1. Definitions
   1. “**We**”, “**Us**”, “**Our**” refers to Consent Denied Ltd, a company incorporated in England under company number 16296684, registered office address at The Old Stables, Brynmelyn, Hay-on-Wye, Hereford, UK, HR3 5RQ.
   2. “**Subscriber**” refers to individuals or entities subscribing to Our services and “Core Subscriber” and “Enhanced Subscriber” means a Subscriber to Our Core and Enhanced Subscription accordingly.
   3. “**Core Subscription**” means Our £5 for one year subscription service.
   4. “**Enhanced Subscription**” means Our £30 for two year subscription service.
   5. “**Subscription Period**” means the one or two year period of validity, as the case may be, of a Subscriber’s Subscription.
   6. “**Parking Operators**” means British Parking Association Approved Operators and International Parking Community Accredited Operators as published on those respective organisation’s websites from time to time.
   7. “**Vehicle Details**” means the make, model, colour and vehicle registration mark of a Subscriber’s vehicle or (in the case of Enhanced Subscribers) vehicles.
   8. “**Legal Fighting Fund Trust**” (“the Trust”) means the Trust specified in clause 4.
   9. “**Trust Deed**” refers to the foundational document of the Legal Fighting Fund Trust that can be found here.
   10. "**Intellectual Property Rights**" means any and all present and future, patents, inventions, know-how, trade secrets, business model, service methodology and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
2. Service Overview
   1. We provide a service to motorists in the United Kingdom whereby We send emails, on their behalf, to Parking Operators across the UK. These emails advise Parking Operators that the Subscriber does not consent, under any circumstances, to any purported parking contract detailed on signage, in any car park managed by the Parking Operator; and, proposes a replacement contract, incorporating all the terms and conditions set out on the Parking Operator’s signage at that car park., with the exception of any penalty or parking charge, or excess charge in excess of £20.
   2. Enhanced Subscribers receive additional services, including legal advice, template and bespoke legal correspondence and contributions to dispute legal costs in certain circumstances. (See clause 4).
3. Subscription Levels
   1. Core Subscription (£5 per year):
      1. On subscribing, one-off email sent to Parking Operators for whom an email address is publicly available;
      2. On approval or accreditation of new Parking Operators, during the Subscription Period, one-off email sent to such new Parking Operators;
      3. On Subscriber updating their name; address; or Vehicle Details, during the Subscription Period, a further one-off email sent to all Parking Operators.
      4. Email notification to Subscriber of the communications sent on their behalf and the names and addresses of any Parking Operators not successfully emailed.
   2. Enhanced Subscription (£30 per two years):
      1. All services as applicable to Core Subscription; plus
      2. The ability to register an unlimited number of vehicles;
      3. Access to legal advice and bespoke and template legal correspondence for the Subscriber to send to Parking Operators in the case of a parking or excess charge or penalty in excess of £20 being pursued by a Parking Operator against the Subscriber;
      4. £10 paid into the Legal Fighting Fund Trust.
4. Legal Fighting Fund Trust
   1. £10 of each Enhanced Subscription fee will be paid into the Legal Fighting Fund Trust.
   2. Funds in the Trust will be for the exclusive purpose of pursuing litigation in the High Court or Court of Appeal of England and Wales; the High Court or Court of Appeal of Norther Ireland, the Inner and Outer Courts of Session in Scotland and the Supreme Court of the UK that involving charges and damages relating to parking in car parks on private land in the UK, for the benefit both individually and collectively of Our Subscribers.
   3. Decisions relating to expenditures will be made by the trustees in accordance with the Trust Deed.
   4. No guarantee, warranty or other commitment is made with regard to the availability of any or complete funding by the Trust, nor with regard to the outcome of any litigation entered into.
5. Website Availability
   1. We strive to maintain continuous availability of Our website; however, We do not guarantee uninterrupted access.
   2. We exclude liability for any loss or damage arising from temporary or permanent unavailability of Our website.
6. No Right to Cancel
   1. Acknowledgement of Immediate Performance
      1. By completing your purchase, you expressly agree that the service will begin immediately upon confirmation of payment.
      2. You acknowledge that the core aspect of the service - the transmission of emails to Parking Operators on your behalf - will be executed immediately after your Subscription is processed.
      3. You further acknowledge, if you are subscribing to Our Enhanced Subscription that this Subscription is offered as a single, indivisible service that includes immediate and deferred elements and that by purchasing the Enhanced Subscription, you acknowledge that the primary aspect of the service (email communication) will be fully performed immediately upon payment.
   2. Loss of Statutory Right to Cancel
      1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you understand and accept that you lose the statutory 14-day cooling-off period for cancellation once the service has been performed or, in the case of the Enhanced Subscription that the indivisible service has begun.
      2. As Our service is digital in nature and performed immediately, the cancellation rights do not apply under Regulation 36(1)(a) of the aforementioned Regulations.
   3. No Refund Policy
      1. In light of the immediate execution of Our service, We do not provide refunds once your subscription has been processed and payment is confirmed.
      2. This no-refund policy applies to all subscription types, including Core Subscriptions and Enhanced Subscriptions.
   4. Transparency and Consent
      1. Before completing your purchase, you are provided with a clear explanation of your rights and the terms of this agreement, which include the waiver of the statutory cancellation right.
      2. By proceeding with the subscription, you confirm that you have reviewed and understood these terms and conditions.
7. Our Right to Vary Terms
   1. We reserve the right to modify these terms at any time.
   2. Substantial changes will be communicated to Subscribers via email and published on Our website.
8. Termination of Subscription by Us.
   1. We reserve the right to terminate a subscription immediately in the event of clear abuse of the service.
   2. Abuse includes, but is not limited to, misuse of services, providing false or misleading information, or engaging in illegal activity.
9. Intellectual Property Rights
   1. The content of this website, as well as the business model and service methodology it represents, are proprietary to Consent Denied Ltd.
   2. Visitors and Subscribers are prohibited from copying, reproducing, or disseminating any part of Our business model, website content, or service methodology without Our prior written consent.
   3. As a Subscriber, you acknowledge and agree that nothing in these Terms & Conditions or in an Order shall be construed so as to transfer any Intellectual Property Rights in Our Service to you.
10. Events Outside Our Control
    1. We are not liable for delays or failure to perform any obligations under these terms caused by events outside Our reasonable control, including, but not limited to, acts of God, cyberattacks, or changes in applicable law.
11. Communications
    1. All communications sent to Us must be done so through Our online contact form here, or in writing to Our registered address.
    2. Communications to Subscribers will be sent by email to the address provided during subscription. Subscribers are responsible for keeping their contact information updated.
12. Third Party Rights
    1. These terms are enforceable only by the parties to the agreement (Us and the Subscriber). No third party has any rights under these terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
13. Transfer
    1. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
    2. We may transfer Our rights and obligations under these Terms in whole or in part at any time to any third party (a "New Service Provider") without your consent in accordance with clause13.3 below.
    3. We shall only transfer Our rights and obligations to a New Service Provider provided that it does not materially affect your rights or enjoyment of the Service and, in the event that We transfer Our rights and obligations to a New Service Provider:
    4. We shall give you advance written notice of such transfer;
    5. the Terms shall remain in full force and effect as if you had entered into the Subscription with the New Service Provider as opposed to Us; and
    6. all your rights arising from these Terms shall be enforceable against the New Service Provider.
14. Severability
    1. Each clause in these terms operates separately. If any clause is found to be unlawful, unenforceable, or invalid, the remaining provisions will remain in full force and effect.
15. No Waiver
    1. Failure to enforce any provision of these terms does not constitute a waiver of Our rights. Any waiver must be provided expressly in writing. Any waiver so provided shall not be taken as to apply to any future default by you.
16. Agency
    1. By subscribing, you grant Us the authority to act as your agent in sending emails to Parking Operators on your behalf.
17. Limitations and Exclusion of Liability
    1. Whilst We are confident in the legal basis for the denial of consent (and counter-offer) that Our service is based on; and We will use Our best endeavours to prove Our legal arguments in court if necessary, We are unable to guarantee against, and exclude liability for, the enforcement of excess charges and parking charges imposed greater the sum of £20 along with any contractual or other legal costs incurred.
    2. We further exclude liability for any loss or damage resulting from reliance on Our legal advice or overall service.
    3. By completing your purchase, you expressly acknowledge and accept the inherent uncertainties of litigation outcomes.
18. Legal Advice and Correspondence
    1. Enhanced Subscribers will be entitled to legal advice and correspondence in their defending of claims arising from parking events that occurred during their Subscription Period.
    2. We provide advice within the scope of regulatory limitations as published on Our website. At such time that an Enhanced Subscriber requires legal support, the name of the providing lawyer will be provided along with a clear explanation of the regulatory rules that apply to that particular lawyer.
19. Subscription and Renewal
    1. Subscriptions are non-cancellable and non-refundable, except as required by law.
    2. Whilst you will be offered the chance to renew your Subscription as the end of your Subscription Period approaches, no Subscription will ever automatically renew unless you have actively chosen the auto-renew option.
20. Consumer Rights
    1. These Terms & Conditions are fully in compliance with the Consumer Rights Act 2015.
    2. Nothing in these Terms & Conditions excludes or limits your statutory rights.
21. Dispute Resolution
    1. Subscribers agree to first attempt to resolve any disputes by contacting Us in accordance with Our Complaints Policy which can be found here.
    2. If any dispute arises in connection with Our services, which has not been resolved, within 56 days of commencement of a complaint in accordance with Our Complaints Policy, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 21 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (‘ADR Notice’) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 42 days after the date of the ADR Notice.
    3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
    4. If the matter has not been resolved by mediation within 60 days of the initiation of that procedure, or if any party will not participate in any mediation procedure, the dispute may be referred to a single arbitrator by any party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator and for any decision on rules that may be necessary.
    5. In the absence of a settlement through mediation or arbitration, disputes will be resolved through the courts of England and Wales.
22. Governing Law and Jurisdiction
    1. These Terms & Conditions are governed by the law of England and Wales.
    2. Any disputes that arise will, subject to clause 21, (Dispute Resolution) be subject to the exclusive jurisdiction of the courts of England and Wales.
23. Miscellaneous
    1. Our Privacy and Complaints Policies are available on Our website.