



**TERMS AND CONDITIONS  
OF USE OF  
CAR PARKS**

# LEEDS BRADFORD INTERNATIONAL AIRPORT TERMS AND CONDITIONS OF USE OF CAR PARKS

## IMPORTANT NOTICE

Entry to or use of the car parks at Leeds Bradford International Airport (“the airport”) is subject to the current terms and conditions of Leeds Bradford International Airport Limited (“the company”) and the airport byelaws regulating the use and operation of the airport and the conduct of all persons while within the airport. These conditions contain limited exemption clauses affecting all persons who enter or use the car parks. Copies are available for inspection on request. Entry to and use of this car park is entirely at your own risk.

Customers are requested to read carefully the terms and conditions of entry to and the use of the car parks and to follow the procedures recommended in those terms and conditions which are for their benefit. Should you wish to make a complaint, you are requested to follow the complaints procedure set out in Condition No 3 which will ensure that your complaint is brought promptly to the attention of company staff.

## 1. THE COMPANY’S LIABILITY

Customers are asked to remember that a public car park is open to everyone. The company and its servants or agents reserve the right to refuse admittance to the airports car parks but the company cannot therefore guarantee the security of your vehicle or its contents.

Accordingly:

- 1.1 the company, its servants or agents, will not accept liability in respect of any loss or theft of or from or misdelivery of or temporary failure to deliver or damage to any vehicle or its contents howsoever caused save where the same is due to the negligence, willful act or default or breach of statutory duty of the company, its servants or agents or the dishonesty of its servants or agents; and
- 1.2 the company, its servants or agents, will not accept liability howsoever caused in the respect of the death or of personal injury sustained by customers and others in the car parks save where the same is due to the negligence, willful default or breach of statutory duty of the company, its servants or agents.

## 2. PARKING

- Entry to and egress from the car parks should be obtained only through the designated entrances and exits and along designated routes.
- Customers should park vehicles **only** within designated bays, within authorized areas and so as not to cause obstruction.
- Bays reserved for disabled drivers should be used by **disabled drivers only** and vehicles parked in such bays must display appropriate disabled badges/windscreen stickers.
- Disabled drivers will only be charged at the lower rate of parking charges applicable to the Long stay car park provided they produce satisfactory evidence of their disability to the company or its agents.

### 3. COMPLAINTS PROCEDURE

Should your vehicle suffer damage whilst in the car parks or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the car parks, you are requested:-

- immediately to inform a member of the company's staff at the airport information desk of the occurrence and also
- in case of theft, immediately to inform the Police and
- to notify your insurers promptly

If you consider that you have a claim against the company you must, within 72 hours of discovery of the loss or damage, give written notice providing full details of the occurrence to the Compliance Manager, Leeds Bradford International Airport Limited, Leeds, LS19 7TU. Before submitting a claim to the company, customers are requested to check Condition No 1 and to satisfy themselves that the subject matter of their claim falls within the company's areas of responsibility.

### 4. SECURING YOUR VEHICLE

Unless requested by the company or one of its employees for reasons not to do so, please ensure that before you leave the car park:-

- your vehicle is fully and securely locked
- that all windows and the sunroof of your vehicle are securely closed
- if your vehicle is fitted with a steering lock or similar device that it is engaged

### 5. POSSESSIONS

- Wherever possible please take your possessions with you when you leave your vehicle
- If you have to leave possessions in your vehicle, do not leave them where they are visible and ensure that they are as secure as possible
- Customers are reminded that their motor insurance policies may not cover possessions in the vehicle. It is possible to arrange separate insurance cover for possessions and customers are recommended to do so.

### 6. COURTESY TO OTHER CUSTOMERS

Should you damage another customer's vehicle you are requested to report the matter immediately to a member of the company's staff at the airport information desk and give them the registration number of both vehicles. Remember that your car may one day be damaged so please do as you would be done to.

### 7. SAFETY IN THE CAR PARK

- Please drive carefully in the car parks and obey the directional signs. Vehicles should not be driven at a speed in excess of 20 miles per hour.
- After you have parked your vehicle please proceed to the nearest exit ways which are signposted. Do not wander about in the car park and keep a careful eye on your children and do not permit them to play in the car parks.

- Any caravans or large vehicles should report to the information desk and ask for a member of company staff. Such vehicles should not attempt to enter or exit from the car parks without a staff member being present and without the authority of such staff member.

## 8. TICKETS

- The ticket issued is available only from the vehicle in respect of which it is issued. A ticket, including a season ticket, does not entitle the customer, unless otherwise specified, to any space in the car park or to priority over other customers. A season ticket is the property of the company to which it must be surrendered upon expiration or misuse.
- The company reserves the right to refuse to release any vehicle except on production of the parking ticket until it has made such enquiries as it considers reasonable. Failure to produce your ticket will therefore delay your departure.
- Customers who cannot produce their parking tickets on departure will be charged according to the current airport tariffs details of which can be obtained from the airport information desk.
- In the interests of security tickets should not be left inside vehicles.

## 9. AGENCY

Persons who enter in to a contract with the company for the parking of a vehicle at the car park, whether by purchasing a ticket or otherwise, do so on behalf of themselves and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.

## 10. MOBILISATION

- 10.1 If a breach or infringement of any of these terms and conditions is committed by the user of the car parks then the company, or its servants or agents may at any time in their absolute discretion immobilize any vehicle by means of a clamp fitted to a wheel of the vehicle.
- 10.2 The clamp will be removed from the wheel of the vehicle upon payment of a charge as determined from time to time by the company.
- 10.3 The company its servants or agents will not be liable for any damage caused to a vehicle as a result of a clamp having been fitted to the wheel of the vehicle, other than that which is attributable to willful misconduct on the part of the company.

## 11. MOVING AND RELOCATING OF VEHICLES

- 11.1 The company reserves the right to move any vehicle within the car park by driving or otherwise to such extent as the company, its servants or agents, may in the exercise of its reasonable discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities at the car parks.
- 11.2 The company additionally reserves the right where the car parks have to be closed either permanently or temporarily in whole or in part or have to be evacuated in cases of

emergency, to remove any vehicle at any time to any other reasonably convenient car park within the control of the company.

- 11.3 To the extent that it may be necessary so to do in the exercise of their rights conferred upon the company under this condition, the company its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.

## 12. LIENS

A vehicle in the car parks may be subject to a lien for all charges due or accruing from the customer to the company, and a general lien for all and any monies from the customer to the company such lien to be in existence whenever the vehicle is in the car parks notwithstanding that it may from time to time have been removed for the car parks. If the said lien is not satisfied by the payment, within 28 days of notice given by the company of its intentions to sell the vehicles in default of payment, the company may sell the vehicle by auction or otherwise and the proceeds of sale may be applied in and towards satisfaction of all same owing to the company by the customer together with the expense of the sale and in connection with such sale the company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in the possession of the company. Any balance of purchase price remaining after satisfaction of such sums shall be held by the company on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at his last known address, whether or not the same is actually received.

## 13. INDEMNITY

The user of the car parks agrees to indemnify the company in respect of any claim by a third party arising out of the use of the car parks by the user his servants agents or passengers or arising out of any act or omission whatsoever other than claims which are attributable to willful misconduct or negligence on the part of the company.