



## WEBSITE AND TELEPHONE CAR PARK BOOKING – TERMS AND CONDITIONS OF SALE

### 1. INFORMATION ABOUT US AND THESE TERMS

- 1.1. **Who we are.** We are London Luton Airport Operations Limited a company registered in England and Wales. Our company registration number is 03491213 and our registered office is at Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU. Our value added tax number is 715 953 321.
- 1.2. **Car parking options.** At London Luton Airport we offer different types of car parking options for sale on our website [www.london-luton.co.uk/parking](http://www.london-luton.co.uk/parking) or by telephone on +44 (0)345 303 7397. In these terms, the words below have the following meanings:
  - 1.2.1. “your car parking option” means the car parking option listed on our website which you have ordered or intend to order from us through our website or by telephone;
  - 1.2.2. “self-parking” means a car parking option which allows you to park your car in one of our car parks (excluding parking in our Priority Parking area); and
  - 1.2.3. “Priority Parking (Meet and Greet)” means a car parking option which allows you to park your car in our Priority Parking area ready for us to collect and park it for you in one of our car parks (see paragraph 6 below for further details).
- 1.3. **Who is covered by these terms and conditions.** These terms and conditions apply to you if you book one of our car parking options. References in these terms to “your vehicle” means the vehicle you have booked, or intend to book, a car parking option for.
- 1.4. **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will accept your booking order, how we will provide your car parking option to you, how you and we may change or end the booking contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.5. **How to contact us.** You can contact us by emailing [luton.customerservices@apcoa.com](mailto:luton.customerservices@apcoa.com) or by telephone on +44 (0)345 303 7397.
- 1.6. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you make your booking with us.
- 1.7. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 2. OUR CONTRACT WITH YOU

- 2.1. **How you can book a car parking option.** You can order one of our car parking options by completing our online car parking booking process at <https://www.london-luton.co.uk/parking> or by speaking with one of our sales representatives on +44 (0)345 303 7397.
- 2.2. **How we accept your booking.** Our acceptance of your booking order will take place when we email or write to you with a booking confirmation to accept it, at which point a contract on these terms will come into existence between you and us.
- 2.3. **If we cannot proceed with your booking.** If we are unable proceed with your booking order, we will inform you of this and will either offer you an alternative car parking option or to cancel your booking and receive a refund of the charge you have paid for the car parking option you have booked. This might be because of limited capacity or temporary unavailability of our car parks or because of unexpected limits on our resources.

## 3. PRICE AND PAYMENT

- 3.1. **Where to find the price for car parking options.** The price of your selected car parking option during the booking period you request (which includes VAT) will be the price indicated on our website order pages or as described to you by our sales representative when you place your booking order. We take all reasonable care to ensure that the price of the car parking option advised to you is correct. However please see paragraph 3.3 for what happens if we discover an error in the price of the car parking option when you place your booking order.
- 3.2. **When you must pay and how you must pay.** You must pay for the full booking period you request in respect of your selected car parking option when you place your booking order. We accept payment by the credit and debit cards indicated on our website order pages or advised to you by our sales representative when you place your booking order.
- 3.3. **What happens if we have got the price wrong.** It is always possible that, despite our best efforts, some of the car parking options we sell may be incorrectly priced. Where the correct price at your order date is less than our stated price at your booking order date, we will charge the lower amount. If the car parking option's correct price at your order date is higher than the price stated to you, we may contact you to tell you the correct price before we accept your booking and ask if you wish to proceed. If we accept and process your booking order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may before your booking period commences, end the contract and refund you any sums you have paid.
- 3.4. **Overstay charges.** If your vehicle remains in the car park you have booked for a total period which is 2 hours or longer than your total booking period, you will be required to pay an overstay charge. For each part or full additional 24 hour period your vehicle remains in the car park, the overstay charge will be calculated at a rate of a full 24 hours of additional parking at the charging rate displayed at the entrance to that car park. You must pay for overstay charges using credit card or debit card at the exit barrier to the car park (unless the car parking option you have booked is "Priority Parking" in which case you must pay the overstay charge at the reception desk located in the Priority Parking area on the second floor of Terminal Car Park 1).

- 3.5. **Early check-in charges for Priority Parking and Economy Priority Parking (our Meet and Greet offering).** If you have booked Priority Parking and park your car in the Priority Parking area earlier than 2 hours before the check-in time set out on your booking confirmation, you must pay to us the early check-in charge at the rate set out at the entrance to the Priority Parking area of Terminal Car Park 1. You must pay for early check-in charges at the reception desk located in the Priority Parking area on the second floor of Terminal Car Park 1.

#### 4. **ENTERING AND EXITING A CAR PARK.**

- 4.1. **How you may enter and exit the car park you have booked.** Our car parks are fitted with automatic number plate recognition cameras (ANPR) which will allow your vehicle to enter and exit the car park you have booked during your booking period.
- 4.2. **Early departure.** If you remove your vehicle from the car park you have booked before the end of your booking period, your booking will end and you will not be entitled to re-enter that car park under the same booking.

#### 5. **CAR PARKING OPTION BOOKINGS**

- 5.1. **What your booking entitles you to.** During our booking process you will be asked to select the car parking option you wish to book, the booking period during which you require car parking and to provide the number plate details of your vehicle. If your booking order is accepted by us, your booking entitles you during your booking period to park your vehicle in the car park you have selected (unless you have booked Priority Parking or Economy Priority Parking, see paragraph 6 - "Priority Parking and Economy Priority Parking– Meet and Greet Bookings").

#### 6. **PRIORITY PARKING AND ECONOMY PRIORITY PARKING – MEET AND GREET BOOKINGS**

- 6.1. **What your booking entitles you to and what you must do.** If you have a booking order for Priority Parking or Economy Priority Parking accepted by us, you are entitled to park your car in the Priority Parking area of Terminal Car Park 1 during the check-in period you select when you complete our booking order process. You must provide a member of our staff at the reception desk located in our Priority Parking area with your booking details and the keys to your vehicle. We will then drive your vehicle to a parking space in one of our car parks and park it there for the duration of your booking period. We will drive your vehicle back to the Priority Parking area in Terminal Car Park 1 ready for your collection when your return flight (for which you provide details of during our booking process) arrives at London Luton Airport.
- 6.2. **Delayed or change of your return flight.** If your return flight (for which you provide the details of during our booking process) changes or is delayed by a period of more than 8 hours, you must contact us to provide details of your new flight or the period of time you expect your flight to be delayed by.

#### 7. **YOUR OBLIGATIONS WHEN USING ONE OF OUR CAR PARKING OPTIONS**

- 7.1. **Terms of Use for the Car Parks, Roads and Drop-Off Zone at London Luton Airport.** You must read and comply with our "Terms of Use for the Car Parks, Roads and Drop-Off Zone at London Luton Airport" when you use any of the car parks, roads or drop-off zone at London Luton Airport. A copy of our "Terms of Use for the Car Parks, Roads and Drop-Off Zone at London Luton Airport" can be found at <https://www.london-luton.co.uk/parking/parking-terms-and-conditions>

7.2. **Unroadworthy or unsafe vehicles.** If your vehicle is unroadworthy, mechanically defective, presents a danger to other persons or property, or is untaxed, you must not use it in conjunction with one of our car parking options.

## 8. **CHANGE TO THE CAR PARK YOU HAVE BOOKED & REFUSING YOU ENTRY**

8.1. **No guarantee.** Due to changing operational demands and security requirements, we do not guarantee:

8.1.1. that the car park you have selected in connection with the car parking option you book will be available for you to park in on your arrival; or

8.1.2. the time it will take to:

8.1.2.1. enter, park in and exit any our car parks; or

8.1.2.2. travel from any of our car parks to the terminal at London Luton Airport (including through the use of our transfer bus service).

If the car park you have booked for your selected car parking option is not available for you to park in on your arrival, we will arrange an alternative car park for you to park in for the duration of your booking period.

## 9. **YOUR RIGHTS TO MAKE CHANGES TO YOUR BOOKING**

9.1. **Changing the car park option you have booked or changes to the time/date of your booking.** If you wish to request that the car park option you have booked is changed to a different car park option or to change the start time/date or end time/date of your booking, your rights are as follows:

9.1.1. **Self-parking bookings in Terminal Car Park 1 or Terminal Car Park 2, the Mid Stay Car Park or the Long Stay Car Park.** If you have booked self-parking in Terminal Car Park 1 or 2, the Mid Stay Car Park or the Long Stay Car Park you may request the above changes to your booking by calling us or updating your booking on our website no later than 24 hours prior to your booking commencing.

9.1.2. **Economy Priority Parking (Meet and Greet) bookings.** If you have booked our Economy Priority Parking (Meet and Greet) service, you may not request any changes to your booking.

9.1.3. **Priority Parking (Meet and Greet) bookings.** If you have booked our Priority Parking (Meet and Greet) service, you may request the changes referred to in paragraph 9.1 above to your booking by calling us or by updating your booking on our website no later than 24 hours prior to your booking commencing.

If you request a change to your booking it may result in a change to the price of your booking (see paragraphs 9.2 and 9.3 below for further details).

9.2. **Contact us to request a change to your booking.** You may contact us in the following ways to request a change to your booking:

9.2.1. **By updating your booking details on our website.** If you wish to make a change to your booking on our website, please go to <https://www.london-luton.co.uk/parking>. If you have an account with us, you can log in and select the booking you wish to change. If you do not have an account, you may still request a change to your booking online by entering your email address, and booking reference after clicking on the “manage a booking” link. If you are permitted to request a change to your booking (see paragraph 9.1 above), an “amend booking” button will be available next to your booking details. You will need to click on the

"amend booking" button and follow the instructions provided to request a change to your booking. You will only be permitted to request changes where there is sufficient availability to accommodate your request. If there is sufficient availability to make your change, you will be given the option to cancel your original booking and select a replacement booking from the available options (which will include the new price of each replacement booking option). Once you have selected a replacement booking option and submitted your change request, if the change is accepted by us we will issue you a new booking confirmation email for your chosen replacement booking option.

9.2.2. **By calling our sales representatives.** If you wish to make a change to your booking by calling us, please call +44 (0)345 303 7397 and provide the information requested by our sales representative. If you have a right to request the change, and there is sufficient availability to accommodate your request, we will let you know about any changes to your booking details (including the new total price of your booking) and ask you to confirm whether you wish to go ahead with the change.

9.3. **A change in the price of your booking because of a change you request.** If you confirm to us you wish to go ahead with a change, we will refund to you the original total price of your booking (prior to the change being made) by the method you originally used for payment and charge you the new total price of your booking (after the change has been made) by the method you originally used for payment. Refunds of the original total price of your booking (prior to a change being made) will usually be issued within 72 hours of the change being made by us.

## 10. OUR RIGHTS TO MAKE CHANGES

10.1. **Changes to our car parking options.** We may make changes to our car parking options at any time:

- 10.1.1. to reflect changes in relevant laws and regulatory requirements;
- 10.1.2. to implement adjustments and improvements; or
- 10.1.3. to meet any operational, security or safety needs.

## 11. YOUR RIGHTS TO END THE CONTRACT

11.1. **Ending the contract because of something we have done or are going to do.** You may end the booking contract between us for one of the reasons set out at paragraphs 11.1.1 to 11.1.5 below. The booking contract will end immediately and we will refund you in full for the car parking option you have booked. The reasons are:

- 11.1.1. we have told you about an upcoming change to the car parking option you have booked or these terms which you do not agree to;
- 11.1.2. we have told you about an error in the price or change in description to the of car parking option you have booked and you do not wish to proceed;
- 11.1.3. we are unable to provide the car parking option to you in accordance with your booking for any reason;
- 11.1.4. we have suspended, or notify you we are going to suspend, the car parking option you have booked on the date on which your booking is due to commence; or
- 11.1.5. you have a legal right to end the contract because of something we have done wrong.

- 11.2. **Rejecting services.** We are under a legal duty to supply you with the car parking option you have booked is in conformity with the booking contract between us. You may reject the car parking option you have booked if it is misdescribed or does not meet the standards set out in these terms and end the booking contract between us. Nothing in these terms will affect your legal rights.
- 11.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online or by telephone you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.
- 11.4. **Cancelling your booking within 14 days.** You have 14 days after the day you place your booking order to change your mind and cancel your booking. Once your booking period has commenced, if the 14 day period is still running and you confirm to us you wish to cancel your booking, you must pay for any booking period up to the date of cancellation. Should you wish to cancel within 14 days of placing your booking please call +44 (0)345 303 7397 or email at [luton.customerservices@apcoa.com](mailto:luton.customerservices@apcoa.com), so that we may quickly process your cancellation and any refund (although you may still cancel so by any of the other methods set out in paragraph 11.6 below).
- 11.5. **Cancelling your booking after 14 days.** Your right to change your mind and cancel your booking after the 14 day cancellation period varies depending on the car parking option you have booked. Your rights are as follows:
- 11.5.1. **Self-parking bookings in Terminal Car Park 1, Terminal Car Park 2, the Mid Stay Car Park or the Long Stay Car Park.** If you have booked self-parking in Terminal Car Park 1 or 2, the Mid Stay Car Park or the Long Stay Car Park you may cancel your booking outside of the 14 day cancellation period without extra charge provided you notify us no later than 24 hours prior to your booking commencing.
- 11.5.2. **Priority Parking (Meet and Greet) bookings.** If you have booked our Priority Parking (Meet and Greet) service, you may cancel your booking outside of the 14 day cancellation period without extra charge provided you notify us no later than 24 hours prior to your booking commencing.
- 11.5.3. **Economy Priority Parking (Meet and Greet) bookings.** If you have booked our Economy Priority Parking (Meet and Greet) service, you may not cancel your booking at any time outside of the 14 day cancellation period.
- 11.6. **How to end the contract with us (including if you have changed your mind).** To end the booking contract with us, please let us know by doing one of following:
- 11.6.1. **Email.** Contact us at [luton.customerservices@apcoa.com](mailto:luton.customerservices@apcoa.com) Please provide your name, home address, vehicle registration number, dates of your booking and, where available, your phone number and email address.
- 11.6.2. **Website.** If you booked with us on our website and have created an account with us, log on to your account at <https://www.london-luton.co.uk/parking> and select the booking you wish to cancel. A 'cancel booking' button will be available next to your booking details. You will need to click the 'cancel booking' button and follow the instructions provided to cancel your booking. If you have not created an account with us, select the "manage a booking" button

on <https://www.london-luton.co.uk/parking> and enter your booking details to find and cancel your booking.

- 11.6.3. **By post.** Print off the form at the end of these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of your name, home address, booking reference number, vehicle registration number, dates of your booking and, where available, your phone number.
- 11.6.4. **By calling our sales representatives.** Contact us by calling +44 (0)345 303 7397 and provide the information requested by our sales representative.
- 11.7. **How we will refund you.** If you cancel your booking with us when you are entitled to do so, we will refund you the price paid for the car park option you have booked, by the method you used for payment. We may make the following deductions from the amount repaid to you:
- 11.7.1. the amount of the price payable for any part of the booking period which has taken place prior to the date on which you cancelled your booking; and
- 11.7.2. any other money you owe us.
- 11.8. **When your refund will be made.** If you cancel your booking with us when you are entitled to do so, we will make any refunds due to you within 14 days from the day on which we inform you the car park option you have booked has been cancelled.

## 12. OUR RIGHTS TO END THE CONTRACT

- 12.1. **We may end the contract if you break it.** We may end the contract for the car park option you have booked at any time by writing to you if:
- 12.1.1. you do not make any payment to us when it is due;
- 12.1.2. you do not fulfil your responsibilities set out in these terms or the "Terms of Use for the Car Parks, Roads and Drop-Off Zone at London Luton Airport"; or
- 12.1.3. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide to you the car parking option you have booked.
- 12.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 12.1 we will refund any money you have paid in advance for any part of the booking period during which we have not provided the car parking option you have booked, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1. **We are responsible to you for foreseeable loss and damage caused by us.** Except as set out at paragraph 13.3, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the booking contract, or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. 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 it might happen, for example, if you discussed it with us when placing an order.
- 13.2. **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 Fast Track Security services including the right to receive services which are as described and supplied with reasonable skill and care.

- 13.3. **We are not liable for business losses.** If you use the car parking option you have booked for any commercial or business purpose we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, wasted expenditure, loss of anticipated savings, loss of or damage to goodwill, loss of contracts, loss of business opportunity or for any indirect or consequential or special loss or damage.

#### 14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 14.1. **We collect personal information when you make your booking and when you use our roads and car parks in connection with the car parking option you book.** We collect personal information when you make a booking and when you use our roads and car parks in connection with the car park option you have booked. For details about the personal information we collect, how we collect it, why we need it, what we do with it, how long we keep it and what your rights are, please see our privacy notice at <https://www.london-luton.co.uk/privacy-notice>

#### 15. **OTHER IMPORTANT TERMS**

- 15.1. **We may transfer the booking contract to someone else.** We may transfer our rights and obligations under the booking contract to another organisation.
- 15.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the booking contract to another person if we agree to this in writing.
- 15.3. **Nobody else has any rights under the booking contract.** The booking contract is between you and us. No other person shall have any rights to enforce any of these terms. Neither of us will need to get the agreement of any other person in order to end the booking contract or make any changes to these terms.
- 15.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5. **Even if we delay in enforcing the booking contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the booking contract, 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.
- 15.6. **Laws that apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you and we can bring legal proceedings in connection with these terms in the English courts.



**SCHEDULE 1  
Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: APCOA Parking (UK) Limited (on behalf of London Luton Airport Operations Limited)  
Meeks Building  
17 19 Rowbottom Square  
Wallgate  
Wigan  
WN1 1LN  
Telephone No: +44 (0)345 303 7397

Email Address: [luton.customerservices@apcoa.com](mailto:luton.customerservices@apcoa.com)

I hereby give notice that I cancel my booking contract for the supply of the following car parking option:

If you wish to cancel because the car parking option you have booked is misdescribed or we have failed to meet the standards set out in the terms and conditions, please set out the nature of the misdescription or failure (no reason is required if you are exercising your right to change your mind which is set out in paragraph 11.4 of our terms and conditions):

<b>Details of your booking</b>	
Your booking reference:	
The date you booked on:	
Your name:	
Your address:	

Signature: .....

(only required if a paper copy of this cancellation form is being provided)

Date: .....