

CAR PARK BOOKING AND USE TERMS AND CONDITIONS

1 Important legal bits

Who we are

- 1.1 "We" (and "us" and "our") are London Luton Airport Operations Limited and our registered number is 03491213.

What "you" means

- 1.2 "You" means the person who made the booking, but also means, unless it would make no sense in the context, the registered keeper of a vehicle in the car park, anyone else who has a financial interest in the vehicle and its contents and your passengers. When you make the booking, you accept these terms on behalf of yourself, and all of these people. This means that we can enforce the terms against all of them, and they can enforce them against us.
- 1.3 It also means, for example, that our limits on liability apply to anyone who comes within the definition of "you".

Our contract with you (and yours with us)

- 1.4 A contract is made between you and us when we send the booking confirmation to you. That contract covers both terms of the booking itself, and also use of our car parks (or of Priority Parking, if that is what you have booked). By booking, you agree to be bound by all of these terms.
- 1.5 If you have not booked, a contract arises on these terms when you enter the car park.
- 1.6 We can transfer or novate our contract with you to anyone we like, in which case that person becomes "we" and London Luton Airport Operations Limited will have no further liability under that contract (except for any claims arising before the date of transfer or novation).

Car park management

- 1.7 Our car parks are managed for us by APCOA Parking (UK) Limited, so any rights we have whilst your vehicle is in the car park can also be enforced by APCOA. APCOA is not responsible for bookings. APCOA also operate Priority Parking for us, and any rights that we have whilst you are using Priority Parking can also be enforced by APCOA.

Car Park Regulations

- 1.8 When using a car park, you must not:

- 1.8.1 leave any trailer, caravan, or the like detached from a vehicle; or
- 1.8.2 tow or push a vehicle; or
- 1.8.3 pour or transfer fuel into or out of the fuel tank of a vehicle; or
- 1.8.4 carry out any repair, maintenance, or other work to a vehicle; or
- 1.8.5 wash or clean a vehicle; or
- 1.8.6 carry out any commercial activity of any kind that we have not authorised in writing. Licensed taxis or minicabs may pick up or collect passengers as long as they comply with the remainder of these regulations, but they must not trade under the name "London Luton Airport", "Luton Airport" or similar, or otherwise give the impression that they are authorised or approved by the airport itself; or
- 1.8.7 obstruct any access or circulation area; or
- 1.8.8 park other than within marked spaces; or
- 1.8.9 park so as to take up more than one space; or
- 1.8.10 enter or park in spaces or zones that are signed as being closed; or
- 1.8.11 park in spaces reserved as disabled spaces without displaying a valid "blue badge" issued to you or to someone accompanying you; or
- 1.8.12 park in spaces designated as being reserved or allocated for specific uses unless entitled to do so; or
- 1.8.13 fail to comply with any instruction given by us; or
- 1.8.14 deliberately damage it; or
- 1.8.15 deliberately damage or hinder the operation of any equipment such as (but not limited to) entry/exit equipment, lighting, CCTV or ANPR installations, barriers, or ticket or pay stations; or
- 1.8.16 deliberately obstruct any ANPR or CCTV installation; or
- 1.8.17 create litter; or
- 1.8.18 be disorderly, or be a nuisance to, or harass anyone; or
- 1.8.19 be abusive, violent, or threatening to anyone.
- 1.8.20 You must also comply with [Safety in Car Parks](#): this forms part of the car park regulations.

- 1.9 You are liable to enforcement action as described below if you do not comply with these regulations. We may also require you and your vehicle to leave the car park immediately, and no reduction or refund of charges will be given.

Enforcement

- 1.10 If there is any contravention of the [Car Park Regulations](#) we have the right to:
- 1.10.1 issue a Parking Enforcement Notice (PEN). The PEN will specify how much you have to pay, when, and how. It will also explain that unless payment is made in accordance with its terms court action will be commenced to recover the sums due from you under the PEN together with costs interest and any other sums legally recoverable;
- and/or
- 1.10.2 remove your vehicle, trailer, or caravan, by towing or lifting. There are notices displayed in a car park giving a contact telephone number and specifying the fee to be paid by you before your vehicle is released.
- 1.11 We may also remove your vehicle if it is abandoned (see [Abandoned vehicles](#)).
- 1.12 It is our policy to enforce all PENs and therefore you should make payment promptly.
- 1.13 Which course of action we choose, PEN and/or removal, is entirely at our discretion and we do not have to justify our decision to you. However, you have a right to appeal against the taking of enforcement action (see [Appeals against enforcement action](#)).
- 1.14 Towing or lifting a vehicle may inevitably result in its damage. We accept no responsibility for any damage caused, loss suffered, or costs incurred by you or any other person as a result of the legitimate removal of a vehicle, trailer, caravan, or the like.
- 1.15 The fact that we may have taken any of these actions does not affect any criminal or civil liability that you may be liable for, whether to us or to any other person, as a result of any contravention of the [Car Park Regulations](#), or of any other obligation you have under these terms, or in law.

Appeals against enforcement action

- 1.16 If you wish to appeal against any [Enforcement](#) action that we have taken you should [Contact us](#) in writing (not by phone) within 7 days of you becoming aware of the enforcement action that we have taken, setting out the relevant

facts. If you delay doing so, it may be difficult for us to establish what happened and this may affect our ability to deal with the appeal.

- 1.17 Your right to appeal does not stop you from taking legal action against us if you think that we have acted unlawfully. However, we ask that you do not do so before giving us a fair chance to review your case.

Abandoned vehicles

- 1.18 You will be liable for all car parking charges that are incurred whilst the vehicle is in the car park. See [How we can enforce payment](#) about how we can enforce payment, including by selling the vehicle.
- 1.19 Your vehicle may be treated as abandoned if it is in our car park for longer than 28 days, and you have not told us that you intend to keep the car there for longer (by pre-booking a longer period, or telling us when you arrive, or at any time before the 28 days is up).

How we can enforce payment

- 1.20 We have the right to keep your vehicle until any money that you correctly owe to us arising from your use of the car park has been paid, and to sell the vehicle if the money is not paid. We may refuse to allow the vehicle to leave the car park until payment is made in full, or we may move it to another location.
- 1.21 We may sell your vehicle if you have not paid all money correctly due to us within 28 days of us sending to you a written notice of our intention to sell the vehicle or if we believe or are entitled to assume that the vehicle has been abandoned (see [Abandoned vehicles](#)) but we will not sell your vehicle if you have told us in writing that you dispute the charges, or have confirmed to us in writing that the vehicle has not been abandoned. See [Contact us](#).
- 1.22 Before selling any vehicle, we will make reasonable enquiries to identify and contact the registered keeper, and, if we have identified them, we will give them at least 28 days' notice of our intention to sell by posting the notice to their registered address.
- 1.23 If we sell your vehicle, we will apply the proceeds in the following order:
 - 1.23.1 we will pay all of the outstanding parking charges owing to us by you; then
 - 1.23.2 we will deduct our reasonable expenses and administration charges in connection with the sale; then
 - 1.23.3 we will deduct our reasonable charges for the parking or storage of the vehicle until its sale; then

1.23.4 we will pay any balance to the last registered keeper before sale, on proof of entitlement.

2 What do I do if I have not received a booking confirmation?

- 2.1 If you have booked online, or by phone but asked for the confirmation to be e-mailed to you, you should have received confirmation within an hour of booking. If you do not, you should check why as soon as possible.
- 2.2 First check that it has not been blocked by a "spam" filter or is in your "junk" e-mail box. If it has been, please alter your settings to allow e-mails from us, otherwise you may not receive important information from us about your booking.
- 2.3 If you still have not got it, go to [Manage my booking](#). Check that you have given us the right e-mail address. If it is wrong, correct it, and confirm. This should then send the booking confirmation to you.
- 2.4 If that does not work, or you booked by phone and asked for confirmation to be posted to you and have not received confirmation within 7 days, you must e-mail or phone us (see [Contact us](#)). Please don't write. It may be that we have no record of your booking, in which case you will not be allowed to enter the car park without paying again. You will only get a refund if we are at fault, and if you have tried to contact us to put it right but we have not done so. This is fair, because unless you contact us we might not be able to tell if the booking was made in the first place.

3 Does booking guarantee me a space?

- 3.1 Yes. You do not get an allocated space, but you'll get in somewhere.
- 3.2 Very occasionally the car park may be full – maybe incoming flights have been delayed so more cars are in car park than we had expected, or maybe we have had to close a part of the car park to repair it. If you turn up and can't find a space, use the help button at the entrance to the car park and let us know.
- 3.3 If your chosen car park is full, we'll give you a free upgrade, or, if that is not possible, put you in a cheaper car park and refund the price difference. If we are unable to do that, which is very unlikely, we'll find you a space in another car park, and we will pay all of the parking charges for the same period that you had booked for with us. We will not though, in any circumstances, pay you any other expenses or compensation.

4 Can I book disabled spaces?

- 4.1 No, but all our car parks have disabled spaces for use by blue badge holders. There is a help button and assistance contact number at the entrance to every car park: please use it if you need any help.

5 Can I change or cancel my booking?

- 5.1 Yes, unless you have booked one of our products sold on the basis that you can't. And all changes and cancellations have to be made 24 hours before your chosen day and time of arrival, otherwise it's too late - you will have to pay for the full period of the original booking, and you may have to pay extra: see [What happens if I arrive early or leave late? Do I have to pay extra?](#).
- 5.2 Apart from that, you can change or cancel the booking at [Manage my booking](#) or by phoning us (see [Contact us](#)). Please don't write to us: we do not accept booking changes or cancellations by post. If you phone, there's an administration charge of £10; there's no charge if you do it online.

6 Do I have to tell you if I am coming in a different car than I said when I booked?

- 6.1 Yes. Our cameras record your car registration number; therefore, if you arrive in a different car, we cannot match its registration to the booking. Click [Can I change or cancel my booking?](#) and we'll tell you how to change the booking. If you don't tell us, you'll end up paying twice – and the second charge will be at the rate you would have paid had you not booked. These charges will be debited to the same card that you used to make your booking.

7 What if I have a trailer or caravan, or a large vehicle like a motorhome, limousine or tall van?

- 7.1 Please [Contact us](#) if your vehicle is unusually high, long, or wide, to check that it is not too big to use your chosen car park. If it is, and you have not checked with us first, you will not get a refund. Trailers, caravans etc must not be left without the vehicle towing them: see [Car Park Regulations and Enforcement](#).
- 7.2 Your vehicle must fit into a standard car parking space. Therefore, if you are intending to bring in any form of trailer, or large vehicle, you should [Contact us](#) first; extra charges may apply. If you take up more than one space, you will have to pay for those extra spaces, at the same rate that you would pay had you not pre-booked. These charges will be debited to the same card that you used to make your booking.
- 7.3 You must not park so as to use up more than one marked parking space, unless you have paid to do so.

8 What do you do with the data that you get from me when I book or use the car park or Priority Parking?

- 8.1 First of all, we will never sell it to anyone else.
- 8.2 We will use it in connection with your booking. Unless you have agreed otherwise (see next point) we will delete it when we don't need it any longer.
- 8.3 If you ticked the box on the booking form, we add you to our database for sending you news about London Luton Airport, special offers, and so on, but you can "unsubscribe" at any time by clicking the link that we will be on each e-mail. We might also send you stuff through the post or to your phone, but again you can ask us not to at any time by e-mailing or writing to us (not phoning): see [Contact us](#).
- 8.4 ANPR (automatic number plate recognition) cameras are used to match vehicles with bookings.
- 8.5 Both ANPR and CCTV cameras are used for operational and security reasons, public safety, law enforcement, and for monitoring compliance with [Car Park Regulations](#). We may, therefore, record and store, use images and data relating to you or to a vehicle. By entering a car park or by using Priority Parking, you consent to the capture and use of images and data for the purposes stated in this clause. We may also pass data and images to the police or third parties in connection with such purposes.
- 8.6 We may photograph vehicles using Priority Parking for the purposes of recording damage.

9 Do I have to put my credit/debit card into the machines at entry or exit to the car park?

- 9.1 No. All our car parks work by number plate recognition cameras. You may be charged again if you insert your card. We'll give you a refund though if we are satisfied that you do so by mistake, see [Why have I been charged more than I thought? Can I get a refund?](#)

10 What happens if I arrive early or leave late? Do I have to pay extra?

- 10.1 Yes, you may have to, and you should allow for this when booking, because extra charges will be at the rate you would have paid had you not booked. These charges will be debited to the same card that you used to make your booking. If you don't think you have allowed enough time, go to [Can I change or cancel my booking?](#) Please allow enough time for travel to the airport, and between the car park and the terminal building.
- 10.2 You may be entitled to a refund if you have been charged extra but were delayed through no fault of your own: see [Why have I been charged more](#)

[than I thought? Can I get a refund?](#) for more details. However, we will not be liable for any other costs or expenses you may suffer or incur as a result of the delay.

10.3 Please contact us if you intend to leave your vehicle for longer than 28 days and have not pre-booked. Unless you do, we will be entitled to assume that the Vehicle has been abandoned (see [Abandoned vehicles](#)).

10.4 Please tell us if your return is unexpectedly delayed beyond the date you have specified for your return when booking. Unless you do, we will be entitled to assume that the Vehicle has been abandoned (see [Abandoned vehicles](#)).

11 How do I pay if I have not booked?

11.1 Charges for parking in a car park are displayed at the entrance.

11.2 Take a ticket from the machine at the entrance barrier. Please keep the ticket with you at all times. If you lose your ticket, you will be charged the full amount for your stay, and we may also charge an administration fee (if we do, the amount will be shown on the board at the car park entrance).

11.3 You pay for parking at the pay stations provided, and you will need your ticket to do so. There is at least one pay station in each car park, as well as in the terminal building. They accept (as a minimum) cash, Visa debit cards, and Visa and MasterCard credit cards. If the pay station is not working, you can find out where the nearest alternative is by contacting us via the help button at each pay station.

12 Security in car parks

12.1 No public car park can be 100% secure. We have CCTV and patrols, but we cannot guarantee to you that your vehicle will not be damaged, or will remain secure, whilst in a car park. Also, security measures, such as CCTV or patrols, may not be effective in preventing loss, damage, or theft, or in identifying those who might be to blame.

12.2 Please make sure that when you leave your vehicle, it is securely locked and that all the windows and any sunroof are fully closed. It's best to take personal belongings with you, but if you do leave them in your vehicle, it is at your own risk, and make sure that they are out of sight and locked away.

12.3 Finally, we may enter a vehicle (and to use force if necessary) in exercising rights given to us in these terms, or to deal with any nuisance caused by your vehicle.

13 Safety in car parks

- 13.1 Before you leave your vehicle, fully engage the handbrake and leave the vehicle in gear, or in "Park" mode if it is an automatic.
- 13.2 You must drive carefully, with awareness of and due consideration for others.
- 13.3 Always keep children under close adult supervision. Do not allow them to be put in danger, or where they could cause an accident. Children must never play in a car park.
- 13.4 You must comply with all directions and signs from time to time posted in a car park and all instructions or requests given or made from time to time by us for regulating traffic.
- 13.5 You must observe all signs or markings that signify pedestrian routes. You must not drive on these areas, nor, when walking, walk outside them.
- 13.6 You must not run in car parks, nor allow your children to do so.
- 13.7 Dogs must be on short leads at all times when outside the vehicle.
- 13.8 You must comply with the [Car Park Regulations](#).

14 What happens if my vehicle breaks down in the car park?

- 14.1 Please call for assistance by contacting us using the nearest help point or by calling 07809 492 373. You must not attempt to repair the vehicle yourself, or to move it.

15 What happens if I damage another vehicle or property, or injure someone?

- 15.1 You should report the matter immediately to a member of our staff and give him the registration number(s) of the vehicle(s) involved together with your full name and address, the name and address of your insurance company, and your policy number. In doing so, you are consenting to our passing this information to third parties for use in connection with the incident.
- 15.2 We may hold you responsible if, whilst in a car park or whilst using the transfer bus, you cause loss or damage to any person or property due to your act or negligence.
- 15.3 Remember that you may be under a legal duty to tell the police.

16 What do I do if my vehicle is damaged in the car park, or stolen?

- 16.1 You should immediately tell a member of our staff, either in person or via the help button located at each entrance and pay station. If your car is missing

and they do not know what has happened to your car, tell the police and your insurance company as soon as possible.

16.2 If you think that you have a claim against us for any reason you should [Contact us](#) in writing within 7 days of discovering any loss or damage, and tell us what happened, and what it is you are claiming. If you delay doing so, it may be difficult for us to check the facts or to find out who (if anyone) is to blame, and this may affect our ability to deal with your claim.

16.3 Our liability to you for any loss or damage is limited: see [What is London Luton Airport's liability to me for loss or damage?](#).

17 What is London Luton Airport's liability to me for loss or damage? Is it limited?

17.1 Damage to vehicles

We are only liable for damage to your vehicle if it is caused by our negligence, breach of our obligations in the contract between us, or breach of a duty imposed on us by Act of Parliament.

We cannot accept liability for damage to your vehicle unless you make a claim before you leave the car park, and then follow our claims procedure from then on. If we do accept liability, our liability is limited to the reasonable cost of the repair, up to a maximum of £50,000, but subject to the [Overall Limit](#).

Please see [Priority Parking terms of use](#) if you are booking Priority Parking.

17.2 Loss of vehicles

We are only liable for the loss of your vehicle if it is caused by our negligence, breach of our obligations in the contract between us, or breach of a duty imposed on us by Act of Parliament. If we do accept liability, our liability is limited to the reasonable cost of replacement on a like for like basis, up to a maximum of £50,000 per vehicle, but subject to the [Overall Limit](#).

Please see [Priority Parking terms of use](#) if you are booking Priority Parking.

17.3 Loss of personal belongings

Please do not leave personal belongings in your vehicle. If you do, it is at your own risk, and any loss or damage may not be covered by your own insurance. We cannot accept liability unless loss or damage is reported to us before you leave the car park, follow our claims procedure, and it can be proved that your belongings were stolen by one of our employees or representatives. If we do accept liability, our liability is limited to the reasonable cost of replacement on a like for like basis, up to a maximum of £1,000 per item but subject to the [Overall Limit](#).

By its nature, the operation of the transfer bus can mean that you may become separated from your luggage, and we do not accept liability for loss of luggage or personal belongings on the transfer bus.

Please see [Priority Parking terms of use](#) if you are booking Priority Parking.

17.4 Personal injury

You must take reasonable care in our car parks, for your own safety, and so as not to hurt anyone else. If you don't, we may not be liable to you, or our liability may be reduced. Please see in particular [Security in car parks](#) and [Safety in car parks](#): you must comply with what we say here.

We do not accept responsibility for death or personal injury sustained whilst in our car parks, unless it is caused by our negligence, breach of our obligations in the contract between us, or breach of a duty imposed on us by Act of Parliament. However, if we are responsible for death or personal injury, the amount of our liability is unlimited.

Please see [Priority Parking terms of use](#) if you are booking Priority Parking.

17.5 Overall Limit

Our total liability arising out of any one incident, whether for damage, loss, theft, or any of them in combination, will not exceed £50,000. This limit does not apply to liability for death or personal injury.

18 Transfer buses

18.1 There is a transfer bus to and from the terminal and the mid-term and long-term car parks.

18.2 We will try and meet advertised frequencies and journey times, but we do not guarantee the time it will take to travel between a car park and the terminal. Transfer buses can get delayed in traffic with everyone else, and do not have priority over other road users.

18.3 You must allow enough time for travel between a car park and the terminal, including any extra time that may be caused by volumes of traffic or the bus being full. Early morning, late at night, and school holidays are often particularly busy times.

18.4 We will only be liable for any loss (for example, as a result of you missing a flight) as a result of the time it takes for you to transfer between a car park and the terminal, if the delay is due to our negligence. Even then, our liability is limited to loss that is a direct consequence of our negligence.

18.5 When you are on the transfer bus, you must:

- comply with any instruction given by the driver; and
- comply with all notices displayed on the bus; and
- stow your luggage in such a way so as not to cause a danger to others

and you must not:

- damage the bus or any of its equipment; or
- cause a nuisance or inconvenience to us or to any other user of the bus; or
- be under the influence of alcohol or drugs
- abuse or act violently towards any of our employees or towards any other person whilst on a bus.

You may be required to leave the bus if you do not comply.

- 18.6 Our liability to you may be limited if you are hurt or if your belongings are lost or damaged on the transfer bus. Please see [What is London Luton Airport's liability to me for loss or damage? Is it limited?](#).

19 Priority Parking ("meet and greet")

"Priority Parking" is our "meet and greet" service, where you leave your car with us, we park it for you, and you collect it from us close to the terminal. This section (and other sections referred to in it) constitutes the contract between you and us for the booking and use of Priority Parking.

We guarantee that we will park your car in one of our own on-airport car parks. It will not be parked miles away in a location you do not know.

The terms of **use** of Priority Parking are [here](#) with a pdf copy that can be downloaded [here](#).

The following terms and conditions of **booking** apply also to Priority Parking.

- 19.1 [Important legal bits](#) (not all of these are relevant to Priority Parking, but those that are apply)
- 19.2 [What do I do if I have not received a booking confirmation?](#)
- 19.3 [Can I change or cancel my booking?](#)
- 19.4 [Do I have to tell you if I am coming in a different car than I said when I booked?](#)

19.5 [What if I have a trailer or caravan, or a large vehicle like a motorhome, limousine, or tall van?](#)

19.6 [What do you do with the data that you get from me when I book or use the car park?](#)

19.7 [Condition of vehicles on arrival](#)

We reserve the right to refuse to accept your vehicle if we consider it to be mechanically defective or unroadworthy, or if it is not taxed. You will not get a refund or any other compensation if we do.

19.8 [Collection times](#)

Priority Parking operates 24 hours a day 7 days a week.

19.9 [What happens if I arrive early or leave late?](#)

There is no extra charge if you arrive earlier than your stated time, or leave later, as long as (in both cases) it is on the same day. Otherwise, you may be charged extra: see [Why have I been charged more than I thought? Can I get a refund?](#)

You do not need to telephone us when you return, unless you change your flight or your flight is early or significantly delayed.

19.10 [Contact us.](#)

20 [Why have I been charged more than I thought? Can I get a refund?](#)

Set out below are some of the reasons why you might have been charged extra. If you think that you might be entitled to a refund, e-mail or write to us (see [Contact us](#)); we do not accept applications for refunds by telephone.

You might have been charged extra because:

20.1 Your booking had not been processed, or did not include the correct information. See [What do I do if I have not received a booking confirmation?](#) and [What do I do if my booking confirmation is wrong?](#). We'll consider a refund if it really wasn't your fault but we are under no legal obligation to give you one. We make no promises though, because we clearly ask you to check that you get the booking confirmation and that is correct and let us know if it isn't, so we don't think it's our fault if you haven't done this.

20.2 You came in a different car from the one you booked for. As long as you were here for the period that you booked for, and (obviously) if the car you booked for wasn't in any of our car parks at any time during that period, we'll give you a refund less a £10 administration fee.

- 20.3 You did not book with us at all. We will charge you in full if you had booked a space in someone else's car park, but used ours instead.
- 20.4 You booked one of our car parks, but used a different one. As long as you were here for the period that you booked for, we will refund the cheaper charge, less a £10 administration fee.
- 20.5 You put your charge card into the machine on entry or exit. Again, as long as you were here for the period that you booked for, and the car you used matches the one on the booking, we'll give you a refund (no administration fee will be charged).
- 20.6 You arrived too early or left too late. Basically, you have parked for longer than you have paid for, so you will be charged for that. See [What happens if I arrive early or leave late. Do I have to pay extra?](#). We'll consider a refund if it really wasn't your fault but we are under no legal obligation to give you one. E-mail us or write to us (see [Contact us](#)) telling us what happened and we'll consider it; no promises though. We do not accept applications for refunds by telephone.
- 20.7 You used more than one parking space. See [What if I have a trailer or caravan, or a large vehicle like a motorhome, limousine or tall van?](#). Sorry, no refunds for this one.

[Contact us](#) if it's none of these by e-mail or by writing, explaining what has happened. We do not accept applications for refunds by telephone.

21 Contact us

If you want to change or cancel your booking, it's best to do it free of charge online at [Manage my booking](#). You can also call us on 0845 303 7397 but there is an administration charge of £10 if you do, in addition to the cost of the phone call. See

[Can I change or cancel my booking?](#) for more details. We do not accept requests made by post to change or cancel bookings.

21.1 Anything else, first check all the FAQs [here](#) to make sure that we haven't answered your question already.

21.2 Otherwise:

E-mail us at: Luton.customerservices@apcoa.com

Telephone us on: 0845 303 7397 (calls from within the UK will be charged at local rates)

Write to: Car Park Administration Office, London Luton Airport Operations Limited, Navigation House, Airport Way, London Luton Airport LU2 9LY.