

TAG Account

Terms & Conditions

1. Our agreement

1. These conditions apply to your application for and use of a Tag account and are the sole agreement between us. These conditions supersede any Terms & Conditions which previously governed any agreement between us.
2. Midland Expressway Limited (MEL) must receive the initial payment for your account before your application can be accepted. Once your initial payment has been received MEL will confirm that your application has been accepted by sending a letter to you at the address you provide in your application. Our acceptance of your application constitutes a legally binding agreement between us on these conditions.
3. For the avoidance of doubt, persons eligible for an exemption from the payment of a Toll are not entitled to the exemption when using a Tag.

2. Definitions and interpretation

1. The following words and expressions shall have the following meanings:-“Acceptance” means acceptance by MEL of your application to open a Tag account (if you purchased a Quick Start Tag) or to receive a Tag and open a Tag account (if you are a new customer), in accordance with Clause 1.2; “Electronic Statement” means the on-line statement of your Tag account, which can be accessed using your Tag Account Details at the MEL Web Site; “Equipment” means all equipment used by MEL to operate the automatic vehicle identification system other than the Tag; “Event of Default” means any act or omission on the part of MEL falling within Clause 14.1; “M6 Toll” means the M6 Toll motorway operated and maintained by MEL; “MEL” means Midland Expressway Limited a company incorporated in England with registered number 2309767 (including its successors and assigns) or, where appropriate, persons authorised by such company; “MEL Address” means Operations Centre, Express Way, Weeford, Lichfield, Staffordshire, WS14 0PQ; “MEL E-mail” means the MEL e-mail address, “MEL Fax” means the MEL facsimile number, 01543 267001; “Method of Payment” means a payment made by MasterCard, Visa, or such other methods of payment as MEL may accept from time to time; “Privacy Policy” means MEL’s policy governing the provision, use and protection of the information provided by you. A copy can be found above, as well as on the M6 Toll web site; “Tag” means the transponder to be affixed to your vehicle to operate the electronic toll collection system according to these conditions; “Tag Account Details” means your personal Tag account login name and password; “Tag Administration Charge” means the minimal monthly charge payable by Tag holders, in respect of the costs of the administration of the Tag account and the individual Tag lease fee, currently charged at £1 per month; “Tag Credit” means the pre-paid amount, which can be used to pay the Tolls levied on the M6 Toll; “Quick Start Tag” means the off-the-shelf MEL product containing a Tag with Toll credit; “Tag User Guide” means the user manual provided with your Tag including instructions for installation and a guide to using the Tag. “Tolls” means the tolls leviable by MEL under the terms of the New Roads and Street Works Act 1991 which rates are set out on the Web Site or are available on request and include any and all relevant taxes and duties; “Toll Class” means the different classes of vehicles a list of which is set out on the Web Site; “us” means MEL and you together; “Web Site” means MEL’s web site on the World Wide Web at URL 142.93.39.117 or such other URL as MEL may use from time to time; and “you” and “your” means the person applying for or issued with the Tag by MEL under these conditions.
2. Reference to statutes or statutory provisions or rules include references to any orders, regulations or bye-laws made thereunder and references to any statute, statutory provision or rules or orders or regulations made thereunder include that statute, statutory provision, rules order or regulation as amended, modified, re-enacted or replaced from time to time.

3. Withdrawal by you from the contract

1. The terms of this Clause 3 shall apply to you only where you are dealing as a consumer (as such term is defined in Section 12 of the Unfair Contract Terms Act 1977) and are making an application for a Tag.
2. Subject to Clause 3.6, you may withdraw your application for the Tag account at any time up to the end of the eighth working day after Acceptance even if you have already received the Tag or own a Tag from a Quick Start Tag. You do not need to give MEL any reason for withdrawing your application nor will you have to pay any penalty.
3. To withdraw your application you must notify MEL in writing at the MEL Address.
4. If you are a new customer and you have received the Tag before you withdraw your application you must send it back to the MEL Address at your own cost and risk. If you withdraw your application but MEL has already processed the Tag for delivery you must not unpack the Tag when it is received by you and you must send the Tag back to MEL at the MEL Address at your own cost and risk as soon as possible.
5. Once you have notified MEL that you are withdrawing your application, any sum held by MEL to your credit shall be refunded to you as soon as possible and in any event within 30 days of your application PROVIDED THAT the Tag is returned by you and received by MEL in the condition it was in when delivered to you. If you do not return the Tag delivered to you in the condition it was in when delivered to you or when you purchased your Quick Start Tag, or you do not pay the costs of delivery, MEL shall be entitled to deduct the direct costs of recovering the Tag from any amount to be refunded to you.
6. You should be aware that once you use the Tag in any way, including, without limitation, on the M6 Toll, unless we agree otherwise, you will no longer have the right under Clause 3.2 to withdraw your application within eight days of Acceptance.

4. Provision and use of tag

1. MEL will deliver the Tag ordered by you (being a new customer) to the address given on your application form as soon as possible after your application is accepted and in any event within 30 days of Acceptance. Delivery shall be free of charge.
2. If you purchased a Quick Start Tag and you successfully apply for a Tag account MEL shall credit your Tag account with an amount relevant to the offer at the time plus any outstanding Tag Credit which remains on your Tag.
3. Both new Tag customers and existing Tag in a Box customers shall:- (a) install the Tag on the vehicle as directed by MEL in the Tag User Guide; (b) not sell, dispose of, damage or tamper with the Tag or use the Tag fraudulently or illegally; (c) exercise all possible care to ensure the Tag is not lost, stolen or misused; (d) give MEL all information in your possession regarding any loss, theft or misuse of the Tag and take all steps MEL consider necessary to assist in the Tag's recovery; and (e) not use the Tag otherwise than in accordance with these conditions.
4. While MEL endeavours to hold sufficient Tags to meet all applications, if MEL has insufficient stock to deliver a Tag ordered by you, it will refund to you funds held to your credit as soon as possible and in any event within 30 days of Acceptance. MEL will not be liable to you for any or any additional compensation by reason that it is unable to supply you with a Tag.
5. Certain vehicles are equipped with metallic, also known as "re-radiating", windscreens. Instructions for the installation of a Tag in a vehicle with this type of windscreen are contained in the Tag User Guide. MEL will not be responsible for the operation of a Tag if it is not correctly fitted.
6. If a vehicle is used with or without a trailer and thus the declared Toll Class is modified, MEL will charge the corresponding Toll.
7. In the case of a technical problem which prevents the automatic recognition of the Tag, MEL reserves the right to charge the relevant Toll based on the registration number of the vehicle.
8. MEL reserves the right to suspend the use of a tag that is not fixed in accordance with the Tag User Guide.

5. Notification of fault, loss, theft or misuse

1. If the Tag is faulty, lost, stolen or is otherwise in any way liable to misuse, you must immediately notify MEL by telephone on 0330 660 0790 (lines open office hours) or by the MEL Fax or by the MEL E-mail and such notification must be confirmed in writing in accordance with Clause 10.3. Until MEL receives such confirmed notification you will remain liable for any use of the Tag.
2. Once the Tag is notified faulty, lost, stolen or liable to misuse you shall make no further use of the Tag. If the Tag is retrieved, the provisions of Clause 8 apply.
3. MEL reserves the right to charge an administration fee for the replacement of a Tag which has been lost or mislaid.
4. If you discover that a Tag has been ordered or money has been credited to your Tag account by someone using your credit card who is not authorised to do so, MEL will refund to you the money it receives provided that: (a) you inform your credit card company and MEL of the unauthorised order or credit as soon as you discover it; and (b) you co-operate with your credit card company, MEL and, if necessary, the police in relation to the unauthorised use.

6. Collection of tolls

1. Upon application to MEL for an account, you must:- (a) indicate your proposed Method of Payment; and (b) provide requested details relevant to your proposed Method of Payment.
2. You authorise MEL to replenish your account with the amount specified by you, appropriate to your vehicle class through your Method of Payment, when the credit in your account falls to the value of 3 journeys or less.
3. MEL shall be entitled to deduct Tolls, the Tag Administration Charge and other charges and sums due to it pursuant to these conditions from the funds received from you from time to time, as they are incurred.
4. Tag users shall be eligible to receive such discounts to the Tolls as the Company may determine from time to time, in the form of a monthly credit to their account. Details of the discounts will be available on request and on the MEL Web Site.
5. MEL shall make available to you on the MEL Web Site an Electronic Statement showing the amounts received from you, the amount of Tolls, charges and other sums charged by MEL and such other information as MEL deems appropriate to indicate the entries that have been made on your Tag account. The Electronic Statement, which is updated every working day, can be accessed on the MEL Web Site using your Tag Account Details.
6. At your written request (such notification to be confirmed in writing in accordance with Clause 10.3), MEL shall, for a small administrative fee, provide you with a hard copy of the Electronic Statement at the address you last notified to MEL.
7. You:- (a) must ensure MEL is made aware of any changes to your credit or debit card details to enable MEL to maintain your account in credit. Usage of the tag with insufficient credit will lead to your account being suspended and recovery of your Tag. A charge to cover the administrative costs of recovering the tag and outstanding debt will be applicable; (b) acknowledge the Tolls may be subject to increase by MEL in accordance with Clause 11; (c) shall immediately notify MEL if you do not intend to continue making payments on your account; (d) are not entitled to interest on any sums you pay; and (e) must notify MEL of any change in your name, address or registered office and vehicle registration number.
8. MEL acknowledges that if, on receipt of the statement referred to in Clause 6.5 or Clause 6.6, and subject to Clause 6.7(a), more than twice the top up amount paid by you to MEL is held by MEL to your credit, you shall be entitled to notify MEL that you wish to receive by cheque a refund equal to the difference between the amount held to your credit and your top up payment.

7. Termination

1. MEL may terminate this agreement at any time by notice if you:- (a) (i) provided MEL with a completed direct debit mandate, and have cancelled your direct debit mandate for whatever reason; or (ii) confirmed that you would make payments by any Method of Payment and MEL's request for funds is not accepted or you notify or it becomes apparent to MEL that you do not intend to continue making payments by any Method of Payment; (b) have in the opinion of MEL made fraudulent or any other unauthorised or illegal use of the Tag or other use not in accordance with these conditions; (c) become bankrupt or are otherwise unable to pay your debts as they fall due or, as appropriate, an encumbrancer lawfully takes possession (and does not relinquish possession within thirty days) or an administrative receiver or receivers are validly appointed in respect of your assets or an administration order is made or an order or an effective resolution is passed for winding-up; or (d) are in breach of any of these conditions if such breach is incapable of remedy or, if capable of remedy, such default continues unremedied for 30 days after notice of it has been given by MEL to you.
2. Either party may terminate this agreement on one month's written notice to the other party in accordance with Clause 10.
3. Unless the Secretary of State for Transport takes an assignment or otherwise accepts the benefit and burden of MEL of this agreement between us, it will automatically terminate when the contract between the Secretary of State for Transport and MEL, created pursuant to the terms of the New Roads and Street Works Act 1991, comes to an end. MEL shall notify you of this.
4. Immediately upon termination of this agreement:- (a) you will return the Tag to MEL; (b) and within 28 days of termination, MEL shall prepare and submit a statement showing the total amount received from you, the total amount of Tolls, charges or other sums deducted by MEL and such other information MEL deems appropriate to indicate the entries that have been made on your account since the last statement was issued to you; and (c) if the said statement indicates that MEL holds funds to your credit, MEL shall, at the same time as forwarding the statement, refund to the debit/credit card held on the Tag account, if considered still valid or send a cheque made payable to you for the sum equivalent to the funds so held.
5. Any termination of this agreement is without prejudice to any accrued rights or remedies.

8. Return of tag

1. The Tag is the property of MEL. The Tag must be returned to MEL by post or delivered to MEL if:- (a) MEL notifies you it intends to replace the Tag; (b) under Clause 5 the Tag is notified lost, stolen or liable to be misused and it is then retrieved, or is notified faulty; and (c) this agreement is terminated under Clause 7.

2. MEL will charge you for the Tag if it is returned damaged or tampered with or is not returned to MEL within twenty-eight days of:- (a) in the case of Clause 8.1(a), MEL notifying you; (b) in the case of Clause 8.1(b), you notifying MEL; (c) in the case of Clause 8.1(c), the date of termination, such charge to be reflective of current Tag unit cost and administrative expenses plus VAT and may be deducted from funds received from you from time to time. Details of the current charge will be available on request and on the MEL Web Site.

9. Compliance

You shall comply with any instructions for use of the Tag issued by MEL from time to time and with all applicable regulations and legislation.

10. Communication

1. Where either party is required to notify the other or otherwise wishes to communicate with the other party such notice or communication may be served by posting by first class post, delivering or sending it by fax or by e-mail, in the case of MEL, to the MEL Address, the MEL Fax or the MEL E-mail or, in your case, to the address last notified to MEL.
2. Such notice or other communication shall be deemed duly served forty-eight hours after posting, or upon transmission if it was sent by fax or by e-mail.
3. If notification is by telephone or in person it will only be effective if confirmed by notice served in accordance with this Clause 10 within seven days.
4. You will notify MEL of any amendments to your personal details and ensure that these are kept up to date either by contacting MEL direct, in accordance with this Clause 10, or by using your Tag Account Details to access and update your personal details yourself on-line at the MEL Web Site.

11. Changes to conditions and tolls

1. These conditions may be changed by MEL at any time and any such change will be notified to you as soon as possible.
2. MEL reserves the right to revise the Tolls and/or Tag Administration Charge at any time. Any proposed increases will be published on the Web Site not less than one month in advance. Your right to terminate this agreement shall then apply, as set out in Clause 7.2.

12. Assignment

MEL shall be, but you shall not be, entitled to assign transfer, charge, declare a trust over or otherwise deal with this agreement or the rights, benefits and burdens hereunder.

13. Privacy policy and data protection consent

1. We and you both acknowledge and agree to be bound by the terms of the MEL Privacy Policy.
2. By submitting your application for a Tag you give your unconditional consent to the use of your information in such application as set out in the MEL Privacy Policy. Where in any case you provide information about individuals other than yourself you warrant that you have obtained that person's consent to the use of such information.

14. Liability

1. The following provisions set out MEL's entire liability to you under this agreement in respect of:- (a) any breach of its contractual obligations; and (b) any representation, statement or tortious act or omission including negligence.
AND YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 14
2. MEL's liability to you for death or personal injury resulting from MEL's negligence shall not be limited.
3. Subject to the limit set out in Clause 14.4, MEL shall accept liability to you in respect of direct damage to your tangible property resulting from the negligence of MEL.
4. Subject to the provisions of Clause 14.2, MEL's entire liability shall be limited to damages of an amount equal to £50,000 in the case of an Event of Default falling within Clause 14.3.
5. Subject to Clauses 14.2 and 14.3, MEL shall not be liable to you in respect of any Event of Default for direct loss including, without limitation, loss of profits or goodwill or for any type of special, indirect or consequential loss however caused (including, without limitation, loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or in the contemplation of MEL or if MEL had been advised of the possibility of you incurring it.
6. If a number of Events of Default give rise substantially to the same loss they shall be regarded as giving rise to only one claim under this agreement.
7. You shall afford MEL not less than 30 days in which to remedy any Event of Default.

8. Except in the case of an Event of Default arising under Clause 14.2, MEL shall have no liability to you in respect of any Event of Default unless you have served notice of it upon MEL within 12 months of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
9. Nothing in this Clause 14 shall confer any right or remedy upon you to which you would not otherwise be legally entitled.
10. Where you are dealing as a consumer (as such term is defined in Section 12 of the Unfair Contract Terms Act 1977), MEL's liability in respect of the Tag's correspondence with title, description, quality or fitness for purpose shall not be excluded or restricted by these conditions.
11. Except as expressly stated herein, all conditions, warranties, representations and/or undertakings, express or implied, statutory or otherwise are excluded.
12. All orders for Tags are subject to availability and MEL reserves the right to refuse to supply to any individual or company for whatever reason.

15. Invalidity

If any part of these conditions is unenforceable (including any provision in which MEL excludes its liability to you) the enforceability of any other part of these conditions will not be affected.

16. Entire agreement

These conditions (together with any documents referred to in them) constitute all the terms of this agreement. These conditions cannot be varied or waived except in writing signed by a director of MEL. In particular nothing said by any sales person on behalf of MEL should be understood as a variation of these conditions or as an authorised representation about the nature or quality of the Tag or the service MEL offers. MEL shall have no liability for any such representation being untrue or misleading. You acknowledge that you have not relied upon any representation save for any set out above (or in any document referred to).

17. Third party rights

Except for affiliates, directors, employees or representatives of MEL, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. Force majeure

If delivery and use of the Tag is prevented or hindered by any matter beyond the control of MEL including but not limited to acts of God, acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft then the performance of this agreement shall be suspended until such prevention or hindrance comes to an end.

19. Governing law

This agreement shall be governed by and interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction to resolve any disputes between us.