

## **PRIORITY PARKING TERMS AND CONDITIONS OF USE**

### **Introduction**

"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.

These terms and conditions constitute the contract between you and us for use of Priority Parking.

They do not include the terms and conditions of booking Priority Parking.

"Priority Parking area" means the area we have where you leave your vehicle with us, and collect it from us later.

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.

### **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 the vehicle, anyone else who has a financial interest in the vehicle and its contents and your passengers. When you made the booking, you accepted 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 Priority Parking. By booking, you agree to be bound by all of these terms.
- 1.5 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).

## Operation of Priority Parking

- 1.6 Priority Parking is operated for us by APCOA Parking (UK) Limited, so any rights we have whilst you are using Priority Parking can also be enforced by APCOA. APCOA is not responsible for bookings.

## **2 What do you do with the data that you get from me when I use Priority Parking?**

- 2.1 First of all, we will never sell it to anyone else.
- 2.2 ANPR (automatic number plate recognition) cameras are used to match vehicles with bookings.
- 2.3 Both ANPR and CCTV cameras are used for operational and security reasons, public safety, and law enforcement. We may, therefore, record and store, use images and data relating to you or to a vehicle. 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.
- 2.4 We may photograph vehicles using Priority Parking for the purposes of recording damage.

## **3 Security in car parks**

- 3.1 Your vehicle will be parked in one of our car parks. 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.
- 3.2 Please make sure that when you leave your vehicle, you take your personal belongings with you. 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.
- 3.3 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.

## **4 Safety in Priority Parking Area**

- 4.1 Before you leave your vehicle, fully engage the handbrake and leave the vehicle in gear, or in "Park" mode if it is an automatic.
- 4.2 You must drive carefully, with awareness of and due consideration for others.
- 4.3 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.

- 4.4 You must comply with all directions and signs from time to time posted in the Priority Parking area and all instructions or requests given or made from time to time by us for regulating traffic.
- 4.5 You must observe all signs or markings that signify pedestrian routes. You must not drive on these areas, nor, when walking, walk outside them.
- 4.6 You must not run in car parks, nor allow your children to do so.
- 4.7 Dogs must be on short leads at all times when outside the vehicle.

## **5 What happens if my vehicle breaks down**

- 5.1 If your vehicle breaks down or becomes unroadworthy whilst with us, through no fault of our own, the vehicle will be left and you will have to arrange for it to be repaired on your return.

## **6 What do I do if my vehicle is damaged whilst using Priority Parking, or stolen?**

- 6.1 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.
- 6.2 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?](#).

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

### 7.1 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 will inspect the outside your vehicle for damage when you arrive at the Priority Parking area, and ask you to sign a form showing any existing damage. We may also photograph it. When you return, please check your vehicle against that form before you leave the Priority Parking area, and let our staff at the Priority Parking area know straight away if you think it has been damaged by us.

We cannot accept liability for damage to your vehicle unless you make a claim before you leave the Priority Parking area, 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](#).

## 7.2 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](#).

We are not liable to you, either for loss of the vehicle, loss of personal belongings, inconvenience, expenses, or otherwise, if we hand the vehicle over to someone else, as long as they have given us reasonable evidence that they are entitled to collect it.

## 7.3 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 Priority Parking area, 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](#).

## 7.4 Personal injury

You must take reasonable care in the Priority Parking area, 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 [Safety in Priority Parking Area](#): you must comply with what we say here.

We do not accept responsibility for death or personal injury sustained whilst in in the Priority Parking area, 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.

## 7.5 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.

## **8 Contact us**

E-mail us at: [Luton.customerservices@apcoa.com](mailto: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.