

Frequently asked questions

What is the Severn TAG?

The Severn TAG is an Automatic Vehicle Identification System which allows you to travel Westbound across the Severn Bridge and Second Severn Crossing almost without stopping. For regular users this means not having to worry about having the right money for the automatic machines or queuing to pay at the manned Toll Booths.

How does it work?

The TAG is an electronic device, which fixes to your windscreen. As you approach the Toll Lane a scanner will read the TAG and, provided your account is in credit you will be able to drive through practically without stopping. The system records your journeys and debits your account automatically.

Dedicated Severn TAG Lanes

Drivers with a Severn TAG can take advantage of a dedicated priority green lane on both the Severn Bridge and the Second Severn Crossing which will provide a fast reliable service.

TAG Options

There are two types of TAGs for each category, choose the one most appropriate to your requirements.

Season TAG

You purchase a set period such as a calendar month or quarter which will give you unlimited crossings. The price is fixed for the period however many journeys you make.

Trip TAG

You work out the number of journeys required for a month or more and pay an appropriate amount into an account which is debited for each trip.

How can I purchase my TAG?

Complete the appropriate Application Form and return it to us with your cheque enclosed. Your Severn TAGs will then be posted to you.

How do I pay?

To obtain a TAG you will be asked for a deposit and an amount of money to credit your account. Season TAGs are available by an initial Cheque payment and thereafter by Direct Debit only. Payment for Trip TAGs can be Direct Debit, BACS or Cheque. Further details are contained in the Application Forms.

What if I no longer need my TAG?

If at any time you wish to cancel your contract, just return the TAG to Severn River Crossing and your deposit will be refunded. Unused time on the Season TAG cannot be refunded but for a Trip TAG any money left in your Account will be returned by cheque within 14 days.

What if my TAG is stolen?

If your TAG is lost or stolen, you should report it by emailing us at tag@severnbridge.co.uk or by ringing 01454 633522 and confirm in writing as soon as possible. The TAG will be blacklisted and a new one issued against a new deposit.

If you suspect fraudulent use of your TAG, you should contact us to enable the necessary investigations to be carried out.

TRIP TAG APPLICATION FORM 2014



CUSTOMERS NAME AND ADDRESS

(Please complete clearly using a black ball point pen)

Title (Mr/Mrs/Miss/Ms/Other) _____ Initials _____

Surname _____

Company Name (If appropriate) _____

No & Street _____

Town _____

County _____

Postcode _____

Telephone No _____ Email _____

TRIP TAG(S) REQUIRED FOR USE ON THE ACCOUNT

If you are in doubt as to your vehicle category you may phone our Help Line (01454 633522) and request further details.

Vehicle Category	Toll Rate	No. of Tags Required	Recommended Initial Payment Per Account	Totals
Category 1 Motor Cars & Motor Caravans Up to 9 Seats 	£6.40		£75	
Category 2 Small Goods Vehicle & Small Buses Up to 3,500 Kg & 17 Seats 	£12.80		£150	
Category 3 Other Goods Vehicle & Buses from 3,500Kg & 18 Seats or more 	£19.20		£225	

A cheque for the Total initial payment must accompany the Application Form together with the Direct Debit Mandate (if applicable).

Plus £30 Deposit For each Tag	£
Total Initial Cheque Payment	£

After the initial Cheque, future payments can be made by Cheque, Bacs or Monthly Direct Debit to fund the account. Please indicate how you wish to make payments. The account must be kept in credit at all times.

I will make further payments by Cheque/BACS to keep my account in credit.

Cheque should be made payable to "Severn River Crossing Plc" with your Tag account number written on the back. BACS payments should be made to the following Bank Account: Lloyds TSB Sort Code: 30-00-02 Account No: 01239347 Account Name: Severn River Crossing Plc. Your Severn Tag account number must be quoted when paying by BACS.

or I wish to pay a regular amount of £ per month by Direct Debit and I have enclosed the Direct Debit Mandate. The date of the first Direct Debit payment will be advised to you when the Tag(s) are issued.

The Severn Tag system is capable of indicating to you by means of an amber warning light at the Toll Booth when the credit in you tag account is low please indicate the amount you wish this to be set at £

Please note that a Trip Tag can be used on any vehicle of the category for which it was issued. However for safety and security reasons, each vehicle arriving at the Toll Booths MUST carry its own individual Tag, i.e. two or more vehicles arriving at the Toll Booths will not be permitted to use the same Tag.

**Severn River Crossing Plc
Toll Administration Building,
Bridge Access Road,
Aust,
Bristol
BS35 4BE
www.severnbridge.co.uk**

I agree to the Terms & Conditions as printed overleaf.

Customers Signature _____

Date _____

FOR SRC USE ONLY

Acct No	
DD Amount	
Date	

TERMS AND CONDITIONS OF USE
Trip TAG

1.0 INTERPRETATION

1.1 In the Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"Agreement" the agreement between the User and SRC for the use of the Tag by the User on the Terms and Conditions set out herein;

"Deposit" £30 per Tag or such greater amount as SRC shall decide is equivalent to the value of the Tag (plus an amount equal to Value Added Tax thereon if applicable).

"Equipment" all equipment used by SRC to operate the Automatic Vehicle Identification System other than the Tag.

"Event of Default" any breach of SRC's contractual obligations arising under the Agreement and any tortious act or omission by SRC including negligence (including negligent misrepresentation and negligent misstatement) arising under or in connection with the Agreement.

"Mandate" a Direct Debit.

"Method of Payment" a payment made by either Mandate or any Other Method.

"Other Method" a payment made by cheque or BACS.

"SRC" (Severn River Crossing Plc), a Company incorporated in England with Registered Number 2379695 or, where appropriate, persons authorised by such Company.

"Tag" the Transponder to be affixed to the Vehicle to operate the Automatic Vehicle Identification System on the Terms of the Agreement.

"Tolls" the Tolls leviable by SRC under the terms of the Severn Bridges Act 1992.

"Toll Category" the category of a Vehicle as defined in Section 8(1) of the Severn Bridges Act 1992.

"User" the person issued with the Tag by SRC.

"Vehicle" the vehicle of the Vehicle Category for which the Tag was issued by SRC.

"Vehicle Category" means the appropriate vehicle category as defined in the Severn Bridges Act 1992 which is specified on the Tag.

1.2 References to SRC include its assignees and/or successors in title to substantially the whole of its undertaking.

1.3 References to statutes or statutory provisions or rules include references to any orders or regulations made thereunder and references to any statutes, statutory provisions or rules or orders or regulations made thereunder include the statute, statutory provision, rule, order or regulation as amended, modified, re-enacted or replaced from time to time.

1.4 References to persons shall include bodies corporate and unincorporated, associations partnerships and individuals. References to the singular shall, unless the context otherwise requires, include the plural and vice versa. References to the masculine gender shall, unless the context otherwise requires, include the female gender and vice-versa.

1.5 Headings to Clauses are for information only and shall not form part of the operative provisions of the Agreement and shall be ignored in construing the same.

2.0 PROVISION AND USE OF TAG

2.1 SRC will provide the User with the number of Tags as requested by the User for use on any Vehicle which complies with the appropriate Vehicle Category and the User shall:

(a) install the Tag on the Vehicle as directed by SRC

(b) only use the Tag for the Vehicle category

(c) not sell, dispose of, damage or tamper with the Tag or use the Tag fraudulently or illegally

(d) exercise all possible care to ensure that the Tag is not lost, stolen or misused

(e) give SRC all information in his possession regarding any loss, theft or misuse of the Tag and will take all steps SRC deems necessary to assist the recovery of the Tag; and

(f) not use the Tag otherwise than in accordance with Agreement.

(g) be permitted to transfer the Tag from the Vehicle to another vehicle of the same Vehicle Category.

(h) each vehicle arriving at the Toll Booths must carry an individual Tag, i.e. two or more Vehicles arriving simultaneously at the Toll Booths will not be permitted to use the same Tag.

3.0 NOTIFICATION OF FAULT, LOSS, THEFT OR MISUSE

3.1 The User must stop using the Tag and must notify SRC immediately by telephone on 01454 633522 (during office hours) if the Tag is lost, stolen becomes faulty or is likely to be misused for any reason.

3.2 The User must also give SRC written notice of the loss, theft, fault or possibility of misuse within 7 days in accordance with Clause 8.3 and will be liable for any use or misuse of the Tag until SRC receives the written notice. The User will not be liable for any use or misuse of the Tag after SRC receives the written notice.

3.3 If the Tag is lost or stolen or is likely to be misused and is then recovered, the User must return the Tag to SRC as required by Clause 6.1(b)

3.4 A faulty tag without the identification label will be retained at the tolls. A replacement Tag will be issued if applicable, once the Tag User has contacted the Severn Tag Office.

4.0 COLLECTION OF TOLLS

4.1 Upon the application to SRC for an account, the User will:

(a) provide requested details relevant to the Method of Payment; and

(b) if his proposed method of Payment is payment by Mandate, his application must be accompanied by a sum of money paid by the Other Method to cover his proposed use of the Tag until his Mandate is processed and the Deposit.

(c) The User should note that Toll Charges on the Severn Bridges are subject to the prevailing rate of VAT and that paid invoices are issued. (Please note that Proforma invoices not issued).

4.2 SRC shall be entitled to deduct:

(a) Tolls and

(b) Charges and other sums due to it pursuant to the terms hereof from the funds received from the User from time to time, as the same shall be incurred.

4.3 Current monthly statements can be provided by SRC at the request of the User. Requests for duplicate or previous would be subject to a standard charge of £10 + VAT.

4.4 The User acknowledges that:

(a) he is responsible for ensuring that his account is in credit and if the TAG or the Equipment is faulty or otherwise through no fault of the User, the toll staff will enable passage through the plaza at no additional cost to the User and the applicable toll charge will be debited to the User's account.

(b) the Tolls are authorised by the Secretary of State for Transport under the provisions of the Severn Bridges Act 1992 and any increases thereto shall become immediately binding upon the User and, if such increases amount to 10% or more per annum, SRC may request the User to increase the amount paid by him each month; and

(c) if he cancels or alters his Mandate or does not intend to continue making payments by the Other Method he shall forthwith notify SRC of such cancellation, alteration or intention; and

(d) he is not entitled to interest on any sums received by SRC pursuant to the terms hereof; and

(e) he must notify SRC of any change in his name, address, registered office or vehicle category as the case may be

(f) the User must have the Tag in the Vehicle at the time of each crossing and should the User arrive at the Toll Booths without the Tag, the User must pay cash for that crossing and will not be entitled to a refund.

4.5 SRC acknowledges that the User is entitled to change the amount of his Mandate at any time provided that he gives at least one month's prior notice to SRC and, if necessary he completes an amended Mandate.

5.0 TERMINATION

5.1 The Agreement will terminate if the period of validity of the /Trip Tag expires and is not renewed.

5.2 Each party has the right to terminate the Agreement on giving the other at least one month's notice of termination in writing.

5.3 SRC may also terminate the Agreement immediately on giving notice in writing to the user if:

(a) the User cancels or changes his mandate other than in accordance with Clause 4.5; or

(b) the User wishes to pay by the Other Method and fails to make a payment when SRC requests him to or the Users cheque is returned unpaid; or

(c) the User notifies SRC that he does not intend to make further payments, or this becomes apparent to SRC; or

(d) in the opinion of SRC the User has made any fraudulent, unauthorised or illegal use of the Tag or has used the Tag in a way which was not permitted under the terms of the Agreement including, without limitation, if the User uses the Tag for a vehicle other than the Vehicle Category; or

(e) the User becomes bankrupt or is otherwise unable to pay his debts as they fall due or a Receiver or Administrative Receiver is appointed over or an encumbrancer takes possession of any of the User's property or assets or if an Administration Order is made in respect of the User or a resolution is passed or an order is made for the winding up of the User, or

(f) the User is in breach of any of the terms of the Agreement and, if the breach can be remedied, fails to remedy the breach within 30 days after being given notice of the breach by SRC.

5.4 The Agreement will automatically terminate when the Concession Agreement dated 29th October 1990 between the Secretary of State for Transport and SRC comes to an end, unless the Secretary of State for Transport takes an assignment or otherwise accepts the benefit and burden of SRC under the Agreement. In any event SRC shall notify the User before or when this happens.

5.5 The User must return the Tag to SRC as soon as the Agreement terminates.

5.6 On termination of the Agreement any monies outstanding to the credit of the User on the Users Account will be by refunded by cheque within fourteen days.

5.7 The termination of the Agreement under the terms of Clause shall not affect any other rights or remedies the parties have.

6.0 RETURN OF TAG

6.1 The Tag belongs to SRC it must be returned to SRC at Toll Administration Building, Bridge Access Road, Aust, Bristol BS35 4BE by registered post if:

(a) SRC sends the User a replacement Tag; or

(b) the User recovers the Tag after reporting it lost, stolen, or likely to be misused; or

(c) the User reports that the Tag is faulty; or

(d) the Agreement terminates

(e) On return of the Tag(s) a £30 deposit refund (per tag) will be paid by cheque within fourteen days, provided the Tag has not been damaged or tampered with,

6.2 If the Tag is not returned within 28 days of being replaced, being reported lost, stolen, likely to be misused or faulty, or the termination of the Agreement, or is returned damaged or tampered with, SRC may deduct the value of the Tag (plus Value Added Tax if applicable) from the Deposit.

7.0 COMPLIANCE

The User shall comply with the any instruction for the use of the Tag issued by SRC from time to time and with all applicable laws including, without prejudice to the generality of the foregoing, the Severn Bridges Act 1992 and any bye-laws or regulations created thereunder.

8.0 COMMUNICATION

8.1 Where either party is required to notify the other according to the Agreement, or otherwise wishes to communicate with the other party, such notice or communication shall be served by posting or sending the same by facsimile transmission, in the case of notices or communications to SRC, to Severn River Crossing Plc, Toll Administration Building, Bridge Access Road, Aust, Bristol BS35 4BE. Telephone 01454 633522 Facsimile 01454 633763 or in, the case of notices or communications to the User, to the address last notified to SRC.

8.2 Any notice or other communication so served shall be deemed duly served seventy two hours after posting or at the time of transmission depending upon whether it is sent by post or sent by facsimile respectively.

8.3 If notification is by telephone it will only be effective if confirmed by notice served in accordance with this Clause 8 within seven days.

9.0 CHANGES TO TERMS AND CONDITIONS

The Terms and Conditions of the Agreement may be changed by SRC at any time and any such change will be notified to the user at least 28 days prior to coming into effect.

10.0 ASSIGNMENT

SRC shall be, but the User shall not be, entitled to assign, transfer, charge or otherwise deal with the Tag or SRC's right, benefits and burdens hereunder.

11.0 DATA PROTECTION

SRC may use any information concerning the User for the purpose of administering the User's account and use of the Tags. Also, SRC uses CCTV cameras, which may hold information concerning the User, for the purpose of monitoring traffic flows and safety and the prevention,

investigation and prosecution of any criminal offence. SRC may disclose the relevant information of the User when appropriate to:

(a) any person that performs SRC's duties, rights and liabilities hereunder

(b) the police; and

(c) debt collectors and/or solicitors for the purpose of obtaining payment of any outstanding monies

The User hereby consents to the use of SRC of the User's information for the purpose set out above.

12.0 LIABILITY

12.1 SRC will not be liable for any Event of Default except to the extent set out in this Clause 12.

12.2 SRC shall have unlimited liability to the User for death or personal injury resulting from SRC's negligence.

12.3 SRC shall be liable for direct damage to the tangible property of the User resulting from SRC's negligence up to a maximum limit of £50,000 for each claim. If more than one Events of Default cause substantially the same loss they shall be regarded as giving rise to one claim only under the Agreement.

12.4 SRC shall not be liable for loss of profits, goodwill or any type of special, indirect or consequential loss however caused (including loss or damage incurred by the User as a result of legal action brought by a third party) resulting from an Event of Default, even if the loss or damage was reasonably foreseeable or SRC was aware of the possibility of the loss or damage occurring. This shall not, however, apply to SRC's liability for death or personal injury resulting from SRC's negligence.

12.5 The User agrees to give SRC at least 30 days to remedy an Event of Default after SRC has been notified of it.

12.6 Nothing in this Clause 12 gives the User any rights or remedies to which he would not otherwise be entitled.

12.7 The liability of SRC in respect of the Tag's correspondence with description, quality or fitness for purpose shall not be excluded or restricted by these terms and conditions. Nor shall these terms and conditions affect the statutory rights of the consumer where the User is dealing as a consumer.

12.8 Unless expressly set out in the Agreement, all conditions, warranties, representations and undertakings, whether they are express or implied and whether or not they are statutory are excluded from the Agreement.

13.0 WAIVER

13.1 The User shall be no waiver of any Terms or Conditions unless such waiver is evidenced in writing and signed by the waiving party.

13.2 No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or any other right power or privilege.

13.3 The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided by law.

14.0 ENTIRE TERMS AND CONDITIONS

The Terms and Conditions set out herein (together with any documents referred to herein) constitute all the Terms and Conditions of the Agreement. The User acknowledges that he has not relied upon any representation save for any set out herein (or any document referred to herein).

15.0 GOVERNING LAW

The Interpretation of the Agreement shall be governed and construed in accordance with the law of England.

16.0 FORCE MAJEURE

If the use of the Tag or the Equipment is prevented or hindered by any matter beyond the control of SRC including but not limited to acts of God, acts of Government, strikes, lock outs, fire, lightning, aircraft, explosion, flooding, droughts, riots, civil commotion, acts of war, malicious mischief or theft then the performance of the Agreement shall be suspended until such prevention or hindrance comes to an end.

17.0 CHARGES

SRC reserves the right to levy charges for administering the User's Account at the rate of £10 + VAT per request for duplicate or previous statements and a standard charge of £25 + VAT for the following services:

Placing a stop on a Tag at the Users request

Re posting confiscated Tags due to negative balance accounts

Tag misuse

Handling dishonored cheques

Handling dishonored direct debit payments

In establishing a new address for the User, if the User fails to notify SRC of any change of address

In ensuring that any balance outstanding on the Account is paid when due

18.0 RIGHTS

Any rights granted to a third party under the Contracts (Rights of Third Parties Act 1999), are hereby excluded.

Severn River Crossing Plc,
Toll Administration Building,
Bridge Access Road,
Aust,
Bristol BS35 4BE

Tel: 01 454 633522
Fax: 01 454 633763
Email: tag@severnbridge.co.uk

July 03