Service Providers** means public or private transport operators

**Orders** mean a request by You to purchase Goods

**Promotions** refer to contests, sweepstakes or other promotions offered through the Services.

**Services** refers to all related content, websites, information, mobility services, products and all other related services available on the Breeze Application.

**Solent Transport** means the collaboration between Hampshire County Council, Portsmouth City Council, the Council and Isle of Wight Council to improve and co-ordinate transport issues and services within the Solent region

**Terms of Use** (also referred to as "Terms") means these Terms of Use that form the agreement between the Council and You regarding the use of the Services.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Services.

**Third Party Services** means Mobility Service Providers, their intermediaries, payment service providers and/or other third parties, such as public ticketing services

**Third Party Service Products** means service products offered by Mobility Service Providers, their intermediaries, payment service providers and/or other third parties such as transportation, payments and mobility budget.

**Train Company** means a company operating passenger railway services which is required to apply the [National Rail Conditions of Travel](#) and also extends to the authorised agents of that company. A list of these train companies can be found in [Appendix A](#) of the National Rail Conditions of Travel.

**You/Your** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

**Breeze Voucher Code** means a code that can be redeemed against Services within the App

### 3. Your Account

- 3.1 When You create an account with the Council, You must provide information that is accurate, complete and kept up to date at all times. Failure to do so constitutes a breach of the Terms of Use, which may result in immediate termination of Your account.
- 3.2 You are responsible for safeguarding the password that You use to access the App and for any activities or actions under Your password.
- 3.3 You agree not to disclose Your password to any third party. You must notify the Council immediately upon becoming aware of any breach of security or unauthorized use of Your account.
- 3.4 You confirm that you have authority to use the payment card you use via the App to access Services
- 3.5 The Council has the right to disable Your account at any time, if in the Council's reasonable opinion, You have failed to comply with any of the provisions of these Terms of Use.
- 3.6 You can delete Your account at any time within the App or by contacting the Council via the link on the [Breeze website](#). Please also see the [Privacy Policy](#) for the Breeze App.

### 4. The Services

- 4.1 The Services are:
  - 4.1.1 use of the Breeze App
  - 4.1.2 use of all related content, websites, information, included products and services which You may use or access through/in the Breeze App.
- 4.2 The Council facilitates the Services as described above and the App enables You to connect with Third Party Services. The App enables You to access and use Third Party Service Products. The Council has no control over Third Party Services, content or products and for the avoidance of doubt the Council is not a Mobility Service Provider.
- 4.3 The Council is independent of the Third-Party Services and it does not run the Third Party Services. The Council acts as an agent on behalf of the Mobility Service Providers and will in no way be liable for Third Party Services or Third Party Service Products. When You purchase Third Party Service Products through the App your contract is between You and the Mobility Service Provider. The Mobility Service Providers are responsible for their own Third Party Services and availability and operate their own terms of use and conditions. Details of the Mobility Service Provider's terms of use, conditions and policies should be

read on the Mobility Service Provider's website. The Council is only responsible to the extent laid out in these Terms of Use.

- 4.4 Although the Council takes the greatest care to give You search results that are accurate in both price and description, the Council cannot guarantee that all the information in the App will be correct. This is because some of it such as timetables, live journey information, platform data, transport network conditions and fares come from the Mobility Service Providers or from external services such as the Bus Open Data Service (BODS). The App also uses the National Rail Enquires (NRE) data feeds.
- 4.5 The Council does not guarantee that the App, related content, websites, information, including products and services will always be available or be uninterrupted. The Council will not be liable to You if for any reason the App, related content, websites, information, including products and services are unavailable at any time or for any period.
- 4.6 If You cannot produce a valid ticket for the Third Party Service Product You use, You may have to pay the appropriate fare or could face paying a penalty fare.
- 4.7 The Council shall not be obliged to sell Goods or Services to You where the Council has reason to believe You may be intending to use the Goods or Services, or the proposed method of payment, fraudulently.
- 4.8 If you buy rail Third Party Service Products via The App, that purchase is additionally governed by the [National Rail Conditions of Travel](#). When you buy a Ticket to travel on scheduled train services on the National Rail Network you enter into a binding contract with each of the Train Companies, whose trains your ticket allows you to use. A list of Train Companies to which the National Rail Conditions of Travel apply can be found [Appendix A](#) of the National Rail Conditions of Travel.
- 4.9 The Council may provide support to You regarding Third Party Services to the extent of the Council's reasonable knowledge and as required by law and by these Terms of Use. In case You have any issues, problems or concerns, You may contact the Council by email at [support@breezeuk.app](mailto:support@breezeuk.app)
- 4.10 You will use and get access to the Services and You will be able to add Your data to the App in accordance with these Terms of Use.

## 5 Payment

- 5.1 We accept payments in GBP (£) in the following ways:
- 5.1.1 Apple Pay,
  - 5.1.2 Google Pay,
  - 5.1.3 Card payments (Visa, MasterCard)
- 5.2 By making a payment you accept these Terms of Use as well as the terms and conditions of the Mobility Service Providers that you will be travelling with.

- 5.3 Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by your card issuer. If the Council does not receive the required authorisation, the Council will not be liable for any delay to delivery or non-delivery of the Services.

## **6. In-App Purchases**

- 6.1 The Application may include In-app Purchases that allow you to buy products, services or subscriptions.
- 6.2 More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.
- 6.3 In-app Purchases can only be used within the Application. If you make an In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.
- 6.4 If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, the Council will, after becoming aware of the fault or being notified of the fault by You, investigate the reason for the fault. The Council will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will the Council charge You to replace or repair the In-app Purchase. In the unlikely event that the Council is unable to replace or repair the relevant In-app Purchase or is unable to do so within a reasonable period and without significant inconvenience to You, the Council will authorise the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly. In no circumstances will you be entitled to anything other than a replacement of or repair to the In-app Purchase or a refund up to its cost.
- 6.5 You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.
- 6.6 If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

## **7 Breeze Voucher / Promotions**

- 7.1 Breeze Vouchers can be redeemed within the App by using the Breeze Voucher Code. Breeze Vouchers can only be redeemed against Services within the App.
- 7.2 Where a Breeze Voucher Code value is less than the cost of the Services then the outstanding difference must be paid by one of the payment methods in clause 5.1. Where a Breeze Voucher Code value is greater than the cost of the Services then any remaining

excess on the Breeze Voucher Code can be re-used against another Service before the Breeze Voucher Code Expiry Date.

- 7.3 The Breeze Voucher Code will be valid until the Expiry Date.
- 7.4 Breeze Mobility Vouchers and Voucher Codes do not have a monetary value. They cannot be transferred or exchanged for cash. If a full/partial refund is due for any reason, any part of the Services that were paid for using a Breeze Voucher Code will be returned by issuing a new Breeze Voucher Code.
- 7.5 Breeze Vouchers are non-refundable and Voucher Codes cannot be re-issued if you make a mistake, they are mislaid or misappropriated for any reason. You must keep your Code safe and make sure that you have provided the correct email address.
- 7.6 Breeze Voucher Codes cannot be traded or sold. If the Council suspects misuse/abuse of any kind, it can void the Code(s).
- 7.7 The Breeze Voucher may limit how the Voucher Code can be redeemed. For example it could limit the days of the week that the code can be used and it could limit the type of Services that the code can be redeemed against, this is not an exhaustive list.

## **8 Prices and Refunds**

- 8.1 The price of Third-Party Service Products purchased through the App will be the prices as advertised by the Mobility Service Providers and may be subject to change by the Mobility Service Providers
- 8.2 All refunds will be processed in accordance with the Mobility Service Provider's own refund policy. Any refunds issued by the Council will be effected by making payment in the original form that payment was made (for example, refunding on the credit card used to make the initial payment). Refunds will not be issued in the form of credit notes or cheques.

## **9 Force Majeure**

- 9.1 The Council will not accept liability or pay any compensation where the performance of the Services including Third Party Services is prevented or affected by, or You otherwise suffer any damage, loss, or expense of any nature, because of a Force Majeure Event.
- 9.2 The Council reserves the right to suspend the provision of obligations to You under the Terms of Use in the event of a Force Majeure Event.

## **10 Promotions**

- 10.1 Any Promotions made available through the Services may be governed by rules that are separate from these Terms.

- 10.2 If You participate in any Promotions, please review the applicable rules as well as the Council's Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## 8 General Provisions

- 8.1 You must be eligible in accordance with the Mobility Service Provider's terms of use to use its Third Party Services. If you are not, you must stop using those Third Party Services immediately
- 8.2 You may be asked to provide Your valid Driver's License or a valid ID document to a Third Party to use Third Party Services. You may be asked to provide Your driver's licence by various means, including by requesting You to fill in Your data in a digital form, by requesting You to scan Your licence, by asking You to make a video, take a photograph or make a copy of it. The Council may request personal data such as Your name, date of birth, document date of issue, expiration date and licence number. The Council may also request Your facial photograph and/or video. This data will be used to verify Your identity and to confirm Your eligibility to access certain Services (e.g. Mobility Services which can only be used with a valid driver's license). You may not be able to use some of our Services if You do not provide us with this information.
- 8.3 If You download the Breeze App or use the Service, the Council may process Your personal data to ensure the technical connection to the Services, the security of the Services, the optimisation and/or functionality of the Services.
- 8.4 The Breeze App and its Services also make use of Your precise location and route information, which is captured by GPS signals, Device sensors, Wi-Fi access points, and tower ids, among others, to allow You to get and order the Services available in the Breeze App. You can disable or enable this function at any time. If You disable the function the Council will not collect Your location data any further. However, in this case, the Council would show general information only and You will not be able to request certain of the Services, as it is necessary to process Your location for the purpose of suggesting available Services near You. Certain functionalities of the App cannot be provided without this technology. You can view the Privacy Policy for the Breeze App [here](#).
- 8.5 If You choose to create an account, You must provide the Council with personal data, including but not limited to, Your mobile phone number. You acknowledge that this data is necessary to create an account and for all related purposes, security of the Services, contact with You, as well as to enable You to purchase the required Services. You can view the Privacy Policy for the Breeze App [here](#).
- 8.6 As part of the Services, the Council may contact You directly, including by displaying information in the Breeze App, by contacting You via email and/or other methods using the information received directly from You, to notify You about changes or updates about the Services. This includes updates to the Council's or any Third-Party Services Terms of Use, Privacy Policy and/or service maintenance information. In addition, the Council may contact You with regards to information related to your use of the Services. These

notifications are necessary to enable the Council to deliver the Services to You and you cannot therefore opt-out of receiving these service messages

- 8.7 The Council may also contact You to notify You about information related to the App's offerings, promotions and services or information related to our account and your trips, including the details of your trip (e.g. status of a trip or to inform You that a car You requested is arriving). You can opt-out of receiving some of these notifications as permitted in the App settings and in the emails sent by the Council.
- 8.8 The Council provides support to You via its dedicated channels and Breeze Privacy Policy, so You can contact the Council and request support. If You contact the Council's customer services or request the Council's support, the Council will assess, answer and/or address your query, but in doing so the Council shall not incur any liability or assume any responsibility whatsoever, including for any delay or for missing information for the services provided by Mobility Service Providers.

## **9 Intellectual Property Rights and Licensing**

- 9.1 The Council shall reserve the intellectual property rights, including without limitation, all rights to patents, copyrights, trade secrets, trademark, and other intellectual property rights to the Breeze App, and any changes thereto. This applies also to any future adjustments to the Breeze App.
- 9.2 You recognise and agree that under these Terms of Use You do not have any property rights over the Breeze App but rather only the right to limited use in accordance with these Terms of Use. You may use the Breeze App provided by the Council only for the purposes set out in the Terms of Use.
- 9.3 Any modification by You of the Breeze App and any other material that belongs to the Council or its Affiliates and is provided in the App is strictly prohibited under these Terms of Use.
- 9.4 You agree that You will not submit confidential or otherwise protected ideas or information in our Breeze App, including in our comments, Feedback and/or customer support sections. You acknowledge and agree that the content and information You submit in our Breeze App will automatically become property of The Council, without any compensation to You. You assign all rights, title and interest in any Feedback You provide. If for any reason such assignment is ineffective, You agree to grant the Council a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.
- 9.5 Any offensive and/or inappropriate content will be removed by the Council at any time at its sole discretion. Continuous abusive behaviour will not be tolerated and may result in permanent account deactivation.

## **10 User Rights, Restrictions and Obligations**



Updated 17.01.24

- 10.1 You may use the Services provided by the Council only for the purposes set out in the Terms of Use which are to
  - 10.1.1 access and use the Breeze App solely in connection with the use of the Services; and
  - 10.1.2 access and use any content and related information that the Council makes available through the Services.
- 10.2 You may use the Services solely for Your personal and non-commercial use, unless prior written consent is obtained from the Council.
- 10.3 You shall be granted a limited, non-exclusive, non-transferable, non-commercial, personal and revocable right of use of the Breeze App. You may not transfer or sub-license this right to use the Breeze App or allow Your account to be used by others.
- 10.4 You are not authorised to:
  - 10.4.1 decompile, disassemble or reverse engineer the Breeze App or the Services (or any part thereof);
  - 10.4.2 create a browser, frame, or border environment around the Breeze App or the Services;
  - 10.4.3 use the Breeze App or the Services for any purpose other than the purposes set in these Terms of Use;
  - 10.4.4 distribute, perform, sell, resell, lease, transmit, rent, lend, stream, reproduce, modify, adapt, duplicate, prepare derivative works based upon, broadcast, modify, copy or otherwise exploit the Breeze App or the Services, except as permitted by these Terms of Use;
  - 10.4.5 link, remove, or frame any copyright or other intellectual property rights from the Breeze App or the Services or a portion of the Services;
  - 10.4.6 attempt to gain or gain unauthorised access to the Breeze App or the Services, its data and systems or conduct any illegal, unlawful or unauthorised activity;
  - 10.4.7 use the Services in connection with any spam, unsolicited email, fraud, including financial fraud and identity fraud, similar conduct and/or make available or collaborate to make available any virus, worm, malware or any harmful, malicious, defective and/or disruptive invasive or computer code, file, application or program and/or component in the Services
  - 10.4.8 disrespect or violate any other User's Rights or any Applicable Laws or Regulations, including individual's privacy, Data Protection, and Intellectual Property Rights, whether manually or with the use of any technology such as a robot, spider, crawler, site search or retrieval application, or other automatic Device or process to access the Services.
- 10.5 If You fail to comply with these Terms of Use, You may be temporarily suspended, permanently blocked or the Council may delete Your account at its own discretion. You may also be liable for any costs or charges associated with your failure to comply with the Terms of Use.

## **11 Third Party Services**

- 11.1 You acknowledge that the Council may process and store Your personal data, including ticket information (e.g. ticket ID and barcode) trip information (e.g. order ID and details, bill, date and time); transport information (e.g. vehicle model, image, fuel type and plate number); amongst others to enable You to pay for the Services ordered through the Breeze App. You also acknowledge and agree that this information may be used by the Council (i) to disclose to Third Party Services (as described in section 8.2.); (ii) to comply with its legal obligations and rights; and (iii) in a case of a dispute.
- 11.2 You acknowledge and agree that the Council must transmit, transfer, or otherwise disclose Your personal data to Third Party Services in order to deliver the Services. In particular, the Council may exchange Your personal data with Mobility Service Providers and Third-Party Services, which may include Your user and booking IDs, access token, order details, account number, trip start and finish times and coordinates, cost of journey, Your plate number, vehicle model, image and fuel type, and acceptance date and time of the Terms of Use and/or other Personal Data.
- 11.3 The Council provides access to Third Party Services through the Breeze App that the Council has no control over.
- 11.4 The Council shall not be responsible or liable, directly, or indirectly, for any loss or damage whatsoever or howsoever caused, or alleged to be caused, by or in connection with use of, reliance on, or otherwise related to any service, content, products, goods, other materials or any activity provided by or through Third Party Services.
- 11.5 By selecting or using Third Party Services in or through the Breeze App (such as buying a public transport ticket or renting a transport) You enter into agreement with a third party and the Council has no control or responsibility on how and on what basis Your personal data are used by third parties. It is regulated by the legal terms (including any privacy policy) of that third party.

## **12 Disclaimer, Warranties and Limitation of Liability**

- 12.1 The Services are provided to You without warranty of any kind, express or implied as to the operation or availability of the Services, or the information, content, materials or products included in the Services.
- 12.2 Without limiting the foregoing, the Council, on its own behalf and on behalf of any Affiliates, does not warrant
- 12.2.1 as to the accuracy, reliability, or currency of any information or content provided through the Services
  - 12.2.2 that the Services will be uninterrupted or error-free
  - 12.2.3 that the Services are suitable for use by You,
  - 12.2.4 that the Services will meet your requirements or achieve any intended results,
  - 12.2.5 that the Services will be compatible or work with any other software, applications, systems, or services,
  - 12.2.6 that the Services will operate without interruption,

- 12.2.7 that the Services will meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- 12.2.8 that the Services, its servers, the content, or e-mails sent from or on behalf of the Council are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- 12.3 The Council does not guarantee continuous and uninterrupted use or access to the Services and disclaims all warranties or representations regarding the use of or access to the Services. The Council does not guarantee the safety, ability, correctness, functionality, truthfulness, quality and timely performance of the Services (or any part thereof)
- 12.4 You acknowledge that the Council may collect public transport and real time data from public sources. The Council does not warrant nor guarantee any information provided through the Services, including, but not limited to, any public transit information and/or any dynamic information, and assumes no liability with respect to such information, as this information is based on the data provided to the public by any Third Parties Services, including public transport operators, and may therefore be changed at any time beyond any control of the Council.
- 12.5 The Council makes no representation regarding the actual arrival or departure of the public transit lines to the respective transit lines stops, nor regarding their respective routes. By using the App You acknowledge and understand that the information presented by the Council should be used for general informational purposes only and You should not rely on the accuracy of such information for Your decision making or any other purpose. The Council takes no responsibility for updating or correcting any such information once it has been given.
- 12.6 The Council reserves the right to modify, correct, amend, enhance, improve and/or make any other changes to the Services (or any part thereof) at any time at its sole discretion without any notice to You. You agree that the Council shall not be liable to You or any other party for any modification, suspension, or discontinuance of the Services.
- 12.7 The Council shall neither be held responsible nor liable for the accuracy of the data provided in the Services. The Council algorithms work in a way to logically provide the suitable route close to You; however, it is up to You to decide whether to take the provided route or not.
- 12.8 These Terms of Use do not address, and the Council shall not be held responsible for, the privacy, information, or other practices of any Third-Party Services, including any third party operating any site or service to which the Council links.
- 12.9 The Services availability depends on various factors, including hardware, software, Third Party Services and Mobility Service Providers. The Council does not guarantee that the Services will always operate without any disruption or interference and does not undertake the obligation to provide updates, fix bugs, changes to the Services, unless to the extent otherwise expressly defined by the Council.

- 12.10 You shall not hold the Council liable for any losses, claims or demands, legal fees howsoever arising from the use of or access to the Services.

### **13 Indemnity**

- 13.1 In the event that You fail to comply with any of the terms set out herein, You will be held liable to the Council for any loss or damage, including direct and indirect damages, arising from the breach of these Terms of Use.
- 13.2 You agree to indemnify the Council against any special, incidental, direct, indirect and/or consequential damages, including losses, liabilities and expenses arising in connection with your use, misuse or access to the Services (or any part thereof) and/or your violation of these Terms of Use.
- 13.3 In case of any damage to transport or to the Mobility Service Providers in connection with your usage of the Services or by other means, You are directly responsible for covering direct and/or indirect damages, paying fines, fees, penalties or other claims made by Third Parties and Mobility Service Providers under their terms or in accordance with the law.

### **14 Data Protection and Privacy**

- 14.1 The Council's processing of personal data in connection with these Services is described in Breeze [Privacy Policy](#)
- 14.2 You agree to provide correct, complete, up-to-date and accurate personal data, including your account information, in particular contact details such as your phone number, and to maintain the confidentiality and security, including of your Password and Username, of your personal data and your account in our Services. The Council is under no obligation to review or control incorrect, incomplete, outdated and inaccurate personal data provided directly by You, unless otherwise required by applicable laws.

### **15 Severance**

- 15.1 If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Terms of Use, and the validity and enforceability of the other provisions of the Terms of Use shall not be affected.

### **16 No Partnership or Agency**

- 16.1 Nothing in these Terms of Use is intended to or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **17 Links to Other Websites**

- 17.1 The Services may contain links to third-party web sites or services that are not owned or controlled by the Council.
- 17.2 The Council has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You acknowledge and agree that the Council shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.
- 17.3 The Council strongly advises You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## **18 Attributes**

- 18.1 The Breeze App uses the Bus Open Data Service (BODS) which provides bus timetable, vehicle location and fares data for every local bus service in England. The Breeze App contains public sector information licensed under the Open Government Licence v3.0 [Open Government Licence v3.0](#)
- 18.2 The Breeze App also uses the National Rail Enquires (NRE) data feeds. NRE has selected data feeds available for third party developers to create their own products and applications. <https://www.nationalrail.co.uk/100296.aspx>

## **19 Termination of Access and Account**

- 19.1 The Council reserves the right to temporarily or permanently terminate or suspend your account without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Use.
- 19.2 Upon termination, your right to use the Services will cease immediately. If You wish to terminate Your account, You may simply discontinue using the Services at any time.

## **20 Changes to these Terms of Use**

- 20.1 The Council reserves the right, at its sole discretion, to modify or replace these Terms of Use at any time. If a revision is material, the Council will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Council's sole discretion.
- 20.2 By continuing to access or use the Services after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the App and the Services.
- 20.3 The "Last updated" legend at the top of this page indicates when it was last revised.

## **21 Dispute Resolution**

Updated 17.01.24

- 21.1 If You have any concern or dispute about the Services, You agree to first try to resolve the dispute informally by contacting the Council.
- 21.2 If You have used the Services and have experienced issues or problems, including with a Mobility Service Provider, You may contact the Council via the means mentioned below.

## **22 Governing law and Jurisdiction.**

- 22.1 Any dispute relating to these Terms of Use, previous versions, the use or access of the Breeze App and/or other Services provided by the Council shall be governed by, and construed in accordance with the laws of England.

## **23 Contact**

- 23.1 If you have any questions about these Terms of Use, You can contact the Council at [support@breezeuk.app](mailto:support@breezeuk.app)

BY LOGGING INTO THE BREEZE APP OR ITS SERVICES OR OTHERWISE GETTING ACCESS OR USING IT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE CONDITIONS SPECIFIED ABOVE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHALL NOT USE THE SERVICES.