

Terms and Conditions for Airport Parking at Gatwick and Heathrow

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION. PLEASE READ THEM CAREFULLY.

These terms and conditions apply to all car park bookings made at Q-Park car parks located at:

- Gatwick, Charlwood Road, Lowfield Heath, Crawley, RH11 0QB
- Bath Road, Heathrow, Middlesex, TW6 2AL.

Your booking is accepted at the car park facilities above on the understanding that you have read and agreed to these Terms and Conditions.

Definitions used in these Terms and Conditions are set out in clause 20.

1. General

- a. The car park has a height restriction of 2.1 meters. We do not accept any Vehicles which exceed this height
- b. We do not accept commercial vehicles of any variant, medium panelled or windowed vans such as a VW Transporter, VW Caddy, Ford Transit, large panelled or windowed vans such as a Mercedes Sprinter, VW Crafter, Renault Master, Ford Transit or long wheel based vehicles of any description and all types of mini buses
- c. We do not accept motorbikes, trailers or HGVs.
- d. No vehicle will be accepted into the car park if it is being towed or arrives on a breakdown vehicle.
- e. Your vehicle will be insured by us whilst it is being driven by one of our representatives only. Please refer to sections 13 and 14 for further information
- f. You should familiarise yourself with the location of the car park you have booked as some satellite navigation systems incorrectly navigate to a different location and signage may be limited due to external restrictions on signage.
- g. If for any reason you arrive early, we reserve the right to charge the daily gate rate for the car park until your booking is due to start. The gate rate will be available on request from reception
- h. You must notify reception immediately if you arrive in a different vehicle to the one on your booking confirmation
- i. You must check in at reception before boarding a transfer bus to the airport
- j. We cannot charge electric vehicles for you, and you are responsible for ensuring that your vehicle has sufficient charge for when you return

2. Our responsibility

- a. We shall provide a space for your Vehicle during the Parking Period in the Car Park stated on your booking confirmation or its Ancillary Car Park. We will arrange for your vehicle to be parked in the allocated space by one of our representatives as soon as possible after your arrival.
- b. Regarding a change in travel plans or a flight cancellation we may be able to change your booking for a small administration fee. Our reception team will be able to advise on availability and price. If we are unable to assist you with your travel plans we will refer you to your booking agent for their assistance.
- c. **Whilst we make every effort to make the car parks safe, secure and suitable for the parking of your vehicle, we can give no warranty or guarantee as to the security of your vehicle, its contents or your belongings or personal safety. Accordingly, use of the car park is at your own risk.**

3. Responsibilities of the Customer (You)

- a. On arrival into the Car Park, you should park in the designated arrivals area (or in such other place as any of Our Representatives advises you to park). Please follow our instructions and report to reception
- b. You confirm that the vehicle is in a roadworthy condition i.e. that the vehicle is in suitable operating condition for driving on the public highway in accordance with all applicable laws, regulations, policies guidelines and codes which apply to the driving of such vehicles (including that the tyres meet any standards required by law) and that the vehicle is taxed and holds a current MOT (if applicable). We reserve the right to refuse to accept a vehicle into our car park if it appears not to meet these requirements. You will accept full liability for any losses or cost incurred by us if this statement is found to be incorrect. These may include recovery costs or damage caused as a direct result of the condition of your vehicle
- c. You must leave the starting key and any immobiliser with our representative in the designated reception area at the Car Park You have booked. You must remove all house keys and other valuable items from your key ring. We will not accept liability for the loss of any other items left on your key ring.
- d. Failure to leave the starter key and any immobiliser for the vehicle with us as set out in clause (c) before leaving the Car Park may result in the Vehicle being moved to another area of the site by any means available to us; we cannot accept liability for any loss or damage that may arise as a result
- e. You must not attach any manual security systems to your vehicle as this will prevent our representative from moving your vehicle to its allocated parking space. You must inform us of any immobilisers, security

features or any modifications to the vehicle and of any special assistance requirements that could affect the handling or operation of the vehicle so our representatives can move it safely for you.

- f. You must ensure that you apply your handbrake properly, you do not leave any animal or person within your vehicle, all possessions are removed from the vehicle, the vehicle does not contain any dangerous, toxic or illegal substances, all windows of your vehicle are securely closed and all interior lights and electrical equipment have been switched off. We will not be responsible for any damage or loss as a result of you not complying with this provision. We will report to the police any vehicle found to contain any dangerous, toxic or illegal substances.

4. Your permissions and obligations in relation to moving your Vehicle

- a. Your Vehicle will be parked in a suitable space in one of our car parks. You agree to our representatives driving your vehicle within and between the car park you have booked into including on the public highways. In rare cases it may be necessary to use an ancillary car park which will be located within a reasonable distance (not being more than seven miles in total)
- b. If the statement given by you in clause 3b is not correct and our representative drives your vehicle in accordance with the permission given by you in clause 4a, you will be guilty of offences under Road Traffic and Vehicle Licencing legislation and your insurance policy and our insurance policies may be invalidated.

5. Return to the car park

- a. You must produce the receipt provided to you when you return to the car park to reclaim Your Vehicle. If You have lost your receipt, we will require proof of identity and ownership before we can release the vehicle. We may make any other enquiries to ensure that the Vehicle belongs to you. Loss of your receipt will result in delays in your exit from the car park and we will not be liable for the delay.
- b. If you realise that your receipt has been lost or stolen; you must email the car park immediately. You should inform us not to release your vehicle on production of the receipt but by other means, to be agreed. We will not accept liability for the release of your vehicle to a third party who produces the receipt for the vehicle in circumstances where we have not been informed by email in advance.
- c. We may refuse to return your keys to you if we believe that you are not fit to drive or that the vehicle is not in a legal or roadworthy state. On occasions such as this we will contact the police.
- d. We do not allow your car to be collected by anyone else unless prior arrangements have been made and the request has been made in writing by the vehicle owner. We reserve the right to decline requests.

6. Change to driving position / mirrors

- a. We may need to make minor alterations to your driving position or mirrors in order to move your car safely. It is your responsibility to check your vehicle on your return and before starting your engine

7. Early returns

- a. You must give us at least six hours' notice if you plan to return to the vehicle earlier than the end of your parking period. We will not be responsible for any delay to your departure if we have not been contacted with the required notice

8. Overstays

- a. If for any reason you overstay at the car park (e.g., because of delayed or cancelled flights), you will be liable for an overstay charge. This charge will be made at the daily gate rate which will fluctuate due to the time of year and space availability. The rate can be seen at the entry to the car park or by calling / asking our reception team.
- b. In the event that a Vehicle is not collected within four months of the end of the parking period we reserve the right to treat the vehicle as abandoned. We will contact you twice via your booking agent and seek to resolve the issue as amicably as possible. If we fail to reach agreement with you or you do not respond to our attempts to contact you we reserve the right to arrange for your vehicle to be scrapped. You will be liable for any costs incurred by us

9. Vehicle not starting

- a. If at the end of the Parking Period the Vehicle will not start, we may move the vehicle to another location. You also agree to us jump starting your vehicle on one occasion in your absence.
- b. If you ask and accept the risk, one of our representatives will make one attempt to start your vehicle using an anti-surge starter pack. If you still need help to start your vehicle, you will need to contact a breakdown company at your own cost. You must arrange for it to be removed from the car park location within 24 hours of the end of your booking. After this time, we will charge you the daily gate rate charge. This charge will be made at the daily gate rate which will fluctuate due to the time of year and space availability.

10. General Safety Regulations

- a. You must drive slowly and carefully when transiting through the car park and follow the directional arrows.
- b. You must only access the carpark for the purposes of dropping off and collecting your vehicle and must not enter any areas marked as no access or private. Children should be with an adult at all times

11. Transportation to and from the Airport Terminals

- a. We run a frequent bus service between our car parks and the allocated bus stop at each of the Airport Terminals. We do not run a bus service to terminal 4 at Heathrow Airport. It is your responsibility to ensure you board the correct bus in good time. We recommend You board the bus at least an hour prior to the earliest check-in time for your flight. We accept no responsibility if you miss your flight, or your airline check-in has closed. It is your responsibility to familiarise yourself with the distance between the allocated bus stop and the terminal building.
- b. The maximum numbers of customers allowed on each bus is clearly displayed. You must not enter the bus if there are no seats or standing places available.
- c. All children under the age of eight must be seated with an adult.
- d. No animals are to be brought on the bus unless we provide our prior agreement in writing and the driver of the bus agrees. This does not apply to guide dogs and assistance dogs.
- e. You must follow all instructions given by the driver.
- f. The driver may ask passenger to leave the bus or prevent them from boarding the bus if they "reasonably" believe the person to represent a danger to the vehicle or any other passengers. in this case you will need to make your own arrangements for travel to the terminal
- g. No luggage is to be left in the aisles at any time and the driver may refuse to commence the journey until items are removed.
- h. We recommend that large items such as push bike boxes, surf boards etc. are dropped off at the terminal prior to your arrival at the car park. Such items will only be allowed onto the bus if there is adequate space for them to be transported safely and securely. We accept no responsibility for delays in your transfer whilst you wait for a bus with sufficient space
- i. The driver is not under any obligation to help passengers load their luggage onto the bus but may, at their discretion, do so should you request assistance
- j. No food or drink is to be consumed on the bus at any time.
- k. We do not accept any responsibility for the increased duration of transfer times from a car park to the Airport Terminal as a result of factors outside of our control, including but not exclusively, accidents, road works, adverse weather conditions or higher volumes of traffic than usual.

12. Damage to vehicle – Your responsibility

- a. You must inspect your vehicle and its operation before leaving the car park. You will be required to report any damage to the Duty Manager at the car park and complete a Customer Service report form detailing your concerns.
- b. We will not be liable for any claims for damage to vehicles made after the vehicle has left the car park as we are unable to verify your movements after leaving the parking location.

13. Our liability to you:

- a. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with our obligations under these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these Terms and Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or not caused by our failure to comply with these Terms and Conditions, for example, we would not be liable for any loss or damage to your vehicle caused by a third party whilst the vehicle is parked in the car park, unless that loss or damage has arisen as a result of our breach of these Terms and Conditions. Equally, we would not be liable for any losses or worsening of pre-existing damage to the vehicle occurring as the result of the vehicle being parked for a period of time, e.g. car batteries becoming flat, slow punctures deflating, window-chips cracking in inclement weather. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew that it might happen.
- b. Subject to clauses 13.c and 14 below, we will make good any damage to your vehicle caused by us as a result of our failure to comply with these Terms and Conditions. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your vehicle that we discover while providing the services. Repairs to Vehicles shall be undertaken by a repair centre nominated by us or our insurer or such other repair centre as we may agree with you.
- c. Unless we have specifically agreed otherwise with you in writing, our total liability to you in respect of any claim for loss of or damage to: (i) any vehicle shall not exceed £50,000; (ii) any vehicle contents or belongings contained within the vehicle shall not exceed £5,000".

14. Exclusions to our liability

- a. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the supply of services to you by us.
- b. We are not liable for business losses. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity. Any loss or damage to the vehicle as a result of the vehicle not being in a roadworthy condition, not being taxed or not holding a current MOT certificate.

15. Events Beyond Our Control

- a. We do not accept liability for an inability to provide the Park and Ride service as a result of any Event Beyond Our Control.
- b. "Event Beyond Our Control" shall include any acts of God, flood, adverse weather conditions, drought, fire, earthquake, volcanic eruption or other natural disaster, epidemic or pandemic, terrorist attack, war or threat of war, labour or trade dispute, strikes or industrial action, closure of airports and other similar events beyond Our control.

16. General

- a. Unless a change to these terms is required to reflect changes in laws or regulations, we will notify you of any proposed changes to these Terms and Conditions and you may terminate the agreement between us prior to the proposed change coming into effect.
- b. If a court finds part of these Terms and Conditions illegal, the rest will continue in force. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- c. The agreement for the provision of the services is between you and us. No other person shall have any rights to enforce any of its terms.
- d. Even if we delay in enforcing any of these Terms and Conditions, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under Terms and Conditions, or if we delay in taking steps against you in respect of your breaking of the agreement between us, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- e. We can transfer our agreement with you, so that a different organisation is responsible for supplying the services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under these Terms and Conditions

17. Governing Law and Jurisdiction

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

18. Special Assistance

If you require special assistance, please inform reception staff and we will take all reasonable steps to meet your requirements.

19. How to Contact Us

We are Q-Park Limited. A company registered in England and Wales. Our company registration number is 01721817 and our address is 1 East Parade, Leeds, LS1 2AD. Our registered VAT number is 708224452

You can contact us by emailing airportcustomerservices@q-park.com or writing to us at our office detailed above.

20. Defined terms used

- a. "Airport Terminals" means South Terminal and North Terminal at Gatwick Airport and terminals, 1, 2, 3 and 5 at Heathrow Airport.
- b. "Ancillary Car Park" means a car park which We use as an overflow in connection with the relevant Car Park.
- c. "Applicable Laws" means any and all applicable laws and regulations and any applicable and binding judgment of a relevant court of law.
- d. "Car Park" means the car park shown on the booking confirmation.
- e. "Car Parks" means each Car Park and each Ancillary Car Park.
- f. "Our Representative" means any of our employees, officers or agents.
- g. "Park and Ride Service" means use of a Car Park and bus transportation to the Airport Terminals.
- h. "Parking Period" means the period of parking dates as shown on the booking confirmation.
- i. "Vehicle" means the vehicle as described on the booking confirmation.

-
- j. "We" or "Us" means Q-Park Limited (company number 01721817) having its registered office at 1, East Parade, Leeds. West Yorkshire, LS1 2AD
 - k. "You" or "Customer" means the customer whose name appears on the booking confirmation whether or not that person made the booking or the owner or driver of the vehicle who uses the Car Park and "Your" shall be construed accordingly.